



Kenai Peninsula Borough

144 North Binkley Street
Soldotna, AK 99669

Meeting Agenda Assembly

Brent Johnson, President

Tyson Cox, Vice President

Kelly Cooper

Cindy Ecklund

Bill Elam

Brent Hibbert

Peter Ribbens

Ryan Tunseth

Mike Tupper

Tuesday, March 19, 2024

6:00 PM

Betty J. Glick Assembly Chambers

Meeting ID: 895 1103 3332 Passcode: 193069

[https://yourkpb.zoom.us/j/89511033332?](https://yourkpb.zoom.us/j/89511033332?pwd=GThg6CA4QuaaPihm3rpMKljbZoy5ZG.1)

[pwd=GThg6CA4QuaaPihm3rpMKljbZoy5ZG.1](https://yourkpb.zoom.us/j/89511033332?pwd=GThg6CA4QuaaPihm3rpMKljbZoy5ZG.1)

Meeting ID: 895 1103 3332 Passcode: 193069

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

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

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-5843: February 27, 2024 Regular Assembly Meeting Minutes

Resolution 2024-005: Form the Jubilee Street USAD

Resolution 2024-010: Authorizing a Memorandum of Agreement with Chugach Electric Association for Danger Tree Removal

Ordinance 2023-19-39: Deobligating Bond Proceeds in the Central Kenai Peninsula Hospital Service Area Capital Project Fund

Ordinance 2023-19-40: Deobligating and Appropriating to the Central Peninsula Landfill Baler Building Boiler Replacement

Ordinance 2024-06: Amending KPB Chapter 2.54

KPB-5851: Issuance of a Letter of Non-Objection to the Marijuana Control Board Regarding The Green Anchor, License No. 35466

KPB-5852: Appointment to the Bear Creek Fire Service Area Board

ACTION ITEMS ELIGIBLE TO BE ADDED TO THE CONSENT AGENDA:

Ordinance 2023-19-36: \$289,178.64 to the Rollins Way Road Improvement Assessment District

Ordinance 2023-19-37: \$42,562 to the Jubilee Utility Special Assessment District

Ordinance 2023-19-38: \$1,365,000 for the Deep Creek Fish Passage Project

Ordinance 2024-04: Authorizing a Lease with Davis Block and Concrete Company

APPROVAL OF MINUTES

*1. [KPB-5843](#) February 27, 2024 Regular Assembly Meeting Minutes

Attachments: [February 27, 2024 Regular Assembly Meeting Minutes](#)

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

(20 minutes total)

1. [KPB-5844](#) South Peninsula Hospital Quarterly Report, Ryan Smith, CEO (10 Minutes)
2. [KPB-5845](#) Central Area Rural Transit System (CARTS) Update, Jodi Stuart, President (10 Minutes)

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

(3 minutes per speaker; 20 minutes aggregate)

MAYOR'S REPORT

Mayor's Report Cover Memo

[KPB-5846](#) Mayor's Report Cover Memo

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

1. Assembly Requests/Responses - None.

2. Agreements and Contracts

a. [KPB-5847](#) Authorization to Award a Contract ITB24-025 Seward Bear Creek Flood Service Area Construction Surveys

Attachments: [Auth to Award Contract ITB24-025](#)

3. Other

a. [KPB-5848](#) Budget Revisions – February 2024

Attachments: [Budget Revisions - February 2024](#)

b. [KPB-5849](#) Certification of the 2023 Real Property Supplementary Assessment Roll

Attachments: [Cert of the 2023 Real Property Supplemental Assessments](#)

c. [KPB-5850](#) Revenue-Expenditure Report – February 2024

Attachments: [Revenue-Expenditure Report - February 2024](#)

ITEMS NOT COMPLETED FROM PRIOR AGENDA

PUBLIC HEARINGS ON ORDINANCES

(Testimony limited to 3 minutes per speaker)

Ordinances referred to Finance Committee

1. [2023-19-36](#) An Ordinance Appropriating \$289,178.64 to the Rollins Way Road Improvement Assessment District (Mayor)

Attachments: [Ordinance 2023-19-36](#)
[Memo Request to Table](#)
[Memo](#)
[Public Comment 022724](#)
[Public Comment 031924](#)

2. [2023-19-37](#) An Ordinance Appropriating \$42,562 to the Special Assessment Fund for the Jubilee Street Utility Special Assessment District (Mayor)

Attachments: [Ordinance 2023-19-37](#)
[Memo](#)

3. [2023-19-38](#) An Ordinance Accepting and Appropriating \$1,365,000 for the Deep Creek Fish Passage Project, a Partnership between the Kenai Peninsula Borough and the U.S. Fish & Wildlife Service (Mayor)

Attachments: [Ordinance 2023-19-38](#)
[Memo](#)
[Reference Ordinance 2023-19-31](#)
[RSA Minutes](#)
[Award Notification](#)

Ordinances referred to Lands Committee

4. [2024-04](#) An Ordinance Authorizing a Negotiated Lease with Davis Block and Concrete Company for Concrete Batch Plant Operations in Support of the Sterling Highway MP 45-60 Construction Project Near Cooper Landing (Mayor)

Attachments: [Ordinance 2024-04](#)
[Memo](#)
[Advisory Board Recommendations](#)
[Lease Development Agreement](#)
[Lease Application](#)
[Map](#)
[CLAPC Agenda and Unapproved Minutes](#)
[Letter from Davis Block to CLAPC](#)
[Public Comment to Assembly 022724](#)
[CLAPC Public Comments](#)
[Public Comment to Assembly 031924](#)
[eComment 022724](#)

UNFINISHED BUSINESS

NEW BUSINESS

1. Resolutions

Resolutions referred to Lands Committee

- *a. [2024-005](#) A Resolution Form the Jubilee Street Utility Special Assessment District and Proceed with the Improvement of a Natural Gas Main Line Extension (Mayor)

Attachments: [Resolution 2024-005](#)
[Memo](#)
[Jubilee Supporting Documents](#)

- *b. [2024-010](#) A Resolution Authorizing the Mayor to Enter into a Memorandum of Agreement with Chugach Electric Association to Provide for Efficient Danger Tree Removal Adjacent to Above-Ground Utility Infrastructure within KPB Lands and KPB Rights-of-Way (Mayor)

Attachments: [Resolution 2024-010](#)
[Memo](#)
[Draft MOA](#)

2. Ordinances for Introduction

Ordinances for Introduction and referred to Finance Committee

- *a. [2023-19-39](#) An Ordinance Deobligating Bond Proceeds in the Central Kenai Peninsula An An Ordinance Deobligating Bond Proceeds in the Central Kenai Peninsula Hospital Service Area Capital Project Fund and Transferring the Remaining Bond Proceeds to Fund the Annual Debt Service for Central Kenai Peninsula Hospital Service Area Revenue Bonds (Mayor) (Hearing on 04/02/24)

Attachments: [Ordinance 2023-19-39](#)
[Memo](#)
[Reference Resolution 2013-072](#)
[Reference Resolution 2014-008](#)

- *b. [2023-19-40](#) An Ordinance Deobligating and Appropriating Solid Waste Capital Project Funds Previously Appropriated for Purchase of a Toolcat at Central Peninsula Landfill to the Central Peninsula Landfill Baler Building Boiler Replacement (Mayor) (Hearing on 04/02/24)

Attachments: [Ordinance 2023-19-40](#)
[Memo](#)

Ordinances for Introduction and referred to the Policies and Procedures Committee

- *c. [2024-06](#) An Ordinance Amending KPB Chapter 2.54 Relating to Access to Public Records and Response to Record Requests (Mayor, Johnson) (Hearing on 04/16/24)

Attachments: [Ordinance 2024-06](#)
[Memo](#)

3. Other

Other Items referred to Finance Committee

- *a. [KPB-5851](#) Authorizing the Issuance of a Letter of Non-Objection to the Marijuana Control Board Regarding the New Retail Store Application for The Green Anchor, License No. 35466, Anchor Point (Mayor)

Attachments: [The Green Anchor Complete Application](#)

Other items referred to Policies and Procedures Committee

- *b. [KPB-5852](#) Confirming the Appointment to Service Area Board (Mayor)

Bear Creek Fire Service Area
Adam Sayler, Seat E, Term Expires October 2026

Attachments: [Appointment to Bear Creek Fire Service Area](#)

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

ASSEMBLY COMMENTS

PENDING LEGISLATION

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

1. [2023-005](#) A Resolution of Intent by the Kenai Peninsula Borough Assembly Establishing that Financing of Energy and Resilience Improvement Projects through Assessments Serves a Valid Public Purpose and Related Matters (Ecklund) [Tabled on 10/24/23]

Attachments: [Resolution 2023-005](#)
[Memo](#)
[Ecklund Amendment](#)
[C-PACER Program Handbook](#)
[102423 Public Comments](#)
[010323 Public Comments](#)
[eComment](#)

2. [2024-05](#) An Ordinance Amending Borough Code to Add a New Section of Code Relating to Public Notice Requirements and Amending Various Sections of Code to Provide for Alternative Methods of Public Notice (Mayor) (Hearing on 04/02/24)

Attachments: [Ordinance 2024-05](#)
 [Memo](#)
 [Publication Comparison Table](#)

INFORMATIONAL MATERIALS AND REPORTS

1. [KPB-5853](#) Voter Turnout Working Group Final Report

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. April 2, 2024 6:00 PM
Regular Assembly Meeting
Betty J. Glick Assembly Chambers
Remote participation available through Zoom
Meeting ID: 895 1103 3332 Passcode: 193069

2. April 16, 2024 6:00 PM
Regular Assembly Meeting
Seward Community Library and Museum
239 6th Avenue, Seward, AK 99664
Remote participation available through Zoom
Meeting ID: 895 1103 3332 Passcode: 193069

ADJOURNMENT

The next meeting of the Kenai Peninsula Borough Assembly will be held on April 2, 2024, at 6:00 P.M. in the Betty J. Glick Assembly Chambers, Soldotna, Alaska.

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 through Zoom, the Meeting ID: 895 1103 3332 Passcode: 193069 and in-person from the Betty J. Glick Assembly Chambers, George A. Navarre Borough Administration Building, Soldotna, Alaska. To attend the Zoom meeting by telephone call toll free 1-888-788-0099 or 1-877-853-5247 and enter the Meeting ID: 895 1103 3332 Passcode: 193069. Detailed instructions will be posted on at the Kenai Peninsula Borough's main page at www.kpb.us: "Borough Assembly Meeting Agendas" "Assembly Meeting Calendar".

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

Brent Johnson, President

Tyson Cox, Vice President

Kelly Cooper

Cindy Ecklund

Bill Elam

Brent Hibbert

Peter Ribbens

Ryan Tunseth

Mike Tupper

Tuesday, February 27, 2024

6:00 PM

Betty J. Glick Assembly Chambers

Meeting ID: 895 1103 3332 Passcode: 193069

[https://yourkpb.zoom.us/j/89511033332?](https://yourkpb.zoom.us/j/89511033332?pwd=GThg6CA4QuaaPihm3rpMKljbZoy5ZG.1)

[pwd=GThg6CA4QuaaPihm3rpMKljbZoy5ZG.1](https://yourkpb.zoom.us/j/89511033332?pwd=GThg6CA4QuaaPihm3rpMKljbZoy5ZG.1)

Meeting ID: 895 1103 3332 Passcode: 193069

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

*[Clerk's Note: The invocation was given by Central Emergency Services
Chaplain Tim Weekley.]*

ROLL CALL

Present: 9 - Brent Hibbert, Cindy Ecklund, Mike Tupper, Brent Johnson, Tyson Cox, Ryan Tunseth, Kelly Cooper, Peter Ribbens, and Bill Elam

Also present were:

Peter A. Micciche, Borough Mayor

Brandi Harbaugh, Finance Director

Sean Kelley, Borough Attorney

Michele Turner, Borough Clerk

Madeleine Quanton, Borough Clerk Assistant

COMMITTEE REPORTS

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

[9 Present: Cooper, Cox, Ecklund, Elam, Hibbert, Ribbens, Tunseth, Tupper, Johnson]

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

[9 Present: Cooper, Cox, Ecklund, Elam, Hibbert, Ribbens, Tunseth, Tupper, Johnson]

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

[9 Present: Cooper, Cox, Ecklund, Elam, Hibbert, Ribbens, Tunseth, Tupper, Johnson]

The Assembly held an executive session to discuss a confidential personnel matter. In attendance were the Assembly Members, Borough Attorney Kelley and HR Director Huff.

APPROVAL OF 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-5790](#) February 6, 2024 Regular Assembly Meeting Minutes
approved.

[KPB-5791](#) A Resolution Commending the Seward High School Boys' Wrestling Team - Division II Alaska State Champions for the Year 2023 (Mayor, Ecklund)
This Commending Resolution was adopted.

[KPB-5792](#) A Resolution Commending the Soldotna High School Girls' Wrestling Team – ASAA Girls' State Wrestling Champions for the Year 2023 (Mayor, Cox)
This Commending Resolution was adopted.

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

[2023-19-35](#) An Ordinance Appropriating Supplemental Funds from the Land Trust Fund Fund Balance to Land Management Operations for Surveying Resources (Mayor)
This Budget Ordinance was enacted.

[2024-008](#) A Resolution Requesting the State Legislature Transfer a Grant Awarded to the Kenai Peninsula Borough For Construction of a School

Facility in Kachemak-Selo from the Department of Education and Early Development to the Department of Commerce, Community & Economic Development (Mayor, Assembly)

This Resolution was adopted.

New Business

[2023-19-36](#) An Ordinance Appropriating \$289,178.64 to the Rollins Way Road Improvement Assessment District (Mayor)

This Budget Ordinance was introduced and set for public hearing.

[2023-19-37](#) An Ordinance Appropriating \$42,562 to the Special Assessment Fund for the Jubilee Street Utility Special Assessment District (Mayor)

This Budget Ordinance was introduced and set for public hearing.

[2023-19-38](#) An Ordinance Accepting and Appropriating \$1,365,000 for the Deep Creek Fish Passage Project, a Partnership between the Kenai Peninsula Borough and the U.S. Fish & Wildlife Service (Mayor)

This Budget Ordinance was introduced and set for public hearing.

[2024-05](#) An Ordinance Amending Borough Code to Add a New Section of Code Relating to Public Notice Requirements and Amending Various Sections of Code to Provide for Alternative Methods of Public Notice (Mayor) (Hearing on 04/02/24)

This Ordinance was introduced and set for public hearing.

[KPB-5801](#) Authorizing the Issuance of a Letter of Non-Objection to the Marijuana Control Board Regarding the New Retail Store Application for The Tufted Puffin, License No. 34856 (Mayor)

approved.

[KPB-5803](#) Confirming the Appointments to Service Area Boards (Mayor)

Kachemak Emergency Service Area
Mark Kirko, Seat C, Term Expires October 2024

Western Emergency Service Area
Mark Ball, Seat C, Terms Expires October 2026

approved.

Approval of the Agenda and Consent Agenda

President Johnson called for public comment with none being offered.

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

Yes: 9 - Hibbert, Ecklund, Tupper, Johnson, Cox, Tunseth, Cooper, Ribbens, and Elam

COMMENDING RESOLUTIONS AND PROCLAMATIONS

[KPB-5791](#) A Resolution Commending the Seward High School Boys' Wrestling Team - Division II Alaska State Champions for the Year 2023 (Mayor, Ecklund)

[Clerk's Note: Mayor Micciche read the commending resolution to the Seward High School Boys Wrestling Team.]

[KPB-5792](#) A Resolution Commending the Soldotna High School Girls' Wrestling Team – ASAA Girls' State Wrestling Champions for the Year 2023 (Mayor, Cox)

[Clerk's Note: Mayor Micciche presented the Soldotna High School Girls Wrestling Team and coaches.]

PRESENTATIONS WITH PRIOR NOTICE

1. [KPB-5793](#) Central Peninsula General Hospital Quarterly Report, Shaun Keef, CEO (10 minutes)

[Clerk's Note: Shaun Keef gave a presentation to the Assembly.]

2. [KPB-5795](#) AK Carbon Legislation and Energy, Todd Lindley, AK Carbon Legislation and Energy, Todd Lindley, VP, Alaska Gold Communications (10 minutes)

[Clerk's Note: Todd Lindley gave a presentation to the Assembly.]

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

President Johnson called for public comment.

Lindsay Bertoldo addressed the assembly regarding deferred maintenance and mold issues in borough schools, as well as carbon footprints.

Ben Boettger stated he was glad that the borough was discussing energy issues.

Waynette Coleman, Ninilchik addressed the Assembly regarding voting integrity.

David Nees, Cooper Landing stated he resides in a by-mail precinct and would like the option to vote in person.

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

MAYOR'S REPORT

Mayor's Report Cover Memo

[KPB-5826](#) Mayor's Report Cover Memo

1. Assembly Requests/Responses - None.
2. Agreements and Contracts
 - a. [KPB-5827](#) Authorization to Award a Contract for ITB24-032 Leachate Hauling Term Contract
 - b. [KPB-5828](#) Authorization to Award a Contract for RFP24-010 Kenai Peninsula Borough Website Overhaul & Redesign
 - c. [KPB-5829](#) Authorization to Award a Contract for RFP24-012 Nikiski North Star & Mountain View Elementary Roof Replacements
 - d. [KPB-5830](#) Authorization to Award a Contract for RFP24-014 Municipal Government Services & Tourism / Economic Development PR Campaign
3. Other
 - a. [KPB-5831](#) Budget Revisions – January 2024
 - b. [KPB-5832](#) Capital Project Reports – December 31, 2023
 - c. [KPB-5833](#) Investment Report Quarter Ended 12/31/23
 - d. [KPB-5834](#) Revenue-Expenditure Report – January 2024
 - e. [KPB-5835](#) Tax Adjustment Request Approval

ITEMS NOT COMPLETED FROM PRIOR AGENDA

PUBLIC HEARINGS ON ORDINANCES

[2024-03](#) An Ordinance Authorizing the Sale of Certain Parcels of Kenai Peninsula Borough-Owned Land by Outcry Auction Followed by a

Secondary Online Auction (Mayor)

Ribbens moved to enact Ordinance 2024-03.

President Johnson called for public comment.

The following people addresses the Assembly regarding Ordinance 2024-03:

Mark Luttrell

Alex Douthit

Kathleen Stevenson, Cooper Landing

Chris Rhodes

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

The motion to enact Ordinance 2024-03 carried by the following vote:

Yes: 8 - Hibbert, Tupper, Johnson, Cox, Tunseth, Cooper, Ribbens, and Elam

No: 1 - Ecklund

UNFINISHED BUSINESS

1. Notice to Consider

[KPB-5789](#) Requesting Formal Assembly Protest to the Transfer of Controlling Interest Application filed by Harbor Gateway Inc. dba Gateway Liquor & Food Mart, License No. 2683, Seward [Tabled on 02/06/24]

[Clerk's Note: Assembly Member Ecklund gave notice to remove KPB-5789 from the table on 02/15/24, per KPB 22.40.070.]

Ribbens moved to remove KPB-5789 from the table and withdraw from the agenda.

The motion to withdraw KPB-5789 from the table and withdraw from the agenda carried by the following vote:

Yes: 9 - Hibbert, Ecklund, Tupper, Johnson, Cox, Tunseth, Cooper, Ribbens, and Elam

NEW BUSINESS

2. Ordinances for Introduction

[2024-04](#) An Ordinance Authorizing a Negotiated Lease with Davis Block and Concrete Company for Concrete Batch Plant Operations in Support of the Sterling Highway MP 45-60 Construction Project Near Cooper Landing (Mayor)

Ecklund moved to introduce Ordinance 2024-04 and set for public hearing on 03/19/24.

President Johnson called for public comment.

Karen Button, Snug Harbor Road spoke in opposition to Ordinance 2024-04.

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

The motion to introduce Ordinance 2024-04 and set for public hearing on 03/19/24 carried by the following vote:

Yes: 8 - Hibbert, Tupper, Johnson, Cox, Tunseth, Cooper, Ribbens, and Elam

No: 1 - Ecklund

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

President Johnson called for public comment.

Lindsay Bertoldo addressed the Assembly regarding the Voter Turnout Working Group's final report to the Assembly that would be submitted on 03/19/24.

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

ASSEMBLY COMMENTS

Assembly Member Elam appreciated the public comment received and the concerns of adjacent property owners. He stated he attended the AML Conference in Juneau and spoke to some of the borough legislators while there. Mr. Elam stated he attended Central Emergency Services, Eastern Peninsula Highway Emergency Service Area Board meetings, and provided a brief update. He wished everyone good evening.

Assembly Member Ribbens stated the Nikiski High School competed in the Drama, Debate & Forensics (DDF) championship. He also provided an update of the Nikiski Hockey team.

Assembly Member Hibbert thanked everyone for attending. He stated he appreciated the comments from various property owners, however, felt an outcry auction was a fair process.

Assembly Member Tunseth stated the Board of Education's next meeting was March 4, 2024 at 6:00 pm in Homer and the Kenai City Council meeting was March 6, 2024 at 6:00 pm. He reminded everyone spring break begins on March 7, 2024 and that the State Board of Fish were conducting their meetings until March 5, 2024. Mr. Tunseth stated there were people in our community who care about animals that were

willing to lend a hand, and encouraged everyone to not be afraid to reach out for help. He stated he appreciated the Assembly Members and the discussions that took place. He wished everyone a good evening.

Assembly Member Cooper thanked everyone for testifying either in person or via Zoom. She thanked borough staff for their hours that go into the various borough public meetings. Ms. Cooper shared she participated in mock interviews with Homer Middle School students, stating she was thrilled she was able to participate. She wished everyone a good evening.

Assembly Member Tupper stated he had a great trip to the AML Legislative Conference in Juneau and shared an update the Assembly received regarding the opioid settlement grant program funds.

Assembly Member Ecklund thanked everyone for their testimony. She provided the Assembly with an update of her attending meetings of Cooper Landing Advisory Commission, Bear Creek Fire Service Area Budget Work Session and Planning Commission. Ms. Ecklund stated the regional basketball tournament was held in Homer, March 7, 8 & 9, 2024. She wished everyone a good evening.

Vice President Cox stated he attended the high school skiing tournament in Anchorage and shared some statistical information.

President Johnson thanked borough staff for attending borough meetings and the information they provide the Assembly. He stated he appreciated having the press attend Assembly meetings as well. Mr. Johnson stated that he regularly attends the Kenai Peninsula College meetings as he is the assigned Assembly liaison and provided some statistical information. President Johnson stated both the college and the borough are celebrating their 60th anniversary this year. He stated while a few Assembly Members were in Juneau last week, they were able to get the BSA increased and stated they were a good team. Upon his return from Juneau, Mr. Johnson stated he traveled to Anchorage and attended the State Board of Fish meeting.

INFORMATIONAL MATERIALS AND REPORTS

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. March 19, 2024 6:00 PM
Regular Assembly Meeting
Betty J. Glick Assembly Chambers
Remote participation available through Zoom
Meeting ID: 895 1103 3332 Passcode: 193069

ADJOURNMENT

With no further business to come before the assembly, President Johnson adjourned the meeting at 9:12 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of February 27, 2024.

Michele Turner, CMC, Borough Clerk

Approved by the Assembly: _____

Kenai Peninsula Borough Office of the Borough Mayor

MAYOR'S REPORT TO THE ASSEMBLY

TO: Brent Johnson, Assembly President
Members, Kenai Peninsula Borough Assembly

FROM: Peter A. Micciche, Kenai Peninsula Borough Mayor



DATE: March 19, 2024

Assembly Request / Response

None

Agreements and Contracts

- a. Authorization to Award a Contract ITB24-025 Seward Bear Creek Flood Service Area Construction Surveys

Other

- a. Budget Revisions – February 2024
- b. Certification of the 2023 Real Property Supplementary Assessment Roll
- c. Revenue-Expenditure Report – February 2024

Kenai Peninsula Borough Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor *pm*

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

FROM: Kevin Kinnie, Project Manager *kk*

DATE: February 20, 2024

RE: Authorization to Award a Contract for ITB24-025 Seward Bear Creek Flood Service Area Construction Surveys

The Purchasing and Contracting Office formally solicited and received bids for the ITB24-025 Seward Bear Creek Flood Service Area Construction Surveys. Bid packets were released on January 9, 2024, and the Invitation to Bid was advertised in the Peninsula Clarion on January 10, 2024, and in the Anchorage Daily News on January 9, 2024.

The project is soliciting quotes from engineering firms to provide all labor, materials, and equipment to perform the engineering services for the Seward Bear Creek Flood Service Area. The successful firm will provide construction ready documents and establish survey control at selected locations.

On the due date of February 13, 2024, three (3) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$61,396.00 was submitted by McLane Consulting Inc, Soldotna, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 259-21212-00000-43011.

Peter Micciche

Peter A. Micciche, Borough Mayor

2/23/2024

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>259-21212-00000-43011</u>
Amount	<i>CJ BH</i> <u>\$61,396.00</u>
By: _____	Date: <u>2/22/2024</u>
NA	

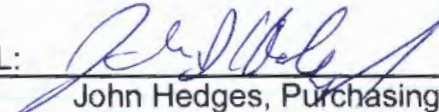
**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB24-025 SBCFSA Construction Survey

CONTRACTOR	LOCATION	BASE BID
McLane Consulting, Inc	Soldotna, AK	\$61,396.00
Bell and Associates	Anchorage, AK	\$69,500.00
AK Built Construction and Design, LLC	Eagle River, AK	\$181,108.65

DUE DATE: February 13, 2024

KPB OFFICIAL:


John Hedges, Purchasing & Contracting Director

MEMORANDUM

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

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

THRU: Brandi Harbaugh, Finance Director *RHS*

FROM: Sarah Hostetter, Payroll Accountant *SH*

DATE: March 5, 2024

RE: Budget Revisions – February 2024

Attached is a budget revision listing for February 2024. The attached list contains budget revisions between major expenditure categories (i.e., maintenance & operations and capital outlay). Other minor transfers were processed between object codes within major expenditure categories.

ASSESSING - ADMINISTRATION & APPRAISAL

Funds for a microfilm reader/scanner were previously budgeted for FY24, but used to cover an increase in costs for a mass mailing. Moving funds now from various accounts in order to proceed with the microfilm reader/scanner purchase.

100-11520-00000-43260 (Training)		\$2,400.00
100-11510-00000-43210 (Transportation & Subsistence)		\$1,500.00
100-11510-00000-40120 (Temporary Wages)		\$2,000.00
100-11510-00000-48720 (Minor Office Furniture)		\$3,000.00
100-11510-00000-48120 (Office Machines)	\$8,900.00	

CENTRAL EMERGENCY SERVICES

Moving money budgeted under Uniforms that is dedicated to cold weather items into the correct object code.

211-51610-00000-42250 (Uniforms)		\$3,528.00
211-51610-00000-48760 (Minor Fire Fighting Equipment)	\$3,528.00	

CENTRAL EMERGENCY SERVICES

To replace a smoke machine that is no longer serviceable, for training purposes.

211-51610-00000-42263 (Training Supplies)		\$4,639.25
211-51610-00000-48740 (Minor Machines & Equipment)	\$4,639.25	

CENTRAL PENINSULA GENERAL HOSPITAL

Reducing transfer of 14CPH remaining proceeds for debt repayment, in order to pay an arbitrage invoice. The future transfer will be reduced by the appropriation.

600-81110-00000-50360 (Transfer to Debt Service)		\$2,000.00
600-81110-00000-43011 (Contractual Services)	\$2,000.00	

FINANCE - PROPERTY TAX & CASH MANAGEMENT

To replace two out of date printers.

100-11440-00000-40110 (Regular Wages)		\$1,150.00
100-11440-00000-42410 (Small Tools & Minor Equipment)	\$1,150.00	

FEBRUARY 2024 CONTINUED

INCREASE DECREASE

MAINTENANCE DEPARTMENT

To replenish the Buildings & Grounds account, there have been many non-typical and emergency repairs this fiscal year.

241-41010-00000-40110 (Regular Wages)		\$125,000.00
241-41010-00000-43780 (Building & Grounds Maintenance)	\$125,000.00	

SCHOOL CAPITAL PROJECTS

Moving funds from the finished project Portables & Outbuildings to the project Drainage and Interior Renovations.

400-78010-21851-43011 (Contractual Services)		\$3,402.00
400-78050-24862-43011 (Contractual Services)	\$3,402.00	

Kenai Peninsula Borough

Assessing Department

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor *PAM*
FROM: Adeena Wilcox, Borough Assessor *AW*
DATE: March 6, 2024
RE: Certification of the 2023 Real Property Supplemental Assessment Roll

The undersigned, duly qualified and appointed Assessing Director of the Kenai Peninsula Borough, does hereby certify that the following is the total valuation contained in the 2021 Real Property Supplemental Assessment Roll as of March 1, 2024.

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

REAL PROPERTY	TOTAL PROPERTY
\$3,512,200	\$3,512,200

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

REAL PROPERTY	TOTAL PROPERTY
\$3,512,200	\$3,512,200

Adeena Wilcox
Adeena Wilcox, Borough Assessor

2023 **CERTIFIED** REAL SUPPLEMENTAL ROLL Values

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

Assessed Value before Exemptions

Assessed Value		VALUE
Personal Property	\$	-
Real Property	\$	3,512,200
Oil Property	\$	-
TOTAL BOROUGH ASSESSED	\$	3,512,200

Assessed Value after Exemptions

Taxable Value		VALUE
Personal Property	\$	-
Real Property	\$	3,512,200
Oil Property	\$	-
TOTAL BOROUGH TAXABLE	\$	3,512,200

2023 CERTIFIED REAL SUPPLEMENTAL ROLL Values

SERVICE AREA TAXABLE ASSESSED VALUES

TAG 59, 68

Western Emergency Services Area

	Assessed Value	Taxable Value
REAL	-	-
OIL	-	-
PERSONAL	-	-
TOTAL	-	-

TAG 57

Bear Creek Fire Service Area

	Assessed Value	Taxable Value
REAL	-	-
OIL	-	-
PERSONAL	-	-
TOTAL	-	-

TAG 54, 58, 70

Central Emergency Services Area

	Assessed Value	Taxable Value
REAL	-	-
OIL	-	-
PERSONAL	-	-
TOTAL	-	-

TAG 30,53,54,55,58,61,63,70

Central Kenai Peninsula Hospital Service Area (TY18 & Prior)

	Assessed Value	Taxable Value
REAL	-	-
OIL	-	-
PERSONAL	-	-
TOTAL	-	-

TAG 30,53,54,55,58,59,61,62,63,70

Central Kenai Peninsula Hospital Service Area (TY19 & Future)

	Assessed Value	Taxable Value
REAL	-	-
OIL	-	-
PERSONAL	-	-
TOTAL	-	-

TAG 62,63,64

Central Peninsula Emergency Med

	Assessed Value	Taxable Value
REAL	-	-
OIL	-	-
PERSONAL	-	-
TOTAL	-	-

2023 CERTIFIED REAL SUPPLEMENTAL ROLL Values

TAG 81	Kachemak Emergency Service Area	
	Assessed Value	Taxable Value
REAL	1,296,100	1,296,100
OIL	-	-
PERSONAL	-	-
TOTAL	1,296,100	1,296,100

TAG 11,43,53,54,55,57,58,59,61,62, 63,64,65,67,68,69,81	Road Service Area	
	Assessed Value	Taxable Value
REAL	1,296,100	1,296,100
OIL	-	-
PERSONAL	-	-
TOTAL	1,296,100	1,296,100

TAG 53, 55	Nikiski Fire Service Area	
	Assessed Value	Taxable Value
REAL	-	-
OIL	-	-
PERSONAL	-	-
TOTAL	-	-

TAG 55	Nikiski Senior Service Area	
	Assessed Value	Taxable Value
REAL	-	-
OIL	-	-
PERSONAL	-	-
TOTAL	-	-

TAG 53,54,55	North Peninsula Recreation Area	
	Assessed Value	Taxable Value
REAL	-	-
OIL	-	-
PERSONAL	-	-
TOTAL	-	-

TAG 40,41,43,57	Seward / Bear Creek Flood Service Area	
	Assessed Value	Taxable Value
REAL	-	-
OIL	-	-
PERSONAL	-	-
TOTAL	-	-

2023 CERTIFIED REAL SUPPLEMENTAL ROLL Values

TAG 20,21,52,59,62,64,65,68,80,81	South Kenai Peninsula Hospital Service Area (TY18 & Prior)	
	Assessed Value	Taxable Value
REAL	3,512,200	3,512,200
OIL	-	-
PERSONAL	-	-
TOTAL	3,512,200	3,512,200

TAG 11,20,21,52,62,64,65,68,69,80,81	South Kenai Peninsula Hospital Service Area (TY19 & Future)	
	Assessed Value	Taxable Value
REAL	3,512,200	3,512,200
OIL	-	-
PERSONAL	-	-
TOTAL	3,512,200	3,512,200

TAG 10,11	Seldovia RSA	
	Assessed Value	Taxable Value
REAL	-	-
OIL	-	-
PERSONAL	-	-
TOTAL	-	-

ALL TAGS	KPB - Borough Wide	
	Assessed Value	Taxable Value
REAL	3,512,200	3,512,200
OIL	-	-
PERSONAL	-	-
TOTAL	3,512,200	3,512,200

2023 CERTIFIED REAL SUPPLEMENTAL ROLL Values

	BOROUGH		CITY		
	Assessed	Taxable	Assessed	Taxable	
City of Seldovia Tag 10	REAL	-	-	0	0
	OIL	-	-	0	0
	PERSONAL	-	-	0	0
	TOTAL	-	0	0	0
City of Homer Tag 20	REAL	1,649,500	1,649,500	1,649,500	1,649,500
	OIL	-	-	0	0
	PERSONAL	-	-	0	0
	TOTAL	1,649,500	1,649,500	1,649,500	1,649,500
City of Homer Tag 21 ODL	REAL	-	-	0	0
	OIL	-	-	0	0
	PERSONAL	-	-	0	0
	TOTAL	-	0	0	0
City of Kenai Tag 30	REAL	-	-	0	0
	OIL	-	-	0	0
	PERSONAL	-	-	0	0
	TOTAL	-	0	0	0
City of Seward Tag 40	REAL	-	-	0	0
	OIL	-	-	0	0
	PERSONAL	-	-	0	0
	TOTAL	-	0	0	0
Seward Special Tag 41	REAL	-	-	0	0
	OIL	-	-	0	0
	PERSONAL	-	-	0	0
	TOTAL	-	0	0	0
City of Soldotna Tag 70	REAL	-	-	0	0
	OIL	-	-	0	0
	PERSONAL	-	-	0	0
	TOTAL	-	0	0	0
Kachemak City Tag 80	REAL	281,600	281,600	281,600	281,600
	OIL	-	-	-	-
	PERSONAL	-	-	-	-
	TOTAL	281,600	281,600	281,600	281,600

ENTER CITY ASSESSED PPV
 ENTER CITY REAL TAXABLE VALUE

Kenai Peninsula Borough
Finance Department

MEMORANDUM

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

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

THRU: Brandi Harbaugh, Finance Director *BH*

FROM: Sarah Hostetter, Payroll Accountant *SH*

DATE: March 5, 2024

RE: Revenue-Expenditure Report – February 2024

Attached is the Revenue-Expenditure Report of the General Fund for the month of February 2024. Please note that 66.67% of the year has elapsed, 80.91% of budgeted revenues have been collected, and 63.67% of budgeted expenditures have been made.

KENAI PENINSULA BOROUGH
Revenue Report
For the Period
February 1 through February 29, 2024

ACCOUNT NUMBER	DESCRIPTION	ESTIMATED REVENUE	YEAR TO DATE RECEIPTS	MONTH TO DATE RECEIPTS	VARIANCE	% COLLECTED
31100	Real Property Tax	\$ 33,145,884	\$ 32,936,887	\$ 270,000	\$ (208,997)	99.37%
31200	Personal Property Tax	1,979,420	1,988,957	30,619	9,537	100.48%
31300	Oil Tax	6,752,054	6,752,056	-	2	100.00%
31400	Motor Vehicle Tax	642,580	254,429	36,689	(388,151)	39.59%
31510	Property Tax Penalty & Interest	740,288	529,651	75,686	(210,637)	71.55%
31610	Sales Tax	43,500,000	29,238,474	3,683,563	(14,261,526)	67.21%
33110	In Lieu Property Tax	3,100,000	-	-	(3,100,000)	0.00%
33117	Other Federal Revenue	310,870	87,240	46,093	(223,630)	28.06%
33220	Forestry Receipts	500,000	-	-	(500,000)	0.00%
34110	School Debt Reimbursement	1,796,919	692,567	-	(1,104,352)	38.54%
34221	Electricity & Phone Revenue	155,000	-	-	(155,000)	0.00%
34222	Fish Tax Revenue Sharing	500,000	35,399	-	(464,601)	7.08%
34210	Revenue Sharing	850,000	1,075,502	-	225,502	126.53%
37350	Interest on Investments	802,522	3,539,755	138,351	2,737,233	441.08%
39000	Other Local Revenue	286,715	230,695	27,969	(56,020)	80.46%
290	Solid Waste	1,027,000	379,744	2,175	(647,256)	36.98%
Total Revenues		\$ 96,089,252	\$ 77,741,356	\$ 4,311,144	\$ (18,347,896)	80.91%

KENAI PENINSULA BOROUGH
Expenditure Report
For the Period
February 1 through February 29, 2024

DESCRIPTION	REVISED BUDGET	YEAR TO DATE EXPENDED	MONTH TO DATE EXPENDED	AMOUNT ENCUMBERED	AVAILABLE BALANCE	%
						EXPENDED
Assembly:						
Administration	\$ 612,409	\$ 430,848	\$ 25,498	\$ 10,780	\$ 170,780	70.35%
Clerk	657,438	319,864	36,490	5,595	331,978	48.65%
Elections	194,788	184,154	6,555	1,195	9,439	94.54%
Records Management	527,184	225,436	23,652	24,191	277,557	42.76%
Mayor Administration	1,110,214	390,319	58,368	20,774	699,121	35.16%
Purch/Contracting/Cap Proj	779,658	397,720	43,222	9,159	372,779	51.01%
Human Resources:						
Administration	964,813	538,211	59,941	11,458	415,144	55.78%
Print/Mail	213,278	132,267	12,008	26,531	54,480	62.02%
Custodial Maintenance	133,652	86,441	11,132	37	47,174	64.68%
Information Technology	2,613,358	1,427,565	182,978	124,665	1,061,128	54.63%
Emergency Management	1,075,964	461,571	41,401	73,698	540,695	42.90%
Legal Administration	1,326,150	755,722	73,798	34,562	535,865	56.99%
Finance:						
Administration	622,704	396,509	52,834	400	225,795	63.68%
Services	1,369,001	796,439	87,070	33,850	538,712	58.18%
Property Tax	1,249,010	625,280	63,826	92,237	531,493	50.06%
Sales Tax	1,212,600	751,524	99,682	7,654	453,422	61.98%
Assessing:						
Administration	1,681,347	969,530	105,327	62,218	649,599	57.66%
Appraisal	1,932,163	1,007,595	126,655	69,373	855,195	52.15%
Resource Planning:						
Administration	1,913,617	809,413	82,828	41,432	1,062,772	42.30%
GIS	697,848	442,334	23,800	59,907	195,607	63.39%
River Center	872,246	491,007	54,174	19,442	361,797	56.29%
Senior Citizens Grant Program	843,878	499,807	14,963	344,071	-	59.23%
School District	63,702,766	44,443,207	4,562,760	-	19,259,559	69.77%
Solid Waste Operations	13,882,023	7,546,588	599,740	2,430,342	3,905,093	54.36%
Economic Development	652,679	212,034	18,520	345,920	94,726	32.49%
Non-Departmental	2,003,903	1,140,074	95,035	27,878	835,952	56.89%
Total Expenditures	\$ 102,844,690	\$ 65,481,459	\$ 6,562,256	\$ 3,877,370	\$ 33,485,861	63.67%

Introduced by: Mayor
Date: 02/27/24
Hearing: 03/19/24
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2023-19-36**

**AN ORDINANCE APPROPRIATING \$289,178.64 TO THE ROLLINS WAY ROAD
IMPROVEMENT ASSESSMENT DISTRICT**

- WHEREAS**, KPB Chapter 14.31 provides authority for creating and financing road improvement assessment districts for improvements to roads in public rights-of-way; and
- WHEREAS**, a petition has been received requesting the formation of a special assessment district for paving improvement for Rollins Way in Anchor Point; and
- WHEREAS**, the Assembly is considering a resolution on March 19, 2024 to form the Rollins Way Road Improvement Assessment District (“RIAD”) and proceed with the improvement; and
- WHEREAS**, KPB 14.31.070(D) requires signatures of the owners of record of more than 60 percent of the parcels within the proposed district sign the petition, and 61.11 percent have signed the petition; and
- WHEREAS**, KPB 14.31.070(D) requires signatures of the owners of record of at least 60 percent in value of the property to be benefited, and 68.41 percent have signed the petition; and
- WHEREAS**, on November 14, 2023, the Road Service Area Board adopted Resolution 2023-007 to fund a 50 percent match of \$144,589.32 from the RIAD Match Fund; and
- WHEREAS**, financing is necessary to complete the administrative requirements of the ordinance and regulations; and
- WHEREAS**, pursuant to KPB 5.10.040(A)(13) the KPB may invest in special assessment districts; and
- WHEREAS**, the estimated total cost of the project of \$289,178.64 less the 50 percent Road Service Area match of \$144,589.32 is to be provided as an investment by the General Fund of \$144,589.32 which will be repaid with interest by assessments on the parcels within the district;

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

SECTION 1. That the amount of \$144,589.32 is appropriated from the General Fund fund balance account number 100.27910 to be transferred to account number 845.94912.ROLWA.49999 for the Rollins Way Road Improvement Special Assessment.

SECTION 2. That the special assessment fund shall repay to the General Fund the full amount invested by the General Fund with interest though payments made on the special assessments levied.

SECTION 3. That the amount of \$144,589.32 is appropriated from the Road Service Area Operating Fund fund balance account number 236.27910 to be transferred to the Road Service Area RIAD Match Fund account 238.33950.ROLWA.50845 to be transferred to the Rollins Way Special Assessment Fund account number 845.94912.ROLWA.49999.

SECTION 4. That the 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. That this ordinance shall be effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2024.

Brent Johnson, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Finance Department

MEMORANDUM

TO: Brent Johnson, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor *PM*
Brandi Harbaugh, Finance Director *BH*
Adeena Wilcox, Borough Assessor *aw*

FROM: Nolan Scarlett, Property Tax & Collections Manager *NS*
Marie Payfer, Special Assessment Coordinator *MP*

DATE: March 7, 2024

RE: **Request to Table** Ordinance 2023-19-36, Appropriating \$289,178.64 to the Rollins Way Road Improvement Assessment District (Mayor)

KPB administration recommends and requests that Ordinance 2023-19-36 is tabled until brought back by the administration.

Pursuant to KPB 14.31.080, prepayment is required for this project. Prepayment must be received at least 15 days before the date the Assembly will act on the resolution to form the district. In order to correspond with the appropriation, a resolution to form the district was set to be heard during the Assembly's regular meeting on March 19, 2024. The resolution to form the district was pulled due to the fact that the KPB had not received any prepayments by the March 4th due date.

The sponsors of this RIAD are aware of the issue and apparently there was a misunderstanding regarding who is responsible for making sure prepayments are paid. The sponsors have been informed that the KPB does not bill each owner and that the sponsors are responsible for ensuring that prepayments are received by the deadline date. Therefore, this RIAD is on hold until the sponsors confirm they are ready to move forward.

Due to there not being a date certain to postpone this item to, the request is to table Ordinance 2023-19-36.

Your consideration is appreciated.

Kenai Peninsula Borough

Finance Department

MEMORANDUM

TO: Brent Johnson, Assembly President
Members, KPB Assembly

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

FROM: Nolan Scarlett, Property Tax & Collections Manager *NS*

DATE: February 15, 2024

RE: Ordinance 2023-19-36, Appropriating \$289,178.64 to the Rollins Way Road Improvement Assessment District (Mayor)

A petition has been received requesting the formation of a special assessment district for the Rollins Way Road Improvement Assessment District (RIAD), located in Anchor Point. The petition is the first step of the process. A resolution is scheduled to be heard at the March 19, 2024 assembly meeting to authorize the formation of the Rollins Way RIAD.

The second step in the process is this ordinance that will appropriate the necessary funds should the assembly approve the project with adoption of the resolution to form the RIAD and proceed with the improvement. The third and final step of the process will be an ordinance of assessment following the completion of the project.

KPB 14.31.070(D) requires the petition to contain signatures of the owners of record of at least 60% of the total number of parcels and owners of record of at least 60% in value of the property to be benefited within the proposed district in order to be considered by the assembly for formation. Owners of record of 61.11% of the parcels and owners of record of 68.41% in value of the property to be benefited within this proposed RIAD have signed the petition.

The total cost of the Rollins Way RIAD is estimated to be \$289,178.64. This ordinance appropriates \$289,178.64 to the assessment fund with 50% or \$144,589.32 provided as an interfund loan from the KPB General Fund and a 50% or \$144,589.32 match from the Road Service Area RIAD Match Fund.

On November 14, 2023, the Road Service Area board adopted Resolution 2023-007 to fund the 50% match. The loan will be repaid through assessments levied on property located within the RIAD which may be paid in ten annual installments. Billings will include an interest charge equal to the published prime rate in effect at the time of the loan plus 2%. The prime rate is currently 8.5%. If it remains unchanged through project completion, residents of the RIAD will be charged an interest rate of 10.5% (8.5% + 2%). This is the same formula used to determine the rate of interest on the interfund loans used to finance other USAD and RIAD projects. Early payments can be made without penalty.


February 15, 2024

Page -2-

Re: Ordinance 2023-19-

If for any reason the RIAD is not formed, the loan will not be made and the General Fund will absorb any administrative costs that exceed the \$1,000 filing fee received with the petition.

Your consideration is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>100.27910</u>
Amount:	<u>\$144,589.32</u>
Acct. No.	<u>236.27910</u>
Amount	<u>\$144,589.32</u>
By:	 _____
Date:	<u>2/13/2024</u>

2/14/2024

RECEIVED
FEB 22 2024

OFFICE OF THE BOROUGH CLERK
KENAI PENINSULA BOROUGH

To whom it may concern,

I am writing to you concerning the RIAD for Rollins Way in Sterling Acres located in Anchor Point Ak.

I am opposed to this project for several reasons. One reason is this proposed project was never discussed with myself or brought to my attention until I received a notice in the mail that a meeting concerning this RIAD was to be held on Nov. 14 2023. I received the notice on Nov. 13 2024 much to late to comprehend the proposal and much to late to arrange a flight there to be at the meeting in person. I did attend the zoom meeting on Nov.14 2023 to voice my opposition. I do not believe this proposal is needed or warranted. As this project seems to be taking road frontage from those of us that own frontage on Rollins Way and we have to pay for that? Losing frontage and taxes go up to support it? I have been to my home there in January, February and March and I have not seen any major issues concerning Rollins Way. I also spend from May until September there as well and yes, the road has pot holes etc. but it is not in any way undriveable at all. There is a HOA in place for Sterling Acres that outlines upkeep of Rollins Way and yet again I personally have never been contacted about any of this and I have owned my property for 6 years now.

I believe this entire RIAD project has been presented wrong and could have been discussed with all affected neighbors with better information from the two sponsors of this RIAD before becoming reality and a huge financial burden to myself and others. More clear and open communication should have been presented from the beginning thoughts of this project and clearly there was not.

I urge the board to table this RIAD stick it on the wall until further information can be made available and shared to ALL the affected property owners concerning other options.

Respectfully

John Krisher



2/14/2024

PO Box 460

Putney Vermont

69675 Rollins Way Anchor Point Ak

john.krisher@gmail.com

802-380-8141

RECEIVED
FEB 28 2024
FEB 2 4 44 PM '24

OFFICE OF THE BOROUGH CLERK
KENAI PENINSULA BOROUGH CLERK
KENAI PENINSULA BOROUGH



2-18-24

Sir,

I just received notice of the Proposed road on Rollins way Rd. Hearing from a number of people that live there, they are opposed to the road and said so at your first meeting. Still you are having a second meeting in Soldatna, at a time you should know we can't be there. I am writing to say, I am Not in favor of this road, nor do I understand why we should pay for a public road.

Karen Floez

Parcel Number 320-43-059

Lot 10.3

Introduced by: Mayor
Date: 02/27/24
Hearing: 03/19/24
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2023-19-37**

**AN ORDINANCE APPROPRIATING \$42,562 TO THE SPECIAL ASSESSMENT FUND
FOR THE JUBILEE STREET UTILITY SPECIAL ASSESSMENT DISTRICT**

WHEREAS, KPB 5.35 provides authority for creating and financing utility special assessment districts for utility line extension; and

WHEREAS, a petition has been received requesting the formation of a special assessment district in the Kalifornsky area for construction of a natural gas mainline; and

WHEREAS, the Assembly is considering a resolution on March 19, 2024 to form the Jubilee Street Utility Special Assessment District (“USAD”) and proceed with the improvement; and

WHEREAS, financing is necessary to complete the administrative requirements of the ordinance and regulations; and

WHEREAS, pursuant to KPB 5.10.040(A)(13), the Kenai Peninsula Borough may invest in special assessment districts; and

WHEREAS, the estimated total cost of the project of \$42,562 is to be provided as an investment by the General Fund which will be repaid with interest by assessments on the parcels within the USAD;

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

SECTION 1. That the amount of \$42,562 is authorized to be advanced to the assessment fund from the General Fund fund balance and appropriated into account 846.94912.JUBIL.49999 for the Jubilee Street Utility Natural Gas Line project.

SECTION 2. That the special assessment fund will repay the full amount with interest to the General Fund through payments made on the special assessments levied.

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

SECTION 4. That this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY
OF * 2024.**

Brent Johnson, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Finance Department

MEMORANDUM

TO: Brent Johnson, Assembly President
Members, KPB Assembly

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

FROM: Nolan Scarlett, Property Tax & Collections Manager *NS*

DATE: February 15, 2024

RE: Ordinance 2023-19-37, Appropriating \$42,562 to the Special Assessment Fund for the Jubilee Street Utility Special Assessment District (Mayor)

A petition has been received requesting the formation of a utility special assessment district (“USAD”) for installing a natural gas mainline improvement in the Kalifornsky area. This petition is the first step of the process. A resolution is scheduled to be heard at the March 19, 2024 assembly meeting to authorize the formation of the Jubilee Street USAD.

The second step in the process is this ordinance that will appropriate the necessary funds should the assembly approve the project with adoption of the resolution to form the USAD and proceed with the improvement. The third and final step of the process will be an ordinance of assessment following the completion of the project.

KPB 14.31.070(D) requires the petition to contain signatures of the owners of record of at least 60% of the total number of parcels subject to assessment and owners of record of at least 60% in value of the property to be benefited in order to be considered by the assembly for formation. Owners of record of 60% of the parcels and owners of record of 70.12% in value of the property to be benefited within this proposed USAD have signed the petition.

The total cost of the Jubilee Street USAD is estimated to be \$42,562. The loan will be repaid through assessments levied on property located within the USAD which may be paid in ten annual installments. Billings will include an interest charge equal to the published prime rate in effect at the time of the loan plus 2.00%. The prime rate is currently 8.5%. If it remains unchanged through project completion, residents of the USAD will be charged an interest rate of 10.5% (8.5% + 2.00%). This is the same formula used to determine the rate of interest to finance the other USAD projects. Early payments can be made without penalty.

If for any reason the USAD is not formed, the loan will not be made and the General Fund will absorb any administrative costs that exceed the \$1,000 filing fee received with the petition.

Your consideration is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>100.27910</u>
Am	<u>562.00</u>
By: <i>NS</i>	Date: <u>2/13/2024</u>

Introduced by: Mayor
Date: 02/27/24
Hearing: 03/19/24
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2023-19-38**

**AN ORDINANCE ACCEPTING AND APPROPRIATING \$1,365,000
FOR THE DEEP CREEK FISH PASSAGE PROJECT,
A PARTNERSHIP BETWEEN THE KENAI PENINSULA BOROUGH AND THE
U.S. FISH & WILDLIFE SERVICE**

WHEREAS, the Kenai Peninsula Borough (“KPB”) and the U.S. Fish & Wildlife Service entered into a partnership that will result in planning, conceptual designs, and construction improving fish passage restoration in the Deep Creek Watershed (“Project”) within the KPB Road Service Area (“RSA”); and

WHEREAS, the KPB received a Notice of Award from U.S. Fish and Wildlife Service for \$1,365,000 of National Fish Passage Project funds; and

WHEREAS, Ordinance 2023-19-31 authorized \$50,000 toward the project, these funds will provide for the non-federal cash match requirement to be used for Project management and travel costs; and

WHEREAS, there is a need for repair and replacement of fish passages throughout the KPB, and this Project will supplement the planning, designing, and construction (as funding allows) to replace two culverts on Oilwell Road;

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

SECTION 1. The Mayor is hereby 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 2. That the amount of \$1,365,000.00 received from the U.S. Fish & Wildlife, through the Fish and Wildlife Coordination Act Cooperation of Agencies (16 U.S.C 661) be appropriated to account 236.33950.24PAS.49999 for the Deep Creek Fish Passage Project.

SECTION 3. That the non-federal cash match will be provided through previously appropriated funds in the Road Service Area Operating Fund.

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

SECTION 5. That this ordinance is retroactively effective to February 1, 2024.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS *
DAY OF * 2024.**

Brent Johnson, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Grants Administration

MEMORANDUM

TO: Brent Johnson, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Peter A. Micciche, Mayor *PM*
Brandi Harbaugh, Finance Director *BH*
Scott Griebel, Roads Director *SG*

FROM: Elizabeth Hardie, Grants Administrator & Community Liaison *EH*

DATE: February 15, 2024

RE: Ordinance 2023-19-38, Accepting and Appropriating \$1,365,000 for the Deep Creek Fish Passage Project, a Partnership between the Kenai Peninsula Borough and the U.S. Fish & Wildlife Service (Mayor)

The Kenai Peninsula Borough (KPB) and the U.S. Fish & Wildlife Service entered into a partnership that will result in planning, conceptual designs, and construction (as funding allows) to provide fish passage restoration in the Deep Creek Watershed (“Project”) within the KPB Road Service Area (RSA). The purpose is to plan, design, and provide construction (as funding allows) to replace two culverts identified on Oilwell Road (20300894 and 20300899).

The Project provides \$1,365,000 of federal funds and \$50,000 in non-federal cash match from previously appropriated RSA operating funds toward Project management and related travel costs.

This Project addresses identified needed fish passage improvements that are within the RSA, and has the potential to provide funding for further opportunities in the future for identified needs.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Account:	<u>236.33950.24PAS.49999</u>
Amount:	\$ 50,000
By:	<i>CEJ</i>
Date:	<u>2/13/2024</u>

Introduced by: Mayor
Date: 01/02/24
Hearing: 01/16/24
Action: Enacted
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
ORDINANCE 2023-19-31**

**AN ORDINANCE APPROPRIATING \$50,000 AS A CASH CONTRIBUTION FOR THE
DEEP CREEK FISH PASSAGE PROJECT APPLICATION, A PARTNERSHIP
BETWEEN THE KENAI PENINSULA BOROUGH AND THE U.S. FISH AND
WILDLIFE SERVICE**

WHEREAS, the Kenai Peninsula Borough (“Borough”) and the U.S. Fish & Wildlife Service have identified fish passage culverts to be mitigated on Oilwell Road within the Road Service Area; and

WHEREAS, the Infrastructure Investment Jobs Act of 2021 provided \$200 million to the U.S. Fish and Wildlife Service, National Fish Passage Program (“NFPP”) to support mitigation projects that improve fish passage; and

WHEREAS, the Borough and the U.S. Fish & Wildlife Service (“FWS”) intend to submit a cooperative agreement application that will result in planning, conceptual designs, and construction improving fish passage restoration in the Deep Creek Watershed (“Project”); and

WHEREAS, the project provides \$1,365,000 of NFPP funds toward the Project phase one design and engineering as well as supplemental funding to construct one of the two culvert designs; and

WHEREAS, funding for Project management may be used as a non-federal cash contribution to increase the application scoring process, which is available in the Roads Service Area fund balance; and

WHEREAS, upon successful award of the grant, a separate ordinance will be provided that appropriates the grant funds; and

WHEREAS, at its regularly scheduled meeting held on January 9, 2024 the Road Service Area board recommended approval;

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

SECTION 1. The Mayor is hereby authorized to allocate local funds as a demonstration of contribution under the U.S. Fish & Wildlife, National Fish Passage Program application and to execute the application, agreement, and any necessary amendments or other documents deemed necessary to expend the funds and to fulfill the intents and purposes of this ordinance.

SECTION 2. The amount of \$50,000 in local funds will be appropriated from the Road Service Area Operating Fund, fund balance to account 236.33950.24PAS.49999 for Project management costs associated with the overall Project.

SECTION 3. The grant funds and cooperative agreement will be approved and appropriated by ordinance upon award notification from the U.S Fish & Wildlife Service.

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. This ordinance shall be effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF JANUARY, 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

Kenai Peninsula Borough

Road Service Area Board Packet

February 13, 2024

7:00 PM



Via Zoom Conference Call

Phone in #1-888-788-0099 or 1-877-853-5247

Computer Login: <https://us06web.zoom.us/j/85802322243>

Meeting ID#: 858 0232 2243

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. ROLL CALL & ESTABLISHMENT
OF QUORUM**
- D. APPROVAL OF AGENDA**
- E. APPROVAL OF MINUTES**

Griebel: The Deville RIAD project is approximately 70,529 linear feet, Country Woods has just over 1000 linear feet and Ten Mar Avenue is approximately 3966 linear feet. The total of the project would be 12,578 linear feet. The RIAD is for pavement improvement on those three named roads. The RIAD sponsor is Nikolina Chumley. All three roadways are currently under KPB road maintenance. The project meets the RIAD match KPB code 1430 1055 B, namely, the pavement projects for existing roads that have been certified for borough maintenance. There are 57 benefitted parcels and a single tax delinquency, designating a percentage of tax delinquency in the project area of 1.75%. There is a section on Deville that goes through a former ADL section, ADL 22 7940, which was transferred from the Alaska DNR to the KPB in 2004. This section happens to go across the parcel owned by the Kenai Peninsula borough. Therefore, even though it's not dedicated right away, there is an easement section that's a full 60 feet so therefore would qualify.

Roll Call Vote Approve Staff Report and Engineers Estimate for Deville Road RIAD

Yes: Wall, Hartline, Thomas, Covey, Holsten

Absent: Fraley, Shafer

No: 0

Motion Passes: 5 Yes, 0 No, 2 Absent

H.2. Memo & Ordinance 2023-19-XX Appropriating \$50,000 as a Cash Contribution for the Deep Creek Fish Passage Project Application, a Partnership between the Kenai Peninsula Borough and the U.S. Fish & Wildlife Service (Mayor) (1:01:25)

Discussion: Wall opened the discussion to members of the public regarding Memo & Ordinance 2023-19-XX. Seeing none, Griebel gave an overview of the Ordinance.

Griebel: The borough has been named as the recipient of a cooperative project between the Fish & Wildlife Service for grant funds to \$13 million for the replacement of two fish pass culverts located on Oilwell Road in W5. The grant has a match stipulation of 50,000. Through discussion with the agencies involved, decided that the best way for the department to contribute to that match would be to allocate \$50,000 to get the project management piece started, and that contribution would go towards somewhat of a contribution without the confusion of having to invoice against the account. The RSA feels we have a much more streamlined start for the project. The huge caveat here is it is \$1.3 million for \$50,000 which is a fairly good contribution amount for that much money, and it is a good project.

Sometime around the early 2000s, the road was lost. The culverts that are in place were put in have been stable. However, the outfall of the culvert is raised from the creek bed, and fish are not able to pass through and this project would resolve that along with a 100-year design flood provisions. The motion before the board is for consideration to approve as an advisory vote for the \$50,000 contribution. The item was introduced to the Assembly last week. Before the Assembly votes at the next meeting, I'm sure they would be interested to know what the RSA Board thinks of the project contribution and report.

Roll Call Vote to Approve Ordinance 2023-19-XX

Yes: Hartline, Thomas, Holsten, Wall, Covey

Absent: Shafer, Fraley

No: 0

Motion Passes: 5 Yes, 0 No, 2 Absent

I. **OTHER ITEMS: None**

J. **BOARD & STAFF COMMENTS: (1:09:09)**

1. DATE ISSUED MM/DD/YYYY 02/07/2024

1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO. 15.685 - National Fish Passage

3. ASSISTANCE TYPE Cooperative Agreement

4. GRANT NO. F24AC00606-00
Originating MCA #

5. TYPE OF AWARD Other

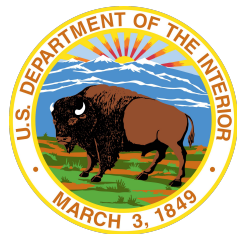
4a. FAIN F24AC00606

5a. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY
From 02/01/2024 Through 06/30/2027

7. BUDGET PERIOD MM/DD/YYYY
From 02/01/2024 Through 06/30/2027

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)
Fish and Wildlife Coordination Act—Cooperation of agencies (16 U.S.C. §661)

8. TITLE OF PROJECT (OR PROGRAM)
Deep Creek Fish Passage Projects

9a. GRANTEE NAME AND ADDRESS
KENAI PENINSULA BOROUGH
144 N Binkley St
Soldotna, AK, 99669-7520

9b. GRANTEE PROJECT DIRECTOR
Brenda Ahlberg
144 N Binkley St
Soldotna, AK, 99669-7520
Phone: 907-714-2153

10a. GRANTEE AUTHORIZING OFFICIAL
Elizabeth Hardie
144 N Binkley St
Soldotna, AK, 99669-7520
Phone: 907-714-2153

10b. FEDERAL PROJECT OFFICER
Kyle Graham
43655 Kalifornsky Beach Rd
Soldotna, AK, 99669-8296
Phone: 19072629863

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m)	\$ 1,365,000.00
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods	\$ 0.00
a. Salaries and Wages	\$ 50,000.00	c. Less Cumulative Prior Award(s) This Budget Period	\$ 0.00
b. Fringe Benefits	\$ 0.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$ 1,365,000.00
c. Total Personnel Costs	\$ 50,000.00	13. Total Federal Funds Awarded to Date for Project Period	\$ 1,365,000.00
d. Equipment	\$ 0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	\$ 0.00	YEAR	TOTAL DIRECT COSTS
f. Travel	\$ 10,000.00	a. 2	\$
g. Construction	\$ 1,235,000.00	b. 3	\$
h. Other	\$ 0.00	c. 4	\$
i. Contractual	\$ 120,000.00	d. 5	\$
j. TOTAL DIRECT COSTS	\$ 1,415,000.00	e. 6	\$
k. INDIRECT COSTS	\$ 0.00	f. 7	\$
l. TOTAL APPROVED BUDGET	\$ 1,415,000.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
m. Federal Share	\$ 1,365,000.00	<ul style="list-style-type: none"> a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS) 	
n. Non-Federal Share	\$ 50,000.00	e	
REMARKS (Other Terms and Conditions Attached - <input checked="" type="radio"/> Yes <input type="radio"/> No)		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
15e. No Program Income.		<ul style="list-style-type: none"> a. The grant program legislation b. The grant program regulations. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. Federal administrative requirements, cost principles and audit requirements applicable to this grant. 	
In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

GRANTS MANAGEMENT OFFICIAL:
Sara Williams, GRANTS MANAGEMENT SPECIALIST
5275 Leesburg Pike
Falls Church, VA, 22041
Phone: 505-553-5392

17. VENDOR CODE	0070148255	18a. UEI	LFJ1BSEYK6H3	18b. DUNS	071845168	19. CONG. DIST.	00
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0051044530-00010	\$1,365,000.00	02/01/2024	06/30/2027	1611	DEEP CREEK FISH PASSAGE	

Introduced by: Mayor
Date: 02/27/24
Hearing: 03/19/24
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2024-04**

AN ORDINANCE AUTHORIZING A NEGOTIATED LEASE WITH DAVIS BLOCK AND CONCRETE COMPANY FOR CONCRETE BATCH PLANT OPERATIONS IN SUPPORT OF THE STERLING HIGHWAY MP 45-60 CONSTRUCTION PROJECT NEAR COOPER LANDING

- WHEREAS,** Davis Block and Concrete Company has been selected as a subcontractor providing materials and services necessary to the completion of the Sterling Highway MP 45-60 construction project near Cooper Landing; and
- WHEREAS,** Davis Block and Concrete Company has submitted application for the negotiated lease of KPB-owned land, for concrete batch plant operations necessary for the construction of the Juneau Creek Bridge; and
- WHEREAS,** the KPB owns or manages other leased sites in support of the highway project, and as a result has relevant comparable lease pricing data used to determine the negotiated lease terms; and
- WHEREAS,** the site is approximately 1acre in size, and is located within an area owned by the KPB and actively managed as the Snug Harbor Materials Site; and
- WHEREAS,** the proposed site is classified as Light Industrial and Resource Management as provided in KPB Resolution 96-79; and
- WHEREAS,** additional concrete from the proposed batch plant operations will be made available for local, private sale during the term of the lease; and
- WHEREAS,** the leasing of the site will not interfere with the existing use of the Snug Harbor Materials site; and
- WHEREAS,** a site design concept and lease development agreement has been prepared for this proposal; and
- WHEREAS,** the KPB Planning Commission conducted a public hearing at its regularly scheduled meeting on February 26, 2024, and recommended approval by majority vote;

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

SECTION 1. That the Assembly finds that leasing of the identified KPB land pursuant to KPB 17.10.100(I) is in the best interest of the KPB as the use is in support of the highway project by improving safe and efficient travel on the Sterling Highway for residents and guests, while generating lease revenue for the KPB, and providing site improvements through the lease development.

SECTION 2. That the existing KPB classification of Light Industrial and Resource Management is consistent with the authorized use.

SECTION 3. That the provisions of KPB 17.10.090 and 17.10.110 governing disposition, published notice and leasing of KPB lands will not apply to this lease to Davis Block, which is short-term and project driven.

SECTION 4. That the terms of the lease will be 5 years with 2, 1-year renewals with an initial annual lease amount of \$3,500.00 and an annual 3% escalation increase.

SECTION 5. That additional financial consideration related to the lease will be in the form of site development improvements and slash disposal site maintenance during the duration of the lease term.

SECTION 6. That based on the foregoing, the Mayor is hereby authorized pursuant to KPB 17.10.100(I) to lease the 1-acre area referred to as Davis Block Lease Site, located within and being a portion of Tract A, ASLS 2010-17, Section 35, Township 5 North, Range 3 West, Seward Meridian Alaska. The authorization is for a lease solely to Davis Block and Concrete Company, and may not be assigned or subleased to any other person or entity without the expressed written consent of the Mayor.

SECTION 7. That the Mayor is authorized to execute a lease substantially similar in form to the lease agreement accompanying this Ordinance.

SECTION 8. That Davis Block and Concrete Company will have 120 days from the time of enactment of this ordinance to execute the lease.

SECTION 9. That revenue from the subject lease will be deposited in the Land Trust Fund.

SECTION 10. That this ordinance shall take effect immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY
OF * 2024.**

Brent Johnson, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Planning Department – Land Management Division

MEMORANDUM

TO: Brent Johnson, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor *PM*
Robert Ruffner, Planning Director *RR*
Marcus A. Mueller, Land Management Officer *mam*

FROM: Aaron Hughes, Land Management Agent *AH*

DATE: February 15, 2024

RE: Ordinance 2024-04 __, Authorizing a Negotiated Lease with Davis Block and Concrete Company for Concrete Batch Plant Operations in Support of the Sterling Highway MP 45-60 Construction Project Near Cooper Landing (Mayor)

Davis Block and Concrete Company (“Davis Block”) has been selected as a subcontractor to provide specific materials and services necessary for the completion of the Sterling Highway MP 45-60 construction project near Cooper Landing. Davis Block has submitted an application for a negotiated lease for the expressed purpose of a batch plant facility in support of construction operations necessary for the completion of the Juneau Creek Bridge.

The lease will encompass approximately 1-acre of a larger KPB-owned parcel currently managed as a material and slash disposal site, commonly referred to as the Snug Harbor Materials Site. Leasing of the site will provide benefit to the KPB through generation of lease revenues, materials site management services, and improvements to the site resulting from the lease. Additional benefit to the community of Cooper Landing will be in the form of locally available concrete services during the during the term of the project.

The negotiated lease terms provide for an initial annual lease amount of \$3,500 for a 5-year term, to include a 3% annual escalation, with an option to terminate the lease early based on completion of the project or to extend the lease for 2 additional one-year terms.

Authorization of the lease in support of the Sterling Highway MP 45-60 Project will help to improve safe and efficient travel on the Sterling Highway for residents and visitors while generating addition lease revenues and other added values for the KPB.

Your consideration is appreciated.

Kenai Peninsula Borough
Office of the Borough Clerk

MEMORANDUM

TO: Brent Johnson, Assembly President
Kenai Peninsula Borough Assembly Members

FROM: Michele Turner, Borough Clerk (MT)

DATE: March 6, 2024

RE: Ordinance 2024-04: Authorizing a Negotiated Lease with Davis Block and Concrete Company for Concrete Batch Plant Operations in Support of the Sterling Highway MP 45-60 Construction Project Near Cooper Landing (Mayor)

Per KPB 22.40.050(F), the borough clerk, or the clerk's designee in his or her absence, has the authority to revise pending resolutions and ordinances prior to assembly action, by filling in any blanks in the legislation stating advisory board recommendations made concerning the legislation. This serves as our memorandum to advise the assembly of same.

Conforming to the Planning Commission's actions, the last Whereas clause has been updated to read:

"WHEREAS, the KPB Planning Commission conducted a public hearing at its regularly scheduled meeting on February 26, 2024, and recommended approval by majority vote;"

Thank you.

Kenai Peninsula Borough
Planning Department

MEMORANDUM

TO: Brent Johnson, Assembly President
Kenai Peninsula Borough Assembly Members

THRU: Peter Micciche, Borough Mayor *PAM*

FROM: Robert Ruffner, Planning Director *RR*

DATE: February 29, 2024

RE: Ordinance 2024-04: An ordinance authorizing a negotiated lease with Davis Block & Concrete Company for concrete batch plant operations in support of the Serling Highway MP 45-60 Construction Project near Cooper Landing.

The Kenai Peninsula Borough Planning Commission reviewed the subject ordinance during their regularly scheduled February 26, 2024 meeting.

A motion passed by majority vote (8-Yes, 1-No) to recommend approval of Ordinance 2024-04.

In the ordinance, please amend the last WHEREAS statement:

WHEREAS, the Kenai Peninsula Borough Planning Commission conducted a public hearing at its regularly scheduled meeting on February 26, 2024 and recommended approval by majority vote.

Attached are the unapproved minutes of the subject portion of the meeting.

February 26, 2024 Planning Commission Draft Meeting Minutes

~~and regular agendas.~~

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

~~MOTION PASSED BY UNANIMOUS VOTE:~~

Yes - 0	Brantley, Epperheimer, Fikes, Gillham, Morgan, Slaughter, Staggs, Tautfest, Venuti
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AGENDA ITEM E. NEW BUSINESS

Chair Brantley asked Ms. Shirnberg to read the public hearing procedures into the record.

ITEM #1 – ORDINANCE 2024-04

AUTHORIZING A NEGOTIATED LEASE WITH DAVIS BLOCK & CONCRETE COMPANY FOR CONCRETE BATCH PLANT OPERATIONS IN SUPPORT OF THE STERLING HIGHWAY MP 45-60 CONSTRUCTION PROJECT NEAR COOPER LANDING

Staff report given by Land Management Land Agent Aaron Hughes.

Chair Brantley open the item for public comment.

Corey Davis; Davis Block & Concrete; 36122 Ravenwood Street, Kenai, AK 99611: Mr. Davis is the applicant and made himself available for questions.

Commissioner Morgan asked Mr. Davis if he could explain why there was only one weeks' notice to the public regarding the special APC meeting, yet the application was received by the borough in July of 2023. She wondered why the community wasn't involved sooner. Mr. Davis replied that when he submitted the initial lease application, he was in the process of putting his bid numbers together for this state project. He did not receive notice that his bid was successful until January 2024, it was then that he submitted his final lease application to the borough.

Commissioner Morgan then asked if it would be possible to put this batch plant nearer the construction site, which would keep the truck traffic off the existing roads. Mr. Davis replied the main problem is the grade on both the east and west sides of the site are too steep. The raw materials, coming in to produce the concrete, will be coming in on double trucks and they would not be able to go up the steep grades. The batch plant needs to be in a flat/level area. He then noted that their operations are not like typical road construction. Their production work will be sporadic, they are looking at producing approximately 150 truckloads of concrete a construction season.

Commissioner Morgan then asked if he could explain his plans to keep the area residents and other users of the highway safe. She wondered if he had a plan for traffic control at the Snug Harbor Rd. and highway intersection during high traffic times. Mr. Davis replied they plan to notify the community on days that they will be working by sending out a message via the Cooper Landing Crier and Facebook. They will also put out signage on the road when they are in production. If traffic control is something that is needed, they would be able to accommodate that.

Commissioner Morgan then asked him to describe the routes his trucks will use for this project. Mr. Davis replied that there will be side dump trucks coming from Kenai to the site to supply the aggregate to make the concrete. There will be cement coming to the site from Anchorage. Mr. Davis then noted that since the 1970s Davis Block has run their business in an area that has a high recreational use and they are very used to working in that kind of environment.

Karen Button; 20341 Philadelphia Way, Eagle River, AK 99577: Ms. Button owns property on Snug Harbor Road and spoke in opposition to the concrete batch plant proposal.

David Nees; P.O. Box 867, Cooper Landing, AK 99572: Mr. Nees owns property off Snug Harbor Road and spoke in opposition to the concrete batch plant proposal.

Ed Holsten; P.O. Box 790, Cooper Landing, AK 99572: Mr. Holsten owns property on Snug Harbor Road and spoke in opposition to the concrete batch plant proposal.

Sandra Holsten; P.O. Box 790, Cooper Landing, AK 99572: Ms. Holsten owns property on Snug Harbor Road and spoke in opposition to the concrete batch plant proposal.

Tom Wanat; 37592 Snug Harbor Road, Cooper Landing, AK 99572: Mr. Wanat owns property on Snug Harbor Road and spoke in opposition to the concrete batch plant proposal.

Cynthis Dawson; 38062 Snug Harbor Road, Cooper Landing, AK 99572: Ms. Dawson owns property on Snug Harbor Road and spoke in opposition to the concrete batch plant proposal.

Vince Beltram; 17118 Bean Creek Road, Cooper Landing, AK 99572: Mr. Beltram owns property in the area had several question for the applicant

General Areas Of Concern Expressed By The Public:

- Not enough/improper notice time
- Safety concerns related to additional heavy equipment traffic on the roads
- Potential road damage due to truck usage
- Lack of exploration of other possible locations

Chair Brantley asked Director Ruffner to explain the lease application and public noticing processes to the public. Director Ruffner shared the process and then reminded the public that the planning commission was only being asked to make a recommendation on the lease application, the Assembly is the decision making body. He encouraged those with concerns to attend the Assembly meetings to make comment. He then shared the Assembly schedule for this piece of legislation.

Corey Davis; Davis Block & Concrete; 36122 Ravenwood Street, Kenai, AK 99611: Mr. Davis stated the plan is to preload the site with aggregate (approximately 40 truckloads) before the construction season, so the double side dumps, which seem to be an area of concern for the public, will be done in the winter/spring time. He plans to use 3 trucks (two hauls per day) to bring the aggregate to the site. He again noted that they are only talking about 150 truckloads of concrete per construction season, which would work out to approximately one truckload a day. The work is going to be sporadic, so work activities will not be going on every day. On the day that they are pouring he plans to have 4 concrete trucks on site, which will transport 5-10 truckloads per pouring days. He noted that the proposed lease site is a mile away (in any direction) from the closest residential property.

Commissioner Gillham asked Mr. Davis to explain how he will be able to ensure that his trucks will obey the area speed limits. Mr. Davis replied that his trucks all have automatic transmissions and should have no issues with speed limits. Drivers not obeying speed limits have not been a significant issue but if his drivers do break the law, he will definitely deal with it. Commissioner Gillham then asked if his heavily loaded trucks going downhill would have any issues maintaining the 25-mile speed limit. Mr. Davis replied they would not.

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

MOTION: Commissioner Slaughter moved, seconded by Commissioner Staggs to forward to the Assembly a recommendation to adopt Ordinance 2024-04, authorizing a negotiated lease with Davis Block & Concrete Company for a concrete batch plant operations in support of the Sterling Highway MP 45-60 Construction Project near Cooper Landing.

Commissioner Staggs stated that he has done work on concrete batching with Metco. He understands that the community sees this as a loud and intrusive thing. However, outside of the trucks going in and out, he doesn't think they will even notice that the plant is there. He doesn't see any real problems with this.

Commissioner Morgan stated that she doesn't know if she has been convinced that this is the best location for the batch plant. She does believe that there are better suited locations. For that reason, she doesn't feel supportive of this lease application. She then reminded the public the commission is only making a recommendation and that the Assembly will be the ones making the decision. She encouraged members of the public to make their comments known to the Assembly.

Commissioner Gillham asked if staff could go over the other potential sites for the plant and why they were not chosen. Land Management Agent Hughes replied the proposed site was selected by Davis Block. After feedback from some of the concerned community members they looked at other potential locations. Several of the locations were owned by the State and so the borough has no say regarding them. Another borough owned location suggested was off Slaughter Rd. and that location was classified recreational and has a local option zone which would not allow for this kind of use. To make any changes in the classification and zoning on that parcel could take up to six months and would create timeline issues so it did not fit the needs of the applicant.

Commissioner Tautfest state that she would support this application. She felt the applicant address the areas of concerns and the Cooper Landing APC also recommended approval.

Commissioner Gillham stated that she had read through the minutes from the Cooper Landing APC special meeting. The APC had a pretty in-depth conversation on this application. She believes that the lease application has been vetted and thought through thoroughly so she will be supporting the application.

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

MOTION PASSED BY MAJORITY VOTE:

Yes - 8	Brantley, Epperheimer, Fikes, Gillham, Slaughter, Staggs, Tautfest, Venuti
No - 1	Morgan

**ITEM #2 - STREET NAMING RESOLUTION 2024-02
RENAMING ASPEN COURT TO ASPEN LANE
NIKISKI AREA**

Street Naming Resolution	2024-02
Planning Committee Meeting	February 26, 2024
Applicant	Kenai Peninsula Borough
Community / ESN	Nikiski / ESN 501
Constructed	No
Year Named	1983
Total Lots	5
E911 Addresses	None
Mailing Address	None

Staff report given by Planning Director Robert Ruffner.

Chair Brantley open the item for public comment. Seeing and hearing no one wishing to comment, public comment was closed and discussion was opened among the commission.

MOTION: Commissioner Staggs moved, seconded by Commissioner Slaughter to adopt Street Naming Resolution 2024-02, renaming a certain right of way within Section 10, Township 07 North, Range 12 West, Seward Meridian, within Emergency Service Number 501 to Aspen Lane.

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

MOTION PASSED BY UNANIMOUS VOTE:

Yes - 9	Brantley, Epperheimer, Fikes, Gillham, Morgan, Slaughter, Staggs, Tautfest, Venuti
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**ITEM #3 - CONDITIONAL USE PERMIT
GRANTING A CONDITIONAL USE PERMIT FOR THE CONSTRUCTION OF A FOOTBRIDGE WITHIN
THE 50' HABITAT PROTECTION DISTRICT OF THE KENAI RIVER**

PC Resolution	2024-04
Planning Committee Meeting	February 26, 2024
Applicant/Agent:	DeWayne Benton Through Heather Benton

Master Land Lease Development Agreement
KPBL#

The Kenai Peninsula Borough, an Alaska municipal corporation, whose address is 144 N. Binkley Street, Soldotna, AK 99669 (the "KPB"); and Davis Block and Concrete Company, whose address is 36122 Ravenwood Street, Kenai, AK 99611 ("Davis Block") (together, the "Parties") enter into this Master Land Lease Development Agreement (the "Master Lease") and agree as follows:

I. Background; Contract Documents; Authorized Contact; Definitions

1. **Background.** The KPB owns or manages certain real property located in the Kenai Peninsula Borough, in the state of Alaska. The Property is more particularly described in Section 5 and depicted in Attachment 3. For good and valuable consideration, the Parties agree that the Borough will grant Davis Block the right to use the Property for the purpose of temporary concrete batch plant operations in support of the State of Alaska MP 45-60 Project. Davis Block agrees that it will conduct its use and operations according to the terms and conditions contained in this Agreement for purposes integral to the Sterling Highway MP45-60 Project near Cooper Landing, Alaska. KPB agrees that Davis Block may use the Property to conduct similar business operations outside the MP 45-60 project scope for the duration of the agreement.
2. **Authorized Contact.** All communications about this Agreement will be directed as follows. Any reliance on a communication with a person or entity other than those listed below is at the Party's own risk. KPB staff do not have authority to bind the KPB. Any material amendments or changes to the Agreement must be approved in writing signed by the KPB Mayor and may be subject to appropriation and approval by the KPB Assembly.

KPB:

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

Davis Block:

Name: Davis Block and Concrete Company.
Attn: Scott Davis, President
36122 Ravenwood Street
Kenai, AK 99611

3. **Contract Documents.** As authorized by the KPB Assembly, this Master Lease and incorporated attachments together form the entire agreement ("Agreement"). Collectively, the Agreement is the final and complete understanding of the Parties. The following agreements or attachments, are attached to, incorporated herein by reference, and together form the Agreement:
 - i. Master Lease
 - ii. Attachment 1: Lease Provisions Required by KPB 17.10
 - iii. Attachment 2: Development Plan

4. Definitions.

- 4.1. Agreement – As set forth in Section 3, above.
- 4.2. Environmental Assessment - An assessment of property, prepared in a manner consistent with generally accepted professional practices, that is supported by reports and tests that determine the environmental condition of property and the presence, type, concentration, and extent of any contamination in, on, and under the surface of the property.
- 4.3. Environmental Law - Any federal, state, or local statute, law, regulation, ordinance, code, lease, order, decision, or judgment from a governmental entity relating to environmental matters, including littering and dumping. It includes, as applicable, 42 U.S.C. 7401-7671 (Clean Air Act); 33 U.S.C. 1251-1387 (Federal Water Pollution Control Act); 42 U.S.C. 6901-6992 (Resource Conservation and Recovery Act); 42 U.S.C. 9601-9657 (Comprehensive Environmental Response, Compensation, and Liability Act); U.S.C. 5101-5127 (Hazardous Materials Transportation Act); 15 U.S.C. 2601-2692 (Toxic Substances Control Act); AS 46 (Alaska Water, Air, Energy, and Environmental Conservation Acts); and the provisions of 18 AAC (Environmental Conservation) implementing AS Title 46.
- 4.4. Environmental Liability Baseline - A description, accepted by the KPB and documented by one or more Environmental Assessments and any other relevant documents, of the existence, location, level, and extent of contamination in, on, or under the surface of the Property that was neither caused nor materially contributed to by Davis Block, nor assumed by Davis Block by reason of assignment.
- 4.5. Project – State of Alaska Sterling Highway MP45-60 Project.
- 4.6. Property – Site that will be leased by Davis Block as part of the Project more particularly described in Section 5 and shown on Attachment 3.
- 4.7. Site Development Materials - Materials used for site development, including geotextile, fill, gravel, paving, and pavement reinforcement materials, water well development and casing and electric utility.

II. Leased Property Description; Term; Rent

5. **The Property.** The KPB agrees to lease to Davis Block, and Davis Block agrees to lease from the KPB, the Property in “as-is” condition. The KPB makes no specific warranties, express or implied, concerning the title or condition of the Property, including survey, soils, wetlands, access, or suitability for any use, including those uses authorized by the Agreement, unless otherwise specified in this Agreement. The Property is more particularly described as:

Section 35, Township 5N, Range 3 West

An approximate 1 acre tract being located in and a portion of Tract A, ASLS 2010-17, Seward Meridian, and as further described and depicted in Attachment 3.

6. **Additional Lands.** By mutual written agreement of the Parties, the Property may be added to, amended, or otherwise changed to fit the needs of the Project. This provision will be interpreted to mean that the KPB and Davis Block may agree to add additional lands owned

or managed by the KPB to the Agreement and Davis Block may agree to lease such additional lands under the same rental and fees basis, subject to the terms and conditions set forth in this Agreement and to KPB Assembly approval.

7. Term.

- 7.1. Initial Term. The Initial Term of this Agreement will be for a period of five years commencing on _____ and terminating on _____.
- 7.2. Renewal Term(s). Unless notice of non-renewal is provided prior to expiration of the Initial Term or Davis Block is otherwise in breach of the Agreement, the Agreement may be automatically renewed by Davis Block for two additional 1-year Renewal Terms.
- 7.3. Early Termination. With 90 day written notice to the KPB, Davis Block may request early termination of the Agreement only in the event that Davis Block's involvement in the project has been completed.

8. Rent.

- 8.1. Surface Use Rent ("Rent"). The Rent for the use of the surface area of the Property is \$3,500.00 plus applicable sales taxes as may otherwise be required by law, for the first year of the Agreement, payable on the commencement date of the lease and each anniversary thereof. The Rent will increase annually at 3% per annum.
- 8.2. Services in lieu of rent. In addition to the rental consideration referred to in Section 8.1, Davis Block agrees to conduct onsite maintenance of the slash disposal site as deemed necessary (with the exception of burning) during the term of the Agreement. Details of these services are as defined in Exhibit _____.
- 8.3. Material Extraction and Disposal. As a condition of the lease, Davis Block may mine up to 1,000 yards of on-site material to be used solely for development of the Property. All mining activity for said authorized materials must take place in areas approved by the KPB in writing and in a manner that complies with all applicable laws, ordinances, regulations and materials site development plans.
- 8.4. Except as provide in Section 8.3, no material extraction or disposal provisions are incorporated as a part of this Agreement.

III. Uses; Reservation of Rights by KPB

9. Authorized Uses. The Agreement is entered into for the use of the Property for the following authorized uses:

- 9.1. Subject to Section 11 below, Davis Block will have exclusive surface use and possession of the leased Property. The surface uses will be governed by this Master Lease. Surface uses include the staging of personnel and temporary concrete batch plant operations, and related uses as reasonably necessary.

10. Prohibited Uses. Under this Agreement, the following uses on the Property are prohibited:

- 10.1. Installing permanent structures;

- 10.2. Storage of bulk fuel. Bulk fuel is defined as storage of 500 gallons or more fuel.
- 10.3. Storage or maintenance of heavy equipment or construction materials outside of those provided for in the development plan and as otherwise agreed to by the KPB.
- 10.4. Material extraction or deposit not otherwise allowed in the Agreement.
- 10.5. Any use that may restrict or otherwise inhibit continued use of the site for existing material extraction and slash disposal.
- 10.6. All other uses not specifically in support of the identified intended use.

11. Rights Reserved by KPB.

- 11.1 The KPB reserves and retains the right to grant additional easements for utility and public access purposes across the Property and nothing herein contained may prevent the KPB from specifically reserving or granting such additional easements and rights-of-way across the Property as may be deemed reasonable and necessary.

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

- 11.2 The KPB reserves the right of ingress and egress from the Property, and the right to enter any part of the Property for the purposes of inspection at any reasonable time subject only to the KPB's best efforts, except in the case of an emergency, to coordinate its inspection with Davis Block to minimize interference with Davis Block's operations and activities on the Property.

IV. Cancellation, Expiration or Other Termination

12. Davis Block Default.

- 12.1. If Davis Block violates a term of the Agreement and the KPB considers that term to be a material obligation of the Agreement, or the violation to be a material deviation from the requirements of the Agreement, the KPB will mail or deliver to Davis Block a written notice of the violation. The notice must allow Davis Block not less than sixty (60) days to correct the violation, unless the violation constitutes an imminent threat to public health or safety.
- 12.2. If Davis Block does not correct the violation by the time set forth in the notice, the KPB will:
 - a. Grant an extension of time to correct the violation if Davis Block shows good cause;
 - b. Take enforcement action as provided under this Agreement or as available by law; or
 - c. Cancel the Agreement.
- 12.3. If the KPB determines that a violation creates an imminent threat to public health or safety, the KPB will:
 - a. Direct Davis Block to stop the activity immediately;
 - b. Provide Davis Block less time than otherwise specified in the Agreement to correct the violation; or
 - c. Correct the violation at Davis Block's expense.

- 12.4. Without limitation, the following will be deemed either violations of material obligations of this Agreement or material deviations from the requirements of the Agreement:
- a. Davis Block fails to pay when due any rent, charge, or fee or royalty specified in the Agreement, including any increase made under the Agreement;
 - b. Davis Block blocks or restricts the KPB or its Contractors access to the Property in violation of Section 11 above; or
 - c. Davis Block is otherwise found to be in violation of local, state or federal law.

13. Waiver.

- 13.1. A waiver by the KPB of any default by Davis Block of any provision of this Agreement will not operate as a waiver of any subsequent default. If the KPB waives a default, the KPB is not required to provide notice to Davis Block to restore or revive any provision under this Agreement. The waiver by the KPB of any provision in this Agreement cannot be enforced or relied upon unless the waiver is in writing and signed by the KPB.
- 13.2. The KPB's failure to insist upon the strict performance by Davis Block of any provision in this Agreement is not a waiver or relinquishment for the future, and the provision will continue in full force.

14. Disposition of Improvements and Personal Property. All temporary improvements and personal property of Davis Block must be removed by Davis Block, at its sole expense, within ninety (90) days of cancellation, termination, or expiration of the Agreement.

15. Disposition of Site Development Materials. Site Development Materials that Davis Block completes or places on the Property become part of the KPB-owned or managed realty and property of the KPB upon completion or placement. Davis Block may not remove the Site Development Materials unless the KPB approves in writing.

16. Natural Disasters. If the Parties agree in writing that the Property is unusable, not due to the fault or negligence of either Party, to the extent that performance of the Agreement is impossible, the Agreement may be terminated. If Davis Block elects to continue to operate, the KPB is under no obligation to continue to perform. Causes for termination under this provision include, but are not restricted to: acts of God; fires; floods; epidemics; quarantine restrictions; earthquakes; landslides; mudslides; avalanches; tsunamis; or volcanic activity.

17. National Emergency. If the federal government declares a national emergency, neither Party may hold the other liable for any inability to perform any part of the Agreement as a result of the national emergency.

18. Survival.

- 18.1. Upon expiration, cancellation, or other termination of this Lease, Davis Block must peaceably and quietly vacate the Property and return possession to the KPB.
- 18.2. Davis Block's obligations under the following provisions of the Agreement will survive and remain binding on Davis Block after the expiration, cancellation, or other termination of the Agreement:
- a. Section 8 – Rent; Notwithstanding this provision, rent will not apply if expiration is

- at the end of the term of the Agreement or if the Agreement is terminated for reasons set forth in Sections 16 or 17 above.
- b. Section 14 – Disposition of Improvements and Personal Property; and
 - c. Sections 19 through 24 of Chapter V, Environmental Issues.

V. ENVIRONMENTAL ISSUES

19. Environmental Liability Baseline.

- 19.1. Responsibility for Ascertaining Environmental Condition of Property. Davis Block has the sole responsibility under the Agreement to ascertain the environmental condition and presence of contamination in, on, and under the surface of the Property, and is conclusively presumed to have caused or to have materially contributed to any contamination of, or originating on, the Property except as identified in an Environmental Liability Baseline. If known contamination is on the Property that has been closed out under alternate cleanup levels approved by ADEC, Davis Block is responsible for following all restrictions set by ADEC including, but not limited to, notifying any assignee of the Agreement in writing of ADEC's restrictions.
- 19.2. Financial Responsibility for Contamination on the Property and on any Affected Property. Davis Block assumes financial responsibility to the KPB for any contamination in, on, and under the Property, except for contamination that is identified in an Environmental Liability Baseline. This is without prejudice to Davis Block's right to seek contribution or indemnity from either prior lessees of the Property, or other potentially responsible parties except for the KPB.
- 19.3. Establishing an Environmental Liability Baseline
 - a. If Davis Block wants to establish an Environmental Liability Baseline for any or all portions of the Property, Davis Block must provide the KPB with an Environmental Assessment for that portion of the Property prior to its use.
 - b. If Davis Block discovers contamination in, on, or under the surface of the Property, for any portion of the contamination to be considered for inclusion in the Environmental Liability Baseline, Davis Block must demonstrate by reasonable evidence to the satisfaction of the KPB that the contamination proposed for inclusion was not caused or materially contributed to by Davis Block or Davis Block's operations or activities nor assumed by Davis Block. Contamination caused or materially contributed to by activities of Davis Block's sublessees, contractors, and guests on the Property are deemed to have been materially contributed to by Davis Block.
 - c. Only that portion of contamination not caused or materially contributed to by Davis Block or Davis Block's operations or activities will be included in the Environmental Liability Baseline.
- 19.4. Adding to an Existing Environmental Liability Baseline
 - a. If, after an Environmental Liability Baseline is established for any portion of the Property, Davis Block discovers contamination in, on, or under the surface of that portion of the Property having an Environmental Liability Baseline, which contamination Davis Block or Davis Block's operations or activities did not

cause, or to which Davis Block or Davis Block's operations did not materially contribute, and which Davis Block did not assume by reason of assignment, Davis Block may, at its own cost, submit an additional Environmental Assessment reflecting that information to the KPB for the KPB's consideration to add to the Environmental Liability Baseline. Davis Block's additional Environmental Assessment must demonstrate by reasonable evidence to the satisfaction of the KPB which portion of the additional contamination on the Property was not caused by Davis Block or Davis Block's activities, or to which Davis Block or Davis Block's activities did not materially contribute.

- b. Only that portion of contamination not caused by Davis Block or Davis Block's operations, or to which Davis Block or Davis Block's operations did not materially contribute, may be added to the existing Environmental Liability Baseline.

19.5. The KPB's Acceptance or Rejection of Davis Block's Environmental Assessment.

When the KPB receives Davis Block's Environmental Assessment to establish an Environmental Liability Baseline or to add to an existing Environment Liability Baseline, the KPB, in its sole discretion, may do one of the following:

- a. Perform additional environmental testing at Davis Block's expense to verify the environmental condition of that portion of the Property being assessed. If the results of the KPB's tests conflict with Davis Block's Environmental Assessment, the KPB and Davis Block will negotiate in good faith an Environmental Liability Baseline or an addition to the existing Environmental Liability Baseline for that portion of the Property being assessed; or
- b. Accept the findings of Davis Block's Environmental Assessment and any other relevant documents to establish an Environmental Liability Baseline for that portion of the Property being assessed or to add to the existing Environmental Liability Baseline; or
- c. Reject the findings of Davis Block's Environmental Assessment for that portion of the Property being assessed and offer Davis Block the opportunity to perform additional environmental testing if the KPB determines in writing that the findings of the Environmental Assessment are inadequate to establish an Environmental Liability Baseline or to add to an existing Environmental Liability Baseline. The KPB's written rejection of the Davis Block's Environmental Assessment will be based on failure of Davis Block's Environmental Assessment to either:
 - (1) Follow generally accepted professional practices in determining the environmental condition of the Property and the presence of Contamination in, on, or under the surface of the Property; or
 - (2) Demonstrate the portion of the contamination that was not caused by Davis Block or Davis Block's operations, or to which Davis Block or Davis Block's operations did not materially contribute.

19.6. Amending the Environmental Liability Baseline to Delete Contamination Caused or Assumed by Davis Block, or to which Davis Block Materially Contributed.

- a. If, after the Environmental Liability Baseline for any portion of the Property is established, it is discovered that the presence of contamination identified in the Environmental Liability Baseline was caused or assumed by Davis

Block or Davis Block's operations, or to which Davis Block or Davis Block's operations materially contributed, the Environmental Liability Baseline may be amended to delete that portion of the Contamination that was caused by Davis Block or Davis Block's operations, or to which Davis Block or Davis Block's operations materially contributed.

- b. The KPB will have the burden of proof to establish that Davis Block or Davis Block's operations or activities caused or materially contributed to the contamination.
- c. If it is discovered that contamination identified in the Environmental Liability Baseline was caused by Davis Block or that Davis Block or Davis Block's operations materially contributed to the contamination, the Parties will agree upon an amendment to the Environmental Liability Baseline within a reasonable time.

20. Release of Lessee. The KPB releases Davis Block from liability to the KPB for contamination identified by the Environmental Liability Baseline that was not caused by Davis Block or Davis Block's operations, or to which Davis Block or Davis Block's operations did not materially contribute.

21. Required Remediation. The KPB is under no obligation to remediate contamination identified in an Environmental Assessment, except the KPB must remediate, or have responsible parties remediate, the contamination identified in the Environmental Liability Baseline if an agency with such authority requires the KPB to remediate. In the event of such required remediation, the KPB will make a reasonable effort to coordinate the remediation with Davis Block to minimize disruption of Davis Block's operations or activities and damage to Davis Block's improvements and property. Davis Block releases and holds the KPB harmless for all costs associated with any damage to, and relocation, removal, and repair of Davis Block's improvements and property resulting from remediation performed in compliance with this Section with respect to contamination that existed before construction of affected improvements.

22. Action Against Potentially Responsible Parties. This Section restricts neither the KPB nor Davis Block from seeking and obtaining cleanup efforts, costs, or damages from other potentially responsible parties for Contamination identified in the Environmental Liability Baseline.

VI. Additional Terms and Conditions

23. Defense and Indemnification. Davis Block agrees to defend, indemnify, and hold harmless the KPB, its employees, public officials, and volunteers, with respect to any action, claim or lawsuit to the extent cause by (1) a breach of this Agreement or (2) the use and occupancy of the Property by Davis Block. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages resulting from judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. Davis Block's obligations arise immediately upon notice to the KPB of any action, claim, or lawsuit. The KPB will notify Davis Block in a timely manner of the need for indemnification but such notice is not a condition precedent to Davis Block's obligation and may be waived

where Davis Block has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim or lawsuit is initiated, filed, or otherwise brought against the KPB to the extent caused by Davis Block's use and occupancy of the Property. Notwithstanding the foregoing, Davis Block's duty to indemnify, defend, and hold harmless the KPB as set forth above will not apply to the extent a claim arises from the negligence or willful misconduct of the KPB, its employees, public officials, and volunteers.

- 24.** Insurance coverage required under this Agreement must be primary and exclusive of any other insurance carried by the KPB. Minimum levels of insurance coverage required under this Agreement must remain in effect for the life of this Agreement. If Davis Block's policies contain higher limits, the KPB will be entitled to coverage to the extent of such higher limits. Certificates of Insurance will be delivered to the KPB at the time of submission of the signed Agreement. The KPB may request copies of required policies and endorsements, which must be provided within ten calendar days of the KPB's request.
- 24.1. Commercial General Liability Insurance (CGL). Davis Block must provide and maintain commercial general liability insurance ("CGL"). The CGL policy must be written on an occurrence basis and with a limit of not less than one million dollars (\$1,000,000.00) per occurrence. If necessary to provide the required limits, the CGL policy's limits may be layered with an umbrella or excess liability policy. This policy must name the KPB as additional insured with a waiver of subrogation.
- 24.2. Commercial Auto Liability. Davis Blok must provide and maintain commercial auto liability insurance. The commercial auto liability policy must include a combined single limit of not less than one million dollars (\$1,000,000.00). Coverage must include non-owned and hired car coverage. This policy must name the KPB as additional insured with a waiver of subrogation.
- 25.** Workers' Compensation. Davis Block must provide and maintain workers' compensation insurance in accordance with the laws of the State of Alaska for all of its employees engaged in work under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than the minimum amounts required by law. Subrogation will be waived.
- 26.** Subleasing. Davis Block may not sublease the Property nor any part thereof without written permission of the KPB Mayor when applicable. A sublease must be in writing and subject to the terms and conditions of the Agreement.
- 27.** Waste. Davis Block must not commit waste upon or injury to the Property.
- 28.** Fire Protection. Davis Block must take all reasonable precautions to prevent, and take all reasonable actions to suppress, destructive and uncontrolled grass, brush, and forest fires on the Property, and comply with all laws, regulations, and rules promulgated and enforced by the protection agency responsible for forest protection within the area wherein the Property is located.
- 29.** Safety. Davis Block will be solely responsible for maintaining the Property in a safe and fit condition including, without limitation, snow and ice removal from all improvements and areas

on the Property as needed for Davis Block's use of the Property. Davis Block is responsible for the safety of all persons conducting activities on the Property under the Agreement.

- 30. Sanitation.** Davis Block must comply with all laws, regulations or ordinances promulgated for the promotion of sanitation. The Property must be kept in a clean and sanitary condition and every effort must be made to prevent pollution of the waters and lands. Sanitary facilities must be in accordance with ADEC regulations.
- 31. Compliance with Laws.** Davis Block must abide by all applicable federal, state, city, and KPB statutes, ordinances, rules, and regulations. Davis Block is responsible for obtaining all federal, state, and local permits applicable to Davis Blocks activities and must keep such permits in good standing. Davis Block understands the materials site is subject to an existing SWPP specific to the established use at the site. Davis Block will need to investigate and enter into an individual SWPP for their expanded use. Any SWPP violations matters resulting from the expanded use by Davis Block, will be remedied by Davis Block in prompt and complete manner.
- 32. Responsibility of Location.** It will be Davis Block's responsibility to properly locate itself and its improvements on the Property.
- 33. Liens and Mortgages.** Davis Block will not cause nor allow any lien or encumbrance of any kind or nature whatsoever to attach to the Property during the term of the Agreement. In the event that any prohibited lien is placed against the Property, Davis Block will immediately cause the lien to be released.
- 34. No Warranty, Express or Implied.** Davis Block accepts the Property AS-IS, WHERE-IS. The Agreement will be without warranty whatsoever, whether implied or expressed, as to quality, fitness for purpose or suitability for development, or physical condition (including, without limitation, the environmental condition of the property). It is Davis Block's responsibility to satisfy itself prior to executing the Master Lease as to the type, condition, and quality of the Property.
- 35. Jurisdiction.** Any lawsuits filed in connection with the terms and conditions of the Agreement, and of the rights and duties of the parties must be filed and prosecuted at Kenai, Alaska and will be governed by Alaska law, without regard to conflict of law principles.
- 36. Savings Clause.** Should any provision of the Agreement fail or be declared null or void in any respect, or otherwise unenforceable, it will not affect the validity of any other provision of the Agreement nor constitute any cause of action in favor of either Party as against the other.
- 37. Binding Effect.** It is agreed that all covenants, terms, and conditions of the Agreement will be binding upon the successors, heirs and assigns of the Parties hereto.
- 38. Integration and Merger.** The Agreement sets out all the terms, conditions, and agreements of the Parties and supersedes any previous understandings or agreements regarding the Property whether oral or written. Unless specifically authorized within a provision, no modification or amendment of the Agreement is effective unless in writing and signed by both of the Parties.

39. Warranty of Authority. Davis Block warrants that the person executing the Agreement is authorized to do so on Davis Block's behalf.

40. Counterparts. The Agreement may be executed in counterpart, each of which when so executed and delivered will be considered an original and all of which when taken together will constitute one and the same instrument.

41. Taxes. Lessee will be responsible for all KPB tax obligations which may be assessed to the leased premises, improvements and / or related activities.

42. Quiet Enjoyment. During the term of the Agreement, Davis Block will have quiet enjoyment of the Property subject to the terms and conditions stated in the Agreement.

43. Interpretation. Both parties have had an opportunity to review the Agreement, to suggest changes, and to consult with legal counsel before signing. The Agreement will not be interpreted in favor of or against either Party.

44.

LESSOR: Kenai Peninsula Borough

LESSEE: Davis Block and Concrete Company

By: Peter A. Micciche
Its: Mayor
Date: _____

By: Scott Davis
Its: President
Date: _____

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Michele Turner, CMC
Borough Clerk

A. Walker Steinhage
Deputy Borough Attorney

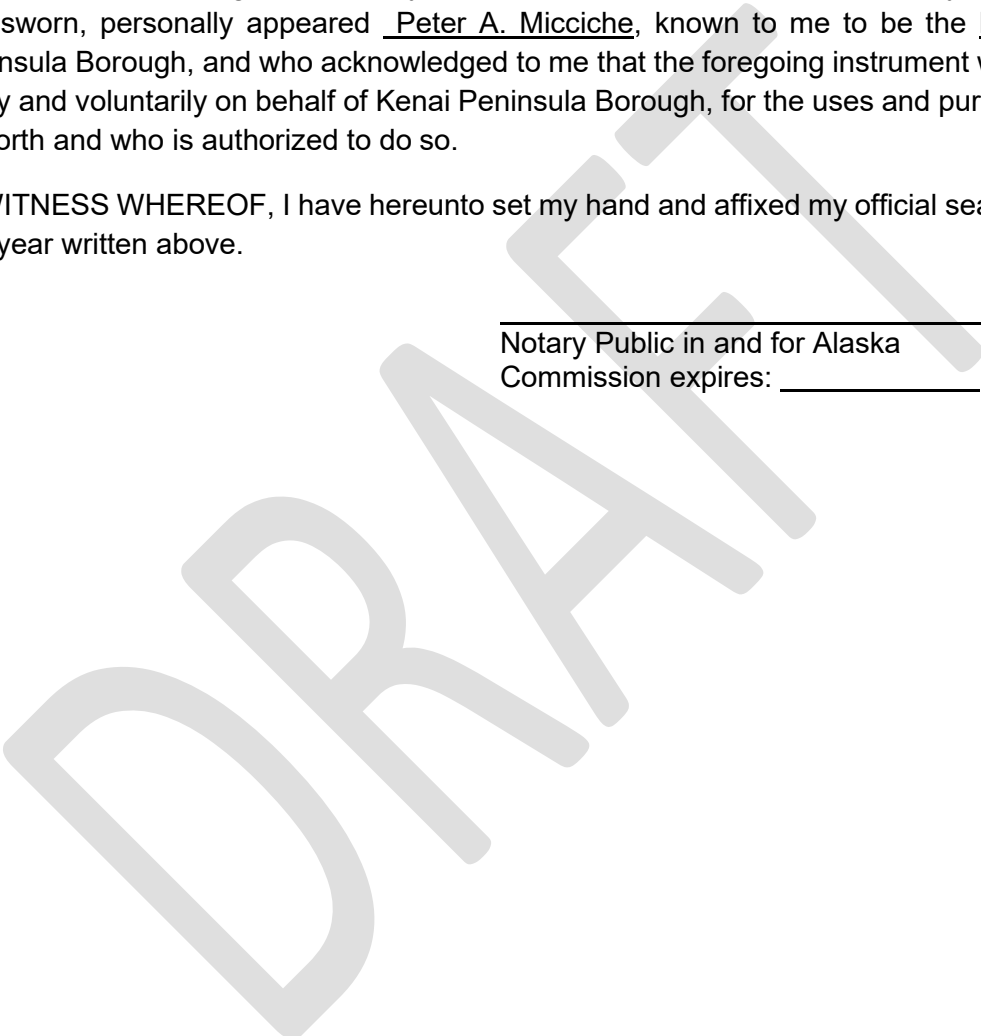
KPB NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Peter A. Micciche, known to me to be the Mayor, Kenai Peninsula Borough, and who acknowledged to me that the foregoing instrument was executed freely and voluntarily on behalf of Kenai Peninsula Borough, for the uses and purposes therein set forth and who is authorized to do so.

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

Notary Public in and for Alaska
Commission expires: _____



NOTARY ACKNOWLEDGMENT

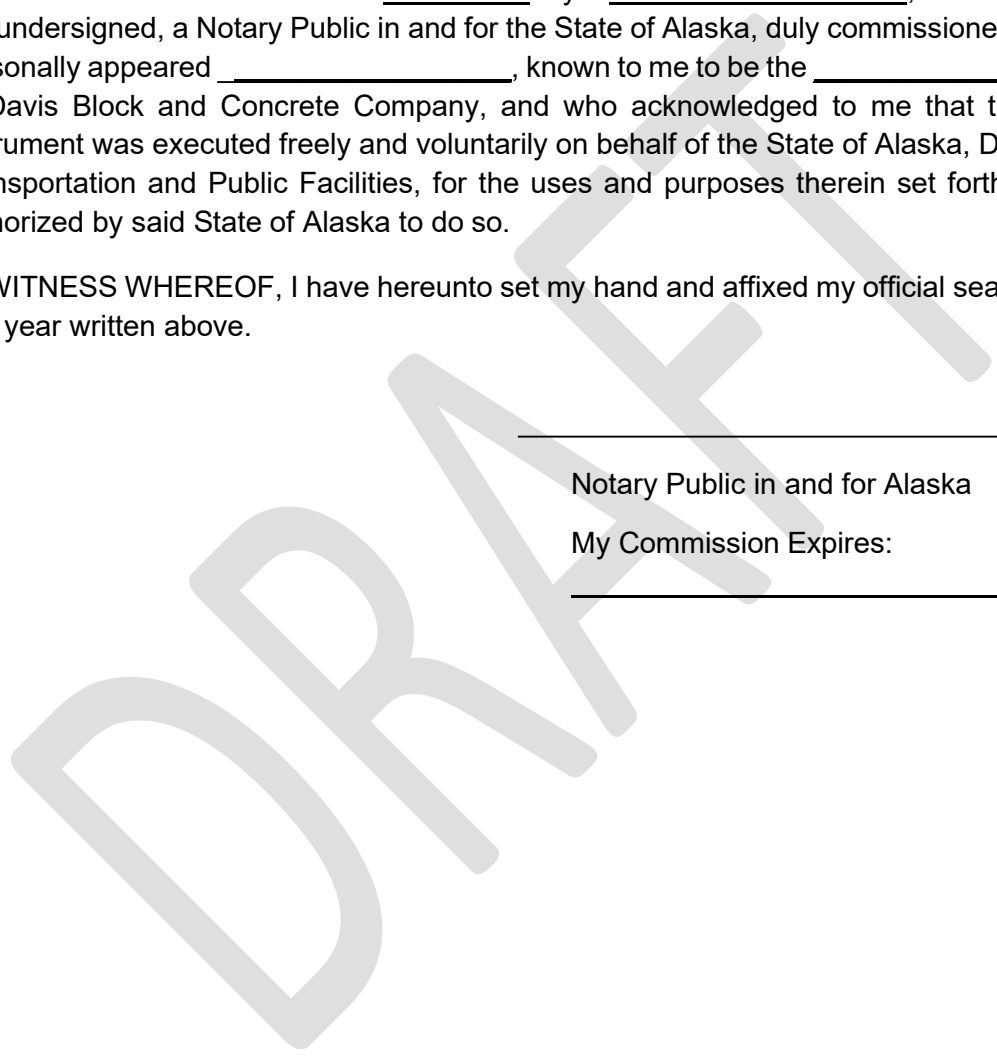
STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, known to me to be the _____, of Davis Block and Concrete Company, and who acknowledged to me that the foregoing instrument was executed freely and voluntarily on behalf of the State of Alaska, Department of Transportation and Public Facilities, for the uses and purposes therein set forth and who is authorized by said State of Alaska to do so.

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

Notary Public in and for Alaska

My Commission Expires:



ATTACHMENT 1
LEASE PROVISIONS REQUIRED BY KPB 17.10

(1) **Accounts Current.** The Lessee shall not be delinquent in the payment of any tax, debt or obligation owed to the KPB prior to execution of the Agreement.

(2) **Assignment.** Lease may assign the lands upon which he has an agreement only if approved by the mayor or land management officer when applicable. Applications for assignment shall be made in writing on a form provided by the land management division. The assignment shall be approved if it is found that all interests of the borough are fully protected.

(3) **Breach of Agreement.** In the event of a default in the performance or observance of any of the Agreement terms or conditions, and such default continues thirty days after written notice of the default, the borough may cancel Agreement or take any legal action for damages or recovery of the property. No improvements may be removed during the time which the contract is in default.

(4) **Cancellation.** This Agreement may be cancelled at any time upon mutual written agreement of the parties.

(5) **Entry or Re-entry.** In the event the Agreement is terminated, canceled or forfeited, or in the event of abandonment of Leased Premises by Lessee during the Term, the KPB its agents, or representatives, may immediately enter or re-enter and resume possession of the Leased Premise. Entry or re-entry by KPB shall not be deemed an acceptance of surrender of the Agreement.

(6) **Fire Protection.** The Lessee shall take all reasonable precautions to prevent, and take all reasonable actions to suppress destructive and uncontrolled grass, brush, and forest fires on the Property under Agreement, and comply with all laws, regulations and rules promulgated and enforced by the protection agency responsible for forest protection within the area wherein the Property is located.

(7) **Hazardous Waste.** The storage, handling and disposal of hazardous waste shall not be allowed on the Leased Premises.

(8) **Modification.** The Agreement may not be modified orally or in any manner other than by an agreement in writing signed by all parties or their respective successors in interest.

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

(10) **Notice of Default.** Notice of the default will be in writing as provided in paragraph 10 above.

(11) **Removal or Reversion of Improvements Upon Cancellation of Purchase Agreement or Lease.**

(a) Improvements on Leased Premises owned by Lessee shall, within thirty calendar days after the termination of the agreement, be removed by him; provided, such removal will not cause injury or damage to the land; and further provided, that the mayor or land management officer when applicable may extend the time for removing such improvements in cases where hardship is proven. The Lessee may, with the consent of the mayor or land management officer when applicable, dispose of its improvements to the Sublessee or Assignee, if applicable.

(b) If any improvements and/or chattels having an appraised value in excess of ten thousand dollars, as determined by a qualified appraiser, are not removed within the time allowed, such improvements and/or chattels shall, upon due notice to the Lessee be sold at public sale under the direction of the mayor and in accordance with the provisions of KPB Chapter 5. The proceeds of the sale shall inure to the former Lessee who placed such improvements and/or chattels on the lands, or his successors in interest, after paying to the borough all moneys due and owing and expenses incurred in making such a sale. In case there are no other bidders at any such sale, the mayor is authorized to bid, in the name of the borough, on such improvements and/or chattels. The bid money shall be taken from the fund to which said lands belong, and the fund shall receive all moneys or other value subsequently derived from the sale of leasing of such improvements and/or chattels. The borough shall acquire all the rights, both legal and equitable, that any other purchaser could acquire by reason of the purchase.

(c) If any improvements and/or chattels having an appraised value of ten thousand dollars or less, as determined by the mayor, are not removed within the time allowed, such improvements and/or chattels shall revert and absolute title shall vest in the borough. Upon request, the Lessee shall convey said improvements and/or chattels by appropriate instrument to the KPB.

(12) **Rental for Improvements or Chattels not Removed.** Any improvements and/or chattels belonging to the Lessee or placed on the Property and remaining upon the premises after the termination of the contract shall entitle the KPB to charge a reasonable rent therefor.

(13) **Re-rent.** In the event that the Agreement should be terminated, canceled, forfeited or abandoned, the KPB may offer said lands for lease or other appropriate disposal pursuant to the provisions of this chapter or other applicable regulations.

(14) **Responsibility for Location.** It shall be the responsibility of the Lessee to properly locate improvements on the Leased Premises.

(15) **Rights of Mortgage or Lienholder.** In the event of cancellation or forfeiture the Agreement for cause, the holder of a properly recorded mortgage, conditional assignment, or collateral assignment will have the option to acquire the lease for the unexpired term thereof, subject to the same terms and conditions as in the Agreement. Any party acquiring the lease agreement must meet the same requirements as the Lessee.

(16) **Sanitation.** The Lessee shall comply with all regulations or ordinances which a proper public authority in its discretion shall promulgate for the promotion of sanitation. The Leased Premises under the Agreement shall be kept in a clean and sanitary condition and every effort shall be made to prevent any pollution of the waters and lands.

(17) **Shore Land Public Access Easement.** As established by AS 38.05, borough lands sold or leased may be subject to a minimum 50 foot public access easement landward from the ordinary high water mark or mean high water mark.

(18) **Subleasing.** No lessee may sublease lands or any part thereof without written permission of the mayor or land management officer when applicable. A sublease shall be in writing and subject to the terms and conditions of the original lease.

(19) **Violation.** Violation of any provision KPBA 17.10 or of the terms of the Agreement of may expose the Lessee to appropriate legal action including forfeiture of purchase interest, termination, or cancellation of its interest in accordance with state law.

(20) **Written Waiver.** The receipt of payment by the borough, regardless of knowledge of any breach of the purchase agreement by the purchaser, lessee or permittee, or of any default on the part of the purchaser, lessee or permittee in observance or performance of any of the conditions or covenants of the agreement, shall not be deemed to be a waiver of any provision of the agreement. Failure of the borough to enforce any covenant or provision therein contained shall not discharge or invalidate such covenants or provision or affect the right of the borough to enforce the same in the event of any subsequent breach or default. The receipt by the borough of any payment of any other sum of money after notice of termination or after the termination of the agreement for any reason, shall not reinstate, continue or extend the agreement, nor shall it destroy or in any manner impair the efficacy of any such notice of termination unless the sole reason for the notice was nonpayment of money due and payment fully satisfies the breach.



January 15, 2024

To: Aaron Hughes, Kenai Peninsula Borough

From: Scott Davis, President
Davis Block Co., Inc.

RE: Land Lease in Cooper Landing

Enclosed is the site plan for the property lease on Snug Harbor Road. Below is our proposed schedule and list of onsite equipment:

April/May (as weather allows)

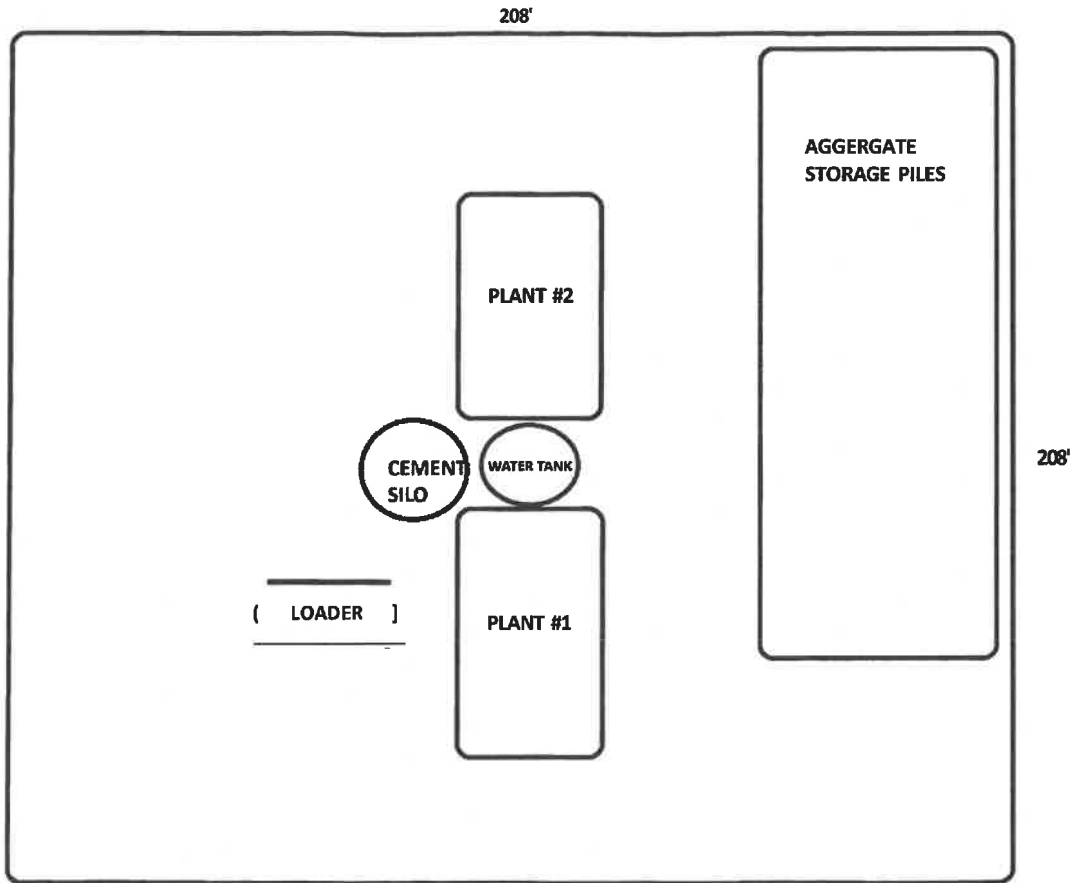
1. Mine gravel from adjacent KPB property, deliver and cap proposed site with 6"-12" of gravel to make site suitable/stable for equipment.
2. Drill water well, install pump. Plumb to water storage tanks.
3. Deliver plants and equipment to site. Set up plants
4. NRMCA certification of plants.
5. Test plants for late June production. (May/June)

Onsite Equipment/inventory:

- 2 each portable RMX batch plants. One primary plant w/cement silo.
- 1 loader fulltime - additional loader may be added on occasion.
- 1 each primary generator, critical pours may have additional generator.
- 1 each water storage tank.
- 1-2 cement bulkers for cement delivery
- Up to 1,000 yards concrete aggregate.
- 2-3 totes of concrete chemicals (non-hazard/water soluble).
- 1 each 20' tool Conex.

No fuel storage onsite.

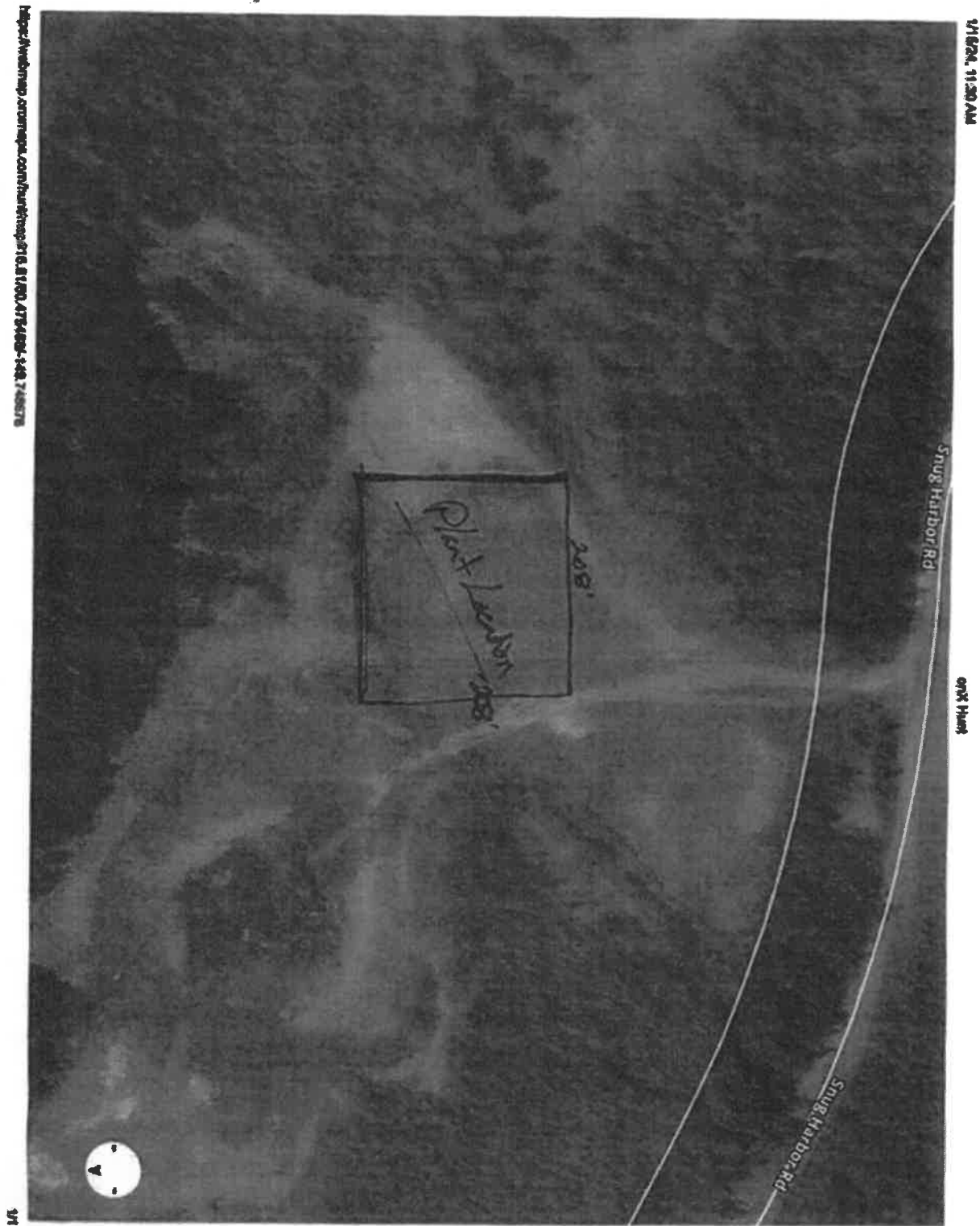
Attachment 2



Attachment 2

From: Scan scan@davisblock.com
Subject: Message from KM_C227
Date: January 15, 2024 at 12:23 PM
To: sdavis@davisblock.com

S





Davis Block Lease Site

Kenai Peninsula Borough

Attention: Aaron Hughes

Davis Block Company wishes to lease 1 acre of property from KPB in an existing gravel pit/dump site for the period of 4 years. The usage of the land will be to set up a portable concrete batch plant for concrete supply to the Juneau Creek bridge for the Cooper Landing bypass project as well as service the Cooper Landing area with concrete.

- 1) We intend to have a well drilled for water supply for concrete. Value \$10,000.
- 2) We will generate our own power.
- 3) Schedule is to start lease late in 2023 or first quarter 2024 until 2028.
- 4) With KPB approval a gravel cap will be installed over the intended usage are to cover unsuitable ground conditions. Gravel will be mined from KPB source near where leased land is at no charge. Value unknow.
- 5) One mobile batch plant 10'x 50'x 12', one generator, one 20' conex/batch office, 2 each 8'x8'x 30' tall cement silos, 2-4 ea. concrete trucks, 1 ea 3 yard loader, up to 1,000 cubic yards of aggregate will be stored on the property.



Scott Davis
President
Davis Block and Concrete

**APPLICATION FOR LEASE OF BOROUGH LAND
KENAI PENINSULA BOROUGH
LAND MANAGEMENT DIVISION**

144 N. Binkley Street
Soldotna, AK 99669-7599
lmweb@kpb.us

Phone: 907-714-2205
Fax: 907-714-2378

A \$500.00 fee must be submitted with this application. The application fee is not applied to the lease and is refunded only if the application is not found to be in the public's best interest.

This form is to be completed by individuals or organizations wishing to lease borough land pursuant to KPB 17.10.100(l). The application is to be completed in full to the best of knowledge of the individual or authorized representative. If requested, proprietary and financial information of the applicants, that is so marked, will be kept confidential. The assembly must approve, by ordinance, any disposition of borough land. The application process generally takes between 90-180 days.

Attach separate sheets of paper if more space is needed for explanation. If a section (or portion thereof) is not applicable, mark with the abbreviation "N/A". **Please type or print.**

APPLICANT INFORMATION (add additional pages if necessary)

Name(s): Scott Davis
Organization (if applicable): Davis Block Co., Inc.
Mailing Address: 36122 Ravenwood St. Kenai, AK 99611
Phone: 907-335-3805 Email: sdavis@davisblock.com
907-398-1597

APPLICANT TYPE (check one)

- | | | |
|---|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> General Partnership |
| <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Government | <input type="checkbox"/> Other: _____ |

LEASE TERM: Short Term (up to five years) # of Months/Years: 4 yrs
 Long Term (greater than five years) # of Months/Years: _____

PURPOSE OF LEASE: Agriculture Grazing
 Other (briefly describe): to set up concrete
plant for construction on Junau Bridge.

PARCEL(S) OF INTEREST (add additional pages if needed)

Legal Description(s): 119 120 28

Plat Number(s) (if applicable): _____

Recording District(s): _____

Tax Parcel ID(s): 119 120 28

Size/Acreage(s): 2 acres

Are there any existing improvements on this land?

No Yes. *If yes, please describe and attach photos if available*

Has the applicant or affiliated entity previously leased Borough land or resources?

No Yes. *If yes provide legal description(s); type of lease and its' current status*

If the proposal is for other than fair market value, please state why it would be in the public's best interest to approve this proposal. Include all supporting facts & documents.

Has the applicant or affiliated entity ever filed a petition for bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of a creditor?

No Yes *(If yes please explain, including dates)*

Is the applicant or affiliated entity now in default on any obligation to, or subject to any unsatisfied judgment or liens?

No Yes *(If yes, please explain)*

REQUEST PLAN REVIEW MEETING. Applicant requests a meeting with Land Management staff to review lease proposal and process. No Yes

Note: Submit, as applicable, the following items with this application:

1. Current Alaska Business License
2. Designation of Signatory Authority to Act for Organization or Individual
3. Non-Profits – IRS Tax Exemption Status
 - Yes – Please attach letter of determination
 - No – Please attach certificate, articles of incorporation, by-laws, or other appropriated documentation.
4. Site Plan Depicting the Proposed Use of the Property
5. Development Plan Explaining the proposed:
 - Use
 - Nature of improvements
 - Estimated value of improvements
 - Development and construction timetable
6. Tax Compliance Certification Form.

Complete the following applicant qualification statement for each individual applicant or organization (attach additional statements as necessary).

APPLICANT QUALIFICATION STATEMENT

Name: Scott Davis Title (if applicable): President/owner
Address: 36122 Ravenwood St Kenai, AK. 99611

I hereby swear and affirm to the best of my knowledge:

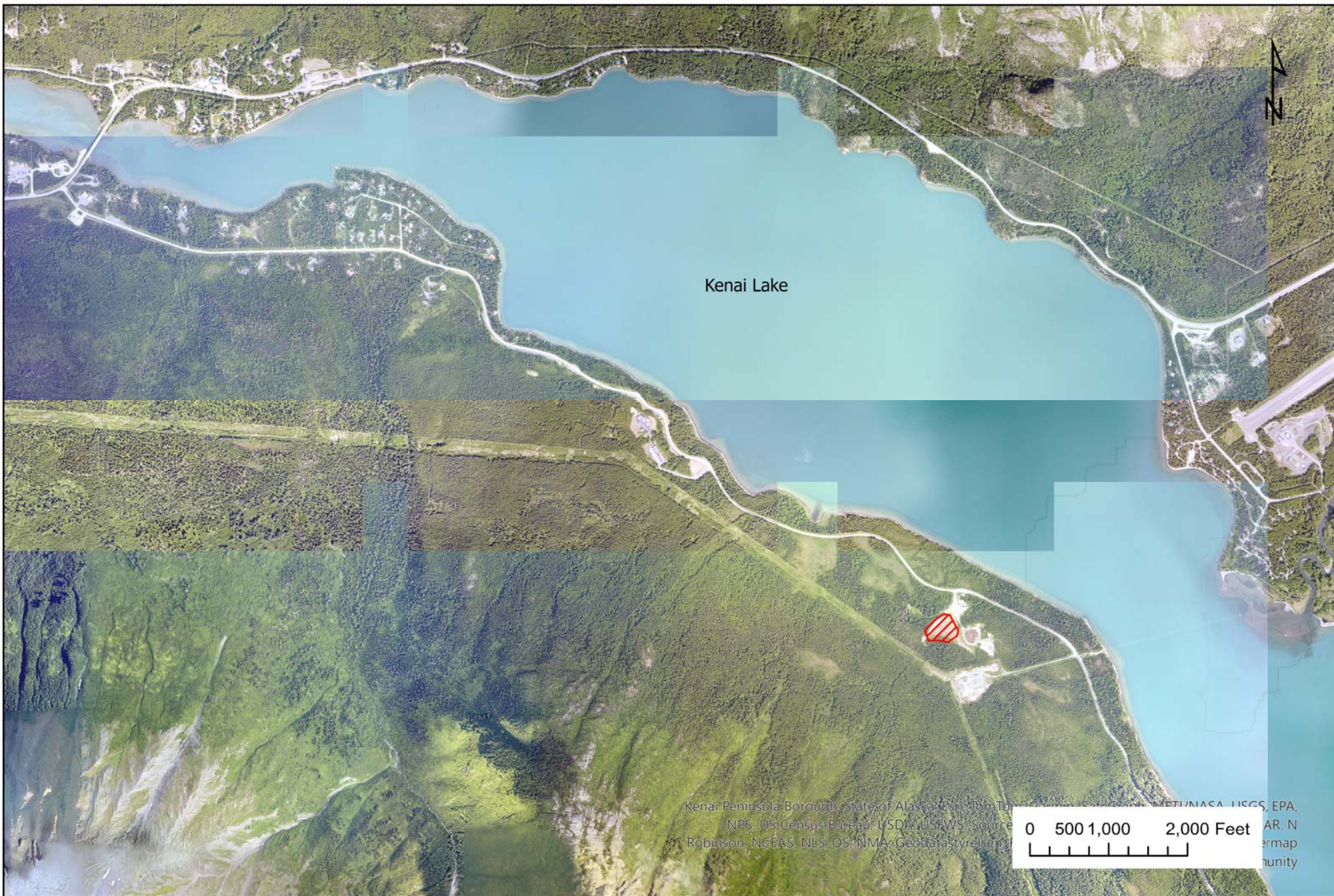
- That I am eighteen years of age or older, and
- I am a citizen of the United States or a permanent resident who has filed a declaration of intention to become a citizen or a representative of a group, association or corporation which is authorized to conduct business under the laws of Alaska; and
- I am not delinquent on any deposit or payment obligation to the Kenai Peninsula Borough (KPB); and
- I am not currently in breach or default on any contract or lease involving land in which KPB has not acted to terminate the contract or lease or to initiate legal action.
- Unless agreed otherwise in writing and signed by the KPB mayor, the above named applicant agrees to provide a performance bond, general liability insurance, damage deposit, and pay for remote site inspection, if applicable.

I hereby certify that the information contained herein is true to the best of my knowledge and belief.

Scott Davis
Signature of Applicant

7/11/23
Date

Scott E. Davis
Print Name



Davis Block Lease Site

COOPER LANDING ADVISORY PLANNING COMMISSION
SPECIAL MEETING
LOCATION: ZOOM-ONLY TELECONFERENCE
WEDNESDAY, FEB 21, 2024
6:00 PM
APPROVED AGENDA

A Special Meeting will available for **online or telephone participation**. To join the meeting from a computer, visit <https://us06web.zoom.us/j/2045581076>. To attend the Zoom meeting by **telephone**, call toll free **888 788 0099** or **877-853-5247** and use the Meeting ID **204 558 1076**.

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. NEW BUSINESS
 - a. AN ORDINANCE AUTHORIZING A NEGOTIATED LEASE WITH DAVIS BLOCK AND CONCRETE COMPANY FOR CONCRETE BATCH PLANT OPERATIONS IN SUPPORT OF THE STERLING HIGHWAY MP 45-60 CONSTRUCTION PROJECT NEAR COOPER LANDING
(As the title implies, the proposed lease is for approximately 1 acre of land within the existing Snug Harbor Materials site for concrete batch plant operations in support of the Juneau Creek Bridge project. The lease provides for expanded concrete sales to the local community as well, for the duration of the lease. The lease terms include a \$3,500 annual lease payment for an initial 5 year term, with a 3% annual escalation clause and 2, 1 year renewal provisions. Additional compensation will be in the form of a developed on the site water well, an improved pad in the leased location, and maintenance of the slash disposal pile located at the materials site through the term of the agreement.)
5. PUBLIC COMMENT
6. COMMISSIONER COMMENTS
7. ADJOURNMENT

For more information or to submit comments please contact:

Contact the Cooper Landing APC at:

- For email visit: <https://www.kpb.us/planning-dept/planning-commissions/cooper-landing-apc/email-cooper-landing-apc>
- Send USPS mail to: Kenai Peninsula Borough Planning Department, Attn: CLAPC 144 N Binkley, Soldotna, AK 99669

**COOPER LANDING ADVISORY PLANNING COMMISSION
SPECIAL MEETING
LOCATION: ZOOM-ONLY TELECONFERENCE
WEDNESDAY, FEB 21, 2024
6:00 PM
UNAPPROVED MINUTES**

1. CALL TO ORDER: 6:00 p.m.
2. ROLL CALL: C. Degernes, H. Harrison, K. Recken, Y. Galbraith, L Johnson, J. Cadieux,

D Story excused absent
 - a. Guests: Cindy Eklund, Assembly Member, Phil Weber, David Nees, Alison Neeld, Kim Neis, Aaron Hughes, KPB Land Agent, Melissa Brennan CLCC President, Vince Beltrami, one phone link without ID, Davis Block & Concrete, Regina Davis, Marcus Mueller, KPB Land Manager, Nick VanderHoff (iPad for John), Katie Feichtinger, Virginia Morgan, Planning Commission Member, Phone for Scott, Phone for Weston, Cory Davis, Davis Block & Concrete, Rhonda Lynn, Jerry Neis
3. APPROVAL OF AGENDA: L Johnson moves to approve, Y Galbraith seconds, motion passes unanimously via roll-call vote.
4. NEW BUSINESS
 - a. AN ORDINANCE AUTHORIZING A NEGOTIATED LEASE WITH DAVIS BLOCK AND CONCRETE COMPANY FOR CONCRETE BATCH PLANT OPERATIONS IN SUPPORT OF THE STERLING HIGHWAY MP 45-60 CONSTRUCTION PROJECT NEAR COOPER LANDING
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 - b. A Hughes summary of the project:
 - i. Concrete batch plant at old gravel pit on Snug Harbor Rd
 - ii. Land site has light industrial classification
 - iii. See other details above under 4 a.
 - iv. Contractor will develop a water well on the site
 - v. Kenai Peninsula Borough (KPB) working with Chugach Electric Association to provide a power drop to the site
 - vi. Contractor will manage the slash disposal pile except the actual burning

- vii. Concrete will be available for sale to community while the plant is in operation.
 - viii. Will produce 1500 cy of concrete per year. For six months of operation it averages 1 truck per day but likely there will be more trucks on some days and fewer on others.
- c. List of questions submitted in advance to Aaron Hughes, KPB Land Agent
- i. Why this site?
A: Location was considered desirable as the middle of the project because trucks will have to be sent to both sides of the bridge and still provide cement for the community. This site was already classified as light industrial, materials were available. R Davis added it was important to them that the site was central and it was the best of options they considered.
 - ii. How often will trucks travel?
A: Answered above. ~150 trucks per year. A mixer truck carries 10-12 cy per load. For this project they've been told 1500 cy per year. Some days or weeks will see no traffic. The size of the pour is up to the customer. Other days will have a maximum of 100-200 (500 absolute max. 2 of these in the entire project.) cy per day. Most often will happen one day at a time with breaks in between. Most days may be 50 cy in a day. Each truck typically hauls 9-10 cy loads, so for 100 cy order there'd be 10 trucks on that day. Additionally, trucks hauling aggregate from Kenai to Cooper Landing would be side-dumpers with two trailers. They anticipate hauling it pre-season and before weight restriction is on the road. They would start about now to truck in aggregate if approved and not do that in summer months at all. Also 250 cy cement hauled every 3-4 days.
 - iii. What will happen to Snug Harbor Rd pavement from heavy truck traffic?
A: A Hughes states it is not planned to be serviced by the project. It's a State maintained road.
 - iv. What will happen to Snug Harbor Rd gravel from heavy truck traffic?
A: A Hughes indicated once again it's a State maintained road.
 - v. How to keep pedestrians safe?
A: A Hughes answers once again it's a State maintained road and he cannot comment on that.
 - vi. Will speeding vehicles be a problem as with other parts of the project?
A: A Hughes stated once again it's State monitored and troopers will be in charge of that. R Davis indicated that they will place truck traffic signage on work days. J Cadieux explained experience from MP 45-60 Project traffic on other community roads. There has been some speeding by both company trucks and worker's vehicles. Incidents occurred including at least one with children. Important that the contractor be made aware of the experience with other contractors. R Davis we work well with State Troopers and said employees meet safety standards and cautions and can be given caution at safety meetings additionally.
Comment from K Recken: Troopers aren't in the community so calls for speeding won't be handled in a timely manner. Children will be on this

paved road. There are only two roads that kids can ride. What can the contractor do to meet the safety concern? C Davis: There are GPS trackers on the company trucks. The company will be able to detect speeding via these GPS trackers. They will bring this up with the employees and make them aware of the importance of not speeding. We'll do our due diligence to make sure the problem doesn't happen with their company. R Davis: Community members may want to be more cautious when signs go up indicating hauls are occurring. They share roads with dogs and children elsewhere safely. They've not had a problem to date.

vii. Will there need to be dust mitigation measures taken through the neighborhood along Snug Harbor Rd?

A: A Hughes indicated again this is a State maintained road. Not addressed by this project.

viii. Access to the slash disposal site?

A: A Hughes indicates the batch plant is above and aside from the slash pile within the materials site. Davis Block will maintain the slash pile and may improve access to it due to the ongoing management of the pile.

d. Questions from participants:

i. Q from K Recken: Have questions and concerns from community been received by A Hughes?

A from A Hughes: Yes, thank you, they are appreciated

Q K Recken: Are you concerned? She's heard from those in the neighborhood that are quite concerned and they hope there is a better site elsewhere.

A from A Hughes: Concerns received from the community are definitely considered.

ii. Q from Y Galbraith: How will the trucks meet the weight requirement especially during break-up.

A from R Davis: The amount of truck traffic will be sporadic. The company operates on Ciechanski Road in Kenai and operate on dirt roads and paved roads now without apparent wear and tear on those roads. Aggregate and the mixer will be the point of most noise source. They abide by weight limits. The noise is likely to be less than feared. They drive through residential neighborhoods elsewhere. There won't be concrete produced during spring road restrictions. They're looking at a July start for concrete hauls.

iii. Q from A Neeld: Is there exclusivity to this project or could the company exercise an option to supply projects to other communities? The numbers given then would be just for the MP 45-60 project and any other community needs would be in addition to those given?

A from C Davis: This was a driving part of taking this contract. Demand for cement has risen around the Eastern Kenai Peninsula and Seward is not inclined to come outside of Seward. Part of the point of developing a batch plant would be to serve other Eastern Peninsula communities.

Q from A Neeld: Will the truck numbers go up in addition to those being talked about for the MP 45-60 Project?

A from C Davis: Personnel would be taken from Kenai. If an order comes in while they are already up in CL they will respond but otherwise they will service from Kenai as typically done. He does not anticipate large numbers of additional truck numbers. Davis Block plans to rarely go outside Cooper Landing but they may exercise the option. R Davis added that the contractor can serve from Kenai Batch Plant and likely will but having the batch plant nearby was a benefit especially for the project.

iv. **Q:** How many hauls for aggregate and where from?

A: From Kenai. 3-4 trucks with double trailers/day. Less than 50 sets of doubles (trailers) per year for this purpose.

v. **Q from N VanderHoff:** He has experience with the site professionally.

Thousands of yards of unstable material were placed in the proposed location of the batch plant. Water run-off may carry a fair amount of silt and clay from those materials. There is a natural water seep through that area. He sees these materials as a danger to Kenai Lake.

A C Davis: No water will leave the site. All water goes into the trucks and does not spill. If they need to stabilize the ground, as done previously with their mobile batch plants, they will precast concrete footers to place the batch plant onto. They can remedy the ground materials if they are loose. Nick's comments are very much appreciated.

vi. **Statement** from A Neeld: The traffic on the road is a concern. Bean Creek is no longer a good road to walk. Snug Harbor Road is walked by community members a lot. She sees all that traffic as blocking community walking spaces. We have few spaces available to us and this road will be blocked. The community is becoming less-liveable. Dogs and kids still exist. No answer needed.

vii. **Q from Y Galbraith:** Slash mitigation... What exactly will be done to manage the materials? What's their experience with this?

Q from Y Galbraith: What well is built? What size water tanks will be there? What may be done with that well subsequently?

A: A Hughes indicated they will push the slash toward the center and upward hopefully providing more access between burns. Davis Block will not be burning the slash. Another contractor will do that. The well has the potential to benefit the site especially since burning does occur on site. Don't know yet what capacity the well will have because it hasn't begun yet. KPB will be open to suggestions from the community for use of the well after the plant is gone.

viii. **Q from K Recken:** What other possible locations could serve the batch plant without impacting neighborhoods? Tract C? Others?

A from A Hughes: The search was focused on the materials site because of its proximity to both sides of the project site and within community for private deliveries and its land classification as light industrial. No other borough sites have been considered.

ix. **Q from J Cadieux:** Dust produced by the plant?

A from C Davis: Minimal amount when delivered with rubber gum boot. Dust minimal. Dust collectors on silos (when cement is blown in) changed frequently. Not a messy operation. Their 3-4 year-old batch plant is very new and has minimal impact for noise and dust. Very clean compared to crushers and typical road construction equipment.

- x. **Comment and Q** from M Brennan: The State is not addressing the roads at this time including highways. This is just more traffic added to what we're already experiencing. Can this be addressed?

A from C Davis: They comply with specs, rules, and regs legally required. They don't anticipate exceeding the capacity of Snug Harbor Rd based on experience with other roads they operate from on the Kenai Peninsula. They've worked with the neighborhoods to not impact them negatively. They always do our best to minimize impact and if that means going slower, they will go slower. R Davis added they experience others speeding so understand that concern. They will work with community to make things work throughout the project.

- xi. **Q** from D Nees: Is there a contact person the community should reach out to if concerns are seen?

A from R Davis: Yes, we will be happy to meet with the community right when they start work. They will keep an open conversation if that's helpful. On the State DOT website they can keep work operation posted. Davis Block Office number: 907-335-5106 ask for Cory.

Q from D Nees: What will the cost be for cement?

A from C Davis: We'll offer cement on days they are operating for the project when crew is up there (in CL.) We want to be able to offer something positive for the community. He will be the point of contact for this project. Please call office number: 907-335-5106 ask for Cory.

- xii. **Q** from Y Galbraith: Do you have a softball team?

A from R Davis: They're into motorized sports. They just participated in snowmachine race to Nome. Do we need a softball team? Y Galbraith: Maybe, it's good public relations, FYI.

Q from Y Galbraith: What will happen if this location is not approved? Assume this is a vital part of the project. Application apparently came in July 2023 and was held in KPB legal for a period. Why are we just getting this now on such short notice?

A from R Davis: They'd have to go back to the drawing board if this contract is not approved. They'd like to be the best neighbors as possible for the community.

A from A Hughes and R Davis: There were timing issues with this contract. Davis Block didn't sign a contract till January, 2024. It was a long process to get through it all.

- xiii. **Q** from C Eklund: Assembly approved two other contractor lease sites and those are located along the planned route aren't they?

A from A Hughes: Yes, referenced Traylor Bros worker camp.

Q from C Eklund: Why cannot this site be up near the project as well? Not certain of the route used. There will be a well on that worker camp site. Could not the batch plant be located there?

A from A Hughes: Worker camp is on east side. Bridge is being constructed from the east side and pushed over to the west. C Davis indicated the slope of the road may be an issue. R Davis also indicated the plant has to serve both sides of the bridge. The Snug Harbor gravel materials site was more central access to both sides of the bridge.

Q from C Eklund: How will the bridge be accessed? Bean Creek Rd from East? C and R Davis did not know.

A: J Cadieux answered what J Tymick, Project Manager for MP 45-60 Project indicated... East access from Bean Creek and Langille Rd used until Pioneer Rd is completed in 2025. C Davis added they had already done some work from the west side doing head walls. They have had success with that. He cannot confirm that answer for east access.

- xiv. **Comment** K Recken: Appreciates access needed to both ends of the project. One end of the project may not be built until subsequent years. Access will be via Bean Creek Rd. and Langille Rd in the meantime. Concerned about neighborhoods. Why more than already? Quality of life needs to be considered by KPB. J Cadieux reiterated what J Tymick said about construction of Pioneer Rd likely 2025 and use of Bean Creek and Langille in the meantime.
- xv. **Statement** from K Feichtinger: Lives on Snug Harbor Rd. No (separated) bike path. Lots of people on the road along route and past Senior Center. It got scary when trucks were on the road with the last road project there. Many people access (US) Forest Service lands from Snug Harbor Rd. Why not keep the impact limited to one area in Cooper Landing? Why not keep it near the man camp for the time being?
- xvi. **Statement** from J Neis: The bypass is to reduce traffic through the community. He isn't sure they can run doubles up Langille. He sees Davis Block as conscientious. He thinks we can share some of the pain experienced by other members of the community. It will be scary when a truck comes by but, long-term, this is the best solution. They cannot drill a well on one side and then another on the other side of the bridge. He lives on Snug Harbor Road. He thinks contactors have been extremely good in the past with speed and how they treated our portion of our community. We need to keep in mind the long-term goal of getting traffic out of our community.
- xvii. **Statement** from K Neis: The bike path goes all the way to the end of the pavement at Campus Drive via expanded shoulders. It's not just the separated part. Painting was considered for all on one side in the past. That would be more visible. The shoulder would be bigger on that one side to walk side by side rather than single file.
- xviii. **Q** from C Eklund: Is there not a gravel pit in unit 395?
A from A Hughes: Yes, on the west side. Access given to QAP.
Q: Gravel found on east side?

A: Not to A Hughes understanding but he also thought possibly not to the needs of Davis Block. R Davis added that they make all of their aggregate in Kenai and haul it to the site to avoid additional operation in CL. Making it in Kenai reduces impact on CL. C Davis: The contract hinges on this site. From their perspective they think this is the best option. This is a smaller scale than a road construction project. R Davis: Less than 50 sets of aggregate brought in via double trailers per year. Not a lot. Reiterated for cement production. 10 hauls per day or on two occasions there would be 50 for the 500 cy orders. Nothing like the trucking that occurs on the project.

xix. **Statement** from V Morgan: Concerned about short notice and that a lot of the community may not know about this.

xx. **Statement** from C Degernes: No matter where we locate this, the community, neighborhoods will be impacted. We will have to do our best to weather these impacts for a few years and eventually it will make our community easier when traffic is using the bypass. This is the only site in our land management plan for this light industrial activity. It's unfortunate that it is beyond a neighborhood. Davis Block deal with far more in their Kenai location, including children, dogs, bikes, and people recreating, than they will here and she trusts they will handle our location with the same care that they do in Kenai. She supports this project at this location.

e. Y Galbraith: Moves to recommend approval of the Davis Block contract for the concrete batch plant at Snug Harbor materials site. L Johnson seconds. Discussion: K Recken, if we recommend this, Davis Block should be stipulated to use community FB pages to notify community on days of work in addition to on-road signage. Extra measures to train drivers should be added to the safety meetings of the company. Y Galbraith would accept amendment to her motion. L Johnson also. K Feichtinger indicated the CLES will have multiple calls a day and be coming in and out "hot" from their Snug Harbor driveway. C Davis acknowledged and added we are familiar with recreation access on other sites including Ciechanski Rd. V Morgan recommends Crier posting because it reaches so many more residents, nearly a thousand subscribers. K Recken, all ways seem reasonable. R Davis is happy to do whatever the community needs including emails. C Davis indicated the general contractor determines schedule. They push to get as much fore-scheduling as possible. Things happen and it can be changed on short notice. J Cadieux: can Davis Block post using the Crier that publishes twice a week? C Davis said they push the GC to give as much notice as possible and he is comfortable to share the information from the GC with the community. Weather happens. Things happen. Whatever they get from the company they will share. Amendment to include Crier posting accepted by Y Galbraith and seconded L Johnson.

Motion is as follows:

Recommend approval of the Davis Block contract for a concrete batch plant with stipulation Davis Block use FaceBook and the Crier to notify the community of their work schedule in advance in addition to the road signage on work days. Davis Block agrees to include extra measures during company safety meetings to address concerns of

the community. Roll call vote: K Recken No, H Harrison Yes, L Johnson Yes, Y Galbraith Yes, J Cadieux Yes, C Degernes Yes, Motion passes.

5. PUBLIC COMMENT:

- a. See public comment emails received from N VanderHoff, G Parker, K Thomas, K Green, H Pearson, JA Nierenberg, A Nierenberg, D Osborn regarding proposed concrete batch plant.
- b. Offer made for other comments not related to the above issue and no further comments or questions generated.

6. COMMISSIONER COMMENTS:

- a. L Johnson thanks Cory and Regina Davis for participating and addressing questions and our community concerns.
- b. C Davis commits the company to meet the needs and concerns of the community to the best of their ability to be as least invasive as possible.
- c. K Recken thanks Davises as well. She voted as she did to reflect her neighbors' concerns. She is confident that Davis Block will take care with our community.
- d. C Degernes thanks Davises and KPB employees for their participation tonight.

7. ADJOURNMENT: Motion to adjourn L Johnson, seconded by Y Galbraith. Motion passes via voice vote. 7:29 p.m.

For more information or to submit comments please contact:

Contact the Cooper Landing APC at:

- For email visit: <https://www.kpb.us/planning-dept/planning-commissions/cooper-landing-apc/email-cooper-landing-apc>
- Send USPS mail to: Kenai Peninsula Borough Planning Department, Attn: CLAPC 144 N Binkley, Soldotna, AK 99669



**DAVIS BLOCK &
CONCRETE COMPANY**

February 22, 2024

Kenai Peninsula Borough
ATTN: Cooper Landing APC
144 Binkley St
Soldotna, AK 99669

RE: Davis Block & Concrete proposed land lease on Snug Harbor Road

Sirs/Madam:

Davis Block & Concrete will place signage on Snug Harbor Road indicating truck traffic on days of concrete production and aggregate hauling.

As well as notify the community on appropriate channels of communication, with our intended days of production with as much lead time as possible and or provided from the General Contractor, that will be subject to change due to weather, schedule changes etc.

Best regards,

Cory Davis
VP, Operations
Davis Block Co., Inc.

Quinton, Madeleine

Subject: FW: New Public Comment to Assembly Members

From: Kenai Peninsula Borough <webmaster@kpb.us>

Sent: Friday, February 23, 2024 3:17 PM

To: BoroughAssembly <Borough-Assembly@kpb.us>; Mayor's Department <MayorDepartmental@kpb.us>

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

Subject: New Public Comment to Assembly Members

Your Name: Ann & Brad Hanson

Your Email: annfhanson@att.net

Subject: KPB-5821

Message:

We are currently out of state, but have some major concerns regarding the proposed site for the Davis Block Concrete Plant (KPB-5821). It seems that there needs to be more consideration given to other options that may not impact a residential area. Although the local board voted 5-1 to move this forward, it seems that this was a rush to judgement, & there was no consideration or additional caveats or control recommendations put into place. Some questions that have not been addressed/answered are:

Who will pay for the road repair that is needed at the conclusion of this project?

Will the road repair be completed the year that the plant is disabled? Or will it be postponed for years?

Should there be a cap on the number of trucks per day?

Should there be a quiet period of time? No "Jake breaking"...

Should there be a weight limit for the trucks?

Should there be a limit on the number of trucks per day/per week/per hour?

How long will this concrete site be in use? Is there an ending date? Is it permanent?

Are there other alternatives that do not impact a residential area? It seems there is plenty of borough land throughout the Cooper Landing area, that looking at the parcel map, would yield a better site, with less impact on Cooper Landing residents. Yes, it might need to be reclassified as industrial, but there are 7 acres by the regular dump off Quartz Creek? Or by the Stetson Creek Area? The drive from the dump is not that much more than going up to the brush dump on Snug Harbor Rd.

How noisy is this plant, when in use? Will it impact the Senior Center residents?

Until all these questions are addressed, I do not see how the Borough can move forward by approving this.

Please express these concerns to the commission, assembly & mayor, so that questions can be answered.

Sincerely,

Ann & Brad Hanson
35360 Just Bears Court
Cooper Landing

annfhanson@att.net
847-767-8968

Quinton, Madeleine

From: Hughes, Aaron
Sent: Friday, February 23, 2024 4:35 PM
To: Quinton, Madeleine
Subject: FW: <EXTERNAL-SENDER>Fwd: Concrete Plant

Additional comments received for 2024-4 Proposed Davis Block Lease in Cooper Landing

From: Shirnberg, Ann <ashirnberg@kpb.us>
Sent: Friday, February 23, 2024 3:11 PM
To: Hughes, Aaron <AaronHughes@kpb.us>
Subject: FW: <EXTERNAL-SENDER>Fwd: Concrete Plant

From: Virginia Morgan <tommyginny@arctic.net>
Sent: Friday, February 23, 2024 3:04 PM
To: Shirnberg, Ann <ashirnberg@kpb.us>
Subject: <EXTERNAL-SENDER>Fwd: Concrete Plant

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.

Ann,
I'm forwarding the public comment email below, to be included in the packet for all of the Planning Commission members.
Thank you,
Virginia

----- Forwarded message -----
From: Ann Hanson <annfhanson@att.net>
Date: Feb 23, 2024 2:51 PM
Subject: Concrete Plant
To: <tommyginny@arctic.net>
Cc:

Hi Virginia-

I understand that you are a representative to the Borough? I am sending this email to all the Assembly, as well as Cindy Eklund. I am pretty disappointed that more discussion/consideration was given to other alternatives for the proposed contract to lease the brush dup for a concrete plant. I would hope that some restrictions/verification/controls are put on this proposal, so that there will be an end to the site, that the road will be repaired & maintained by the state, and that there would be some discussion about other proposed sites that did not impact a residential neighborhood.

I appreciate our consideration.

Ann

We are currently out of state, but have some major concerns regarding the proposed site for the Davis Block Concrete Plant (KPB-5821). It seems that there needs to be more consideration given to other options that may not impact a residential area. Although the local board voted 5-1 to move this forward, it seems that this was a rush to judgement, & there was no consideration or additional caveats or control recommendations put into place. Some questions that have not been addressed/answered are:

Who will pay for the road repair that is needed at the conclusion of this project?

Will the road repair be completed the year that the plant is disabled? Or will it be postponed for years?

Should there be a cap on the number of trucks per day?

Should there be a quiet period of time? No "Jake breaking"...

Should there be a weight limit for the trucks?

Should there be a limit on the number of trucks per day/per week/per hour?

How long will this concrete site be in use? Is there an ending date? Is it permanent?

Are there other alternatives that do not impact a residential area? It seems there is plenty of borough land throughout the Cooper Landing area, that looking at the parcel map, would yield a better site, with less impact on Cooper Landing residents. Yes, it might need to be reclassified as industrial, but there are 7 acres by the regular dump off Quartz Creek? Or by the Stetson Creek Area? The drive from the dump is not that much more than going up to the brush dump on Snug Harbor Rd.

How noisy is this plant, when in use? Will it impact the Senior Center residents?

Until all these questions are addressed, I do not see how the Borough can move forward by approving this.

Please express these concerns to the commission, assembly & mayor, so that questions can be answered.

Sincerely,

Ann & Brad Hanson
35360 Just Bears Court
Cooper Landing

annfhanson@att.net

847-767-8968

Quinton, Madeleine

Subject: FW: New Public Comment to Assembly Members

From: Kenai Peninsula Borough <webmaster@kpb.us>

Sent: Friday, February 23, 2024 4:38 PM

To: BoroughAssembly <Borough-Assembly@kpb.us>; Mayor's Department <MayorDepartmental@kpb.us>

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

Subject: New Public Comment to Assembly Members

Your Name: Nick VanderHoff

Your Email: nvanderhoff@yahoo.com

Subject: Lease for Concrete Batch Plant in Cooper Landing

Message:

I am writing to comment on the proposed lease for a concrete batch plant operation at the Snug Harbor Road material site in Cooper Landing.

This site is not a good place for a concrete batch plant. Concrete and aggregate trucks running up and down Snug Harbor Road, negotiating two intersections along the Sterling Highway, plus crossing the bridge during summer traffic, for the next five years with additional one year lease extensions...no thank you. Another consideration is the air pollution factor of locating a concrete facility less than a mile from the senior residence buildings and not much further to residential development in Cooper Landing. Locating the batch plant somewhere along the or near the project site is where it should be located.

Peter Micciche
Mayor KPB
Soldotna, AK

Feb. 24, 2024

Dear Mayor Micciche:

I recently arrived home (I am a homeowner on Snug Harbor Road) from a long overdue month long vacation. I became aware of a recent Cooper Landing Advisory Committee (CLAPC) recommendation to support the use of the local KPB organic dump as a location (Snug Harbor Road) for the production and distribution of cement for the construction of the Juneau Creek bridge for the Cooper Landing By-pass. I also heard that KPB had been working with Mr. Block (Contractor for cement production) for a year discussing this option before presenting their findings to our local planning commission without community involvement. Apparently the organic dump lease for the production of cement is for 5 yrs. with a 1 yr. lease extension if needed. This appears to me a permanent installation! The CLAPC meeting was on Feb. 21st. CLAPC had only a week time-line to respond.

I, and many people along Snug Harbor Road, have some serious concerns with this proposal! Since the proposed route for the cement trucks will also pass through sections of Bean Creek Road. The following are my concerns:

(1) There has been a lack of community involvement with this proposal. We would like to see a more indepth discussion of this proposal. Perhaps a Cooper Landing Community Club meeting?

(2) There was no information presented by KPB and Mr. Block regarding the proposed timeline for this project and, no information has been given pertaining to the number of cement trucks/day. I have heard there maybe as many as 10-50/day! Also, the agregate needed for cement will be trucked from Kenai to the Snug Harbor facility in double side-dump trucks!

(3) I have heard from some residents along Snug Harbor Road that such a disruption could lower property values for those home-owners thinking of selling during the 5 yr+. period that the contractor is allowed.

(4) There will be increased traffic and noise along Snug Harbor Road. There also will no doubt be a traffic jam at the stop sign at the entrance to the Sterling Highway especially when dip-netting occurs and summer vistors arrive at Cooper Landing.

(5) There will be no doubt be road damage to Snug Harbor and Bean Creek Roads; who is responsible for the road repairs?

(6) It appears there was no discussion of alternate job sites. I wonder why the Dave's Creek gravel pit was not considered. Also, it seems to me that the production of cement could be accomplished on the By-pass job site.

I urge the KPB to delay the decision to place the Snug Harbor cement processing plant. This would allow the contractor, the KPB and the Cooper Landing Community ample time to discuss the ramifications of this decision.

There should be no cement processing and aggregate transportation through a rural community road!

Sincerely,

Ed Holsten
PO Box 790
Cooper Landing

cc: Robert Ruffner, Assembly Clerk, CLAPC

Quinton, Madeleine

Subject: FW: <EXTERNAL-SENDER>Item for February 26, Planning Commission Meeting

From: Sandra Holsten <sandrakey8@msn.com>

Sent: Sunday, February 25, 2024 12:23 PM

To: Mayor's Department <MayorDepartmental@kpb.us>

Cc: Rizzo, Joe <jrizzo@kpb.us>; G_Notify_AssemblyClerk <G_Notify_AssemblyClerk@kpb.us>; Katie Feichtinger/Dan Osborn <kfrannyf@gmail.com>; Ecklund, Cindy <CEcklund@kpb.us>; Ribbens, Peter <pribbens@kpb.us>; Ruffner, Robert <RRuffner@kpb.us>

Subject: <EXTERNAL-SENDER>Item for February 26, Planning Commission Meeting

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 writing to ask that you intervene and ask the Borough Planning Commission to delay their recommendation on the permit to use the organic dump on Snug Harbor for a cement processing plant. Because this issue was not given to our local advisory planning group until six days before their meeting, I do not believe the community has had ample opportunity to review and discuss and understand the proposal. It is causing considerable angst in our community. This is a big issue for residents and especially for home owners. One week to review and understand it was honestly a slap in the face to the community. This is especially true when you realize the Borough and Block have been evaluating this site for a year and the Block filed the permit in July 2023.

As you may know, I served as Chair of the local APC for several years and then had the honor of serving on the Borough Planning Commission for several years. In my experience in those roles, I cannot remember another time when the Borough rushed an issue of this consequence through in a matter of days. Had there been more time for community input I believe reasonable operating guidelines could have been established as is the norm for this kind of operation or alternative sites could have been evaluated. As I mentioned, Block submitted their application in July 2023 so there would have been ample time for meaningful review. However, our community was told only days before we were required to vote on it. The current angst many in the community are experiencing could have been greatly diminished by allowing reasonable time to understand the ramifications. I cannot

imagine any possible excuse for the time frame that our community has had to respond to this issue.

As you would expect, I concur with the correspondence Mr. Holsten sent you earlier today but would add the following:

1. There is nothing in the permit that keeps this contractor from using this site for many other projects. Given the infrastructure funds that are in the works, this is very scary and a cause for this decision to be considered as a permanent allocation of Borough lands.
2. There are no "hours" or "days" of operation or constraints on the contractor for when they can run or how many trucks they can run.
3. There appears to be no opportunity to consider other locations. Evidently the Daves Creek site has been rejected out of hand because of travel times and the "curing process" of the concrete. With traffic and speed limits Daves Creek would take less time and be far safer than running these large trucks through two neighborhoods. There is also a large cleared area near the project that many are suggesting is a better choice. Building the East End Access would allow all of this to be avoided. We are told it will "probably happen" next year.
4. Clearly there is a reduction in the value of homes in two neighborhoods during the period of this contract. That said, the "period" seems to be open to going on permanently. Consider if you have two homes of equal value. One gets up to 50 large trucks (100 trips) a day. The other has normal residential traffic. Which house would you buy?
5. We are a tourist economy. To add this level of traffic to both neighborhoods will detract from our tourist base. Not only the obvious Princess Lodge users who have no choice but to walk Bean Creek Road to access community attractions and services but also the many privately owned lodges and VRBO's will be impacted. Polls have shown that the largest complaint from visitors is there is no "safe place to walk". Do you want to stay in a neighborhood with up to 100 trucks a day running by and perhaps 20 hours a day?

Postponing this decision for thirty days would allow the contractor and the Borough to meet with the community and develop better operating guidelines and even consider alternative sites. Again, we are told that there is a crisis to get the materials hauled into the plant site to avoid the "load limit restrictions". Shouldn't this have been considered before now given the time this permit has been in the Borough's hands?

Thank you for considering my views. I can be reached at 907=240-4846 and will be in Soldotna Monday if you would like to discuss.

Sandra Holsten

Quinton, Madeleine

Subject: FW: <EXTERNAL-SENDER>Letter regarding Snug Harbor batch plant lease

From: Alec Lamberson <alamberson@iceservices.net>

Sent: Sunday, February 25, 2024 3:05 PM

To: G_Notify_AssemblyClerk <G_Notify_AssemblyClerk@kpb.us>

Subject: <EXTERNAL-SENDER>Letter regarding Snug Harbor batch plant lease

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 expressing strong opposition regarding the Dais Block concrete batch plant proposed lease.

I have attached a letter stating that. I have also pasted the letter below in case attachments are removed from your system.

I apologize if it seems a bit overkill. I just want to make sure my voice is heard.

Thank you for your consideration.

Alec Lamberson

Letter in opposition to the proposed lease to Davis Block for a batch plant on Snug Harbor Road in Cooper Landing.

Borough Officials,

I am writing to express my strong opposition to the proposed concrete batch plant in our residential area. As a concerned member of this community, I believe that this project poses significant risks and drawbacks that could adversely affect the well-being and quality of life for the residents. Not to mention a significant safety to current traffic and pedestrians already using this area. This plant would add unnecessary heavy truck traffic to an already congested road.

I urge you to reconsider the proposed location of the concrete batch plant and engage in a more transparent and inclusive decision-making process. Additionally, a thorough assessment of the potential impact on the safety of the adjacent bike path users must be conducted, considering the concerns raised by the community during a proper public scoping period.

Issues not addressed completely at any meetings or any of the lease documents I have seen so far:

Non-Adherence to Public Scoping Period:

I believe that the public scoping period was not adhered to in the planning process for this project. This lack of adherence raises serious concerns about transparency and community engagement. Public input is vital in ensuring that the concerns and perspectives of the community are considered in the decision-making process. I believe this last-minute notification has violated borough ordinance **17.10.110. - Notice of disposition**. Which is governed by **17.10.100. - Methods of disposition. Paragraph I.**

Q: from Y Galbraith: What will happen if this location is not approved? Assume this is a vital part of the project. Application apparently came in July 2023 and was held in KPB legal for a period. Why are we just getting this now on such short notice? ¹

A: from R Davis: They'd have to go back to the drawing board if this contract is not approved. They'd like to be the best neighbors as possible for the community. A from A Hughes and R Davis: There were timing issues with this contract. Davis Block didn't sign a contract till January, 2024. It was a long process to get through it all.¹ "Having it held up in KPB legal" and "having to go back to the drawing board" is no excuse or reason for skipping a proper scoping period.

Noise and Air Pollution:

Batch plants are known for generating considerable noise and emitting airborne particles. The constant noise from the machinery and the dust produced during the concrete mixing process could have severe consequences for the health of our community.

One example from a list of questions submitted in advance to Aaron Hughes, KPB Land Agent

Will there need to be dust mitigation measures taken through the neighborhood along Snug Harbor Rd?¹

A: A Hughes indicated again this is a State maintained road. Not addressed by this project.¹

Many of the answers to the questions posed to Mr. Hughes regarding impact to residents and users of Snug Harbor Rd. were “this is a state maintained road.” This tells me that many of the concerns of residents have not been considered or addressed in lease agreements or planning of the project.

Minutes from the meeting referenced above can be found here:

¹https://www.kpb.us/components/com_papyruslist/document.php?d=3298707

Traffic Congestion:

No mention in the lease of the traffic control or human traffic interface safety measures that will be taken by Davis. Davis only states in the meeting they will place signs on roadway and send an email notifying of planned activity.

The influx of heavy vehicles associated with the transportation of raw materials and the delivery of concrete can lead to increased traffic congestion on our already congested roads. The two-lane road with a 25 MPH speed limit is already operating under constraints, and the addition of heavy industrial traffic associated with the batch plant introduces an increased safety hazard.

I urge all relevant parties to carefully evaluate the implications of locating the batch plant on a two-lane road with a 25 MPH speed limit and an adjacent bike path. Community input and safety considerations should be prioritized in the decision-making process. Transparent communication and collaboration between stakeholders will help ensure that the chosen location aligns with the best interests of the community.

Another example from the meeting:

Q: from A Neeld: Is there exclusivity to this project or could the company exercise an option to supply projects to other communities? The numbers given then would be just for the MP 45-60 project and any other community needs would be in addition to those given?¹

A: from C Davis: This was a driving part of taking this contract. Demand for cement has risen around the Eastern Kenai Peninsula and Seward is not inclined to come outside of Seward. Part of the point of developing a batch plant would be to serve other Eastern Peninsula communities.¹

Allowing Davis Block to service projects other than just the bypass will further increase traffic on Snug Harbor. I feel that this should be prohibited, and the plant will operate exclusively for the bypass project but preferably not at all at the Snug Harbor location.

Health Concerns:

No mention in the lease of the dust control mitigation measures that will be taken by Davis.

The emissions from a concrete batch plant may contain pollutants such as particulate matter, volatile organic compounds, and other hazardous substances. These pollutants can have adverse effects on respiratory health and overall well-being, especially for vulnerable populations such as children and the elderly. A senior living facility is located just under a mile to the west of the proposed site as well as much of the population of Cooper Landing. Prevailing winds in Cooper Landing are from the east which will allow for much of the dust related to drift towards town.

Environmental Impact:

There was no mention of spill or environmental impact readiness in the lease package.

Concrete batch plants may have a negative impact on the local environment, affecting soil, water quality, and nearby ecosystems. Our community values sustainability and environmental responsibility, and this project goes against those principles.

There are several areas already in use serving the bypass project which would provide ample space and access for a batch plant. I feel it would be advisable to try and keep the construction operations confined to as few sites as possible. All of the alternative areas I have outlined below have more than the approximately 1.5 acres Davis has requested for the plant footprint and materials storage.

A mere \$3500 per year of revenue for the borough is not worth the disturbance caused by the heavy truck traffic on Snug Harbor Rd. or Bean Creek Rd. Snug Harbor Rd. was paved and a bike path added to address the safety issue on the road in the first place. A bike path that was cut short and is not complete in my opinion.

From a logistical point of view, this location adds to travel time for delivering materials to final locations. Whether it be raw materials or concrete. Why would you send this type of traffic through 4 miles (round trip, including Snug Harbor and Bean Creek) of residential roads with 25 mph speed limits? There is a bypass being built already, use those areas for this type of project.

I respectfully urge you to reconsider the decision to locate the concrete batch plant in our residential area. I believe that there are more suitable locations for such industrial activities that do not compromise the well-being and harmony of a community and do not pose such substantial risks to the residents and users of the Snug Harbor Rd.

I'm sure that there are reasons the following obvious better locations were not selected. In the end we must make wise choices and just do what makes logical sense. We are already cutting a swath through the wilderness for the bypass. Any reason not to choose a location other than the one proposed which needs access via residential areas for a batch plant makes no sense.

I feel like the bypass project is being built from the inside out. Meaning, construct the road to the bridge and then build a bridge. With this approach there would be ample space and access for any infrastructure needed to complete the project.

A statement like the one that follows from a member of the CLAPC is no reason to allow or settle for such an intrusive use to happen in the proposed location.

*Statement from C Degernes: "This is the only site in our land management plan for this light industrial activity."*¹

¹https://www.kpb.us/components/com_papyruslist/document.php?d=3298707

Sincerely,

Alec Lamberson

Cooper Landing resident

907-406-0681

alecontheslope@gmail.com

Alternate locations:

Parcel ID 11912417

View KPB assessment info here.
Use the link below to view the plat. If not plat is listed, there is no plat for this parcel.

PARCEL ID	11912417
ACREAGE	15.81
OWNER	KENAI PENINSULA BOROUGH
MAILING_ADDRESS	144 N BINKLEY ST
MAILING_CITY	SOLDOTNA
MAILING_STATE	AK
MAILING_ZIP	99669
LEGAL	T 5N R 3W SEC 36 SEWARD MERIDIAN SW 0940011 QUARTZ CREEK SUB TRACT C

plat is listed, there is no plat for this parcel.

PARCEL ID	11907133
ACREAGE	35.12
OWNER	KENAI PENINSULA BOROUGH
MAILING_ADDRESS	144 N BINKLEY ST
MAILING_CITY	SOLDOTNA
MAILING_STATE	AK
MAILING_ZIP	99669
LEGAL	T 5N R 3W SEC 29 SEWARD MERIDIAN SW 2004014 BIRCH AND GROUSE RIDGE SUB TRACT F

☆ Parcel ID 11930026



[View KPB assessment info here.](#)

Use the link below to view the plat. If not plat is listed, there is no plat for this parcel.

PARCEL ID	11930026
ACREAGE	340.00
OWNER	ALASKA STATE D N R
MAILING_ADDRESS	550 W 7TH AVE STE 650
MAILING_CITY	ANCHORAGE
MAILING_STATE	AK
MAILING_ZIP	99501
LEGAL	T 05N R 02W SEC 16 SEWARD MERIDIAN SW 2019007 ALASKA STATE LAND SURVEY NO 2014-26
SUBNAME	ALASKA STATE LAND SURVEY NO 2014-26



Mile 53 of the Sterling Hwy. An area already being utilized for the project.



Quinton, Madeleine

Subject: FW: <EXTERNAL-SENDER>FW: Some questions

From: Hughes, Aaron <AaronHughes@kpb.us>
Sent: Monday, February 26, 2024 10:45 AM
To: Quinton, Madeleine <mquinton@kpb.us>
Subject: FW: <EXTERNAL-SENDER>FW: Some questions

Please find below additional comment related to 2024-04.

Thanks

From: Sandra Holsten <sandrakey8@msn.com>
Sent: Sunday, February 25, 2024 5:48 PM
To: Katie Feichtinger <kfrannyf@gmail.com>; tommyginny@arctic.net
Subject: Re: Some questions

Here's some questions I have. I'm also sharing these with Cindy
Possible questions:

1. Driving time from DAVE's Creek is likely less and much safer than curvy 25th roads with two access points onto busy Sterling Highway. How was this used as a justification
2. Isn't it likely that Permit extension provision will lead to permanent commitment of Borough lands for commercial purpose for one company?
3. Why are there no hours or days of operation, safety requirements etc included in APC approval?
4. How many trips down road a day. Is 59 trucks actually 100 trips? Or because they also haul the aggregate I. Is it 200 trips
5. 5. How will traffic congestion at Sterling Hwy/Snug Harbor and Sterling Highway/bean Creek be addressed. It is only access for our fire and ambulance and road is too narrow to accommodate these large trucks backing up or moving over?
6. Both Bean Creek and Snug Harbor have several blind corners and poor sight distances with no recovery land. Traffic on both is heavy with a predominance of out of town/state drivers who are unfamiliar with roads and unaware of ongoing project. How will safety be addressed
7. We understand that trucks have speed monitors on them but given the shortage of truck drivers nationwide is it realistic to expect meaningful discipline when project needs these drivers so badly?
8. Why wasn't there more public involvement? Permit was filed 8 months ago.
9. What is the harm in delaying 30 days for public input? If it's to move aggregate to avoid load restrictions should the community have to accept this decision on short notice since the permit was filed 8 months ago.

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From: Katie Feichtinger <kfrannyf@gmail.com>
Sent: Sunday, February 25, 2024 4:13:16 PM

To: Sandra Holsten <sandrakey8@msn.com>

Subject: Some questions

I don't consider myself a very well written person, but here are a few questions. Please feel free to edit or omit anything.

Concrete Batch Plant

If KPB and Davis Block have been planning this for 9 months or a year why did the citizens of Cooper Landing only get notice a week before the CLAPC Special Meeting?

One of the reasons the location was chosen is because of the proximity to accessing the bridge project from either side. Previously cement trucks would have to come from Kenai. The Dave's Creek gravel pit is about 3-4 miles out of Cooper Landing. It's merely a couple more miles to the east entrance of the bypass. It's not much further than coming from the site on Snug harbor road. It's a lot closer than Kenai. Why was this site not considered?

The comments that were sent to CLAPC prior to the special meeting were all opposed to the lease, and several folks attending the meeting spoke up in opposition. Why did the CLAPC approve 5-1 without giving the community proper time to collect questions and concerns?

Katie Feichtinger

Proposed Concrete Batch Plant at Snug Harbor Materials Site Questions & Concerns

Placing the concrete batch plant for the Sterling Highway MP 45-60 construction project at the Snug Harbor Materials Site is cause for concern for the residents of the Snug Harbor Road area and community at large due to the truck traffic and associated safety issues. Concrete will be required not only for the new Juneau Creek bridge, but also for the wildlife overpasses and underpasses, interchanges with the existing highway at each end of the project, retaining walls, etc. When the project was first approved by the Federal Highway Administration in 2019 it was a five-year project scheduled for completion in 2025. By July of 2021 the completion date was extended to 2027. Without funding in the 2024-2027 STIP for continuing construction of the new highway or interchanges there is no way of knowing when the project will be completed, and therefore, how long the concrete and gravel truck traffic associated with the proposed batch plant will continue.

There are 16.7 million pounds of concrete in the Juneau Creek bridge alone per the Alaska DOT. That is approximately 4,175 cubic yards, which at 10 cubic yards per truckload equals 418 truckloads. Coupled with an equal quantity of aggregate and cement to be hauled in to make the concrete brings the total to over 800 loaded trucks, then double that for the empty part of the round trip and there are 1,600 one-way trips. The bridge is a four-year project, so assuming concrete is being poured for three of those years – that's 533 truck trips per year. The concrete pouring season is approximately May – September, or 22 weeks. That makes 24 truck trips per week if the work is spread out evenly, and it is not. We do not know how many truck trips will be involved in the large pours, or how many large pours there will be. We do believe when they are happening there will be a steady stream of concrete trucks on Snug Harbor Road and the Sterling Highway.

The first 1.5 miles of Snug Harbor Road is a residential area with a 25 MPH speed limit. The intersection with the Sterling Highway is very near the Kenai River bridge and the turns are dangerous enough for a passenger vehicle. Then there's the Sterling Highway itself – narrow and winding with no shoulders.

1. Why was the Snug Harbor Materials Site chosen for the concrete batch plant?
2. Were other sites considered, and if so, where?
3. Is it possible to place the batch plant on the construction site to keep at least one-half of the truck traffic off the existing roads?
4. Is it possible to place a batch plant on each side of Juneau Creek?
5. If two batch plants are not possible, is it possible to transport concrete across Juneau Creek by aerial cableway or some other method?
6. How does the contractor intend to keep the residents of the Snug Harbor Road area and all the users of the Sterling Highway safe?

Quinton, Madeleine

Subject: FW: New Public Comment to Assembly Members

From: Kenai Peninsula Borough <webmaster@kpb.us>

Sent: Monday, February 26, 2024 12:52 PM

To: BoroughAssembly <Borough-Assembly@kpb.us>; Mayor's Department <MayorDepartmental@kpb.us>

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

Subject: New Public Comment to Assembly Members

Your Name: Karen Button

Your Email: karenbutton@riseup.net

Subject: Proposed Concrete Batch Plant on Snug Harbor Road

Message:

On behalf of my family, and myself I am writing to express absolute opposition to a concrete batch plant on Snug Harbor Road in Cooper Landing, proposed by the Kenai Peninsula Borough.

#1: Lack of Transparent and Inclusive Decision-making

We learned of this issue on Friday of last week, two days after a "special" CLAPC meeting where the concrete batch plant was approved. The Cooper Landing Crier is the place where important notices are published. Why was such an important issue not noticed in The Crier by the CLAPC and the KPB several weeks beforehand as a stand-alone announcement? Why was it not heard over at least two CLAPC meetings in order to ensure community members knew about it and had an opportunity to comment to them? Why would this be brought forward at a time when many community members are out of state? Is this last-minute vote even legal?

#2 Safety

Those of us on Snug Harbor Road know full well the safety issues of speeding vehicles and increased volume of traffic. A few of us acquired a speed gun to document the problem and have clocked cars and trucks traveling 42-45mph in this 25mph zone. This includes industrial vehicles driven by Chugach Electric, SOA DOT, Ed Martin & Sons, propane trucks, food delivery semis, as well as motor homes and other recreation vehicles, trucks hauling boats, snow machine trailers, and the average cars and trucks.

The road beyond Shackelford Creek is particularly unsafe without a separated bike path and several hidden driveways. Adding concrete trucks to this situation is untenable.

#3 Community Health and Well-being

Besides safety, concrete trucks will further disrupt the relative peace in the neighborhood. Noise associated with the use of jake brakes and heavy engines is well documented with concrete trucks, not to mention noise from the site itself. Pollution from air-borne particulates in the making and transport of concrete is a concern. I have not had time to review the full lease but it appears there is no mention of a SWIPP, nor is there mention of potential negative health impacts to the community.

#4 Site Location for Proposed Concrete Batch Plant

Besides safety concerns, logistically a concrete batch plant doesn't make sense on Snug Harbor Road. There are several locations in and around Cooper Landing that are closer to or actually along the Sterling Highway and would not travel through a residential neighborhood at 25mph. These sites include the Chugach Substation at Dave's Creek, the site used by DOT to the east of Sunrise Inn, plus a site previously utilized for gravel: Parcel # 11930026.

In closing, I would like to reiterate we are opposed to any site on Snug Harbor Road being used for a concrete batch plant and we encourage a "no" vote by the KPB Planning Commission and the KPB Assembly.

Thank you,

Karen Button
37628 Snug Harbor Road
Cooper Landing, AK

Quinton, Madeleine

Subject: FW: <EXTERNAL-SENDER>Cooper Landing Concrete Batch Plant

From: Neeld, Alison (HAP) <aneeld@hagroup.com>

Sent: Monday, February 26, 2024 4:13 PM

To: peter.micciche.kpbmayor@gmail.com; Ecklund, Cindy <CEcklund@kpb.us>; G_Notify_AssemblyClerk <G_Notify_AssemblyClerk@kpb.us>

Subject: <EXTERNAL-SENDER>Cooper Landing Concrete Batch Plant

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.

Good Afternoon,

Please reconsider placement of the cement batch plant from Snug Harbor Road to another location.

Cooper Landing residents are hopeful and supportive of many actions taken to complete this bypass project, but we are running out of safe spaces in our community. For many years, I've been a daily walker of Bean Creek Road. After having rocks and gravel bruise my face, rocks hit dogs I've been walking, and nearly being hit by large vehicles, I had to switch my route to Quartz Creek Road which is also no longer an option with bridge work and constant construction traffic. Now we are losing our last road, Snug Harbor.

Houses and gardens are covered constantly in dust and gravel from these large trucks. Our kids and dogs are no longer allowed to play freely in yards. Even with all of the promises of limited traffic, we all know that it is in any business's best interest to maximize profit out of any location they lease. No guarantees can be made about limiting the numbers of trucks or days the road is used.

From the AL APC Meeting this week, it sounds like a majority of the traffic is planned for July. This is also our biggest traffic month from increased recreational traffic on this road. We have asked Troopers for assistance during this time period in our community and repeatedly been told it is not possible with current staffing and budget issues. We have long delays at the busy intersection of Snug Harbor Road and the Highway and the line builds up in front of our Cooper Landing Emergency Services and Fire Hall.

Our roads in Cooper Landing are falling apart with the increased traffic already. The state and Burrough have given no solutions to fixing the existing problems. Having these trucks tearing up another road that is not already a part of the current construction traffic seems wasteful and unnecessary. Please consider use of Dave Creek Gravel Pit, or a space along the Bypass cut.

I understand it is in the best interest of the cement company to be centrally located between both access points of the bypass. It saves them time and money. I feel that this comes at the expense of Cooper Landing residents once again.

We are being priced out of our town by temporary construction workers inflating rent, losing local recreating spaces, and now, all of our roads will be filled with construction traffic.

Please help to keep Cooper Landing a livable town.

Thank you,

Alison Neeld

Food and Beverage Manager

aneeld@hagroup.com

907-420-4889

Princess Cruises and Holland America Line

Kenai Princess Wilderness Lodge



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Quinton, Madeleine

Subject: FW: FW: Letter of Opposition Regarding Snug Harbor Rd. Concrete Batch Plant - Cooper Landing, AK

From: Amy Brodersen <akamybro@gmail.com>

Sent: Monday, February 26, 2024 7:04 PM

To: tommyginny@arctic.net; ecklundc@gmail.com

Subject: Letter of Opposition Regarding Snug Harbor Rd. Concrete Batch Plant - Cooper Landing, AK

I am a concerned citizen of Cooper Landing. The Kenai Peninsula Borough is proposing to allow for a concrete batch plant to be located down Snug Harbor Road, which passes through a 25mph residential neighborhood, and then transports material to the Cooper Landing Bypass project through another 25-mph residential road system.

My partner and I live year-round on Langille Road, currently the main, easterly most access point for the Bypass, and we have been coping with road construction traffic since the project broke ground. Unfortunately, our experience thus far has been awful. Construction crews with both DOT and Quality Asphalt Paving (QAP) regularly drive faster than the posted 25mph road speed limit. On several occasions when we have motioned for speeding truck drivers to slow down, we have been met with extreme aggression. On one occasion, a driver of one of the side dump trucks slammed on his brakes, got down from his truck and marched over to my partner yelling and swinging his fists wanting to fight. We have voiced our concerns several times at Community Meetings, and in private to both DOT and QAP Supervisors, and their solution was to add an electronic speed sign on Langille Road, as well as additional speed limit signs. Unfortunately, neither of these speed “deterrents” slowed the construction traffic; instead, they escalated the problem, to where my partner began receiving anonymous, aggressive text messages from angry construction workers. In another instance, I was following behind a handful of school children riding their bikes to school in the fall, and they had to navigate past two large side dump trucks headed up Bean Creek Road. There is no bike path along Bean Creek Road, and the added construction traffic is making it more dangerous for local children, Princess Lodge staff, and guests, to walk or ride their bikes on the neighborhood road to reach Area sites and activities.

We are opposed to adding more construction traffic to the already excessive and disrespectful traffic on our neighborhood road system, so we are in strong opposition to a concrete batch plant being located down Snug Harbor Road.

We have done tours with DOT supervisors to observe construction occurring on the Bypass behind our house, and on those tours, we have witnessed side dump trucks and other large dump truck equipment moving efficiently along the current construction alignment. After seeing this, we feel that there is no reason why Davis Block trucks could not use the current Bypass from its easterly most access point or from its westerly most access point on the other side of the Kenai River near the Resurrection Trailhead. There are already sites being used to contain explosives, heavy equipment, and for construction employee housing that are of adequate size to house a concrete batch plant, with closer access to the Juneau Bridge construction. We feel that construction impacts should be minimized as much as possible and that those current sites should be fully utilized before causing more strain on our community.

We feel that notice of this proposal was brought to our community without enough time for proper discussion, and that the Cooper Landing Planning Commission's vote is not representative of the community since they were not able to properly poll their constituents on this issue.

I, Amy Brodersen, and my partner, Josiah Brown, are strongly opposed to the proposed concrete batch plant being located on Snug Harbor Road.

Amy Brodersen & Josiah Brown
18234 Langille Road, Cooper Landing, AK 99572
(907) 750-0838 or (907) 599-0085

Public Comments received regarding Concrete Batch Plant proposal to be discussed 2/21/2024

2/15/2024

Name:

Nick VanderHoff

Email Address:

nvanderhoff@yahoo.com

Subject:

Concrete batch plant lease in Cooper Landing

Message:

I am writing to comment on the proposed lease for a concrete batch plant operation at the Snug Harbor Road material site in Cooper Landing.

This site is not a good place for a concrete batch plant. Concrete trucks running up and down Snug Harbor Road, negotiating two intersections along the Sterling Highway, plus crossing the bridge during summer traffic, for the next five years with additional one year lease extensions....no thank you. Locating the concrete batch plant somewhere along or very near the project site is where it should be.

2/15/2024

Name:

Glen parker

Email Address:

Gleneparker@yahoo.com

Subject:

Batch plant Snug Harbor Rd

Message:

This batch plant makes no sense for location in reference to bridge. Project has more than enough area and water to facilitate a batch plant.

If on snug harbor will destroy the road with concrete trucks at full capacity, and deliveries of cement. This should be on project site!

2/16/2024

Name:

Kay Thomas and Ken Green

Email Address:

Qenqay@arctic.net

Subject:

Davis Block batch plant

Message:

We are opposed to having a batch plant at the organic fill on Snug Harbor Road. Heavy truck traffic on Snug Harbor endangers residents and foot traffic along this residential corridor. It will also negatively affect the highway corridor that accesses the post office and emergency services. There should be other locations closer to the by-pass they will be serving

2/19/2024

Name:

Heather Pearson

Email Address:

heather@mightykenai.com

Subject:

Davis Block lease

Message:

I oppose the proposed ordinance granting Davis Block a lease at the Snug Harbor materials site. A concrete batch plant operation makes more sense to be located in closer proximity to the project. The impacts of 2-4 concrete trucks hauling daily loads through a residential area are of concern. There will also be safety and traffic impacts to the Sterling hwy, particularly during peak summer traffic.

2/21/2024

Name:

Jean Ann & Alan Nierenberg

Email Address:

nchoppin@att.net

Subject:

Lease for Concrete Plant in Cooper Landing

Message:

CLAPC Members;

We regret we will be unable to attend the Special Meeting this evening, however, we wanted to provide the following comments for consideration by CPALC in forming their position to the Kenai Assembly;

Location of Concrete Plant/Traffic in Cooper Landing - The entire lease package appears to lack consideration as to proposed the location of the concrete plant and the negative impact of added truck traffic in Cooper Landing during the summer for a multi-year period. The location of the lease and concrete plant is remote from the Juneau Creek Bridge. Have other locations closer to the Juneau Creek Bridge been considered, as alternatives should be required for the siting of any such facility?? If bulk materials are coming from David Block in Soldotna, then the concrete plant should be on the West side of CL, i.e. in the area of the highway construction access just West of Resurrection Pass with access then up to Juneau Creek. No need to enter CL. If bulk materials are coming from the East, then the plant should be at the existing highway construction access just to the east of Wildmans opposite David Rhodes. Again, no need to enter CL. Under any scenario, it is irresponsible to site the the concrete plant in the proposed location with all the unnecessary added traffic in/out of CL on a multi-year basis, especially Snug Harbor Road which which will see all inboard/outboard trucks both on loaded and unloaded runs.

Noise Control - The entire lease package lacks any consideration of added noise from the increased truck traffic and the continuous operation of the diesel generator. Added trucks in compliance with existing regulations (whatever they may be) are an inadequate basis to accept the added noise that will generated throughout the narrow roads of CL for a multi-year period by numerous trucks making multiple runs per day. The diesel generator must be specified to be fitted with Level 3, or equivalent, sound attenuating enclosure and operated with doors closed - see for reference -

https://www.generatorsource.com/Sound_Attenuated_Generator_Enclosure_Levels_Explained.aspx

Dust Control - The entire lease package lacks any mention of dust control at the lease site, specifically the silos during bulk material transfer. Assuming that existing state or federal environmental regulations will be applicable or adequate is a huge mistake. The lease must have a specific requirement for Best Available Technology (BAT) in dust suppression be applied

to all components at the lease site.

Traffic Control/AST Presence - The added truck traffic (if the proposed location is unwisely approved) demands Trooper presence to assist with traffic control and to be close at hand for the inevitable incidents which will occur. It is irresponsible for the Borough to endorse this level of added activity with no consideration of public safety. [Probably not to be focus of argument, but we recall it was a Davis Block truck involved in the fatal accident last fall just below Sportmans - CLES can probably confirm]

This is a half-ass poorly considered lease and I would hope the sentiment of Cooper Landing residents is unified in opposition on this issue.

If you all have any questions on the above in advance of the CLAPC meeting, please don't hesitate to call - see you all soon.

Jean Ann & Al Nierenberg
PO Box 743
Cooper Landing, AK 99572
813 503 1694

From: [Dan Osborn](#)

Sent: Wednesday, February 21, 2024 12:37 PM

To: degernes.apc@gmail.com

Subject: Snug Harbor cement plant

Good afternoon

I am writing to show my opposition to the KPB proposal for placing a concrete plant at the Snug Harbor materials site. I think that this proposal has numerous public safety concerns as well as unneeded damage to snug harbor road, sterling highway and bean creek road. It seems logical to me to have the plant up near the bridge construction site instead a location that the travel route passes through multiple residential areas that have consistent pedestrian traffic, numerous uncontrolled driveway entrances and road surfaces that are failing with current use let alone loaded concrete trucks. The traffic congestion that will occur with loaded trucks turning on and off the sterling highway will directly affect all traffic using the sterling highway and may lead to a catastrophic vehicle accident with an already congested roadway. I feel the only perceived benefit is the borough making a few thousand dollars per year at the risk of residents and all users of the sterling highway.

Respectfully,

Dan Osborn

37886 Snug Harbor Rd

Cooper Landing

Quinton, Madeleine

Subject: FW: Public Comment Lease Cooper Landing - Davis Block

From: Phillip Miller <pjmillerak@gmail.com>

Date: March 4, 2024 at 6:29:28 PM AKST

To: "Mueller, Marcus" <MMueller@kpb.us>

Subject: <EXTERNAL-SENDER>Public Comment Lease Cooper Landing - Davis Block

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.

Greetings Mr. Mueller,

Will you please include these public comments in the appropriate place for land lease application by Davis Block.

I strongly support the proposed lease of existing identified industrial KPB lands for a use of a concrete plant.

The increase of traffic on this state road will be no more than what is already rolling through the community on the Sterling Hwy and Bean Creek Road.

Additional Snug Harbor Road was years ago to support an industrial project. The Power Plant and Cooper Lake Tunnel Diversion. It appears lease and is in line with usual and customary use for over 50 years.

As a community Cooper Landing should not be putting up any additional snafu's to the progress of the ByPass project.

Sincerely,
Phillip Miller
19233 Sterling Hwy
Cooper Landing, AK

DISCLOSURE: This email and any attachments are intended for a specific recipient. This email was created with two thumbs and apple artificial spelling intelligence. Any one who knows me well, knows I cannot spell. If something funny or stupid comes your way I have every expectation that you are going to laugh and and share this email.

eComments Ordinance 2024-04

Cynthia Dawson

Location:

Submitted At: 6:39pm 02-26-24

I have a home on Snug Harbor Road and I oppose authorizing the concrete operations on Snug Harbor Road. Snug Harbor Road is not conducive for the additional heavy traffic that will result from these operations--both the drop off of aggregate from the Sterling Highway and the carrying of concrete onto the Sterling Highway. It will cause damage to our peaceful enjoyment of our property in our so-loved summer months, it will cause damage to the roadway itself, it is not hard to imagine a potential injury to person or pets from trucks moving at a high rate of speed (it has a 25MPH speed limit and is treated as if it is a normal highway), and the oh-so-important Cooper Landing Emergency Services will have to compete with access to the Sterling Highway when there is a back-up of traffic from the cement trucks and dump trucks (double length) when there is a summer emergency on the Sterling Highway. This proposal was rushed through to say the least and I have no facts as to what other locations were considered. PLEASE VOTE NEGATIVE ON THIS ORDINANCE!

Alison Neeld

Location:

Submitted At: 4:00pm 02-26-24

Please reconsider placement of the cement batch plant from Snug Harbor Road to another location.

Cooper Landing residents are hopeful and supportive of many actions taken to complete this bypass project, but we are running out of safe spaces in our community. For many years, I've been a daily walker of Bean Creek Road. After having rocks and gravel bruise my face, rocks hit dogs I've been walking, and nearly being hit by large vehicles, I had to switch my route to Quartz Creek Road which is also no longer an option with bridge work and constant construction traffic. Now we are losing our last road, Snug Harbor.

Houses and gardens are covered constantly in dust and gravel from these large trucks. Our kids and dogs are no longer allowed to play freely in yards. Even with all of the promises of limited traffic, we all know that it is in any business's best interest to maximize profit out of any location they lease. No guarantees can be made about limiting the numbers of trucks or days the road is used.

From the AL APC Meeting this week, it sounds like a majority of the traffic is planned for July. This is also our biggest traffic month from increased recreational traffic on this road. We have asked Troopers for assistance during this time period in our community and repeatedly been told it is not possible with current staffing and budget issues. We have long delays at the busy intersection of Snug Harbor Road and the Highway and the line builds up in front of our Cooper Landing Emergency Services and Fire Hall.

Our roads in Cooper Landing are falling apart with the increased traffic already. The state and Burrough have given no solutions to fixing the existing problems. Having these trucks tearing up another road that

eComments Ordinance 2024-04

is not already a part of the current construction traffic seems wasteful and unnecessary. Please consider use of Dave Creek Gravel Pit, or a space along the Bypass cut.

I understand it is in the best interest of the cement company to be centrally located between both access points of the bypass. It saves them time and money. I feel that this comes at the expense of Cooper Landing residents once again.

We are being priced out of our town by temporary construction workers inflating rent, losing local recreating spaces, and now, all of our roads will be filled with construction traffic.

Please help to keep Cooper Landing a livable town.

Thank you,

Alison Neeld
Cooper landing Resident

Heidi Wood

Location:

Submitted At: 11:07am 02-24-24

As a frustrated homeowner in Cooper Landing, I am writing to let you know I too, feel blindsided with the proposed batch plant ordinance being placed down Snug Harbor Road. I am STRONGLY opposed to this and believe the borough needs to consider and listen to their taxpayers before deciding on this issue. Why you would chose an area that affects its residents, an area where people actually live and reside in, instead of an area where there are no residents, is beyond me?

Obviously, the added noise and airborne pollution from the trucks, speeding of the heavy and large vehicles (because that is never enforced), and wear on the road from the heavy equipment will definitely affect our families. Many of us have cabins directly off of Snug Harbor and this, along with the added traffic it will create will only further the congestion problem of getting onto and off of the Sterling Highway. It will also add increased difficulty with the home owners who have property right off the road getting our boats and vehicles parked back onto our properties after a day of fishing, biking, or other day to day activities. We are near a blind corner and just getting onto the road now is often dangerous.

Another huge issue I have with this are the ENVIRONMENTAL concerns for residents, as well stated in other letters. (i.e. NOx, sulfur dioxide, and carbon monoxide). The smell alone directly affects me, as I get migraines from the emissions of diesel trucks. I have also seen your lack of environmental concerns when you repaved and widened the small section of road tearing away a whole mountainside due to erosion problems and now creating a lot of drainage issues on our property that you have chose to ignore (we have brought to your attention numerous times). This is an area directly by the lake- does this not concern you?

eComments Ordinance 2024-04

Please reconsider and listen to what your community is saying and come up with area away from where a large number of your resident homes reside. The most logical and reasonable area would be where it does not affect the a large number of your Cooper Landing residents every day.

Heidi Wood
Cooper Landing Home owner.

Thomas Wanat, Jr

Location:

Submitted At: 4:58pm 02-23-24

I just learned about the proposal to put a cement batch plant 2 miles up Snug Harbor Rd. Once again I'm completely blindsided by such an important issue that I didn't have the luxury of any time to digest or comment on, the first being the Snug Harbor road widening fiasco several years ago. It's sad how we dutifully pay our property taxes yet have no say in important matters that affect us so.

The obvious noise, speeding traffic, and airborne pollution will unquestionably be significant. We already tried fighting 'city hall' with the increased traffic and speeds of that traffic that we saw with the aforementioned road improvements. The posted 25 mph does NOTHING to curb speeders...even some of the residents of the Senior Center fly by at 50 and laugh when I gesticulate to slow down (hear this little old guy in your sporty red convertible)! Those of us who jockey our boats onto and off of our property and those of us with children and grandchildren particularly feel the danger. Will it take a fatality before KPB understands our plight?! And now we'll be faced with cement materials coming in and heavily loaded finished cement trucks going out, none of which will be driving 25mph.

The dust and pollutants generated by a cement operation are also significant concerns for respiratory health. The cement manufacturing industry was an Environmental Protection Agency New Source Review/Prevention of Significant Deterioration (NSR/PSD) national enforcement initiative in fiscal years 2008-2010 and was continued as a Reducing Air Pollution from the Largest Sources national enforcement initiative for fiscal years 2011-2013. The cement sector is the third largest industrial source of pollution, emitting more than 500,000 tons per year of sulfur dioxide, nitrogen oxide, and carbon monoxide. Beginning in 2008, EPA has pursued a coordinated, integrated compliance and enforcement strategy to address Clean Air Act New Source Review compliance issues at the nation's cement manufacturing facilities.

Health and Environmental Effects of Cement Plant Emissions

Cement plants are a significant source of sulfur dioxide, nitrogen oxide and carbon monoxide, which are associated with the following health and environmental impacts:

* Nitrogen oxide (NOx) can cause or contribute to a variety of health problems and adverse environmental impacts, such as ground-level ozone, acid rain, global warming, water quality deterioration, and visual impairment. Affected populations include children, people with lung diseases such as asthma, and exposure to these conditions can cause damage to lung tissue for people who work or exercise outside.

eComments Ordinance 2024-04

* Sulfur dioxide (SO₂) in high concentrations can affect breathing and may aggravate existing respiratory and cardiovascular disease. Sensitive populations include asthmatics, individuals with bronchitis or emphysema, children, and the elderly. SO₂ is also a primary contributor to acid deposition, or acid rain.

* Carbon monoxide (CO) can cause harmful health effects by reducing oxygen delivery to the body's organs and tissues, as well as adverse effects on the cardiovascular and central nervous systems. CO also contributes to the formation of smog (ground-level ozone), which can cause respiratory problems.

Please review your plan for this batch plant location. It seems as though a location closer to the point of need would make more sense. I've seen how much clearing has been done beyond the Bean Creek Trailhead. Maybe that's a more logical location?

Tom Wanat
Snug Harbor Rd
907-854-7297

Alec Lamberson

Location:

Submitted At: 3:07pm 02-23-24

I am writing to express my strong opposition to the proposed concrete batch plant in our residential area. As a concerned member of this community, I believe that this project poses significant risks and drawbacks that could adversely affect the well-being and quality of life for the residents. Not to mention a significant safety to current traffic and pedestrians already using this area. This plant would add unnecessary heavy truck traffic to an already congested road.

I believe this last-minute notification has violated borough ordinance 17.10.110. - Notice of disposition. Which is governed by 17.10.100. - Methods of disposition. Paragraph I.

Issues not addressed completely at any meetings or any of the lease documents I have seen so far:

Noise and Air Pollution: Batch plants are known for generating considerable noise and emitting airborne particles. The constant noise from the machinery and the dust produced during the concrete mixing process could have severe consequences for the tranquility and health of our community.

Traffic Congestion: The influx of heavy vehicles associated with the transportation of raw materials and the delivery of concrete can lead to increased traffic congestion in our already quiet streets. This not only poses safety hazards but also disrupts the peaceful flow of our neighborhood.

Health Concerns: The emissions from a concrete batch plant may contain pollutants such as particulate matter, volatile organic compounds, and other hazardous substances. These pollutants can have adverse effects on respiratory health and overall well-being, especially for vulnerable populations such as children and the elderly.

Environmental Impact: Concrete batch plants may have a negative impact on the local environment, affecting soil, water quality, and nearby ecosystems. Our community values sustainability and environmental responsibility, and this project goes against those principles.

eComments Ordinance 2024-04

A mere \$3500 per year of revenue for the borough is not worth the disturbance caused by the heavy truck traffic on Snug Harbor Rd. or Bean Creek Rd. Snug Harbor Rd. was paved and a bike path added to address the safety issue on the road in the first place. A bike path that was cut short and is not complete in my opinion. From a logistical point of view, this location adds to travel time for delivering materials to final locations. Whether it be raw materials or concrete. Why would you send this type of traffic through 4 miles (round trip, including Snug Harbor and Bean Creek) of residential roads with 25 mph speed limits? There is a bypass being built already, use those areas for this type of project.

I respectfully urge you to reconsider the decision to locate the concrete batch plant in our residential area. I believe that there are more suitable locations for such industrial activities that do not compromise the well-being and harmony of a community.

Alternate locations:

Parcel ID:11930026

Parcel ID:11912417

Parcel ID:11907133

Mile 53 of the Sterling Hwy., an area already being utilized for the project.

I'm sure that there are reasons these obvious locations were not selected. In the end we have to make wise choices and just do what makes logical sense. We are already cutting a swath through the wilderness for the bypass. Any reason not to choose a location other than a location that needs access via a residential area for a batch plant makes no sense.

Sincerely,

Alec Lamberson

Cooper Landing resident

907-406-0681

alecontheslope@gmail.com

Katie Feichtinger

Location:

Submitted At: 3:01pm 02-23-24

I write to show my opposition to the lease with Davis Block and Concrete for the Batch Plant at the Snug Harbor materials site. I feel that through either disorganization or willful intentions the borough planning department presented this plan to the Cooper Landing APC one day after their regularly scheduled meeting and therefore a special meeting was required. This short notice did not allow for adequate public comment on the proposed ordinance and at the time of this comment I have not seen any public comments supporting this ordinance to the Cooper Landing APC or Borough. The initial request for lease by Davis Block was presented to the Borough in July of 2023 for consideration. My concerns for this locations are as follows: 1. The paved section of Snug Harbor road is already showing surface damage and having a long duration of trucks of aggregate and loaded concrete will further exacerbate this damage. 2. The increased heavy truck traffic along Snug Harbor and Bean Creek road places pedestrians at increased

eComments Ordinance 2024-04

risk of disastrous impacts with heavy commercial vehicles. 3. The fugitive dust lofted by the trucks along the roads may potentially cause long term health problems of residents that reside along the haul route. 4. Access/Egress of emergency responders and vehicles at the Cooper Landing Emergency Services has already proven difficult during times of heavy summer traffic up and down the Sterling Highway corridor without the addition of heavy trucks turning in and out of said intersection. 5. Access to the Cooper Landing Post Office will cause additional congestion. 6. For the summer of 2024 at a minimum the concrete trucks will be access the highway project through the Bean Creek road access and this road with very limited shoulders also has a high volume of pedestrian traffic generated by residents, Cooper Landing Community club as well as the Kenai Princess Lodge. 7. The site proposed at the Snug harbor materials site consists of overburden that was removed from other construction projects around town and I have concerns with its stability for supporting a batch plant with its high percentage of unorganized clay and organic materials especially in the event of an earthquake. 8. The noise pollution created by trucks going through a relatively hilly stretch of road will cause impacts to residents living as close as 40 feet from the road surface. To my best knowledge many of these concerns would be eliminated or reduced with the installation of the concrete plant at the existing work pads along the highway cut. I understand that the Borough may make up to \$3500 dollars per year and have the slash disposal managed for the duration of this lease. Are these few dollars worth the potential risks to residents, along the haul corridor in short and long term health impacts, all Kenai Peninsula residents and visitors that will experience traffic delays of additional heavy trucks moving at less than posted speed limits turning on and off the Sterling Highway?

Daniel Osborn/Katie Feichtinger
Cooper Landing AK

Introduced by: Mayor
Date: 03/19/24
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2024-005**

**A RESOLUTION TO FORM THE JUBILEE STREET UTILITY SPECIAL
ASSESSMENT DISTRICT AND PROCEED WITH THE IMPROVEMENT
OF A NATURAL GAS MAIN LINE**

WHEREAS, KPB Chapter 5.35 authorizes the formation of utility special assessment districts (“USAD”) within the Kenai Peninsula Borough (“KPB”); and

WHEREAS, an application for a petition to form a USAD was received from the property owners within the proposed district; and

WHEREAS, on November 27, 2023, the Mayor approved the administrative review of the Petition Report, pursuant to KPB 5.35.105 requirements, for the formation of the Jubilee Street USAD (“District”) for construction of a natural gas main line, attached as Mayor’s Report Attachment 1; and

WHEREAS, KPB 5.35.107(C) requires signatures of the owners of record of (a) at least 60 percent of the total number of parcels subject to assessment within a proposed district and (b) at least 60 percent in value of the property to be benefited, in order to be considered by the assembly for formation; and

WHEREAS, the owners of record of 60 percent of the total number of parcels in the proposed District, and 70.12 percent in value of the properties to be benefited, have signed the petition; and

WHEREAS, the petition was submitted timely by the sponsor on January 9, 2024, and on January 11, 2024, the Borough Clerk determined that the petition received bears sufficient signatures meeting the signature thresholds as required by KPB 5.35.107, and acknowledged receipt of a filing fee for \$1,000 as required by KPB 5.35.030(D), (see Mayor’s Report Attachment 3, Certification of Petition); and

WHEREAS, the Borough Clerk gave notice of the public hearing for this resolution by certified mail, return receipt requested, mailed not less than 35 days before the date of the hearing, to each record owner of a parcel in the proposed District; and

WHEREAS, the Borough Clerk further gave notice by publication once a week for two consecutive weeks in a newspaper of general circulation in the KPB, with the first publication appearing not less than 30 days before the date of the hearing; and

WHEREAS, more than 35 days have passed since the mailing of the notice of the public hearing to each record owner of a parcel in the proposed District, and zero (0) written objection to the necessity of formation of the District has been filed with the Borough Clerk; and

WHEREAS, KPB 5.35.110(A) requires the Mayor to prepare for assembly consideration a resolution to form the USAD and proceed with the improvement, and to submit with the resolution a copy of the petition as described in KPB 5.35.107(A);

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

SECTION 1. That the KPB will form the Jubilee Street USAD, and the Mayor is authorized to proceed with the construction of the improvement in accordance with the provisions of KPB Chapter 5.35, and negotiate and execute such documents as are determined to be in the best interests of the KPB to accomplish this project.

SECTION 2. That pursuant to the requirements of KPB 5.35.110, this resolution is supported by the Mayor's Report, which is attached hereto and incorporated herein by reference.

SECTION 3. That the proposed Jubilee Street USAD is necessary and should be made and is hereby formed, and the KPB will proceed with the construction of an extension of Enstar's natural gas main line to a district encompassing 10 benefited parcels in the area of Kasilof, including Jubilee Street, and Pope Place.

SECTION 4. That the boundaries of the USAD for the natural gas main line set forth in the district map as Mayor's Report Attachment 2, page 11, and the properties legally described in the Estimate Assessment Roll as Mayor's Report Attachment 2, page 13, are hereby approved as comprising this USAD.

SECTION 5. That the estimated cost of the project of \$42,562.00, which includes direct costs of \$35,862.00 and KPB administrative costs of \$6,700.00, is approved.

SECTION 6. That the attached Estimate Assessment Roll, Mayor's Report Attachment 2, page 13, which includes properties within the District to be properly included and subject to an assessment of \$4,256.20 per parcel for the improvement, is incorporated by reference herein and adopted.

SECTION 7. That the Mayor is authorized to negotiate and execute such documents as are determined to be in the best interests of the KPB to proceed with construction of the improvement and to accomplish this project.

SECTION 8. That the Borough Clerk will cause a copy of this resolution and the estimated assessment roll to be recorded in the District Recorder's office for the State of Alaska, Kenai District.

SECTION 9. That notice is hereby given that a property owner within the boundaries of the Jubilee Street USAD, unless excluded by Section 6 of this resolution, must pay off the remaining balance of any special assessment on property to be subdivided, or prepay estimated costs if the final assessment has not been determined, before a final plat may be signed and recorded pursuant to KPB 20.60.030.

SECTION 10. That this resolution is effective immediately.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 19TH DAY OF MARCH, 2024.

Brent Johnson, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Assessing Department

MEMORANDUM

TO: Brent Johnson, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Peter A. Micciche, Mayor *PM*
Adeena Wilcox, Borough Assessor *aw*

FROM: Marie Payfer, Special Assessment Coordinator *MP*

DATE: March 7, 2024

RE: Resolution 2024-005, to Form the Jubilee Street Utility Special Assessment District and Proceed with the Improvement of a Natural Gas Main Line Extension (Mayor)

MAYOR'S REPORT

Property owners in the proposed Jubilee Street Utility Special Assessment District (USAD) have worked with the KPB administration to form the proposed USAD. Pursuant to the requirements of KPB 5.35.105, on November 27, 2023, the Mayor approved the administrative review of the petition report, approving the petition for formation of this USAD prior to its circulation among benefited property owners (see Mayor's Report Attachment 1).

This resolution to form the Jubilee Street USAD and proceed with the improvement approves the formation of the USAD and authorizes the Mayor to proceed with the construction of the improvement. This is the first step in a three-step process requiring assembly action for the Jubilee Street USAD: 1) resolution to form the district and proceed with the improvement; 2) ordinance of appropriation of funds; and, 3) ordinance of assessment.

KPB 5.35.107(C) requires that the petition must contain the signatures of (a) the owners of record of at least 60% of the total number of parcels subject to assessment within the proposed district, and (b) the owners of at least 60% in value of the property to be benefited, in order to be considered by the assembly for formation. A completed petition for the formation of the Jubilee Street USAD was received by the Assessing Department on January 9, 2024. On January 11, 2024, the KPB Clerk certified the petition with 6 of 10 property owners, 60 percent, supporting the proposed district (see Mayor's Report Attachment 3, Certification of Petition), and with 70.12 percent of the value of the district (see Mayor's Report Attachment 2, Estimated Assessment Roll, page 13). Additionally, the KPB Clerk sent all required notices to the property owners and published the required information concerning the proposed district as required by KPB code.

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March 7, 2024

RE: Resolution 2024-005

The resolution is supported by the attachments listed herein which provide the documentation required by code to support forming this USAD and proceeding with construction.

Pursuant to KPB 5.35.110(A), the Mayor submits this Resolution for Assembly consideration to form the special assessment district and proceed with the improvement. Per code, the following information accompanies this Resolution, all of which is detailed in the referenced attachments to this memo:

- 1) Attachment #1: The administrative review of the petition report memo prepared by KPB staff under KPB 5.35.105, updated to account for any change in information.
- 2) Attachment #2: The petition report prepared by KPB staff under KPB 5.35.105, updated to account for any changes in information. The petition report includes the following Petition Report Exhibits:
 - a) Petition Signature Page, see Attachment 2, pages 1 & 2
 - b) The Petition Information Sheet (*Petition Report Exhibit 1*) which provided a description of the proposed improvement, and a description of the limitations on withdrawing a petition signature under KPB 5.35.107(E), see Attachment 2, pages 5 to 8;
 - c) Enstar Natural Gas Company's letter of commitment (*Petition Report Exhibit 2*) to support the 2024 construction of the extension and a written estimate of the total cost of construction, with attached engineer's map, dated August 29, 2023, see Attachment 2, pages 9 & 10;
 - d) A map (*Petition Report Exhibit 3*) of the proposed USAD district and boundaries, see Attachment 2, page 11;
 - e) The estimate assessment roll spreadsheet (*Petition Report Exhibit 4*) which provides the total estimated cost of the improvement, the name of the record owner of each parcel, the tax parcel number of each parcel, the legal description of each parcel, the assessed valuation of each parcel, the estimate of the amount to be assessed to each parcel, the status of tax payments, if there are other special assessment liens against any of the parcels in the proposed district, and the description of any benefited parcel that exceed the assessment-to-value ratio set forth in KPB 5.35.070(C), see Attachment 2, page 13;
 - f) A memorandum (*Petition Report Exhibit 5*) from the Finance Director stating the method of financing, interest rate to be paid, and setting forth the number and frequency of payments, see Attachment 2, pages 15 & 16;
 - g) Written comments (*Petition Report Public Comment*) timely received per KPB 5.35.030(E)(5), including any objections from parcel owners regarding inclusion of their property district, see Attachment 2, pages 17 & 18;
- 3) Attachment #3: Certification of Petition, Jubilee Street USAD, dated January 11, 2024.

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March 7, 2024

RE: Resolution 2024-005

PROJECT BACKGROUND:

The total project is estimated to cost is \$42,562.00. This includes direct costs of \$35,862.00 and indirect administrative costs of \$6,700.00. There are a total of 10 benefited parcels within this district.

KPB 5.35.090 requires the method of assessment shall be an allocation of costs on a per parcel basis so that each benefited parcel is charged an equal amount. The per-parcel cost is estimated to be \$4,256.20. Equal allocation is reasonable because the immediate benefit of being able to connect a service line to the main line is the same for all parcels.

Pursuant to KPB 5.35.070(C), in no case may a property be assessed an amount in excess of 50 percent of the fair market value of the property. Within this project there are zero properties that exceed the 50 percent limitation. No prepayments are required for this district. See Mayor's Report Attachment 2, page 13, Estimated Assessment Roll.

Per KPB 5.35.070(D), a special assessment district may not be approved where properties which will bear more than 10 percent of the estimated costs of the improvement are delinquent in payment of KPB property taxes. There are zero properties within this proposed district that are delinquent in payment of real property taxes. Additionally, pursuant to KPB 5.35.105(A)(4)(g), there are no other special assessment liens against any of the parcels in the proposed district.

This matter is now presented to the assembly for approval to proceed with the project. Any objections received will be provided to the assembly on the hearing date.

Your consideration is appreciated.

MEMORANDUM

To: Peter A. Micciche, Borough Mayor

From: Adeena Wilcox, Borough Assessor
Marie Payfer, Special Assessment Coordinator

Date: November 27, 2023

RE: Administrative Review of the Petition Report for the Jubilee Street Utility
Special Assessment District (USAD)

Review Period: Monday, November 27, 2023, through Monday, December 11, 2023

In accordance with KPB Code Chapter 5.35, a petition application has been submitted for formation of a utility special assessment district (USAD) in the community of Kasilof. Known as the Jubilee Street USAD (hereinafter "USAD"), the proposed main line includes Jubilee Street and Pope Lane. The project would benefit 10 parcels.

The attached Petition Report, and associated exhibits, is provided to the mayor for consideration and approval. Pursuant to 5.35.105(C), the mayor will consider the petition report (draft petition) for the proposed USAD and make a final determination to approve or to acquire additional or amended information not less than 45 days and not more than 60 days from the date the assessing department mailed notices to the affected property owners to allow for the comment period as described in KPB 5.35.030(E).

The notices were mailed out to the affected property owners on October 13, 2023; therefore, the mayor may consider the petition report **not earlier than Monday, November 27, 2023, and not later than Monday, December 11, 2023.**

Your review and approval of the proposed petition report is hereby requested so that the sponsor may pursue the signatures of owners of property within the approved boundaries. If sufficient signatures are obtained and the completed petition certified, the project may move forward with assembly approval of the resolution to form the district and proceed with the improvement. The sponsor hopes for this to occur no later than the first Assembly meeting in May of 2024, to stay on schedule to meet the utility company's deadline of June 15, 2023, for assembly approval to form the district, and to allow for construction of the proposed project during the 2024 construction season.

SECTION 1. IMPROVEMENT PROPOSAL:

On August 29, 2023, the utility company, Enstar Natural Gas Company, submitted a letter of approval for the proposed natural gas main line extension and a written estimate of the utility's estimated cost of constructing the extension. The sponsor was informed of the total estimated cost for this project. On August 30, 2023, the sponsor provided the assessing department with written notice of intent to proceed with administrative review of the petition report, and has submitted a non-refundable filing fee as established in the most current Schedule of Rates, Charges and Fees. Pursuant to KPB 5.35.03(E), the assessing department mailed notices of the proposed USAD to all parcel owners in the proposed district on

October 13, 2023, by certified mail, return receipt requested.

The project proposes to install a natural gas line of approximately 1,290 lineal feet of 2-inch pipe. The total project cost for a 2024 construction is estimated at **\$42,562**, which includes Enstar’s 2024 standard construction cost of \$35,862 (based on \$27.80 per lineal foot), and \$0.00 for Enstar’s Non-Standard costs, plus the Kenai Peninsula Borough administrative cost of \$6,700. The allocated cost per-parcel is estimated to be **\$4,256.20** for each of the 10 benefited parcels. If the project is approved by the assembly by June 15, 2024, Enstar will attempt to construct the project in 2024. If the project is delayed beyond that date, another engineering estimate will be required with updated construction costs for the proposed year of construction.

SECTION 2. RESTRICTIONS ON FORMATION PER 5.35.070:

Pursuant to 5.35.070 (B), the legal description of parcels within the proposed district as of the date of the mayor’s approval of the petition report under KPB 5.35.105 will establish the parcels for assessment. No subdivision, reversion of acreage, or lot line adjustment will be recognized for USAD assessment purposes after the mayor’s approval of the petition report. Additionally, KPB 5.35.030(E)(4), requires “any action to replat parcels within the proposed district shall be completed and recorded before the date the mayor approves the petition report under KPB 5.35.105(C)”.

Currently, no parcels within the boundary of this proposed district are in the process of subdividing.

Additional restrictions on formation per 5.35.070:

(C), in no case may a property be assessed an amount in excess of 50% of the fair market value of the property; there are zero parcels that exceed the 50% assessment-to-value limitation;

(D), a special assessment district may not be approved where properties which will bear more than 10% of the estimated costs of the improvement are subject to unpaid, past-due borough property taxes; there is one parcel which is delinquent in payment of the 2023 property taxes, representing 10%; and,

(E), no one owner may own more than 40% of the total number of parcels to be benefited.

SECTION 3. KENAI PENINSULA BOROUGH OWNED PROPERTY:

Pursuant to KPB 5.35.107(C)(6), the mayor shall be the designee for signing any petition when borough land is part of the proposed district. When the mayor abstains from participating in the petition signature process, the total number of parcels within the district, for the purpose of calculating the signature thresholds, shall be reduced by the number of parcels owned by the borough within the proposed district. Should the petition receive meet the percentages thresholds, KPB will pay the full assessment per parcel.

Within this proposed district, there are zero benefited parcels which are currently owned by the Kenai Peninsula Borough.

SECTION 4. PUBLIC COMMENTS – EXCLUSION REQUESTS

(A) Public Comments: The assessing department has received one (1) written comment regarding the proposed project from a member of the public, Ms. Maia Danielson. This letter is included as public comment.

SECTION 5. PETITION REPORT AND EXHIBITS:

The following list of exhibits to the Petition Report support and are incorporated by reference as follows:

- 1) **Petition Information Sheet** describes the proposed improvement, including the total estimated project cost, and the estimated cost per parcel; provides a statement notifying the property owners to

Date: November 27, 2023

To: Kenai Peninsula Borough Mayor

RE: Admin Review of the Petition Report – Jubilee Street USAD

contact the applicable utility for any additional costs that may be required to utilize the improvement; provides notification that any costs to connect individual parcels to the main improvement are not included in the assessment; and contains notice of restrictions and requirements regarding the withdrawal of signatures on a petition; and important information about the petition process and payment options;

- 2) **Enstar’s commitment letter** to support the 2024 construction of the extension and a written estimate of the total cost of construction, dated August 29, 2023. If the assembly approves the resolution to form the district and proceed with the improvement on or before June 15, 2024, Enstar will construct the project in 2024; however, if the project is delayed and is constructed in 2025, the rate will increase to an undetermined 2025 construction rate;
- 3) **a map** of the proposed USAD district and boundaries;
- 4) **estimate assessment roll** contains a spreadsheet listing the total estimated cost of the improvement, the name of the record owner of each parcel, tax parcel number, legal description, assessed valuation, the estimate of the amount to be assessed to each parcel, whether there are other special assessment liens against any of the parcels in the proposed district, and a description of any parcels that violate the restrictions listed in KPB 5.35.0740(C) or (D); and
- 5) **memo from the Finance Director** stating the method of financing, interest rate to be paid, and setting forth the number and frequency of payments.

District Sponsor information:

Ms. Susan E. Wells	37305 Cetacea Lane, Kenai AK 99611	(907) 252-2903	SusieWells@Gmail.com
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SECTION 6. ADMINISTRATIVE REVIEW:

KPB chapter 5.35.105(C) stipulates the mayor will consider the petition report and make a final determination to approve the report or to require additional or amended information not less than 45 days and not more than 60 days from the date the assessing department mails notices to affected property owners under KPB 5.35.030(E), and that upon the mayor’s approval, at least one copy of the petition report shall be provided to the sponsor for distribution to pursue the signatures of owners of property within the approved boundaries.

Your review and approval of the proposed petition report is hereby requested so that the sponsor may proceed to pursue the signatures of owners of the property within the approved boundaries and continue the process to request assembly approval to form the district and proceed with the improvement.

Review period: not earlier than November 27, 2023, and no later than December 11, 2023

ACTION ITEMS:

Additional Information is Required: _____

Petition Report, as submitted, is hereby: APPROVED DENIED

X _____  _____  _____
Peter A. Micciche, Borough Mayor Date

PETITION SIGNATURE PAGE JUBILEE STREET - USAD

NOTICE TO PETITION SIGNERS:

1. Signed petition pages **must be returned to the SPONSOR(S)** do not return this page to the Assessing Dept.
2. Signatures must be in ink and dated.
3. See back of this page for important deadline for signatures and signature requirements.
4. **Your signature(s)** represents a **vote in FAVOR** of the project for the parcel listed below. You must sign and date your approval for each parcel you own which is included within the district. A signature on a petition may be withdrawn only by written notice from the signer submitted to the assessing department *prior* to the final filing of the petition signatures by the sponsor. A withdrawal is effective only if notice of the withdrawal is submitted before the completed petition is filed, per KPB 5.35.107(E). This does not preclude the property owner(s) from filing a written objection to the necessity of the formation of the district as provided in KPB 5.35.110(D).
5. This Petition consists of the following:
 - This **Petition Signature Page**; and
 - The **Petition Report**, and includes the following exhibits:
 - #1) **Petition Information Sheet** describes the proposed improvement, including the total estimated project cost, and the estimated cost per parcel; provides a statement notifying the property owners to contact the applicable utility for any additional costs that may be required to utilize the improvement; provides notification that any costs to connect individual parcels to the main improvement are not included in the assessment; and contains notice of restrictions and requirements regarding the withdrawal of signatures on a petition; and important information about the petition process and payment options;
 - #2) **Enstar's commitment letter** to support the 2024 construction of the extension and a written estimate of the total cost of construction, dated August 29, 2023. If the assembly approves the resolution to form the district and proceed with the improvement on or before June 15, 2024, Enstar will construct the project in 2024; however, if the project is delayed and is constructed in 2025, the rate will increase to an undetermined 2025 construction rate;
 - #3) **a map** of the proposed USAD district and boundaries;
 - #4) **estimate assessment roll** contains a spreadsheet listing the total estimated cost of the improvement, the name of the record owner of each parcel, tax parcel number, legal description, assessed valuation, the estimate of the amount to be assessed to each parcel, whether there are other special assessment liens against any of the parcels in the proposed district, and a description of any parcels that violate the restrictions listed in KPB 5.35.0740(C) or (D); and
 - #5) **memo from the Finance Director** stating the method of financing, interest rate to be paid, and setting forth the number and frequency of payments.

6. RETURN COMPLETED SIGNATURE PAGE TO USAD SPONSORS:

Ms. Susan E. Wells	37305 Cetacea Lane, Kenai AK 99611	(907) 252-2903	SusieWells@Gmail.com
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THE OWNER(S) OF RECORD, BY HIS/HER SIGNATURE ACKNOWLEDGES THAT HE/SHE HAS HAD THE OPPORTUNITY TO READ THE DOCUMENTS COMPRISING THE PETITION REPORT LISTED IN #5 ABOVE AND APPROVES THE PROPOSED THE UTILITY SPECIAL ASSESSMENT DISTRICT.

Owner(s) of Record

Parcel No.: _____
 Assessed Value: _____
 Legal: _____

Signature: _____ Date _____

Signature: _____ Date _____

IMPORTANT INFORMATION

Petition Signature Page

IN ORDER FOR THE SPONSOR TO MEET THE DEADLINE FOR SIGNATURE OF THE COMPLETED PETITION:
IT IS IMPORTANT TO COORDINATE THE TIMING OF THE DISTRIBUTION OF THE PETITIONS TO THE PROPERTY OWNERS, AND THE SIGNING & COLLECTION OF THE COMPLETED PETITIONS SIGNATURE PAGES.

KPB 5.35.107(B): Deadline for Signature. Completed petition signature pages must be filed with the assessing department within 45 days of the date the assessing department distributes the petitions to the sponsor. For district's over

IMPORTANT: Contact the USAD sponsors directly regarding the deadline for signatures:

Ms. Susan E. Wells	37305 Cetacea Lane, Kenai AK 99611	(907) 252-2903	SusieWells@Gmail.com
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KPB 5.35.107(C): Signature requirements. The petition must contain the signatures of **(a)** the owners of record of at least 60% of the total number of parcels subject to assessment within the proposed district; and **(b)** the owners of record of at least 60% in value of the property to be benefited, in order to be considered by the assembly for formation.

1. **Multiple owners:** When a parcel is owned by more than one person or entity, signatures for each record owner are required in order for the parcel to count towards the signature thresholds. All signatures shall be consistent with the requirements listed in KPB 5.35.107(C)(2) – (6), as applicable [if the joint owner is deceased a copy of the death certificate must be provided]. The following are those requirements:
2. **Signature by Proxy:** Signatures by proxy will not be accepted by the clerk.
3. **Power of Attorney:** The signature of a power of attorney will only be accepted by the borough if the signature is accompanied by a copy of the Power of Attorney document providing authority for such signatures.
4. **Business entities:**
 - a. **Corporations:** Where a parcel is owned by a corporation, the petition shall be signed by two individuals, one of whom is the chairman of the board, the president, or the vice president, and the other of whom is the secretary or treasurer, or by another person or persons who have been given authority via corporate resolution.
 - b. **Limited liability companies:** Where a parcel is owned by a LLC, the petition must be signed by a member if the LLC is member-managed, or by the manager, if a manager has been designated.
 - c. **Other business owners:** Where a parcel is owned by another type of business entity, only those persons who have signatory authority to bind the business entity under Alaska Statutes may sign the petition as owner.
5. **Trusts:** Where a parcel is owned by a trust, only the trustee may sign as the property owner. If there are co-trustees, a majority must sign the petition in order for the parcel to count towards the signature thresholds unless otherwise provided in the trust document. The signature of the trustee(s) shall be accepted by the clerk if it is accompanied by a copy of the trust document.
 - [A *Certificate of Trust* which complies with AS 13.36.079 may be submitted in lieu of the entire trust document. **WARNING:** owners should consult with an attorney to advise them if the *Certificate of Trust* complies with AS 13.36.079, or assist them in preparing a *Certificate of Trust*.]

KPB 5.35.107(E): Signature withdrawal. A signature on a petition may be withdrawn only by written notice from the signer submitted to the assessing department prior to the final filing of the petition signatures by the sponsor. A withdrawal is effective only if notice of the withdrawal is submitted before the filing of the completed petition.

PETITION REPORT JUBILEE STREET UTILITY SPECIAL ASSESSMENT DISTRICT (USAD)

In accordance with KPB Code Chapter 5.35, a petition application has been submitted for formation of a utility special assessment district (USAD) in the community of Kasilof. Known as the Jubilee Street USAD (hereinafter "USAD"), the proposed main line includes Jubilee Street and Pope Lane. The project would benefit 10 parcels.

The project proposes to install a natural gas line of approximately 1,290 lineal feet of 2-inch pipe. The total project cost for a 2024 construction is estimated at **\$42,562**, which includes Enstar's 2024 standard construction cost of \$35,862 (based on \$27.80 per lineal foot), and \$0.00 for Enstar's Non-Standard costs, plus the Kenai Peninsula Borough administrative cost of \$6,700. The allocated cost per-parcel is estimated to be **\$4,256.20** for each of the 10 benefited parcels. If the project is approved by the assembly by June 15, 2024, Enstar will attempt to construct the project in 2024. If the project is delayed beyond that date, another engineering estimate will be required with updated construction costs for the proposed year of construction.

This Petition Report is supported by the attached exhibits:

- 1) **Petition Information Sheet** describes the proposed improvement, including the total estimated project cost, and the estimated cost per parcel; provides a statement notifying the property owners to contact the applicable utility for any additional costs that may be required to utilize the improvement; provides notification that any costs to connect individual parcels to the main improvement are not included in the assessment; and contains notice of restrictions and requirements regarding the withdrawal of signatures on a petition; and important information about the petition process and payment options;
- 2) **Enstar's commitment letter** to support the 2024 construction of the extension and a written estimate of the total cost of construction, dated August 29, 2023. If the assembly approves the resolution to form the district and proceed with the improvement on or before June 15, 2024, Enstar will construct the project in 2024; however, if the project is delayed and is constructed in 2025, the rate will increase to an undetermined 2025 construction rate;
- 3) **a map** of the proposed USAD district and boundaries;
- 4) **estimate assessment roll** contains a spreadsheet listing the total estimated cost of the improvement, the name of the record owner of each parcel, tax parcel number, legal description, assessed valuation, the estimate of the amount to be assessed to each parcel, whether there are other special assessment liens against any of the parcels in the proposed district, and a description of any parcels that violate the restrictions listed in KPB 5.35.0740(C) or (D); and
- 5) **memo from the Finance Director** stating the method of financing, interest rate to be paid, and setting forth the number and frequency of payments.

The USAD sponsor(s) are:

Ms. Susan E. Wells	37305 Cetacea Lane, Kenai AK 99611	(907) 252-2903	SusieWells@Gmail.com
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For additional information, contact:

Marie Payfer, KPB Special Assessment Coordinator

(907) 714-2250 or Email: mpayfer@kpb.us

PETITION INFORMATION SHEET JUBILEE STREET UTILITY SPECIAL ASSESSMENT DISTRICT (USAD)

In accordance with KPB Code Chapter 5.35, a petition application has been submitted for formation of a utility special assessment district (USAD) in the community of Kasilof. Known as the Jubilee Street USAD (hereinafter "USAD"), the proposed main line includes Jubilee Street and Pope Lane. The project would benefit 10 parcels.

The project proposes to install a natural gas line of approximately 1,290 lineal feet of 2-inch pipe. The total project cost for a 2024 construction is estimated at **\$42,562**, which includes Enstar's 2024 standard construction cost of \$35,862 (based on \$27.80 per lineal foot), and \$0.00 for Enstar's Non-Standard costs, plus the Kenai Peninsula Borough administrative cost of \$6,700. The allocated cost per-parcel is estimated to be **\$4,256.20** for each of the 10 benefited parcels. If the project is approved by the assembly by June 15, 2024, Enstar will attempt to construct the project in 2024. If the project is delayed beyond that date, another engineering estimate will be required with updated construction costs for the proposed year of construction.

Regarding each benefited parcel within this district, PR Exhibit #4 (the *Estimate Assessment Roll*) contains the tax parcel number, name of record owner, legal description, assessed value, estimated amount of special assessment, the existence of other special assessment liens (if any), and any violations of KPB 5.35.070.

The sponsor of this petition is:

Ms. Susan E. Wells	37305 Cetacea Lane, Kenai AK 99611	(909) 252-2903	SusieWells@Gmail.com
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What costs are covered: This estimated assessment will only cover the cost to install the extension of the utility's main line of services. Property owners will need to contact the utility company for any additional costs associated with the service connection from the utility's main line to their private structures or facilities on the benefited parcels. Private hookups, service connections, and/or conversion costs are NOT included in the assessment.

Enstar Natural Gas Company, 36225 Kenai Spur Hwy, Soldotna, AK 99669
Phone (907) 262-9334, or Online at www.EnstarNaturalGas.com.

Assessment lien: If the project is approved and constructed, and once the actual cost of the public improvement has been ascertained, the assembly will assess the parcels of property directly benefited by the improvement on a per-parcel basis by equal allocation of the total cost. This cost will be assessed in the form of a lien on the benefited parcel. In no case may a property be assessed (lien) an amount in excess of 50% of the current fair market value (assessed value) of the property. Within this proposed district there are zero parcels that exceeds the 50% assessment-to-value limitation, and, therefore, a prepayment of the assessments will not be required (a partial payment of the *allocated cost*).

Payment options: The cost assessed can be paid in full, or in 10 annual installments with interest to accrue on the unpaid amount of the assessment. The assessment may be paid at any time prior to the 10-year period without penalty. Interest will be added to any assessments not paid within 30 days of the Notice of Assessment. The interest rate charged is the *prime rate* plus 2% as of the date the ordinance confirming the assessment roll is enacted by the assembly. The penalty for delinquent installment and assessment payments is the same as the penalty for delinquent real property taxes in effect on the date of the delinquency. The lien will remain on the parcel until the debt has been paid in full.

Deferral of payment of principle: Property owners who meet the income and residency requirements established by KPB 5.35.155, may be eligible for a deferral of payment of principal. Deferral is for the *principle* balance only; accrued

interest must be paid by the due date each year. Deferment will only apply to benefited property *owned and occupied as the primary residence and permanent place of abode* of the qualifying applicant. Per KPB 5.35.155(F), *"the deferred assessment, including all unpaid accrued interest, becomes due and payable in full when the property ceases to be owned or occupied by the resident who qualified for the deferral. Any remaining balance due shall be paid on the same schedule as would have been in place if no deferral had applied."* Interested property owners should contact the KPB Finance Department for complete details, including income qualifiers, restrictions, and requirements, and to obtain an annual application.

Legal description of parcels: Pursuant to KPB 5.35.070(B), the legal description of the parcels subject to the special assessment within this proposed district was established on **November 27, 2023**, the date of the mayor's approval of the petition report. Any action to replat parcels within the proposed district must have been completed and recorded before the date the mayor approved the petition report. No further subdivision, reversion of acreage, or lot line adjustment will be recognized for USAD assessment purposes.

Currently, no parcels within the boundary of this proposed district are in the process of subdividing.

Excluded Parcels: Pursuant to KPB 5.35.105(B), the mayor shall exclude from the proposed district any real property, or any interest in real property, that is not directly benefited by the improvement. If a property owner claims the *physical characteristics* of his or her property make it (1) legally impermissible, (2) physically impossible, or (3) financially infeasible to develop or improve it in a manner that would enable the property to benefit from the proposed improvement, the property owner has the burden of demonstrating that the property cannot be developed or improved. One of the factors which may allow a parcel to be excluded from the district may be financial infeasibility, as the cost to develop or improve the property in a manner which would enable the property to benefit from the proposed improvement.

Per KPB 5.35.107(C)(7), when a parcel is excluded from the district by the mayor under KPB 5.35.105(B) or by law, the total number of parcels within the district, for the purpose of calculating the signature thresholds, shall be reduced by the number of excluded parcels within the proposed district. Additionally, per KPB 5.35.110(E)(4), parcels within the boundaries which are excluded from the district, will not receive the benefit of the improvement and will not be subject to the assessment. When a parcel has been excluded from the district, the estimated assessment roll spreadsheet will reflect the mayor's decision.

No requests for exclusion were timely received by this district's recorded owners; therefore, no parcels within this district will be excluded from the assessment.

Petition requirements: This petition proposes to assess all the benefited parcels. In order to qualify, the petition must have the signatures of: **(a)** owners of record of at least 60% of the total number of parcels subject to assessment within the proposed USAD; *and*, **(b)** the owners of at least 60% in value of the property to be benefited. Approval of the project is signified by property owners in the district properly signing and dating the petition signature page. Failure to secure enough signatures to meet these thresholds will cause the petition to fail.

Petition signature requirements: An owner's signature represents a **vote in favor** of the project. All signatures must be in ink and dated. The completed Petition Signature Page must be returned to the USAD sponsor timely. For parcels with joint ownership *each owner of record must sign and date the petition*. If the joint owner is deceased a copy of the death certificate must be provided. For all signature requirements established by KPB 5.35.107(C), see page 2 of the Petition Signature Page. Please note, for properties owned by business entities (e.g., *corporations, limited liability corporations, etc.*), and properties held by *trusts*, additional signature authorization documentation will be required which must be included with the signed Petition Signature Page in order to be considered for signature percentages thresholds.

Kenai Peninsula Borough owned property: Pursuant to KPB 5.35.107(C)(6), the mayor shall be the designee for signing any petition when borough land is part of the proposed district. When the mayor abstains from participating in the

petition signature process, the total number of parcels within the district, for the purpose of calculating the signature thresholds, shall be reduced by the number of parcels owned by the borough within the proposed district. Within this proposed district, there are zero properties which are currently owned by the Kenai Peninsula Borough

Signature withdrawal: A signature on a petition may be withdrawn only by written notice from the signer submitted to the assessing department *prior* to the final filing of the completed petition signature pages by the sponsor. A *withdrawal is effective only if notice of the withdrawal is submitted to the assessing department before the completed petition is filed.* This restriction does not preclude the property owner(s) from filing an objection to the necessity of formation of the district as provided in KPB 5.35.110(D).

A **Petition Signature Page** will be provided to the benefited property owners with the final petition. An owner's signature represents a **vote in favor** of the project. Only the Petition Signature Page will need to be returned to the district sponsor (including any required signature authorization documentation, see Page 2 of Petition Signature Page). The district sponsor will be responsible for collecting the signed petitions signature pages and for submitting the completed petition to the Borough (the Borough will accept an original or an electronic copy of the signed petition signature pages (scanned or copied)).

Deadline for signatures:

Property owners must contact the **USAD Sponsor** directly regarding the deadline to return the signed petition signature pages for final collection, including any required signature authorization documentation.

Pursuant to KPB 5.35.107(B), the sponsor will be responsible to file the completed petition signature pages to the assessing department within 45 days of the date on which the assessing department provided the petition to the sponsor for distributes to property owners. The 45-day period begins as of date the sponsor receives the final petition from Assessing.

Certification of petition: Once the sponsor files the completed petition signature pages with the assessing department, the borough clerk shall determine whether the petition contains sufficient signatures as required. If the petition meets code requirements for percentage thresholds, the borough clerk shall certify the petition and submit the petition to the mayor for preparation of a resolution to form the district and proceed with the improvement.

Submit signed petition signature pages directly to the USAD sponsors:

Ms. Susan E. Wells	37305 Cetacea Lane, Kenai AK 99611	(907) 252-2903	SusieWells@Gmail.com
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For additional information, contact:

Marie Payfer, *KPB Special Assessment Coordinator*

Dir. Line: 907-714-2250

Email: mpayfer@kpb.us

Terms & Definitions:

Special Assessments: Authorized under AS 29.46, a funding method used to finance capital improvements that benefit specific (limited) property within a certain designated area (*special assessment districts*). Capital improvements may include roads improvements or the extension of the lines of service of those public utilities regulated by the Regulatory Commission of Alaska. Special assessments spread the cost of the improvement among all the properties that directly benefit from the improvement, with the idea is that it is easier for property owners to afford the benefits if they share the cost as a group rather than paying individually. Special assessments are a way for property owners and the municipality to work together to finance capital improvements that directly benefit the property owners.

Per KPB 5.35.19:

Benefit: an advantage gained from the improvement greater than that shared by the general public. Benefit may include, for example, increased property value and marketability, a special adaptability of the land, or a relief from some burden (e.g., lower energy costs).

Deferral of Payment: payment is postponed or suspended until a certain time or event, but is not forgiven.

Directly benefited: the property may hook up a private service line to the main service line without any further extension of the main line, based upon the utility's guideline.

District: an area composed of individual parcels of land that are connected to the public improvement for which the special assessment is to be levied.

Petition: the formal written request signed by record owners within the proposed boundaries to form the utility special assessment district. There are three stages of the petition:

Petition Report: the document created by the assessing department, for the mayor's review, which contains all pertinent information regarding the proposed district and special assessment project.

Final Petition: contains the petition report and all exhibits approved by the mayor, and a petition signature page with instructions. It is the final petition which is distributed by the sponsor to all owners of property within the proposed district.

Completed Petition: refers to all signed and dated petition signature pages collected by the sponsor, including any required signature authorization documentation. The sponsor is required to submit the completed petition to the assessing department prior to the end of the 45-day signature collection period, for review and certification.



3000 Spenard Road
PO Box 190288
Anchorage, AK 99519-0288
www.enstarnaturalgas.com

August 29, 2023

Marie Payfer, Special Assessment Coordinator
Kenai Peninsula Borough
148 N. Binkley
Soldotna, AK 99669

RECEIVED
AUG 29 2023

RE: Jubilee St USAD

Dear Ms. Payfer,

The Jubilee St USAD engineering revision has been complete. The project would install 1,290 feet of gas main. ENSTAR's 2024 construction rate for 2-inch pipe is \$27.80 per foot at a total standard cost of \$35,862. The total estimated ENSTAR cost for this project in 2024 is \$35,862.

This is a non-refundable project in which a Contribution in Aid of Construction (CIAC) agreement will be used. The cost of service lines to individual lots are not included in this estimate. Service lines are to be paid by individual property owner, as they desire service.

In the event the Jubilee St USAD is approved by the Kenai Peninsula on or before June 15th, 2024, ENSTAR will construct the project in 2024. If the project is approved after this date, ENSTAR cannot guarantee construction in 2024. If construction gets delayed to 2025, the rate for ENSTAR's gas main will change to the 2025 construction rate.

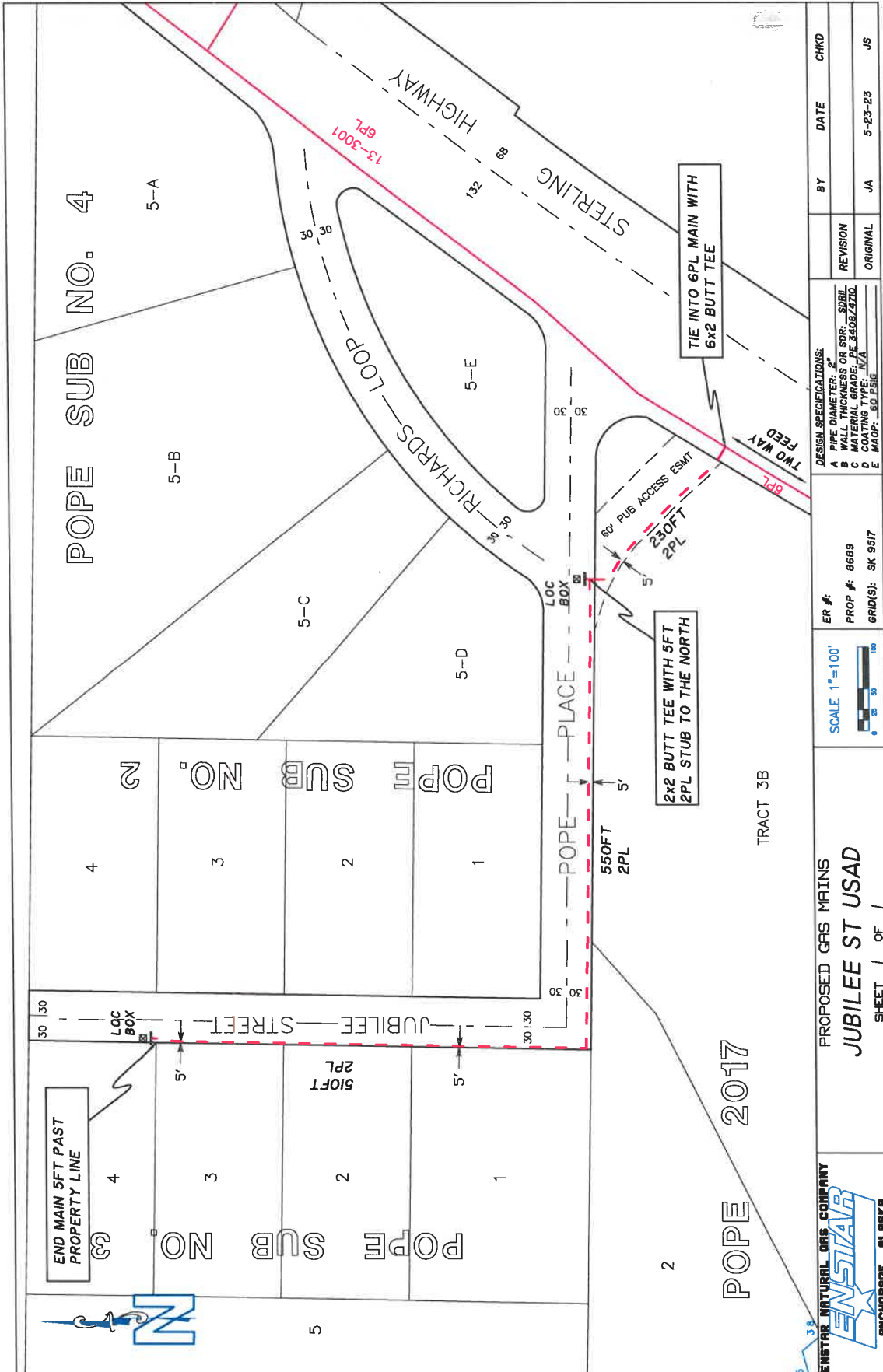
Best Regards,

David Bell
Director of Business Development

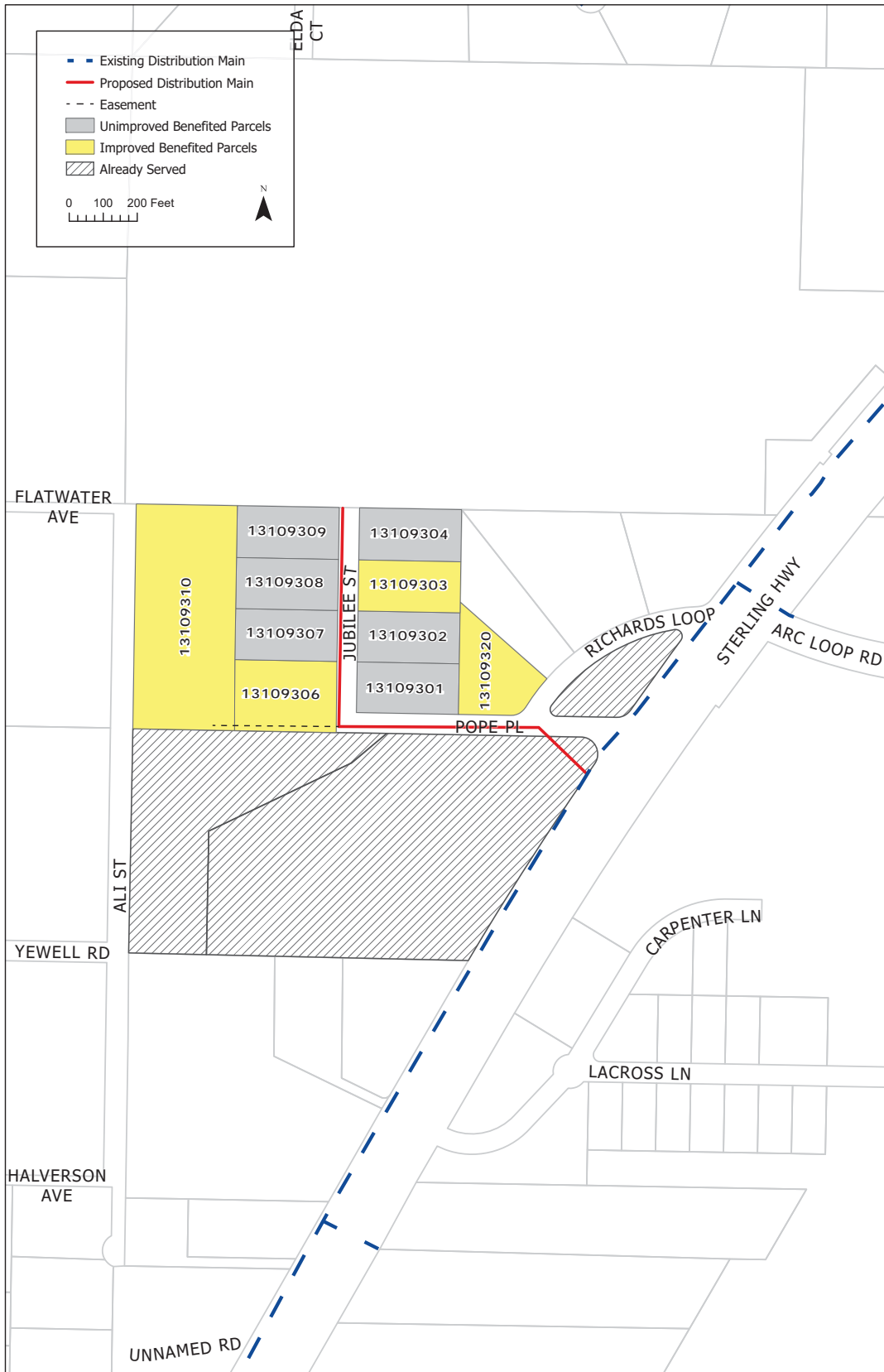
Anchorage: 907-277-5551 • Kenai Peninsula Office: 907-262-9334 • Mat-Su Office: 907-376-7979

All Our Energy Goes Into Our Customers

RECEIVED
AUG 29 2023



ENSTAR NATURAL GAS COMPANY ENSTAR ANCHORAGE, ALASKA	PROPOSED GAS MAINS JUBILEE ST USAD		SCALE 1"=100' 	ER #: PROP # 8689 GRID(S): SK 9817	DESIGN SPECIFICATIONS: A PIPE DIAMETER: 6" B WALL THICKNESS OR SDR: SDR11 C MATERIAL GRADE: PE 3408/2510 D COATING TYPE: N/A E MAOP: 60 PSIG	REVISION ORIGINAL	BY JA	DATE 5-23-23	CHKD JS
	SHEET 1 OF 1								



JUBILEE ST USAD

April 25, 2023

JUBILEE STREET USAD - ESTIMATED ASSESSMENT ROLL
Resolution to Form the District and Proceed with the Improvement

USAD Filing Fee per 5.35.090(D): \$1,000 KPB 5.35.090(D)
 Paid: August 30, 2023

Enstar Construction Cost:	35,862.00
Enstar Non-Standard Cost:	0.00
Enstar Estimated Cost:	35,862.00
KPB Administration Cost:	6,700.00
Total Estimated Project Cost:	42,562.00

Total Assessed Value (AV):	2023 Value
Total Project Cost:	42,562.00
(Less) Total Prepayments of Assessments:	0.00
Total Assessments:	42,562.00

% Parcels Delinquent for Real Property Taxes (<10%): 0.00% KPB 5.35.070(D), <10%
Total # of parcels for petition % thresholds: 10
Total # of parcels voted IN FAVOR of project: 6 KPB 5.35.107(C)(6)
% of total parcels IN FAVOR of project: 60.00% KPB 5.35.107(C)(a), 60%
% of district's assessed value IN FAVOR of project: 70.12% KPB 5.35.107(C)(b), 60%

Total # of Parcels for Assessments: 10
Cost Per Parcel: 4,256.20

PARCEL ID	LEGAL	2023 ASSESSED VALUE	LIEN LIMIT <50% AV <small>5.35.090(C)</small>	MAXIMUM ASSESSMENT	PREPAYMENT REQUIRED <small>5.35.090(B)(4)(c)</small>	OWNER	ADDRESS	CITY, ST ZIP	SPC ASSMT	2023 DEL TAX	IN FAVOR 'YES'	IN FAVOR AV
131-093-01	T 4N R 11W SEC 23 SEWARD MERIDIAN KN 0840153 POPE SUB NO 2 LOT 1	13,000	32.74%	4,256.20	0.00	DANIELSON MAIA	5329 SHORELINE DRIVE	KETCHIKAN, AK 99901	NO	NO	YES	13,000
131-093-02	T 4N R 11W SEC 23 SEWARD MERIDIAN KN 0840153 POPE SUB NO 2 LOT 2	13,000	32.74%	4,256.20	0.00	KRUSE HAILEY & AUSTIN	PO BOX 573	CLAM GULCH, AK 99568	NO	NO	YES	13,000
131-093-03	T 4N R 11W SEC 23 SEWARD MERIDIAN KN 0840153 POPE SUB NO 2 LOT 3	237,500	1.79%	4,256.20	0.00	WELLS SUSAN E	37305 CETACEA LN	KENAI, AK 99611	NO	NO	YES	237,500
131-093-04	T 4N R 11W SEC 23 SEWARD MERIDIAN KN 0840154 POPE SUB NO 2 LOT 4	8,700	48.92%	4,256.20	0.00	CARPENTER MICHAEL WILLIAM	37305 CETACEA LN	KENAI, AK 99611	NO	NO	YES	8,700
131-093-06	T 4N R 11W SEC 23 SEWARD MERIDIAN KN 0840154 POPE SUB NO 3 LOT 1	332,900	1.28%	4,256.20	0.00	JOHNSON CRAIG L & CLAUDIA	30395 JUBILEE ST	SOLDOTNA, AK 99669	NO	NO	YES	332,900
131-093-07	T 4N R 11W SEC 23 SEWARD MERIDIAN KN 0840154 POPE SUB NO 3 LOT 2	13,000	32.74%	4,256.20	0.00	LETZBRING KELLY RENE	PO BOX 1126	KASLOF, AK 99610	NO	NO	NO	0
131-093-08	T 4N R 11W SEC 23 SEWARD MERIDIAN KN 0840154 POPE SUB NO 3 LOT 3	13,000	32.74%	4,256.20	0.00	LETZBRING KELLY RENE	PO BOX 1126	KASLOF, AK 99610	NO	NO	NO	0
131-093-09	T 4N R 11W SEC 23 SEWARD MERIDIAN KN 0840154 POPE SUB NO 3 LOT 4	8,700	48.92%	4,256.20	0.00	LETZBRING KELLY RENE	PO BOX 1126	KASLOF, AK 99610	NO	NO	NO	0
131-093-10	T 4N R 11W SEC 23 SEWARD MERIDIAN KN 0840154 POPE SUB NO 3 LOT 5	232,700	1.83%	4,256.20	0.00	SWABY CLYDE T	44465 GENE AVE	KENAI, AK 99611	NO	NO	NO	0
131-093-20	T 4N R 11W SEC 23 SEWARD MERIDIAN KN 0850213 POPE SUB NO 4 LOT 5D	22,400	19.00%	4,256.20	0.00	KYNCY CELESTE	14034 PHILLIPS RD	OAK RUN, CA 96069	NO	NO	YES	22,400
10		894,900		42,562.00	0.00					0	6	627,500
# Parcels											# in favor	\$ AV in favor

as of 2/27/2024

Kenai Peninsula Borough
Finance Department

MEMORANDUM

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

THRU: Peter A. Micciche, Kenai Peninsula Borough Mayor *AM*
Brandi Harbaugh, Finance Director *BH*

FROM: Nolan Scarlett, Property Tax & Collections Manager *NS*

DATE: 9/1/2023

RE: Jubilee Street Utility Special Assessment District (USAD) Financing

The borough plans to provide the funds necessary to finance the Jubilee Street USAD from internal sources. KPB 5.10.040 allows the investment of borough monies in special assessment districts that are authorized under KPB 14.31. The total of such investments is limited to not more than \$5,000,000 at the end of any fiscal year. As of September 1, 2023, the borough has \$394,140 invested in special assessment districts; South Bend Bluff Estates RIAD and Whale-of-a-Tail Ave USAD are pending billing for \$634,082; Oxford Ave USAD has been previously approved for \$48,057. If the Jubilee Street USAD is approved, the projected \$42,562 will increase the total special assessment district investment to approximately \$1,118,841.

The owners of property located within the USAD will be required to make principal and interest payments each year for a ten-year period to retire the indebtedness to the borough. The rate of interest will be equal to the prime rate (currently 8.50%) plus 2.00% or 10.50%. Property owners can avoid or reduce the interest charge by making accelerated payments on the principal. Penalties will not be imposed for accelerated payments. The assessment constitutes a lien on each parcel within the district.

Kenai Peninsula Borough
 Currently Proposed USAD/RIAD Projects
 9/1/2023

	Appropriated Proposal		Outstanding Proposals
Max Allowed	\$ 5,000,000		\$ 5,000,000
Current Balance (100.10706) as of:			
9/1/2023	394,140		394,140
Previously Approved Projects:			
South Bend Bluff Estates RIAD	385,082		385,082
Whale-of-a-Tail Ave USAD	249,000		249,000
Oxford Avenue USAD			48,057
Projects Awaiting Approval:			
Jubilee Street USAD			42,562
Total	\$ 1,028,222		\$ 1,118,841

Public Comment & Exclusion Request

JUBILEE STREET USAD

*Administrative Review
of the
Petition Report*

From: [Assessing.](#)
To: [Payfer, Marie](#)
Subject: FW: <EXTERNAL-SENDER>Pope Rd utility special assessment
Date: Wednesday, November 1, 2023 9:00:24 AM

From: maiad123 [REDACTED]
Sent: Wednesday, November 1, 2023 8:36 AM
To: Assessing, <Assessing@kpb.us>
Subject: <EXTERNAL-SENDER>Pope Rd utility special assessment

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.

Just voicing my agreement with the planned extension of the LNG line. I'm hoping to build this summer so that would be wonderful.

Regards,
Maia Danielson

Sent from my Galaxy

Maia Danielson
PIN 131-093-01
Legal: T 4N R 11W SEC 23 SEWARD MERIDIAN KN 0840153 POPE SUB NO 2 LOT 1



Office of the Borough Clerk

144 North Binkley Street, Soldotna, Alaska 99669 • (907) 714-2160 • (907) 714-2388 Fax

Michele Turner, CMC
Borough Clerk

CERTIFICATION OF PETITION

Jubilee Street Utility Special Assessment District

A petition for formation of the Jubilee Street Utility Special Assessment District was received in the Office of the Borough Clerk on Tuesday, January 9, 2024.

SIGNATURE REQUIREMENT: Signatures of owners of record of at least 60% of the total number of parcels subject to the assessment are required as well as at least 60% in assessed value of the properties benefited.

SUFFICIENT SIGNATURES PROVIDED: The petition included signatures of the owners of record of 6 parcels (60.0%) and were all validated. The 6 parcels represent 70.12% of the assessed value of the properties benefited.

NON-REFUNDABLE FILING FEE: \$1,000 received on August 30, 2023

I, Michele Turner, Clerk of the Kenai Peninsula Borough hereby certify the referenced petition is sufficient per the requirements set forth in KPB 5.35.107.

Dated this 11th day of January, 2024.

Michele Turner, CMC
Borough Clerk



Copies Provided to:

- Petition Sponsor: Susan Wells
- Marie Payfer, KPB Special Assessment Coordinator
- KPB Assembly President Johnson and Assembly Members
- KPB Mayor Peter A. Micciche

Introduced by: Mayor
Date: 03/19/24
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2024-010**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
MEMORANDUM OF AGREEMENT WITH CHUGACH ELECTRIC ASSOCIATION
TO PROVIDE FOR EFFICIENT DANGER TREE REMOVAL ADJACENT TO
ABOVE-GROUND UTILITY INFRASTRUCTURE WITHIN KPB LANDS
AND KPB ROAD RIGHTS-OF-WAY**

- WHEREAS,** the Kenai Peninsula Borough (“KPB”) and Chugach Electric Association (“CEA”) have identified common goals in the KPB Community Wildfire Protection Plan; and
- WHEREAS,** “danger tree” is a term used to describe a tree that due to its size, condition and location poses a risk of falling into above-ground utility infrastructure; and
- WHEREAS,** proactively mitigating damage from danger trees to above-ground utility infrastructure is an important step for reliable energy distribution to KPB residents; and
- WHEREAS,** KPB owns and manages land and KPB rights-of-way adjacent to many miles of CEA above-ground utility infrastructure and associated utility rights-of-way; and
- WHEREAS,** KPB has proposed through a US Forest Service Community Wildfire Defense Grant, to assist power utilities with obtaining long-standing permissions from large landowners, for which this Memorandum of Agreement (“MOA”) can serve as an example; and
- WHEREAS,** CEA has effective operational methods to handle dangerous trees and to reduce fire risks along its above-ground utility infrastructure, which are suitable for general application on KPB lands and rights-of-way in both rural and developed settings, and which operational methods form many of the standards set forth in this MOA; and
- WHEREAS,** the KPB Road Service Area Board at its regularly scheduled meeting of March 12, 2024, recommended_____;

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

SECTION 1. That the Mayor is authorized to enter into an MOA with CEA for Danger Tree Removal on KPB-Owned or Managed Land and within KPB Road Rights-of-Way similar to the draft accompanying this resolution.

SECTION 2. That the activities covered by the MOA are of a maintenance nature. The danger trees are deemed to be of no commercial value for the purposes of the KPB code provisions applicable to disposal of commercial quantities of materials and forest resources.

SECTION 3. That the removal of danger trees for these purposes along rights-of-way is deemed to be a general vegetation maintenance activity in the management of land and rights-of-way, and are not considered to be governed by more specific forestry provisions of KPB Chapter 17.

SECTION 4. That the resolution is effective immediately.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 19TH DAY OF MARCH 2024.

Brent Johnson, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Planning Department – Land Management Division

MEMORANDUM

TO: Brent Johnson, Assembly President
Members. KPB Assembly

THRU: Peter A. Micciche, Mayor *PAM*
Scott Griebel, Road Service Area Director *SG*
Robert Ruffner, Planning Director *RR*

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

DATE: February 7, 2024

RE: Resolution 2024- 010 , Authorizing the Mayor to Enter into a Memorandum of Agreement with Chugach Electric Association to Provide for Efficient Danger Tree Removal Adjacent to Above-Ground Utility Infrastructure within KPB Lands and KPB Rights-of-Way (Mayor)

The Kenai Peninsula Borough (“KPB”) and Chugach Electric Association (“CEA”) share the common goals of keeping communities safe and resilient to power disruption and reducing wildfire risks as identified in the KPB Community Wildfire Protection Plan. The current spruce bark beetle situation impacting many KPB communities highlights the need to be proactive and to work together to optimize our capabilities in responding to the changing forest conditions.

Recognizing the importance of operationalizing this relationship, the memorandum of agreement (“MOA”) acts as a framework for ongoing collaboration. The Resolution authorizes the Mayor to enter into an MOA with CEA. The MOA itself provides CEA standing permission during utility infrastructure maintenance to enter KPB land or KPB road rights-of-way to address trees that are dangerous to above-ground utility infrastructure. The MOA sets forth standards for operation which ensure the protection of other KPB interests. Additionally, as proposed through a US Forest Service Community Wildfire Defense grant, the MOA can serve as an example for future similar agreements between other power utilities and the KPB or other large landowners.

The activities covered by the MOA are of a maintenance nature. The danger trees are deemed to be of no commercial value for the purposes of the KPB code provisions applicable to disposal of commercial quantities of materials and forest resources.

Your review and consideration of the Resolution is appreciated.

MEMORANDUM OF AGREEMENT

Between the Kenai Peninsula Borough (“KPB”) and Chugach Electric Association (“CEA”)
For Danger Tree Removal on KPB Owned or Managed Land and KPB Road Rights-of-Way
 (“ROW”)

WHEREAS, KPB owns and/or manages certain lands and public road ROWs within the KPB municipal boundary; and

WHEREAS, CEA operates a system of electrical conductors (infrastructure) and associated utility ROWs within the KPB municipal boundary; and

WHEREAS, certain trees situated on KPB land and KPB road ROWs, which are outside of utility ROWs, pose an elevated risk of contact with electrical conductors and accordingly are classified as danger trees; and

WHEREAS, CEA endeavors to maintain its infrastructure corridors to be free of threat from encroaching vegetation and danger trees located outside of CEA’s utility ROWs; and

WHEREAS, presently CEA may only clear encroaching vegetation and danger trees outside CEA’s utility ROWs if and when permission is obtained from the property owner; and

WHEREAS, benefits associated with removal of danger trees include resilience of power infrastructure, wildfire fuel mitigation, and corridor safety; and

WHEREAS, KPB finds that it is in the public’s best interest to provide reasonable allowance for CEA to enter KPB land and KPB road ROWs adjacent to CEA infrastructure corridors for the purpose of acting to address danger trees located on KPB land and KPB road ROWs; and

WHEREAS, this memorandum of agreement (“Agreement”) is intended to provide a framework, including standing permission and terms thereof, for CEA to conduct danger tree actions on KPB land and KPB road ROWs, outside of the limits of utility ROWs; and

WHEREAS, this Agreement does not modify, amend, or alter in any way CEA’s rights and responsibilities under its existing utility ROWs; and

NOW THEREFORE, the Kenai Peninsula Borough, whose address is 144 N Binkley Street, Soldotna AK 99669 and Chugach Electric Association, 5601 Electron Drive, Anchorage, AK 99519, hereby agree as follows:

- 1) That KPB will provide CEA with map data, in mutually agreed formats, showing the current location of KPB Land and KPB road ROWs subject to this Agreement in the area of CEA infrastructure, with data requests made to the KPB Planning Department and data delivery within 30 days of such requests.
- 2) That CEA will provide KPB with map data, in mutually agreed formats, showing the location of CEA infrastructure subject to this agreement, with data requests made to _____ and data delivery within 30-days of such requests.

- 3) That KPB grants permission to CEA, its employees, agents, and contractors, to enter KPB Land and KPB road ROWs for the purpose of addressing danger trees in accordance with the terms and condition set forth herein.
- 4) That for the purposes of this Agreement, “danger tree” means a tree that, due to its position and structural characteristics, poses an elevated risk of contacting CEA infrastructure. Common structural characteristics of danger trees include those of height and proximity to be within striking distance of the infrastructure or corridor and that the tree has structural deficiency such as mortality, decay, lean, branching, breakage, insufficient roothold, or wind exposure. Healthy live trees that do not pose an elevated risk to infrastructure are not considered danger trees. Addressing danger trees includes allowance for reasonable access and minimized damage to nearby healthy live trees incidental to danger tree operations.
- 5) That for scheduled projects, CEA will notify KPB of danger tree plans including the project locations and general timeframes.
- 6) That for emergency danger tree responses, such as wind storm events, no prior notification to KPB is required.
- 7) That Chugach will provide KPB with 24 hours advance notice prior to entering that subset of KPB lands that contain public facility sites such as schools, solid waste sites, emergency services facilities, and active third-party interests such as leases in order to determine particular access and material handling specifications appropriate to the particular site. CEA will make reasonable efforts to avoid conflict with facility operations. This subset of lands and corresponding list of current contacts will be supplied by the KPB Planning Department.
- 8) That all activities within 50’ of an anadromous stream identified in KPB 21.18 require a permit from the River Center; nothing in this Agreement alters this requirement.
- 9) That the general specifications for addressing danger trees will be as follows:
 - a. Stump height must be less than 12” as measured from the high ground side of the stump
 - b. Trees must be limbed with slash scattered to attain ground contact, with slash height not exceeding 18” above ground or snow surface.
 - c. Tree boles must be bucked into manageable lengths, typically 8 feet or less.
 - d. All materials landing along roads must be moved at least 10’ off road edge and outside of the roadway ditch line.
 - e. All materials landing on improved or manicured features facility sites must be moved to a wooded area on the property, adjacent road ROW, or as otherwise agreeable to the site operator.

- f. All materials landing along driveways must be moved at least 10' away from the driveway.
- g. Materials may be removed by the contractor, left for the use of the site operator, left for access by members of the public to remove, or left on site for soil health.

STANDARD TERMS & CONDITIONS

10) Defense, Hold Harmless and Indemnification. CEA will defend, indemnify and hold KPB, along with KPB's elected and appointed officers, agents and employees, harmless for any and all claims or actions for damages sustained by any person or property arising from or relating to CEA's Activities under this Agreement; excepting, however, claims or actions for which the sole proximate cause of the injury or damage is KPB's negligence or willful misconduct. This Section extends to any work or activities performed by a contractor or subcontractor of CEA and CEA must require such contractors or subcontractors to indemnify the Borough in a writing signed by the indemnifying party.

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

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

Workers' Compensation. CEA must provide and maintain workers' compensation insurance in accordance with the laws of the State of Alaska for all of its employees engaged in work under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than the minimum amounts required by law. Subrogation will be waived.

Commercial Auto Liability. CEA must provide and maintain commercial auto liability insurance. The commercial auto liability policy must include a combined single limit of not less than one million dollars (\$1,000,000.00). Coverage must include non-owned and hired car coverage. This policy must name the KPB as additional insured with a waiver of subrogation.

Pollution Liability. CEA must maintain Pollution Liability Insurance covering pollution legal liability. Coverage must be maintained in an amount of at least two hundred fifty

thousand dollars (\$250,000.00) per loss. This policy must name the KPB as additional insured with a waiver of subrogation.

12) That the following are the primary representative contacts for the administration of this Agreement:

KPB
Marcus Mueller
Land Management Officer
mmueller@kpb.us
907-714-2205

CEA
Karen Keesecker
Land Services Manager
karen_keesecker@chugachelectric.com
907-762-4726

13) That this Agreement may be amended by mutual written agreement.

14) That this Agreement benefits solely the parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement

Authorized Officials

Peter A. Micciche, KPB Mayor

Manager, Land Services, CEA

Date

Date

Introduced by: Mayor
Date: 03/19/24
Hearing: 04/02/24
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2023-19-39**

**AN ORDINANCE DEOBLIGATING BOND PROCEEDS IN THE CENTRAL KENAI
PENINSULA HOSPITAL SERVICE AREA CAPITAL PROJECT FUND AND
TRANSFERRING THE REMAINING BOND PROCEEDS TO FUND THE ANNUAL
DEBT SERVICE FOR CENTRAL KENAI PENINSULA HOSPITAL
SERVICE AREA REVENUE BONDS**

WHEREAS, the Kenai Peninsula Borough Assembly authorized issuance of not to exceed \$43,000,000 of Central Kenai Peninsula Hospital Service Area Revenue Bonds on October 22, 2013; and

WHEREAS, Resolutions 2013-072 and 2014-008 authorized the issuance of bonds not to exceed \$43,000,000 through the Alaska Municipal Bond Bank for the purpose of financing the engineering, design, construction and equipping of a specialty clinic building in the Central Kenai Peninsula Hospital Service Area; and

WHEREAS, the project was completed in two phases and the remaining bond proceeds may be spent on annual debt service for the respective issuance;

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

SECTION 1. That \$8,858.12 in bond proceeds are deobligated from account number 490.81110.14CPH.49999 in the Central Kenai Peninsula Hospital Service Area Capital Project Fund to be transferred to account number 360.81110.14CPH.44010 the Central Kenai Peninsula Hospital Service Area Debt Service Fund to support the 2024 debt service payment for the 2014 Central Kenai Peninsula Hospital Service Area Revenue Bonds.

SECTION 2. That this ordinance shall be effective retroactively to February 1, 2024.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY
OF * 2024.**

Brent Johnson, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Finance Department

MEMORANDUM

TO: Brent Johnson, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Peter A. Micciche, Mayor *PM*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: March 7, 2024

SUBJECT: Ordinance 2023-19-39, Deobligating Bond Proceeds in the Central Peninsula Hospital Service Area Capital Project Fund and Transferring the Remaining Bond Proceeds to Fund the Annual Debt Service for Central Peninsula Hospital Service Area Revenue Bonds (Mayor)

The Assembly authorized issuance of not to exceed \$43,000,000 of Central Peninsula Hospital Service Area Revenue Bonds on October 22, 2013.

Resolutions 2013-072 and 2014-008 authorized the issuance of bonds not to exceed \$43,000,000 through the Alaska Municipal Bond Bank for the purpose of financing the engineering, design, construction and equipping of a specialty clinic building in the Central Peninsula Hospital Service Area.

This Ordinance deobligates bond proceeds from the Central Peninsula Hospital Service Area Capital Project Fund and transfer the remaining bond proceeds to the debt service fund to fund a portion of the annual debt service payment for the 2014 Central Peninsula Hospital bonds.

Your consideration is appreciated.

FINANCE DEPARTMENT ACCOUNT/FUNDS VERIFIED	
Acct. No.	<u>490.81110.14CPH.49999</u>
Amount:	<u>\$8,858.12</u>
By: <u><i>CH</i></u>	Date: <u>3/1/2024</u>

Introduced by: Mayor
Date: 10/22/13
Action: Adopted as Amended
Vote: 7 Yes, 2 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2013-072**

A RESOLUTION PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$43,000,000 SPECIALTY CLINIC BUILDING REVENUE BONDS OF THE BOROUGH, IN ONE OR MORE SERIES, FOR THE PURPOSE OF PROVIDING AMOUNTS TO ENGINEER, DESIGN, CONSTRUCT, AND EQUIP A SPECIALTY CLINIC BUILDING IN THE CENTRAL KENAI PENINSULA HOSPITAL SERVICE AREA AND PROVIDING FOR THE DETAILS OF THE BONDS

WHEREAS, the Kenai Peninsula Borough, Alaska, (the "Borough") owns a hospital in the Central Kenai Peninsula Hospital Service Area and desires to design and construct a specialty clinic building near the hospital; and

WHEREAS, the Constitution and statutes of the State of Alaska permit the Borough to issue revenue bonds to finance any project which serves a public purpose which bonds are secured only by the revenues of the project and which do not constitute a debt or pledge of the faith and credit or taxing power of the Borough and which may be authorized by the Assembly; and

WHEREAS, it is necessary to establish the form, conditions, covenants, and method of sale of such bonds and to make provision for establishing the amount, maturities, interest rates, and redemption rights and other terms; and

WHEREAS, a portion of the Bonds, not to exceed \$21,500,000, in principal amount, may be issued on a tax-exempt basis to the extent the underlying agreements relating to the use of proceeds, and otherwise, are consistent with relevant provisions of the Internal Revenue Code relating to tax-exempt bonds; and

WHEREAS, a public hearing has been held in accordance with Section 147(f) of the Internal Revenue Code; and

WHEREAS, issuance of the bonds and construction of the specialty clinic building are subject to receipt of a Certificate of Need from the State of Alaska and successful negotiation of an agreement with an operator of the specialty clinic building, and approval of the agreement by the Assembly; and

WHEREAS, at its October 14, 2013, meeting the Central Kenai Peninsula Hospital Service Area Board recommended approval by unanimous consent;

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

SECTION 1. Purpose. The purpose of this resolution is to authorize the issuance and sale of not to exceed \$43,000,000 of specialty clinic building revenue bonds, to fix the form, covenants, and method of sale of the bonds, to provide for establishing the amount, maturities, interest rates, redemption rights, and other terms of the bonds, and to fix the conditions under which additional specialty clinic building revenue bonds may be issued on a parity with the bonds. The financing, construction, and operation of a specialty clinic building serve a public purpose.

SECTION 2. Definitions. As used in this resolution, unless a different meaning clearly appears from the context:

"Annual Debt Service Requirement" means, with respect to any particular Fiscal Year and to any specified bonds, an amount equal to (i) interest accruing during such Fiscal Year on such bonds, except to the extent such interest is to be paid from deposits in the Debt Service Subaccount from bond proceeds; (ii) the principal amount of such bonds due during such Fiscal Year for which no sinking fund installments have been established; plus (iii) the unsatisfied balance of any sinking fund installment for such bonds due during such Fiscal Year.

"Assembly" means the general legislative authority of the Borough, as the same may be constituted from time to time.

"Bond Account" means the Specialty Clinic Building Revenue Bond Account created by Section 12 of this resolution.

"Bond Register" means the registration books maintained by the Registrar containing the names and addresses of the owners of the Bonds.

"Bonds" means the Kenai Peninsula Borough, Alaska, Central Kenai Peninsula Hospital Service Area Specialty Clinic Building Revenue Bonds, 20XX.

"Borough" means the Kenai Peninsula Borough, Alaska, a municipal corporation organized and existing under the Constitution and laws of the State of Alaska.

"Code" means the Internal Revenue Code of 1986, as amended, and all applicable regulations thereunder.

"Consulting Engineer" means an independent consulting engineer or engineering firm licensed to practice in the State of Alaska, retained and appointed pursuant to Section 15(E).

"Debt Service Subaccount" means the Debt Service Subaccount created in the Bond Account by Section 12 hereof.

"Facility" means the Borough's specialty clinic building.

"Fiscal Year" means the 12-month period commencing on July 1 each year through and including June 30 of the following calendar year.

"Future Parity Bonds" means any specialty clinic building revenue bonds, notes, or other obligations of the Borough, other than the Bonds, issued under a resolution wherein the Borough pledges that the payments to be made out of the Pledged Revenues into the Bond Account and Reserve Subaccount therein to pay and secure the payment of the principal of and interest on such revenue bonds, notes, or other obligations will be on a parity with the payments required by this resolution to be made out of such Pledged Revenues into such Bond Account and Reserve Subaccount to pay and secure the payment of the principal of and interest on the Bonds.

"Loan Agreement" means the Loan Agreement between the Borough and the Alaska Municipal Bond Bank.

"Net Revenues" means all amounts received by the Borough for the specialty clinic and deposited in the Specialty Clinic Building Fund and interest and profits derived from the investment of moneys held in the Specialty Clinic Building Fund.

"Operator" means the operator or lessee of the Facility pursuant to an agreement to be approved by the Assembly.

"Parity Bonds" means the Bonds and any Future Parity Bonds.

"Pledged Revenues" means Net Revenues and interest received and profits derived from the investment of moneys obtained from moneys held in any fund solely to pay or secure the payment of any Parity Bonds issued under this resolution.

"Registered Owner" means the person named as the registered owner of a Parity Bond in the Bond Register.

"Registrar" means the Finance Director of the Borough.

"Reserve Subaccount" means the Reserve Subaccount created in the Bond Account by Section 12 hereof.

"Reserve Subaccount Requirement" means an amount equal to the least of (i) 10% of the initial principal amount of all outstanding Parity Bonds; (ii) 125% of the average Annual Debt Service Requirement for all outstanding Parity Bonds; and (iii) the maximum Annual Debt Service Requirement on all outstanding Parity Bonds.

SECTION 3. Authorization of Bonds and Purpose of Issuance. The Borough shall enter into the Loan Agreement and issue and sell revenue bonds, in one or more series, designated "Central Kenai Peninsula Hospital Service Area Specialty Clinic Building Revenue Bonds, 20XX" (the "Bonds") in the aggregate principal amount of not to exceed \$43,000,000. The proceeds of the Bonds shall be used to pay the costs of design, engineering, construction, installation, and equipping of the Borough's Facility. Issuance of the Bonds is subject to the prior approval by the Assembly of an agreement with an Operator of the Facility for operating the Facility and committing to pay all debt service on the Bonds when due. The said agreement shall clearly delineate the portion of the Facility which may be financed on a tax-exempt basis and the Bonds relating therein and the provisions of the agreement relating to that portion shall be subject to opinion of bond counsel that said provisions are consistent with appropriate provisions of the Code governing tax-exempt bonds.

Issuance of the Bonds is subject to confirmation that a Certificate of Need for the Facility has been issued by the State of Alaska.

SECTION 4. Date, Maturities, Interest Rates, and Other Details of the Bonds. The Bonds shall be dated on such dates, and mature on such dates not later than December 31, 2034, and be designated "Taxable Series" or "Tax-Exempt Series" and shall bear interest from their date payable on such dates, and at such rates, not exceeding 6% per annum, as the Finance Director may fix and determine at or prior to the time of sale of the Bonds. The Tax-Exempt Series of Bonds shall not exceed \$21,500,000 in principal amount.

The Bonds shall be fully registered as to both principal and interest, shall be in the denomination of \$5,000 each or any integral multiple thereof, and shall be numbered separately in such manner and with any additional designation as the Registrar deems necessary for purposes of identification.

SECTION 5. Place and Medium of Payment. Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. For so long as all outstanding Bonds are registered in the name of the Alaska Municipal Bond Bank, payments of principal and interest thereon shall be made as provided in the Loan Agreement. In the event that the Bonds are no longer registered in the name of the Alaska Municipal Bond Bank, interest on the Bonds shall be paid to the Registered Owners of the Bonds at the addresses for such Registered Owners appearing on the Bond Register on the 20th day of the month preceding the interest payment date. Principal of the Bonds shall be payable upon presentation and surrender of the Bonds by the Registered Owners at the principal office of the Registrar.

SECTION 6. Registration.

- A. **Bond Register.** The Bonds shall be issued only in registered form as to both principal and interest. The Registrar shall keep, or cause to be kept, a bond register.
- B. **Registered Ownership.** The Borough and the Registrar, each in its discretion, may deem and treat the Registered Owner of each Bond as the absolute owner thereof for all purposes, and neither the Borough nor the Registrar shall be affected by any notice to the contrary. Payment of any such Bond shall be made only as described in Section 5 hereof, but such registration may be transferred as herein provided. All such payments made as described in Section 5 shall be valid and shall satisfy and discharge the liability of the Borough upon such Bond to the extent of the amount or amounts so paid.
- C. **Transfer or Exchange.** Bonds shall be transferred only upon the Bond Register kept by the Registrar. Upon surrender for transfer or exchange of any Bond at the office of the Registrar, with a written instrument of transfer or authorization for exchange in form and with guaranty of signature satisfactory to the Registrar, duly executed by the registered owner or its duly authorized attorney, the Borough shall execute and the Registrar shall deliver an equal aggregate principal amount of Bonds of the same maturity of any authorized denominations, subject to such reasonable regulations as the Registrar may prescribe and upon payment sufficient to reimburse it for any tax, fee, or other governmental charge required to be paid in connection with such transfer or exchange. All Bonds surrendered for transfer or exchange shall be cancelled by the Registrar. The Registrar shall not be required to transfer or exchange Bonds subject to redemption during the 15 days preceding any principal or interest payment date or the date of mailing of notice of redemption of such Bonds, or any Bond after such Bond has been called for redemption.
- D. **Registration Covenant.** The Borough covenants that, until all Bonds have been surrendered and cancelled, it will maintain a system for recording the ownership of each Bond that complies with the provisions of Section 149 of the Code.

SECTION 7. Redemption. The Bonds maturing on or after November 1, 2024 are subject to redemption on or after November 1, 2023, and may be redeemed at the times and in the manner described in the Loan Agreement. When the Borough determines to redeem any Bonds not owned by the Bond Bank:

- A. The Borough shall give notice of such redemption, which notice shall state the redemption date and identify the Bonds to be redeemed by reference to their numbers and further state that on such redemption date there shall become due and payable upon each such Bond the principal amount thereof plus the applicable premium, if any (the "Redemption Price"), together with interest

accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue. Such notice shall be given at least 30 days but not more than 45 days prior to the redemption date by first class mail, postage prepaid, to the registered owner of any Bond to be redeemed at the address appearing on the Bond Register.

- B. Notice of Redemption having been given in the manner provided in this Resolution, the Bonds so called for redemption shall become due and payable on the redemption date stated in the notice at the applicable Redemption Price, plus interest, accrued and unpaid to the redemption date upon presentation and surrender thereof, together with a written instrument of transfer duly executed by the registered owner or the owner's duly authorized attorney.

SECTION 8. Form of Bonds. The form of the Bonds shall be substantially as follows:

No. _____ \$ _____

UNITED STATES OF AMERICA

KENAI PENINSULA BOROUGH, ALASKA
CENTRAL KENAI PENINSULA HOSPITAL SERVICE AREA
SPECIALTY CLINIC BUILDING REVENUE BOND, (TAXABLE
SERIES/TAX-EXEMPT SERIES) 20XX

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Kenai Peninsula Borough, Alaska (the "Borough"), a municipal corporation of the State of Alaska, hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or its registered assigns, from the sources stated herein, the Principal Amount indicated above in the following installments on _____ of each of the following years, and to pay, from the sources stated herein, interest on such installments from the date hereof, payable on _____, 20XX, and semiannually thereafter on the first days of each _____ and _____ of each year, at the rates per annum as follows:

Maturity	Principal	Interest
<u>Date</u>	<u>Amount</u>	<u>Rate</u>

For so long as this Bond is owned by the Alaska Municipal Bond Bank (the "Bond Bank"), payment of principal and interest shall be made as provided in the Loan Agreement between the Bond Bank and the Borough. In the event that this Bond is no longer owned by the Bond Bank, payment of principal of and interest on this Bond will be made by check or draft mailed by first class mail to the registered owner at the address appearing on the Bond Register of the Borough, provided that the final installment of principal and interest on this Bond

will be payable at the office of the Finance Director (the "Registrar") upon surrender of this Bond. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months. Both principal of and interest on this Bond are payable in lawful money of the United States of America solely out of the special fund of the Borough known as the "Specialty Clinic Building Revenue Bond Account" created by Section 12 of Resolution No. 2013-XX.

This Bond is one of an issue of bonds (the "Bonds") of like date and tenor except as to number, rate of interest, and date of maturity, aggregating the principal sum of \$_____ and is issued pursuant to the Constitution and statutes of the State of Alaska and the duly adopted resolutions and ordinances of the Borough, including Resolution No. 2013-XX (the "Bond Resolution"). The definitions contained in the Bond Resolution shall apply to capitalized terms contained herein. The Bonds are being issued for the purpose of financing the design, engineering, construction, and equipping of the Borough's Central Kenai Peninsula Hospital Service Area Specialty Clinic Building.

Bonds owned by the Bond Bank, or its registered assigns, maturing on or after _____, 20XX, may be called for redemption on or after _____, 20XX on any date, in whole or in part, at the option of the Borough at a price equal to 100% of the principal amount thereof to be redeemed plus accrued interest to the date of redemption as described in the Loan Agreement.

Bonds not owned by the Bond Bank maturing on or after _____ 1, 2024 may be called for redemption by or on behalf of the Borough prior to maturity and upon notice as set forth in the Bond Resolution as a whole on any date or in part on or after _____ 1, 2023, at a redemption price of 100% of the principal amounts thereof, together with interest thereon to the redemption date.

The Borough does hereby pledge and bind itself to set aside out of Pledged Revenues of the Borough and to pay into the Bond Account the various amounts required by the Bond Resolution to be paid into and maintained in the Bond Account all within the times provided in the Bond Resolution.

The pledge of Pledged Revenues contained herein and in the Bond Resolution may be discharged by making provision, at any time, for the payment of the principal of and interest on this Bond in the manner provided in the Bond Resolution.

The pledge of amounts to be paid into the Bond Account is hereby declared to be a lien and charge upon the Pledged Revenues superior to all other charges of any kind or nature and equal in rank to the lien and charge thereon for amounts pledged to the payment of any Future Parity Bonds hereafter issued.

This Bond is a special, limited obligation of the Borough giving rise to no charge against the Borough's general credit, and is payable solely from, and constitute claims of the owners thereof against, only the revenues, funds, and assets of the Borough pledged under the Resolution. This Bond shall never constitute a debt or indebtedness of the State of Alaska within the meaning of any provision or limitation of the Constitution or statutes of the State of Alaska or the Borough, or of any political subdivision thereof, and shall never constitute nor give rise to a general pecuniary liability of the State or the Borough or a charge against their general credit or taxing powers.

This Bond is a special, limited obligation of the Borough, issued in order to provide funds to finance the acquisition, design, construction, and equipping of a specialty clinic building in the Central Kenai Peninsula Hospital Service Area.

No officer, agent, or employee of the Borough, and no officer, official, agent, or employee of the State of Alaska, nor any person executing this Bond, shall in any event be subject to any personal liability or accountability by reason of the issuance of this Bond.

The Borough has further bound itself to maintain the Facility in good condition and repair, to operate the same in an efficient manner and at a reasonable cost, and to establish, maintain, and collect fees for as long as any Parity Bonds are outstanding that will provide Pledged Revenues in an amount equal to at least 1.25 times the maximum Debt Service Requirement for such year on all outstanding Parity Bonds.

[For Tax-Exempt Series: This Bond is a "qualified 501(c)(3) bond" as such term is defined in the Internal Revenue Code of 1986, as amended (the "Code").]

It is hereby certified that all acts, conditions, and things required by the Constitution and statutes of the State of Alaska, and the resolutions of the Borough to be done precedent to and in the issuance of this Bond have happened, been done, and performed.

IN WITNESS WHEREOF, the Kenai Peninsula Borough, Alaska, has caused this Bond to be executed with the manual or facsimile signature of its Mayor and to be countersigned with the manual or facsimile signature of its Clerk and the official seal of the Borough to be impressed or imprinted hereon, as of this _____ day of _____, 20XX.

KENAI PENINSULA BOROUGH, ALASKA

Mike Navarre, Mayor

ATTEST:

Johni Blankenship, MMC, Borough Clerk

SECTION 9. Execution of Bonds. The Bonds shall be executed on behalf of the Borough with the manual or facsimile signature of the Mayor of the Borough, attested by the manual or facsimile signature of the Clerk. The official seal of the Borough shall be impressed or imprinted on each Bond. The execution of a Bond on behalf of the Borough by persons that at the time of the execution are duly authorized to hold the proper offices shall be valid and sufficient for all purposes, regardless of whether any such person shall have ceased to hold office at the time of issuance and delivery of the Bond, or shall not have held office on the date of the Bond.

SECTION 10. Mutilated, Destroyed, Stolen, or Lost Bonds. Upon surrender to the Registrar of a mutilated Bond, the Borough shall execute and deliver a new Bond of like maturity and principal amount. Upon filing with the Registrar of evidence satisfactory to the Borough that a Bond has been destroyed, stolen, or lost and of the ownership thereof, and upon furnishing the Borough with indemnity satisfactory to it, the Borough shall execute and deliver a new Bond of like maturity and principal amount. The person requesting the authentication and delivery of a new Bond pursuant to this section shall comply with such other reasonable regulations as the Borough may prescribe and pay such expenses as the Borough may incur. Any Bonds issued pursuant to this section in substitution for Bonds alleged to be destroyed, stolen, or lost shall constitute original additional contractual obligations on the part of the Borough, whether or not the Bonds alleged to be destroyed, stolen, or lost be at any time enforceable by anyone, and shall be equally and proportionately secured with all other Bonds issued hereunder.

SECTION 11. Priority of Use of Pledged Revenues. Pledged Revenues are hereby pledged to and shall be used only for the following purposes and in the following order of priority:

First, to make all payments, including sinking fund payments, required to be made into the Debt Service Subaccount for the payment of the principal of and interest on Parity Bonds;

Second, to make all payments required to be made into the Reserve Subaccount;

Third, to make all payments, including sinking fund payments, required to be made into a subordinate lien debt service account for the payment of the principal of and interest on any subordinate lien bonds; and

Fourth, to make all payments required to be made into a reserve account for subordinate lien bonds.

SECTION 12. Specialty Clinic Building Revenue Bond Account and Subaccounts. There is hereby created a special restricted account of the Borough known as the "Specialty Clinic Building Revenue Bond Account" (the "Bond Account"), which account is to be drawn upon for the sole purpose of paying the principal of and interest and premium, if any, on all Parity Bonds. The Bond Account consists of two subaccounts, the Debt Service Subaccount and the Reserve Subaccount. Amounts pledged to be paid into the Bond Account are hereby declared to be a lien and charge upon Pledged Revenues superior to all other charges of any kind or nature and equal in rank to the charge thereon to pay and secure the payment of the principal of and interest on all Parity Bonds.

From and after the time of issuance and delivery of the Bonds and as long thereafter as any of the same remain outstanding, the Borough hereby irrevocably obligates and binds itself to set aside and pay the following each month into the Debt Service Subaccount out of Pledged Revenues on or before the date due:

- A. Such amounts, in approximately equal monthly installments, as will be sufficient to accumulate the amount required to pay the interest scheduled to become due on Parity Bonds on the next interest payment date; and
- B. Such amounts, in approximately equal monthly installments, as will be sufficient to accumulate (i) the principal amount of all Parity Bonds due for which no sinking fund installments have been established; plus (ii) the unsatisfied balance of any sinking fund installment for Parity Bonds, in each case during the next 12 months.
- C. For so long as Parity Bonds are held by the Bond Bank, the Borough will pay such amounts into the Debt Service Subaccount out of Pledged Revenues as may be required by the Loan Agreement.

Moneys in the Debt Service Subaccount may be held in cash or invested in accordance with Borough policy such that investments will mature prior to the time such money is required for the payment of the principal of or interest on the Parity Bonds. All interest earned on and profits derived from such investments shall remain in and become a part of the Debt Service Subaccount.

In the event a portion of the Bonds are designated Tax-Exempt Series, the Finance Director is authorized to modify the foregoing provisions by establishing further subaccounts within the Bond Account and the Reserve Subaccount and otherwise as the Finance Director deems necessary or desirable in order that interest on the Tax-Exempt Series is tax exempt under the Code.

SECTION 13. Reserve Subaccount. The Borough hereby covenants and agrees that it will at the time of issuance of the Bonds cause amounts to be paid into the Reserve Subaccount such that the total amount in the Reserve Subaccount will be equal to the Reserve Subaccount Requirement.

The Borough further covenants and agrees that it will set aside and pay into the Reserve Subaccount amounts from Pledged Revenues, commencing with the first month following the closing and delivery of the Bonds, so that the amount on deposit in the Reserve Subaccount will at all times be at least equal to the Reserve Subaccount Requirement.

The Borough further covenants and agrees that in the event it issues any Future Parity Bonds hereafter it will provide in each resolution authorizing the same that at the time of issuance of such Future Parity Bonds payments will be made into the Reserve Subaccount such that the total amount of such payments together with the money already in the Reserve Subaccount will be equal to the Reserve Subaccount Requirement.

The Borough further covenants and agrees that it will at all times maintain therein an amount at least equal to the Reserve Subaccount Requirement until there is a sufficient amount in the Bond Account and Reserve Subaccount to pay the principal of, premium, if any, and interest on all outstanding Parity Bonds in the manner set forth in Section 16 hereof, at which time the money in the Reserve Subaccount may be used to pay such principal, premium, if any, and interest; provided, however, that moneys in the Reserve Subaccount may be withdrawn or set aside in a special account in the Bond Account pursuant to Section 16 of this resolution, to pay (with or without other available funds) the principal, premium, if any, and interest on all of the outstanding Parity Bonds of any single issue or series payable out of the Bond Account, so long as the moneys remaining on deposit in the Reserve Subaccount are at least equal to the Reserve Subaccount Requirement on all of the remaining outstanding Parity Bonds. The Borough may, from time to time, transfer from the Reserve Subaccount to the Debt Service Subaccount amounts in excess of the Reserve Subaccount Requirement.

In the event there shall be a deficiency in the Debt Service Subaccount for meeting maturing installments of either principal of or interest on Parity Bonds, such deficiency shall be made up from the Reserve Subaccount by the withdrawal of cash therefrom. Any deficiency created in the Reserve Subaccount by reason of any such withdrawal shall then be made up from Pledged Revenues first available therefor after making necessary provision for the required payments into the Debt Service Subaccount.

SECTION 14. Investment of Certain Accounts. Moneys held in the Bond Account and in the Reserve Subaccount shall be invested and reinvested to the fullest extent practicable in accordance with Borough policy, such investments to mature not

later than at such times as shall be necessary to provide moneys when needed for payments to be made from such Accounts.

Obligations purchased as an investment of moneys in any Account or Subaccount created under this resolution shall be deemed at all times to be a part of such Account or Subaccount and any profit realized from the liquidation of such investment shall be credited to such Account or Subaccount and any loss resulting from the liquidation of such investment shall be charged to the respective Account or Subaccount.

In the event a portion of the Bonds are designated "Tax-Exempt Series," the Finance Director is authorized to restrict investments in the subaccounts established within the Bond Account and the Reserve Account as the Finance Director deems necessary or desirable in order to ensure that interest on the Tax-Exempt Series is tax exempt under the Code.

SECTION 15. Specific Covenants. The Borough hereby covenants with the owners of each of the Parity Bonds for so long as any of the same remain outstanding as follows:

- A. The Borough will establish, maintain, and collect Net Revenues in each Fiscal Year that will provide Pledged Revenues in an amount equal to the amount of the Annual Debt Service Requirement for such year on all outstanding Parity Bonds. For so long as the Parity Bonds are held by the Alaska Municipal Bond Bank, the Borough will establish, maintain, and collect Net Revenues as required by the terms of the Loan Agreement.
- B. The Borough will require the Operator to at all times maintain, preserve, and keep the Facility and every part and parcel thereof in good repair, working order, and condition; will from time to time make or cause to be made all necessary and proper repairs, renewals, and replacements to the Facility, and will at all times operate the Facility in an efficient manner.
- C. The Facility, including the buildings, equipment, and property, shall be insured in such amounts and with such deductibles as under good business practice are ordinarily carried on such facilities.
- D. The Borough will require the Operator to keep and maintain proper books and accounts with respect to the operation of the Facility in such manner as prescribed by any authorities having jurisdiction over the Facility; will cause its books and accounts to be audited annually by a certified public accountant not later than 210 days following the end of each Fiscal Year, copies of which audits shall, upon request, be furnished to the owners of the Parity Bonds.
- E. The Borough will not sell or otherwise dispose of the Facility unless contemporaneously with such sale or disposal there shall be paid into the

Bond Account a sum sufficient to pay the principal of and interest on all Parity Bonds then outstanding to the date or dates on which they first may be redeemed, nor will it sell or otherwise dispose of any part of the Facility which is material to the production of Pledged Revenues unless, in the opinion of a Consulting Engineer, the remaining Facility will generate Pledged Revenues sufficient to enable the Borough to comply with the requirements of this resolution and each resolution authorizing the issuance of Future Parity Bonds.

- F. The Borough will require the Operator to not at any time create or permit to accrue or exist any lien or other encumbrance or indebtedness upon the Facility or the Pledged Revenues, or any part thereof, or upon any Account or Subaccount created hereunder, prior or superior to the lien thereon for the payment of the Parity Bonds, and will pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials, or supplies which, if unpaid, might become a lien or charge upon the Pledged Revenue, or any part thereof, or upon any Account or Subaccount in the hands of the Borough, prior or superior to the lien of the Parity Bonds, or which might impair the security of the Parity Bonds.
- G. The Borough will require the Operator to not expend any of the Pledged Revenues or the proceeds of any indebtedness payable from Pledged Revenues for any additions, betterments, or improvements to the Facility which are not economically sound and which will not properly and advantageously contribute to the conduct of the business of the Facility in an efficient and economical manner.
- H. The Borough shall require the Operator to at any and all times, as far as it may be authorized by law, make, do, execute, acknowledge, and deliver all further resolutions, acts, deeds, conveyances, assignments, transfers, and assurances as may be necessary or desirable for better assuring, conveying, granting, pledging, assigning, and confirming all and singular the rights, revenues, and other funds, moneys, and securities pledged or assigned under the resolution, or intended so to be, or which the Borough may become bound to pledge or assign.
- I. The Borough is duly authorized under all applicable laws to create and issue the Bonds and to adopt this resolution and to pledge the Pledged Revenues and other funds, moneys, and securities purported to be pledged by this resolution in the manner and to the extent provided in this resolution. The Pledged Revenues and other funds, moneys, and securities so pledged are and will be free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and assignment created by this resolution, and all corporate or other action on the part of the Borough to that end has been and will be duly and validly taken. The Bonds and the provisions of this resolution are and will be the valid and legally enforceable obligations of

the Borough in accordance with their terms and the terms of this resolution.

- J. The Borough, through the Operator, will have so long as any Parity Bonds are outstanding, good, right, and lawful power to operate, maintain, and repair the Facility and to fix and collect rates, fees, and other charges related to the Facility.
- K. The Borough shall require the Operator to do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Borough under applicable laws and this resolution.
- L. In the event a portion of the Bonds are designated "Tax-Exempt Series," the Finance Director is authorized, on behalf of the Borough, to enter into such other covenants and agreements which may be inconsistent with the foregoing, as the Finance Director deems necessary or desirable in order to ensure that interest on the Tax-Exempt Series is tax exempt under the Code.

SECTION 16. Parity Bonds. As described in this Section 16, the Borough may issue Parity Bonds. The Borough hereby covenants with the owners of each of the Parity Bonds for so long as the same remain outstanding that it will not issue any bonds having a greater or equal lien on Pledged Revenues to pay and secure the payment of the principal of and interest on such bonds than the lien created thereon to pay and secure the payment of the principal of and interest on the Parity Bonds, except that the Borough reserves the right to issue future Parity Bonds as follows:

- A. For the purpose of acquiring, constructing, and installing additions, betterments, and improvements to and extensions of, acquiring necessary property, and equipment for, or making necessary replacements or repairs to the Facility, for funding interest and reserves, and for the purpose of refunding at or prior to their redemption or maturity any outstanding revenue bonds or notes of the Borough that have a lien on Pledged Revenues for the payment of the principal thereof and interest thereon junior and inferior to the lien on Pledged Revenues for the payment of the principal of and interest on the Bonds and upon compliance with the following conditions:
 - (1) The Borough will covenant in each resolution authorizing the issuance of Future Parity Bonds that it will pay into and maintain in the Reserve Subaccount the amounts required by Section 13 of this resolution to be paid into and maintained in the Reserve Subaccount in the event Future Parity Bonds are issued.
 - (2) At the time of the issuance of such Future Parity Bonds, the Borough shall have on file a certificate of the Finance Director showing that

the "annual income available for revenue bond debt service," as hereinafter set forth, shall be at least equal to 1.25 times the maximum Annual Debt Service Requirement on all outstanding Parity Bonds and the Future Parity Bonds being issued.

Such "annual income available for revenue bond debt service" shall be determined by adding the following:

- (i) The historical Pledged Revenues for any 12 consecutive months out of the 24 months immediately preceding the month of delivery of the Future Parity Bonds being issued.
- (ii) The estimated annual Pledged Revenues to be derived from the operation of any additions or improvements to or extensions of the Facility under construction but not completed at the time of such certificate and not being paid for out of the proceeds of sale of such Future Parity Bonds being issued, and which Pledged Revenues are not otherwise included in any of the sources of Pledged Revenues described in this subsection (2).
- (iii) The estimated Pledged Revenues to be derived from the operation of any additions and improvements to or extensions of the Facility being paid for out of the proceeds of sale of such Future Parity Bonds being issued.

The computation of "annual income available for revenue bond debt service" shall be adjusted to reflect the Facility fees or rents effective on the date of such certificate or approved by the regulatory authority with jurisdiction to become effective thereafter if there has been any change in such rates and charges put into effect or so approved during or after such 12 consecutive month base period.

Notwithstanding the preceding provisions of this subparagraph (2), the certificate referred to above shall not be required if one-half of Pledged Revenues, verified from certain financial statements of the Facility, for a period of any consecutive two out of the three Fiscal Years immediately preceding the issuance and delivery of such Future Parity Bonds, was equal to at least 1.25 times the maximum Annual Debt Service required to be paid in any Fiscal Year succeeding the date of issuance of such Future Parity Bonds on all outstanding Parity Bonds and the Future Parity Bonds being issued.

Further, notwithstanding the preceding provisions of this subparagraph (2), Future Parity Bonds may be issued if the Borough shall have on file a certificate stating that the Pledged Revenues for the next full Fiscal Year after the initial operation of any additions or improvements to or extensions of the Facility being paid for out of the proceeds of the Future Parity Bonds will be at

least equal to 1.25 times the maximum Annual Debt Service Requirement on all outstanding Parity Bonds and the Future Parity Bonds being issued; and that at the time of the issuance of such Future Parity Bonds there is no deficiency in the Debt Service Subaccount or Reserve Subaccount.

- B. For the purpose of refunding at or prior to their redemption or maturity, any part or all of the then outstanding Parity Bonds if the issuance of such refunding Future Parity Bonds does not require a greater amount to be paid out of Pledged Revenues for principal and interest over the life of such refunding Future Parity Bonds being refunded, and if the conditions required in subsections (A)(1) and (A)(2) of this section are complied with.

Proceeds of Parity Bonds to be used to fund interest or reserves shall be deposited in the Debt Service Subaccount or the Reserve Subaccount, as the case may be.

SECTION 17. Subordinate Lien Bonds. Nothing contained herein shall prevent the Borough from issuing revenue bonds or notes which are a charge upon Pledged Revenues subordinate or inferior to the payments required herein to be made therefrom into the Debt Service Subaccount and Reserve Subaccount, or from issuing specialty clinic building revenue bonds to refund maturing bonds for the payment of which moneys are not otherwise available.

SECTION 18. Defeasance. In the event that money and/or investments maturing at such time or times and bearing interest to be earned thereon in amounts sufficient to redeem and retire any or all of the Bonds in accordance with their terms are set aside in a special restricted account in the Bond Account to effect such redemption or retirement and such money and the principal of and interest on such obligations are irrevocably set aside and pledged for such purpose, then no further payments need to be made into the Bond Account for the payment of the principal of and interest on such Bonds, and such Bonds shall cease to be entitled to any lien, benefit, or security of this resolution, except the right to receive the funds so set aside and pledged, and such Bonds shall be deemed not to be outstanding hereunder or under any other resolution authorizing the issuance of Future Parity Bonds.

SECTION 19. General Authorization to Municipal Officials. After the sale of the Bonds, the proper officials of the Borough are hereby authorized and directed to do everything necessary to complete such sale and to deliver the Bonds to the purchaser thereof upon payment of the purchase price thereof.

SECTION 20. Amendatory and Supplemental Resolutions.

- A. The Assembly from time to time and at any time may pass a resolution or resolutions supplemental hereof, which resolution or resolutions thereafter

shall become a part of this resolution, for any one or more of the following purposes:

- (1) To add to the covenants and agreements of the Borough contained in this resolution, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the Borough and, in the event any Tax-Exempt Bonds are outstanding, as the Borough acting through the Finance Director deems necessary or desirable to ensure that interest on the Tax-Exempt Series is tax exempt under the Code.
- (2) To make such provisions for the purpose of curing any ambiguities or of curing, correcting, or supplementing any defective provision contained in this resolution, or in regard to matters or questions arising under this resolution as the Assembly may deem necessary or desirable and not inconsistent with this resolution, and which shall not adversely affect the interest of the owners of Parity Bonds.

Any such supplemental resolution of the Assembly may be adopted without the consent of the owner of any Parity Bonds at any time outstanding, notwithstanding any of the provisions of subsection B of this section.

B. With the consent of the owners of not less than 60% in aggregate principal amount of Parity Bonds at the time outstanding, the Assembly may pass a resolution or resolutions supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this resolution or of any supplemental resolution; provided, however, that no such supplemental resolution shall:

- (1) Extend the fixed maturity of any of the Parity Bonds, or reduce the rate of interest thereon, or reduce the amount or change the date of any sinking fund installment requirement, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the owner of each Parity Bond so affected; or
- (2) Reduce the percentage of owners of Parity Bonds required to approve any such supplemental resolution without the consent of the owners of all of the Parity Bonds then outstanding; or
- (3) Remove the pledge and lien of this resolution on Pledged Revenues.

It shall not be necessary for the consent of the owners of Parity Bonds under this subsection B to approve the particular form of any proposed supplemental

resolution, but it shall be sufficient if such consent shall approve the substance thereof.

- C. Upon the passage of any supplemental resolution pursuant to the provisions of this section, this resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations of the Borough under this resolution and all owners of Parity Bonds outstanding hereunder shall thereafter be determined, exercised, and enforced thereunder, subject in all respects to such modification and amendment, and all the terms and conditions of any such supplemental resolution shall be deemed to be part of the terms and conditions of this resolution for any and all purposes.
- D. Parity Bonds executed and delivered after the execution of any supplemental resolution adopted pursuant to the provisions of this section may bear a notation as to any matter provided for in such supplemental resolution, and if such supplemental resolution shall so provide, new Parity Bonds so modified as to conform, in the opinion of the Assembly, to any modification of this resolution contained in any such supplemental resolution, may be prepared by the Borough and delivered without cost to the owners of Parity Bonds then outstanding, upon surrender for cancellation of such Parity Bonds in equal aggregate principal amounts.

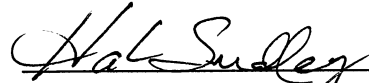
SECTION 21. Disposition of the Proceeds of Sale of the Bonds. The proceeds received from the sale of the Bonds (exclusive of accrued interest, if any, which shall be paid into the Debt Service Subaccount) shall be deposited into the fund of the Borough designated by the Finance Director and shall be used to pay all costs allocable to the issuance of the Bonds and to undertake improvements authorized by Section 3 of this resolution.

SECTION 22. Loan Agreement and Other Documents. The Finance Director is authorized to enter into a Loan Agreement or Loan Agreements with the Alaska Municipal Bond Bank providing for and relating to the sale of the Bonds to the Alaska Municipal Bond Bank, and the Finance Director is authorized to execute and deliver on behalf of the Borough any other documents reasonably.

SECTION 23. Severability. If any one or more of the covenants or agreements provided in this resolution to be performed on the part of the Borough shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements in this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bonds.

SECTION 24. Effective Date. This resolution shall become effective immediately.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS
22ND DAY OF OCTOBER, 2013.

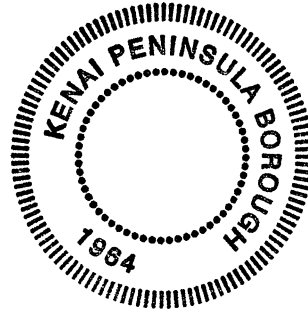


Hal Smalley, Assembly President

ATTEST:



John Blankenship, MMC, Borough Clerk



Yes: Bagley, Haggerty, Johnson, McClure, Pierce, Smith, Smalley

No: Ogle, Wolf

Absent: None

Introduced by: Mayor
Date: 01/07/14
Action: Adopted as Amended
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2014-008**

**A RESOLUTION AMENDING RESOLUTION 2013-072 WHICH AUTHORIZED THE
ISSUANCE OF NOT TO EXCEED \$43,000,000 SPECIALTY CLINIC BUILDING
REVENUE BONDS OF THE BOROUGH, TO INSERT ADDITIONAL TERMS
RELATING TO PLEDGED REVENUES FOR DEBT SERVICE REQUIREMENTS AND
COMPLIANCE WITH INTERNAL REVENUE CODE REQUIREMENTS, ADDING
DEFINITIONS, AND MAKING OTHER CLARIFICATIONS**

WHEREAS, the Kenai Peninsula Borough, Alaska, (the "Borough") owns a hospital in the Central Kenai Peninsula Hospital Service Area and desires to design and construct a specialty clinic building near the hospital; and

WHEREAS, the Borough Assembly adopted Resolution 2013-072 which authorized the issuance of not to exceed \$43,000,000 revenue bonds to fund the engineering, design, construction and equipping of a specialty clinic building in the Central Kenai Peninsula Hospital Service Area; and

WHEREAS, since then the Alaska Bond Bank Authority has requested that Resolution 2013-072 be amended to insert additional terms relating to revenues pledged for payment of the bonds, compliance with Internal Revenue Code provisions relating to tax exempt bonds, adding more defined terms and making other corrections and clarifications; and

WHEREAS, at a special meeting held January 6, 2014, the CKPHSA board recommended approval by unanimous consent;

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

SECTION 1. That the fourth Whereas clause in Resolution 2013-072 is amended as follows:

WHEREAS, a portion of the Bonds, not to exceed [\$21,500,000] \$25,800,000, in principal amount, may be issued on a tax-exempt basis to the extent the underlying agreements relating to the use of proceeds, and otherwise, are consistent with relevant provisions of the Internal Revenue Code relating to tax-exempt bonds; and

SECTION 2. That Section 2 of Resolution 2013-072, Definitions, is hereby amended by inserting the definition of "Medical Facilities" immediately after the definition of "Loan Agreement" and revising the definition of "Net Revenues" as follows:

"Medical Facilities" means all facilities operated by the Operator either directly or indirectly for the Borough.

"Net Revenues" means all amounts received by the Borough [FOR THE SPECIALTY CLINIC] from the operation of all Medical Facilities and the Facility and deposited in the Specialty Clinic Building Fund and interest and profits derived from the investment of moneys held in the Specialty Clinic Building [FUND] Bond Account as set forth in Section 12.

SECTION 3. That Section 4 of Resolution 2013-072 is hereby amended as follows:

SECTION 4. Date, Maturities, Interest Rates, and Other Details of the Bonds. The Bonds shall be dated on such dates, and mature on such dates not later than [DECEMBER 31, 2034] December 31, 2035, and be designated "Taxable Series" or "Tax-Exempt Series" and shall bear interest from their date payable on such dates, and at such rates, not exceeding 6% per annum, as the Finance Director may fix and determine at or prior to the time of sale of the Bonds. The Tax-Exempt Series of Bonds shall not exceed [\$21,500,000] \$25,800,000 in principal amount.

The Bonds shall be fully registered as to both principal and interest, shall be in the denomination of \$5,000 each or any integral multiple thereof, and shall be numbered separately in such manner and with any additional designation as the Registrar deems necessary for purposes of identification.

SECTION 4. That Section 7 of Resolution 2013-072 is hereby amended as follows:

SECTION 7. Redemption. The Bonds [MATURING ON OR AFTER NOVEMBER 1, 2024 ARE SUBJECT TO REDEMPTION ON OR AFTER NOVEMBER 1, 2023, AND] may be redeemed at the times and in the manner described in the Loan Agreement. When the Borough determines to redeem any Bonds not owned by the Bond Bank:

- A. The Borough shall give notice of such redemption, which notice shall state the redemption date and identify the Bonds to be redeemed by reference to their numbers and further state that on such redemption date there shall become due and payable upon each such Bond the principal amount thereof plus the applicable premium, if any (the "Redemption Price"), together with interest accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue. Such notice shall be given at least 30 days but not more than 45 days prior to the redemption date by first class mail, postage prepaid, to the registered owner of any Bond to be redeemed at the address appearing on the Bond Register.

B. Notice of Redemption having been given in the manner provided in this Resolution, the Bonds so called for redemption shall become due and payable on the redemption date stated in the notice at the applicable Redemption Price, plus interest, accrued and unpaid to the redemption date upon presentation and surrender thereof, together with a written instrument of transfer duly executed by the registered owner or the owner's duly authorized attorney.

SECTION 5. That Section 11 of Resolution 2013-072 is hereby amended as follows:

SECTION 11. Priority of Use of Pledged Revenues. Pledged Revenues are hereby pledged to and shall be used only for the following purposes and in the following order of priority:

First, to make all payments, including sinking fund payments, required to be made into the Debt Service Subaccount for the payment of the principal of and interest on Parity Bonds;

Second, to make all payments required to be made into the Reserve Subaccount;

Third, to make all payments, including sinking fund payments, required to be made into a subordinate lien debt service account for the payment of the principal of and interest on any subordinate lien bonds; [AND]

Fourth, to make all payments required to be made into a reserve account for subordinate lien bonds; and

Fifth, where the funds can be used for operation of the Medical Facilities and the Facility.

SECTION 6. That Section 15 of Resolution 2013-072 is hereby amended as follows:

SECTION 15. Specific Covenants. The Borough hereby covenants with the owners of each of the Parity Bonds for so long as any of the same remain outstanding as follows:

A. The Borough will establish, maintain, and collect Net Revenues in each Fiscal Year that will provide Pledged Revenues in an amount equal to the amount of the Annual Debt Service Requirement for such year on all outstanding Parity Bonds. For so long as the Parity Bonds are held by the Alaska Municipal Bond Bank, the Borough will establish, maintain, and collect Net Revenues as required by the terms of the Loan Agreement. The Borough will establish, maintain, and collect fees for as long as any Parity Bonds are outstanding that will provide Pledged Revenues in an amount equal to at least 1.25 times the maximum Annual Debt Service requirement for each fiscal year.

- B. The Borough will require the Operator to at all times maintain, preserve, and keep the Facility and every part and parcel thereof in good repair, working order, and condition; will from time to time make or cause to be made all necessary and proper repairs, renewals, and replacements to the Facility, and will at all times operate the Facility in an efficient manner.
- C. The Facility, including the buildings, equipment, and property, shall be insured in such amounts and with such deductibles as under good business practice are ordinarily carried on such facilities.
- D. The Borough will require the Operator to keep and maintain proper books and accounts with respect to the operation of the Facility in such manner as prescribed by any authorities having jurisdiction over the Facility; will cause its books and accounts to be audited annually by a certified public accountant not later than 210 days following the end of each Fiscal Year, copies of which audits shall, upon request, be furnished to the owners of the Parity Bonds.
- E. The Borough will not sell or otherwise dispose of the Facility unless contemporaneously with such sale or disposal there shall be paid into the Bond Account a sum sufficient to pay the principal of and interest on all Parity Bonds then outstanding to the date or dates on which they first may be redeemed, nor will it sell or otherwise dispose of any part of the Facility which is material to the production of Pledged Revenues unless, in the opinion of a Consulting Engineer, the remaining Facility will generate Pledged Revenues sufficient to enable the Borough to comply with the requirements of this resolution and each resolution authorizing the issuance of Future Parity Bonds.
- F. The Borough will require the Operator to not at any time create or permit to accrue or exist any lien or other encumbrance or indebtedness upon the Facility or the Pledged Revenues, or any part thereof, or upon any Account or Subaccount created hereunder, prior or superior to the lien thereon for the payment of the Parity Bonds, and will pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials, or supplies which, if unpaid, might become a lien or charge upon the Pledged Revenue, or any part thereof, or upon any Account or Subaccount in the hands of the Borough, prior or superior to the lien of the Parity Bonds, or which might impair the security of the Parity Bonds.
- G. The Borough will require the Operator to not expend any of the Pledged Revenues or the proceeds of any indebtedness payable from Pledged Revenues for any additions, betterments, or improvements to the Facility which are not economically sound and which will not properly and advantageously contribute to the conduct of the business of the Facility in an efficient and economical manner.

- H. The Borough shall require the Operator to at any and all times, as far as it may be authorized by law, make, do, execute, acknowledge, and deliver all further resolutions, acts, deeds, conveyances, assignments, transfers, and assurances as may be necessary or desirable for better assuring, conveying, granting, pledging, assigning, and confirming all and singular the rights, revenues, and other funds, moneys, and securities pledged or assigned under the resolution, or intended so to be, or which the Borough may become bound to pledge or assign.
- I. The Borough is duly authorized under all applicable laws to create and issue the Bonds and to adopt this resolution and to pledge the Pledged Revenues and other funds, moneys, and securities purported to be pledged by this resolution in the manner and to the extent provided in this resolution. The Pledged Revenues and other funds, moneys, and securities so pledged are and will be free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and assignment created by this resolution, and all corporate or other action on the part of the Borough to that end has been and will be duly and validly taken. The Bonds and the provisions of this resolution are and will be the valid and legally enforceable obligations of the Borough in accordance with their terms and the terms of this resolution.
- J. The Borough, through the Operator, will have so long as any Parity Bonds are outstanding, good, right, and lawful power to operate, maintain, and repair the Facility and to fix and collect rates, fees, and other charges related to the Facility.
- K. The Borough shall require the Operator to do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Borough under applicable laws and this resolution.
- L. In the event a portion of the Bonds are designated "Tax-Exempt Series," the Finance Director is authorized, on behalf of the Borough, to enter into such other covenants and agreements which may be inconsistent with the foregoing, as the Finance Director deems necessary or desirable in order to ensure that interest on the Tax-Exempt Series is tax exempt under the Code.
- M. The Borough covenants to comply with any and all applicable requirements set forth in the Code to the extent that such compliance shall be necessary for the exclusion of the interest on the tax-exempt 2013 Bonds from gross income for federal income tax purposes. The Borough covenants that it will make no use of the proceeds of the Bonds that will cause any tax-exempt Bond to be an "arbitrage bond" subject to federal income taxation by reason of Section 148 of the Code.

SECTION 7. That Section 16 of Resolution 2013-072 is hereby amended as follows:

SECTION 16. Parity Bonds. As described in this Section 16, the Borough may issue Parity Bonds. The Borough hereby covenants with the owners of each of the Parity Bonds for so long as the same remain outstanding that it will not issue any bonds having a [GREATER OR EQUAL] lien on Pledged Revenues superior to the lien thereon of the bonds, [TO PAY AND SECURE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BONDS THAN THE LIEN CREATED THEREON TO PAY AND SECURE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE PARITY BONDS,] except that the Borough reserves the right to issue future Parity Bonds as follows:

A. For the purpose of acquiring, constructing, and installing additions, betterments, and improvements to and extensions of, acquiring necessary property, and equipment for, or making necessary replacements or repairs to the Facility, for funding interest and reserves, and for the purpose of refunding at or prior to their redemption or maturity any outstanding revenue bonds or notes of the Borough that have a lien on Pledged Revenues for the payment of the principal thereof and interest thereon junior and inferior to the lien on Pledged Revenues for the payment of the principal of and interest on the Bonds and upon compliance with the following conditions:

- (1) The Borough will covenant in each resolution authorizing the issuance of Future Parity Bonds that it will pay into and maintain in the Reserve Subaccount the amounts required by Section 13 of this resolution to be paid into and maintained in the Reserve Subaccount in the event Future Parity Bonds are issued.
- (2) At the time of the issuance of such Future Parity Bonds, the Borough shall have on file a certificate of the Finance Director showing that the "annual income available for revenue bond debt service," as hereinafter set forth, shall be at least equal to 1.25 times the maximum Annual Debt Service Requirement on all outstanding Parity Bonds and the Future Parity Bonds being issued.

Such "annual income available for revenue bond debt service" shall be determined by adding the following:

- (i) The historical Pledged Revenues for any 12 consecutive months out of the 24 months immediately preceding the month of delivery of the Future Parity Bonds being issued.
- (ii) The estimated annual Pledged Revenues to be derived from the operation of any additions or improvements to or extensions of the Facility under construction but not completed at the time of such certificate and not being paid for out of the proceeds of sale of such Future Parity Bonds being issued,

and which Pledged Revenues are not otherwise included in any of the sources of Pledged Revenues described in this subsection (2).

(iii) The estimated Pledged Revenues to be derived from the operation of any additions and improvements to or extensions of the Facility being paid for out of the proceeds of sale of such Future Parity Bonds being issued.

The computation of "annual income available for revenue bond debt service" shall be adjusted to reflect the Facility fees or rents effective on the date of such certificate or approved by the regulatory authority with jurisdiction to become effective thereafter if there has been any change in such rates and charges put into effect or so approved during or after such 12 consecutive month base period.

Notwithstanding the preceding provisions of this subparagraph (2), the certificate referred to above shall not be required if one-half of Pledged Revenues, verified from certain financial statements of the Facility, for a period of any consecutive two out of the three Fiscal Years immediately preceding the issuance and delivery of such Future Parity Bonds, was equal to at least 1.25 times the maximum Annual Debt Service Requirement [REQUIRED TO BE PAID IN ANY FISCAL YEAR SUCCEEDING THE DATE OF ISSUANCE OF SUCH FUTURE PARITY BONDS] on all outstanding Parity Bonds and the Future Parity Bonds being issued.

Further, notwithstanding the preceding provisions of this subparagraph (2), Future Parity Bonds may be issued if the Borough shall have on file a certificate stating that the Pledged Revenues for the next full Fiscal Year after the initial operation of any additions or improvements to or extensions of the Facility being paid for out of the proceeds of the Future Parity Bonds will be at least equal to 1.25 times the maximum Annual Debt Service Requirement on all outstanding Parity Bonds and the Future Parity Bonds being issued; and that at the time of the issuance of such Future Parity Bonds there is no deficiency in the Debt Service Subaccount or Reserve Subaccount.

B. For the purpose of refunding at or prior to their redemption or maturity, any part or all of the then outstanding Parity Bonds if the issuance of such refunding Future Parity Bonds does not require a greater amount to be paid out of Pledged Revenues for principal and interest over the life of such refunding Future Parity Bonds being refunded, and if the conditions required in subsections (A)(1) and (A)(2) of this section are complied with.

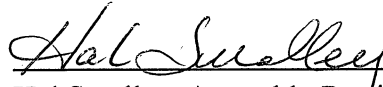
Proceeds of Parity Bonds to be used to fund interest or reserves shall be deposited in the Debt Service Subaccount or the Reserve Subaccount, as the case may be.

SECTION 8. That Section 22 of Resolution 2013-072 is hereby amended as follows:

SECTION 22. Loan Agreement and Other Documents. The Finance Director is authorized to enter into a Loan Agreement or Loan Agreements with the Alaska Municipal Bond Bank providing for and relating to the sale of the Bonds to the Alaska Municipal Bond Bank, and the Finance Director is authorized to execute and deliver on behalf of the Borough any other documents reasonably required, including a continuing disclosure undertaking in accordance with Rule 15c-2-12 of the Securities and Exchange Commission.

SECTION 9. Effective Date. This resolution shall become effective immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 7TH DAY OF JANUARY, 2014.

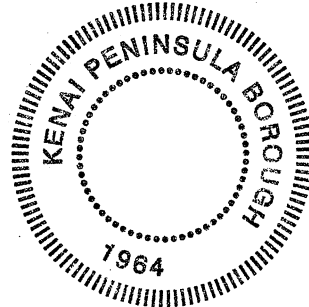


Hal Smalley, Assembly President

ATTEST:



John Blankenship, MMC, Borough Clerk



Yes: Bagley, Haggerty, Johnson, McClure, Ogle, Pierce, Smith, Wolf, Smalley
No: None
Absent: None

Introduced by: Mayor
Date: 03/19/24
Hearing: 04/02/24
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2023-19-40**

**DEOBLIGATING AND APPROPRIATING SOLID WASTE CAPITAL PROJECT
FUNDS PREVIOUSLY APPROPRIATED FOR PURCHASE OF A TOOLCAT AT
CENTRAL PENINSULA LANDFILL TO THE CENTRAL PENINSULA LANDFILL
BALER BUILDING BOILER REPLACEMENT**

WHEREAS, during the FY2024 annual budgetary process, the Assembly appropriated funds of \$150,000 for purchase of a Toolcat for Central Peninsula Landfill of which \$25,802.29 is remaining after completion of the project; and

WHEREAS, the Solid Waste Department has completed design of the Central Peninsula Landfill Boiler Replacement Project for funds appropriated in FY2024; and

WHEREAS, the Engineer’s Estimate for the project is higher than the available funding and the requested deobligated Toolcat project funds of \$25,802.29 will be used to complete boiler project as designed;

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

SECTION 1. That up to \$25,802.29 is deobligated from the Central Peninsula Landfill Toolcat Purchase account 411.32122.24494.49999 and appropriated to account 411.32122.24499.49999 to support the Central Peninsula Landfill Boiler Replacement Project and related costs.

SECTION 2. 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 3. This ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS *
DAY OF *, 2024.**

Brent Johnson, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Solid Waste Department

MEMORANDUM

TO: Brent Johnson, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor *PM*

FROM: Lee Frey, Solid Waste Director *LF*
Brandi Harbaugh, Finance Director *BH*

DATE: March 7, 2024

RE: Ordinance 2023-19-40, Deobligating and Appropriating Solid Waste Capital Project Funds Previously Appropriated for a Toolcat at Central Peninsula Landfill to the Central Peninsula Landfill Baler Building Boiler Replacement (Mayor)

During the FY2024 annual budget process, the Assembly appropriated funds of \$150,000 for purchase of a Toolcat and accessories for Central Peninsula Landfill (CPL). Solid Waste has completed the purchase of this equipment through cooperative purchasing and there is \$25,802.29 remaining in the project.

The Assembly also appropriated funds of \$75,000 for replacement of the boiler in the Baler Building at CPL during the annual FY2024 budgetary process. We have completed design on this project and the Engineer's Estimate is higher than the remaining available funds. We recommend moving the remaining Toolcat funds of \$25,802.29 to this project for successful replacement of the boiler this summer.

This ordinance deobligates and appropriates up to \$25,802.29 from a previously appropriated project in the Solid Waste Capital Project to supplement CPL Boiler Replacement Project.

Your consideration is appreciated.

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>411.32122.24494.49999</u>
Amount:	<u>Up to \$25,802.29</u>
By:	<i>CJ</i> _____ Date: <u>3/6/2024</u>

Introduced by: Mayor, Johnson
Date: 03/19/24
Hearing: 04/16/24
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2024-06**

**AMENDING KPB CHAPTER 2.54 RELATING TO ACCESS TO PUBLIC RECORDS
AND RESPONSE TO RECORD REQUESTS**

WHEREAS, the majority of the provisions of KPB Chapter 2.54, relating to public records, have not been updated since enactment in 1986; and

WHEREAS, during FY22, the KPB transitioned to an online, centralized public records request system; and

WHEREAS, these code amendments continue to reflect a policy of disclosure of public records, while at the same time balancing privacy rights, confidentiality, applicable exemptions, and the need to respond to requests in the orderly course of business; and

WHEREAS, pursuant to AS 40.25.110, AS 40.25.122, KPB 2.54.040, KPB 2.54.050 and KPB 2.54.070, relating to litigation exceptions and mandatory requirements under state law to charge a requestor if personnel time spent responding to a requestor exceeds five person-hours in a calendar month, it is reasonable to require requests be in writing and provide the legal name of the requestor; and

WHEREAS, these amendments clarify provisions relating to record request process, costs, and denial appeals;

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

SECTION 1. That KPB Chapter 2.54. – Access to Public Records, is hereby amended to read as follows:

CHAPTER 2.54. ACCESS TO PUBLIC RECORDS

2.54.010. Kenai Peninsula Borough policy.

It is the policy of the Kenai Peninsula Borough to provide reasonable and prompt public access to [NON-EXCEPTED OR NONCONFIDENTIAL] public records. The assembly recognizes the competing interests of personal privacy and the right of the public to have access to information concerning the conduct of the people's business and the borough will at all times endeavor to appropriately balance those interests in responding to record requests made pursuant to this chapter. This chapter [SHALL]will be construed to require disclosure of all public records in the possession or control of the borough except those specifically exempted under [SECTION]KPB 2.54.040 [OF THIS CHAPTER].

2.54.020. Definitions.

For purposes of this chapter:

"Borough clerk" includes any designee of the borough clerk.

"Borough attorney" includes any designee of the borough attorney.

"Critical infrastructure" means public buildings, telecommunications centers and computers systems, information systems, dams, bridges, road systems, ports, and similar key resources, and systems related to utility services (whether public or private), including water, sewer, fuel supply, energy, hazardous liquid, natural gas, or coal, whether physical or virtual, so vital to the borough that the incapacity or destruction of these systems would have a debilitating impact on security, economic security, public health or safety, or any combination of those matters.

"Record" means any existing recorded information as defined in KPB [SECTION] 2.52.020, and developed or received under law or in connection with the transaction of official business by the borough.

"Record request" includes a request to copy, inspect, produce, or view a record and includes a request to provide a record in electronic format.

"Mayor" is as defined in KPB 1.08.040 and includes any designee of the mayor.

2.54.025. Centralized public record request system

All record requests must be made in writing on a form provided by the borough clerk or through the borough's online record request platform. All requests will be routed through the borough's centralized record request system administered by the borough clerk. A record subject to a court order or court issued subpoena is not a public record and, at the discretion of the borough clerk this section need not be applied to a record subject to a court order or court issued subpoena.

2.54.030. Information available to the public.

[EXCEPT AS PROVIDED BY SECTION 2.54.040] Subject to the provisions of this chapter, or [BY] other provisions of borough ordinance, state or federal law, and subject to reasonable rules regulating the time, place and manner of inspection which may be adopted, all public records [SHALL BE] are open to inspection by the public during regular [BOROUGH BUSINESS] office hours [, SUBJECT TO THE PROVISIONS OF THIS CHAPTER]. In order to determine if a record is confidential, privileged, exempt from disclosure, litigation status pursuant to KPB 2.54.050, and to respond to the request pursuant to KPB 2.54.060, all record requests must be on a form prescribed by the borough clerk, adequately describe the record sought with reasonable certainty, and identify the requestor using the requestor's legal name. A view-only request, or inspection request, must be made by appointment through the clerk's office and will be subject to employee time fees as set forth in KPB 2.54.070.

2.54.040. Exemption for particular records.

This chapter shall not be construed to require disclosure of:

- A. Communications between any borough department board, assembly or commission and the borough attorney's office concerning pending or actual litigation;
- B. Files maintained by the borough attorney's office concerning pending or actual litigation, or any document prepared in the provision of legal services or legal advice to the borough or the assembly, or any of its departments, boards, commissions, subdivisions, officers or employees by the borough attorney's office; or any other attorney-client privilege or attorney work product relating to borough business;
- C. Personnel, payroll, medical files and other files which reveal the personal, financial or medical status of any specific individual other than gross pay, position title, name or unique identifier if, upon determination of the borough clerk in consultation with the borough attorney, the employee's privacy or safety or organizational security would be adversely impacted due to the release of the employee's full name, and average cost of benefits allocated in the budget [EXCEPT UPON THE SPECIFIC WRITTEN AUTHORIZATION OF THE INDIVIDUAL CONCERNED];
- D. The name, address, telephone number or other identifying information about complainants in actions to enforce borough ordinances;
- E. Records of engineering or other technical data which if released would provide a competitive advantage to any person or corporation engaged in similar or related activities;
- F. Proprietary information which a manufacturer, consultant or provider reasonably requires to be kept privileged or confidential to protect the property interests of persons providing the information or data;

- G. Information which municipal governments engaged in collective bargaining consider to be privileged or confidential for purposes of successful collective bargaining;
- H. Information obtained by and in the custody of insurance carriers insuring the borough, and their attorneys and agents, regarding possible and pending claims against the borough; and records maintained in the borough regarding such claims;
- I. Health, mental health, medical or juvenile information obtained or prepared by the borough with respect to any person for whom treatment or services were provided;
- J. Personal information given to the borough with the legitimate expectation of privacy in conjunction with borough services;
- K. Records disclosing individual reserve levels on claims against the borough, or records or documents pertaining to any claims against the borough or school district, including, but not limited to, risk management files under any insurance or self-insurance program;
- L. Any record, nondisclosure of which is authorized by a valid Alaska or federal statute or regulation, or by a privilege, exemption or principal recognized by the courts, or by a protective order authorized by law;
- M. Emergency 911 call information. Prior to release of audio or other information related to a 911 call, the home address, cell phone number, health information or other personally identifiable information of an individual may be redacted or withheld to protect the privacy interests of the individual.
- N. Deliberative process records. There is a judicially recognized public policy need to encourage open, frank deliberations among government officials about proposed or contemplated governmental action. Records containing deliberative process information are confidential and need not be disclosed. Notwithstanding, the mayor may disclose the requested records on appeal, pursuant to a determination that the interest of the public in having access to the records outweighs the need to assert the deliberative process privilege.
- O. Records or information pertaining to security and critical infrastructure in the borough.
 - 1. Records or information pertaining to a plan, program, or procedures for establishing, maintaining, or restoring security and critical infrastructure in the borough, or to a detailed description or evaluation of systems, facilities, or critical infrastructure in the borough, will be kept confidential, but only to the extent that the production of the records or information:
 - a. Could reasonably be expected to interfere with the implementation or enforcement of the security plan, program, critical infrastructure, or procedures;

- b. Would disclose confidential guidelines for investigations or enforcement and the disclosure could reasonably be expected to risk circumvention of the law; or
 - c. Could reasonably be expected to endanger the life or physical safety of an individual or to present a real and substantial risk to the public health and welfare.
2. Security system recordings of the interior of borough work areas, or other information, that could reasonably reveal private or confidential information of members of the public or of borough employees will be kept confidential.
 3. Nothing in this section may be construed to limit disclosure required for necessary construction, renovation, or remodeling work on a public building or other part of the critical infrastructure of the municipality. Disclosure for such purposes may be conditioned on the user signing a document to ensure confidentiality of such records. Disclosure under this subsection does not constitute public disclosure.

2.54.050. Disclosure to litigants or their agents.

If the person requesting to inspect borough records or the person's principal is in litigation with the borough in a judicial or administrative forum, disclosure of any borough records relevant to that litigation or reasonably likely to lead to the discovery of relevant evidence is governed by the rules or orders of that forum, and not by this chapter. Under such circumstances the requested records will not be provided to the requestor under the provisions of this chapter.

2.54.060. Response to requests for access to public records.

All borough officers and employees shall, consistent with the orderly conduct of borough business, make a good faith and diligent effort to provide a reasonable and prompt response to a record request [A RAPID AND INTELLIGIBLE RESPONSE TO REQUESTS FOR INSPECTION OF RECORDS] made pursuant to this chapter. Nothing in this chapter may be construed to require the borough to respond to a record request on the same day the request is received. To effectuate this policy, the following [GUIDELINES ARE ADOPTED] provisions apply:

- A. Request Referral[—RECORDS OR ACCESS TO BE PROVIDED.]
 1. The clerk's office will receive and route all record requests, including a request for record inspection appointment, to the department or service area director reasonably likely to be in possession of the requested record.
 2. The department or service area director, or designee, will promptly notify the clerk's office if it will take more than 10 business days to respond to the request.

3. The department or service area director, or designee, will also provide the clerk's office with actual or estimated employee time to search for, retrieve, or review the record and may request exempt status or privilege review as appropriate.

[1. ALL REQUESTS TO INSPECT OR COPY PUBLIC RECORDS SHALL BE REFERRED TO THE DIVISION OR DEPARTMENT HEAD WHO IS RESPONSIBLE FOR THOSE RECORDS.

2. THE DIVISION OR DEPARTMENT HEAD, OR DELEGATE, SHALL PROMPTLY AND REASONABLY ATTEMPT TO PROVIDE THE RECORDS OR INFORMATION REQUESTED, OR ACCESS THERETO, UNLESS THE INFORMATION REQUESTED IS EXEMPT FROM DISCLOSURE, PRIVILEGED OR CONFIDENTIAL.]

B. [REQUEST FOR RECORDS EXEMPT FROM DISCLOSURE]Exempt Records.

1. Where there is a question as to whether the information or records requested are exempt from disclosure, privileged or confidential, the request shall be referred to the borough attorney [OR DESIGNEE] for a legal recommendation as to whether the material is subject to disclosure. The [Borough Clerk shall] borough clerk will make the final determination regarding disclosure after considering the advice of the borough attorney [OR DESIGNEE].

2. If the information requested is determined to be exempt from disclosure, the borough clerk, within 10 business days of receiving the request, will inform the requestor in writing and provide the legal authority for non-disclosure, withholding, or redaction of the record.[THE PERSON REQUESTING THE INFORMATION SHALL BE ADVISED IN WRITING, STATING THE APPLICABLE LAW OR RULE OF EXEMPTION, WITHIN 10 WORKING DAYS OF RECEIVING THE REQUEST; SUCH WRITING SHALL BE SIGNED BY THE BOROUGH CLERK OR DESIGNEE.]

C. Requests Insufficient to Describe Record Sought. Requests must describe the record sought in sufficient detail for the borough to adequately identify and locate the record. If the request is vague or so broad as to make it difficult to determine or identify the records of information requested, the [EMPLOYEE SHALL] borough clerk must, within 10 business days of receiving the request, inform the requestor in writing [SO ADVISE THE REQUESTING PERSON WITHIN 10 WORKING DAYS OF RECEIVING THE REQUEST].

D. Records Cannot Be Located. If the records cannot be located in time to make a response within 10 working days of the request, [THE REQUESTING PARTY SHALL BE PROMPTLY SO ADVISED] the borough clerk will inform the requestor in writing; if the requesting party still desires the information or records, and pays costs pursuant to KP.B 2.54.070, a reasonable and diligent search shall be made for them.

- E. Original Records. Original records or information [SHALL]may not leave the custody of the borough but may be viewed by a requestor in the presence of a person designated by the borough clerk. Personnel time involved with overseeing such a request will be included in the overall cost pursuant to KPB 2.54.070.

- G. Harassment Requests. A request may be denied if the borough clerk reasonably determines that a record request is for the purpose of harassment of borough employees or borough officials or to unduly interfere with the orderly conduct of borough business. Any denial under this subsection will be automatically reviewed by the mayor pursuant to KPB 2.54.080(A). For the purposes of this subsection, it is a rebuttal presumption, which may be rebutted by the requestor, that a requestor violates this subsection if: (1) the request covers the same topic the requestor has requested within the previously 3 months; (2) more than 10 hours of borough employee time has been spent responding to the requestor over a thirty-day period; or (3) more than 5 requests have been submitted by the same requestor in a calendar month.

2.54.070. Cost and expenses.

- A. The borough may require the requestor to prepay all costs and expenses associated with responding to a request for records, including reasonable personnel, administrative overhead and copying costs and expenses including but not limited custodial time and time spent to search for, retrieve, and review record. In any case, pursuant to AS 40.25.110, if the production of records for one requestor in a calendar month exceeds five person-hours, the public agency shall require the requestor to pay the personnel costs required during the month to complete the search and copying tasks. The personnel costs may not exceed the actual salary and benefit costs for the personnel time required to perform the search and production tasks. The requestor shall pay the fee before the records are disclosed, and the public agency may require payment in advance of the search.

- B. Nothing in this chapter requires the borough to organize, coordinate, collate, modify, create, interpret, program, translate, transcribe, decode or otherwise convert information and any request for public records in a form which requires the borough or any of its employees to do such acts may be granted only on a time available basis and only upon prepayment of all costs and expenses, including salary and administrative overhead, reasonably required to provide the records in the form requested.

- C. The mayor may waive imposition of costs under subsection (B) when in the best interests of the borough or when the cost is nominal and so long as any such waiver is uniformly applied among persons who are similarly situated.

2.54.080. Appeals.

- A. A record request denial may be appealed, through the clerk's office, without fee to the mayor by the person making the request. An appeal must be filed within 30 days after the request is denied in writing. A failure to timely appeal from a denial waives all rights of appeal. The mayor will consider and decide the appeal in writing within 30 days.

- B. A denial made pursuant to KPB 2.54.060(G) will automatically be reviewed by the mayor. The requestor will be provided notice and an opportunity to provide a statement in writing within 14 business days of the initial denial. The mayor then has 30 days to issue a decision in writing.

- C. An appeal from the decision of the mayor may be made to the Superior Court at Kenai, Alaska within 30 days after the mayor's decision is distributed to the requestor.

SECTION 2. That this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS *
DAY OF * 2024.**

Brent Johnson, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Clerk's Office

MEMORANDUM

TO: Members, KPB Assembly

THRU: Peter A. Micciche, Mayor *PM*
Brent Johnson, Assembly President *BJ*

FROM: Michele Turner, Borough Clerk *(MT)*
Sean Kelley, Borough Attorney *SK*

DATE: March 7, 2024

RE: Ordinance 2024-06, Amending KPB Chapter 2.54 Relating to Access to Public Records and Response to Record Requests (Mayor, Johnson)

This code amendment updates sections of code relating to public records that have not been amended since enactment of KPB Chapter 2.54 in 1986.

This Ordinance amends code to identify the borough's centralized public records request system, clarify applicable processes and procedures, update exemption language, require requests be in writing and provide the legal name of the requestor. The amendments will also augment provisions related to costs and fees, and establishes a process to appeal record request denials.

This Ordinance adds subsections to KPB 2.54.040, related to exempt records, pertaining to 911 call information, deliberative process, and security or critical infrastructure records. Additionally, this Ordinance establishes a new subsection under KPB 2.54.060 relating to using the record request system for purposes of harassment or for the purposes of interfering with or disrupting the orderly conduct of business operations.

Your consideration is appreciated.



January 22, 2024

Kenai Peninsula Borough

Attn: Michele Turner

VIA Email: micheleturner@kpb.us; tward@kpb.us; mjenkins@kpb.us; nscalett@kpb.us; mboehmler@kpb.us; rraidmae@kpb.us; slopez@kpb.us; bcarter@kpb.us; mquainton@kpb.us

License Number:	35466
License Type:	Retail Marijuana Store
Licensee:	Homer Sven Olson; Keith Andrew Nelson
Doing Business As:	The Green Anchor
Physical Address:	34145 Chapman St Anchor Point, AK 99556
Designated Licensee:	Home Sven Olson
Phone Number:	907-756-1690
Email Address:	homersvenolson@gmail.com

New Application **New Onsite Consumption Endorsement Application (Retail Only)**

AMCO has received a complete application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.025(d)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a new license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200, or when a local government protests an application on the grounds that the proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

This application will be in front of the Marijuana Control Board at our January 31st and February 1, 2024, meeting.

Sincerely,



Joan Wilson, Director

amco.localgovernmentonly@alaska.gov



Public Notice

Application for Marijuana Establishment License

License Number: 35466

License Status: Incomplete

License Type: Retail Marijuana Store

Doing Business As: The Green Anchor

Business License Number: 2187995

Email Address: homersvenolson@gmail.com

Latitude, Longitude: 59.776000, -151.831000

Physical Address: 34145 Chapman St
Anchor Point, AK 99556
UNITED STATES

Licensee #1	Licensee #2
Type: Individual	Type: Individual
Name: Homer Sven Olson	Name: Keith Andrew Nelson
Phone Number: 907-756-1690	Phone Number: 907-399-1695
Email Address: homersvenolson@gmail.com	Email Address: keith_cedy2005@yahoo.com
Mailing Address: 64615 Star Ct Homer, AK 99603 UNITED STATES	Mailing Address: 34145 Chapman St Anchor Point, AK 99556 UNITED STATES

Note: No entity officials entered for this license.

Note: No affiliates entered for this license.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and application information will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

POSTING DATE _____



Alaska Marijuana Control Board
Form MJ-00: Application Certifications

Why is this form needed?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's Anchorage office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Green Anchor	License Number:	35466		
License Type:	Retail Marijuana Store				
Doing Business As:	The Green Anchor				
Premises Address:	34145 Chapman St				
City:	Anchor Point	State:	AK	ZIP:	99556

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Keith Andrew Nelson
Title:	Licensee

Section 3 – Other Licenses

Ownership and financial interest in other licenses: Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

RECEIVED
 RECEIVED
 NOV 15 2024
 NOV 1 2023



Alaska Marijuana Control Board
Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

KW

I certify that I am not currently on felony probation or felony parole.

KW

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

KW

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

KW

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

KW

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

KW

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

KW

I certify that my proposed premises is not located in a liquor licensed premises.

KW

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

KW

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

KW

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

KW

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Alaska Marijuana Control Board
Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

KW

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

KW

Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

KW

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

KW

All marijuana establishment license applicants:

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

KW

Keith Nelson
Printed name of licensee

[Signature]
Signature of licensee

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Why is this form needed?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's Anchorage office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Green Anchor	License Number:	35466		
License Type:	Retail Marijuana Store				
Doing Business As:	The Green Anchor				
Premises Address:	34145 Chapman St				
City:	Anchor Point	State:	AK	ZIP:	99556

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Homer S Olson
Title:	Licensee

Section 3 – Other Licenses

Ownership and financial interest in other licenses: Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

I certify that I am not currently on felony probation or felony parole.

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

I certify that my proposed premises is not located in a liquor licensed premises.

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

HO

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

HO

Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

HO

All marijuana establishment license applicants:

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

HO

Homer S Olson

Printed name of licensee

Homer Sven Olson

Signature of licensee

Digitally signed by Homer Sven Olson

Date: 2023.11.13 20:58:42 -09'00'



Alaska Marijuana Control Board Form MJ-01: Marijuana Establishment Operating Plan

Why is this form needed?

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38** of **Alaska Statutes** and **Chapter 306** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Control plan for persons under the age of 21
- Security
- Business records
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Health and safety standards
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06**) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment & Contact Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Green Anchor	MJ License #:	35466		
License Type:	Retail Marijuana Store				
Doing Business As:	The Green Anchor				
Premises Address:	34145 Chapman St				
City:	Anchor Point	State:	Alaska	ZIP:	99556
Mailing Address:	P.O. Box 705				
City:	Anchor Point	State:	Alaska	ZIP:	99556
Designated Licensee:	Homer Sven Olson				
Main Phone:	9077561690	Cell Phone:	9077561690		
Email:	homersvenolson@gmail.com				

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Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Control Plan for Persons Under the Age of 21

2.1. Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

To prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items, the marijuana establishment will implement several measures. Firstly, signage will be posted at the main entry door with the statement "No one under 21 years of age allowed". The sign will measure twelve (12) inches long and twelve (12) inches wide, and the letters will be one half inch in height in high contrast to the background of the sign.

In addition to the signage, all employees will be trained to greet every person who enters the building and to check their identification. They will be trained to spot fake IDs and non-valid or expired IDs. Anyone under the age of 21 or anyone who does not meet the identification requirements will be escorted off the premises immediately to prevent them from accessing the marijuana items.

These measures will be strictly enforced to ensure that no one under the age of 21 is able to access any portion of the licensed premises or marijuana items.

Section 3 – Security

Restricted Access Areas (3 AAC 306.710):

3.1. Describe how you will prevent unescorted members of the public from entering restricted access areas:

To prevent unescorted members of the public from entering restricted access areas, we will implement several measures. First, all restricted areas will be clearly marked with signage indicating that only authorized personnel are allowed beyond certain points. Second, access to these areas will be physically restricted by barriers such as swinging doors, ropes, chains, or reinforced steel security doors.

For the restricted area behind the counter, we will have only one point of entry - a four-foot by four-foot walkway that will be blocked off at all times by a swinging door, rope, or chain with a sign that reads "employees only past this point." This area will also be monitored by an employee at all times and recorded by cameras, which can be monitored 24 hours a day, 7 days a week by Homer, Keith, and the general manager.

For the office, we will have a reinforced steel security door with a deadbolt lock and a spring-loaded hinge. Only Homer, Keith, and the company's general manager will have a key to it. The office door will also have a sign that states "employees only past this point." This area will be monitored by cameras and will only be accessed when necessary by authorized personnel.

3.2. Describe your recordkeeping and processes for admitting visitors into and escorting them through restricted access areas:

Recordkeeping:

Visitor logbook: A visitor logbook is maintained to record the name, contact information, organization, and purpose of the visitor's visit.

Identification verification: Visitors are required to provide identification documents such as a driver's license or passport, which are then scanned or photocopied and added to their visitor record.

Non-disclosure agreements: Visitors may be required to sign non-disclosure agreements (NDAs) to ensure the confidentiality of the information they may encounter during their visit.

Escort log: A logbook for escorts is kept to record the name of the escort, the name of the visitor, the destination, the time of departure, and the time of return.

(Continued on additional space section)...

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Form MJ-01: Marijuana Establishment Operating Plan

3.3. Provide samples of licensee-produced identification badges that will be displayed by each licensee, employee, or agent while on the premises, and of visitor identification badges that will be worn by all visitors while in restricted access areas:

(see attached form...)

Security Alarm Systems and Lock Standards (3 AAC 306.715):

3.4. Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

Two high power LED lighting fixtures are located in the eaves of the roof outside the premises, and both illuminate completely the only entrance/ exit of our store.
A light post will be put up to illuminate the parking lot, as well as lights around the perimeter of the building to cover all sides which have cameras.
Cameras will be night vision as well and be high quality and weather resistant, but lighting will remain on at all times.

3.3. Provide samples of licensee-produced identification badges that will be displayed by each licensee, employee, or agent while on the premises, and of visitor identification badges that will be worn by all visitors while in restricted access areas:



AMCO
JUL 12 2023



License # : 35466

AMCO Received 7.13.2023



Form MJ-01: Marijuana Establishment Operating Plan

3.5. An alarm system is required for all license types that must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe the security alarm system for the proposed premises, explain how it will meet all regulatory requirements, and outline your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when the alarm system alerts of an unauthorized breach:

Design and Installation: The security alarm system will be designed and installed by a licensed security contractor in compliance with local regulations and codes. The system will include sensors on all exterior doors and windows, and any other access points, such as skylights or vents. The system will include a backup power source to ensure it remains operational during power outages.

Activation and Deactivation: The security alarm system will be activated on all exterior doors and windows when the premises are closed for business. Only authorized personnel will have access to the system, and they will be trained to activate and deactivate the system properly. Procedures will be in place for ensuring that the system is activated and deactivated at the appropriate times.

Monitoring: The security alarm system will be monitored 24/7 by a licensed monitoring company. The monitoring company will be able to quickly alert AMCO, the licensee, employees, or agents of any unauthorized breach within 24 hours.

Response to Unauthorized Breach: Policies and procedures will be in place for responding to an unauthorized breach, including the immediate notification of law enforcement. AMCO will also be notified within 24 hours of any unauthorized breach. The licensee, employees, or agents will also be trained to respond to the alarm system, including verifying the cause of the alarm and determining if it is a false alarm or a genuine breach. Any suspected breach will be investigated promptly, and appropriate actions will be taken, including reviewing security footage and making any necessary repairs or upgrades to the security system.

3.6. Describe your policies and procedures for preventing diversion of marijuana or marijuana product, including by employees:

Inventory Control: Strict inventory control procedures will be implemented, including regular counts and reconciliations of inventory. A tracking system will be used, (METRC) that tracks every step of the supply chain, from cultivation to retail sales, to identify any discrepancies or potential diversion points.

Frequent audits of inventory records will be conducted to ensure accuracy.

Employee Screening: Thorough background checks will be conducted on all employees before hiring them.

Employees will be trained to recognize and report any suspicious activity, including theft or diversion of marijuana or marijuana products.

(Continued on additional space page)...

3.7. Describe your policies and procedures for preventing loitering:

Define and Communicate Loitering Policy:
 What loitering means for our specific location will be defined and the policy will be communicated clearly to employees and visitors. Loitering can be defined as lingering or remaining on the premises for an extended period of time without a legitimate reason, such as making a purchase or engaging in business activities. Loitering may include individuals who are waiting for others to purchase marijuana products or individuals who are using the premises for socializing or other non-business activities. Loitering can also involve individuals who are consuming marijuana products on the premises, which is prohibited by law.

Signs will be placed clearly indicating that loitering is not allowed and the consequences of violating the policy.

(Continued on additional space)...

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right: Initials

3.8. I certify that if any additional security devices are used, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm, to enhance security of the licensed premises, I will have written policies and procedures describing their use.





Video Surveillance (3 AAC 306.720):

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

3.9. The video surveillance and camera recording system for the licensed premises covers each restricted access area, and both the interior and exterior of each entrance to the facility.

HO

3.10. Each video surveillance recording: is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing (consistent with the Alcohol & Marijuana Control Office's approved format list); clearly and accurately displays the time and date; and is archived in a format that does not permit alteration of the recorded image.

HO

3.11. The surveillance room or area is clearly defined on the Form MJ-02: Premises Diagram that is submitted with this application.

HO

3.12. Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area where access is limited to the licensee(s), an authorized employee, and law enforcement personnel (including an agent of the Marijuana Control Board).

HO

3.13. Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

The licensed retail facility premises will be equipped with a comprehensive surveillance recording system, which includes cameras positioned on all four sides of the building to provide complete coverage of the perimeter. The system will feature motion-sensor and night vision cameras with 1080p quality, ensuring clear images both day and night. All cameras will be equipped with tilt/pan/zoom capabilities and will securely store data.

To ensure full coverage, the system will monitor all areas of the facility, both inside and outside, from various angles. Each entrance/exit and marijuana storage area will be covered by high-quality cameras, which will capture clear images of anyone present, including facial features and license plates. The cameras will be weather-resistant, and the high resolution will provide clear, crisp images, making it easy to identify anyone within 20 feet of all access points while still capturing a full field of view for exterior monitoring. ~~The system will also include facial recognition technology, ensuring the identification of individuals with a data privacy policy.~~

3.14. Describe the locked and secure area where video surveillance recording equipment and original copies of surveillance records will be housed and stored, and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the Marijuana Control Board. If you will be using an offsite monitoring service and offsite storage of video surveillance records, your response must include how the offsite facility will meet these security requirements:

The secured office where the video surveillance recording equipment and footage will be stored will only be accessible by authorized personnel, law enforcement, or an agent of the Marijuana Control Board. The office will have a reinforced steel security door that will remain locked at all times, with a deadbolt lock that only Homer, Keith, and the company's general manager will have keys to, and a spring-loaded hinge. The security system will be password-protected to prevent any unauthorized access and data tampering.

Keith, Homer, and the general manager will have remote access to the surveillance recordings through their phones for virtual monitoring of operations. The recorded data will be stored for a minimum of forty (40) days, as required for official business record-keeping. In the event of criminal, civil, or administrative investigations, the surveillance footage will be accessible for upload to a separate hard drive and stored for an extended period.

All recordings will be time and date stamped, and archived in a format that prevents alteration of the recorded image. The surveillance data will be available to the AMCO, AMCO Enforcement, and local law enforcement upon request, ensuring compliance with regulatory requirements.



Form MJ-01: Marijuana Establishment Operating Plan

Section 4 – Business Records

Review the requirements under 3 AAC 306.755. All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records.

4.1. I certify that the following business records will be maintained and kept on the licensed premises:

Initials

- a. all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years (records for the last six months must be maintained on the licensed premises; older records may be archived on or off-premises);
- b. a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment;
- c. the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;
- d. records related to advertising and marketing;
- e. a current diagram of the licensed premises, including each restricted access area;
- f. a log recording the name, and date and time of entry of each visitor permitted into a restricted access area;
- g. all records normally retained for tax purposes;
- h. accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed;
- i. transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and
- j. registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745.

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Ho

4.2. A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records. Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

All facility records will reside in a locked and secured storage container located in the office, which is also locked and only accessible by Keith, Homer and the company general manager. Only authorized employees will be issued a key for access to the locked storage container, and there will be a secure database maintained with information including employee name and contact information, along with the time and date of each usage which could be matched to a surveillance tape to secure additional information. Business Records will be maintained for a minimum of 6 months.



Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730. All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with Metrc to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana is propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a marijuana product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

5.1. My marijuana establishment will be using Metrc, and if any other tracking software is used, it will be capable of sharing information with Metrc.

HO

5.2. All marijuana delivered to a marijuana establishment will be weighed on a scale registered in compliance with 3 AAC 306.745.

HO

5.3. My marijuana establishment will use registered scales in compliance with AS 45.75.080 (Weights and Measures Act), as required by 3 AAC 306.745.

HO

Section 6 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700. All licensees, and every employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

6.1. All licensees, and each employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment.

HO

6.2. Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the licensed premises) when on the licensed premises.

HO

6.3. Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired.

HO

6.4. Describe any in-house training that will be provided to employees and agents (apart from a marijuana handler course):

Those applying for the job will have their resumes and experience looked over thoroughly for quality, and if hired they will be put through a trial period during which time they will receive training and evaluation specific to their position. Training will include marijuana industry topics; customer care, food handling, safety precautions and procedures; legal issues; and state, local, and federal regulations. Training will take place throughout the year, as needed. Homer, ~~Alto~~ and/or the general manager will personally present or arrange training and education to employees. Within the probationary period, all new employees will be required to meet with the general manager to learn the company's business approach and to adopt the standards of service. Educational packets will be provided to each retail employee to be read and be reviewed. The educational packets will discuss relevant cannabinoids in the marijuana plant, strain ratios, marijuana benefits and risks, and general Alaska marijuana law. Packets will also include safety procedures that specifically address the facility's security measures and controls for the prevention of diversion, theft, and loss of marijuana such as emergency response procedures and state and federal statutes regarding confidentiality. Employees will be trained to spot the inconsistencies of forged identifications, and they will be given an ID guide to help them recognize IDs from other states and countries.



Form MJ-01: Marijuana Establishment Operating Plan

Section 7 – Health and Safety Standards

Review the requirements under 3 AAC 306.735.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

- 7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present. HO
- 7.2. I have policies regarding health and safety standards (including: ensuring a person with an illness or infection does not come into contact with marijuana or marijuana product; good hygienic practices; cleaning and maintenance of equipment and the premises; pest deterrence; chemical storage; sanitation principles; and proper handling of marijuana and marijuana product) and will take all reasonable measures and precautions to ensure that they are met or exceeded. HO
- 7.3. I have policies to ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace. HO
- 7.4. I have policies to ensure that in the event information about the age or storage conditions of marijuana or marijuana product is unreliable, the marijuana or marijuana product will be handled in accordance with 3 AAC 306.735(d). HO

Answer "Yes" or "No" to each of the following questions:

- | | Yes | No |
|--|-------------------------------------|--------------------------|
| 7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

7.7. If you answered "No" to either 7.5 or 7.6 above, describe how toilet and/or handwashing facilities are made accessible, as required by 3 AAC 306.735(b)(2):

Section 8 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

8.1. Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment. Include a description of the type of locked, safe, and secure storage compartments to be used in vehicles transporting marijuana or marijuana product:

If The Green Anchor transports any marijuana or marijuana product from the retail store, a trip manifest will be printed from Metrc to accompany the shipment. A copy of the trip manifest will also be maintained on the licensed premises as a business record. Any marijuana or marijuana product to be transported will be placed within a sealed package or container up to ten (10) pounds and then into a secure storage compartment within the transport vehicle. Any individuals involved in the transport will have a valid marijuana handler permit and be trained to travel directly to the destination without any unnecessary stops and without opening packages of marijuana or marijuana product.

Labels will be affixed to the packaging including all information originally provided by the cultivation or manufacturing facility such as; (1) testing facility and license number (2) testing date and results (3) name and license number of cultivation facility (4) name and license number of manufacturing facility if applicable (for concentrates and products) (5) harvest batch number or production lot number (6) date of packaging (7) net marijuana weight (8) expiration date if applicable.



You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

8.2. The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700.

HO

8.3. The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle.

HO

8.4. The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport.

HO

8.5. During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport.

HO

8.6. Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment.

HO

8.7. When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received.

HO

8.8. The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest.

HO

Section 9 - Signage and Advertising

Review the requirements under 3 AAC 306.770.

9.1. Describe any signs that you intend to post on your establishment, including quantity, dimensions, graphics, and location on your establishment (photos or drawings may be attached):

The Green Anchor may post up to three (3) signs on the retail store premises with their business name and logo. Each sign will be no more than 4,800 square inches and will be attached to the building or in the store window or on a sign post located on the premises property and will comply with all regulatory requirements.



Form MJ-01: Marijuana Establishment Operating Plan

9.2. Describe any advertising you intend to distribute for your establishment. Include medium types and business logos (photos or drawings may be attached):

Social media such as facebook and instagram.
 Logo attached
 magazine advertisement, such as Alaska Leaf
 Radio

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Ha

Homer Sren Olson
 Printed name of licensee

[Signature]
 Signature of licensee



(Additional Space as Needed):

3.2. Continued:

Process:

Visitor request: The visitor sends a request to visit the restricted access area in advance, providing the necessary details such as name, contact information, organization, and purpose of the visit.

Background check: The Green Anchor could perform a background check on the visitor to ensure they have no criminal record or potential threat to the facility or its occupants.

Approval: Once the background check is complete and the visitor's purpose for visiting is confirmed, approval is granted for the visit.

Check-in: Upon arrival, the visitor signs in the visitor logbook and provides identification, which is verified against the background check.

Escort assignment: An escort is assigned to the visitor and provided with the necessary information about the visitor and their purpose for the visit.

Escort briefing: The escort provides a briefing to the visitor on the safety and security procedures to be followed, as well as any specific instructions for the restricted access area.

Escorting: The escort accompanies the visitor throughout their visit to the restricted access area, ensuring they follow the safety and security procedures and providing assistance as needed.

Check-out: At the end of the visit, the visitor signs out of the visitor logbook and returns any visitor badges or identification documents.

Escort log: The escort records the details of the visit, including the time of departure and return, in the escort logbook.

3.6 Continued:

Security: Strict security measures will be implemented, including video surveillance, alarm systems, and access control measures, to prevent unauthorized access to marijuana and marijuana products.

Tamper-evident packaging will be used to prevent diversion during transport and storage. All storage areas will be secure and accessible only to authorized personnel.

Compliance: Strict compliance procedures will be implemented and enforced, including regulatory compliance and adherence to industry best practices.

Regular compliance audits will be conducted to ensure that all policies and procedures are being followed.

Reporting and Investigation: A policy of reporting any suspected diversion immediately to management and/or law enforcement will be implemented.

Thorough investigations of any suspected diversion will be conducted and appropriate disciplinary and/or legal action will be taken against employees involved in diversion.

Overall, preventing diversion of marijuana or marijuana products requires a combination of strict inventory control, employee screening and training, security measures, compliance procedures, and reporting and investigation protocols.

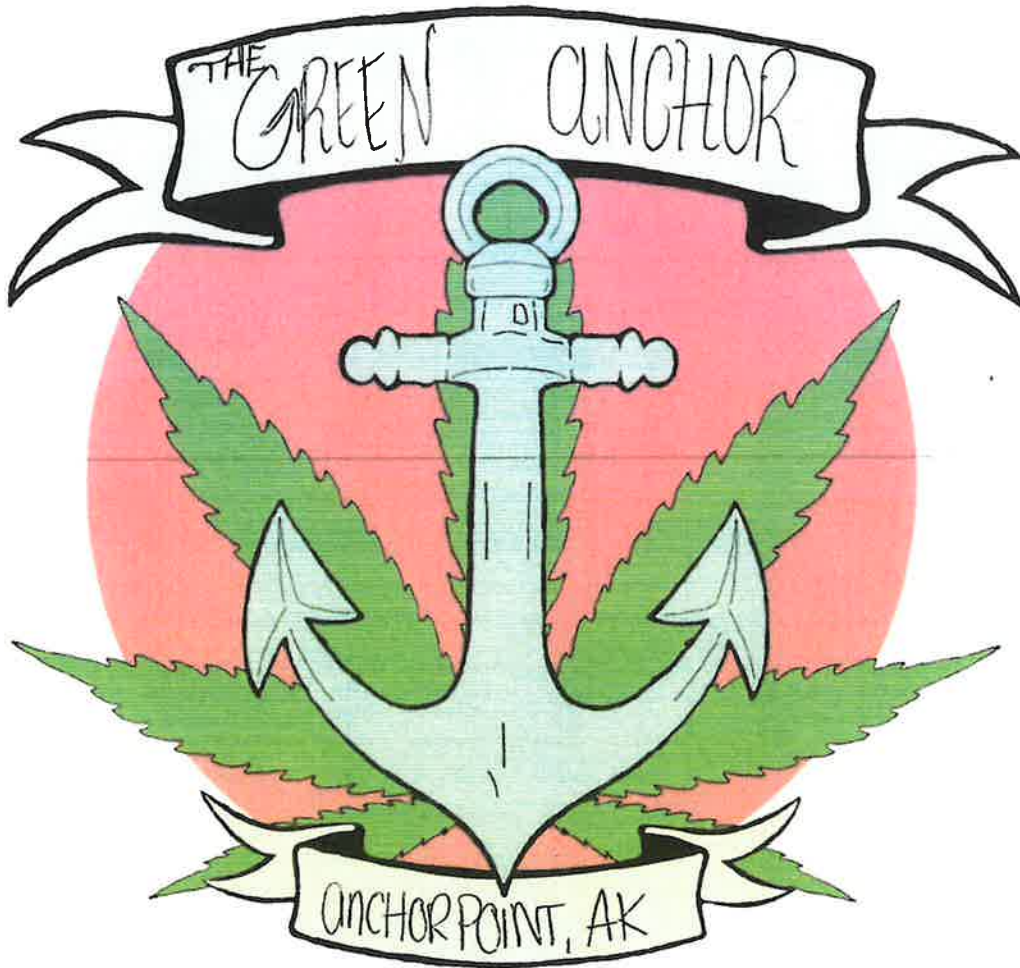
3.7 Continued:

Monitor and Enforce Loitering Policy:

An employee or a security guard will be assigned to monitor the area regularly to ensure that there is no loitering. The designated personnel will politely ask any loiterers to move along and remind them of the loitering policy. They will follow through with consequences if necessary, such as contacting law enforcement or removing the individual from the premises.

The environment/ area of the premises will be designed to discourage loitering, such as not providing seating or using planters, clothing wracks or display cases to prevent people from sitting or standing in certain areas.

Overall, preventing loitering requires a combination of clear policies and communication, monitoring and enforcement, and environment design.



AMCO
JUL 12 2023

Business
The Green Anchor Logo
License # 35466

The text in the logo
is not official, but will
be the same wording.



AMCO
 JUL 12 2023

Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-03: Retail Marijuana Store

Why is this form needed?

This operating plan supplemental form is required for all applicants seeking a retail marijuana store license and must accompany **Form MJ-01: Marijuana Establishment Operating Plan**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 3** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of the statutes and regulations.

If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.315(2).

What additional information is required for retail stores?

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Prohibitions
- Signage and advertising
- Displays and sales
- Exit packaging and labeling
- Security
- Waste disposal

This form must be completed and submitted to AMCO's Anchorage office before any new or transfer application for a retail marijuana store license will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Green Anchor	MJ License #:	35466		
License Type:	Retail Marijuana Store				
Doing Business As:	The Green Anchor				
Premises Address:	34145 Chapman St				
City:	Anchor Point	State:	Alaska	ZIP:	99556



AMCO
JUL 13 2023

Section 2 – Overview of Operations

2.1. Provide an overview of your proposed facility's operations. Include information regarding the intake and flow of marijuana and marijuana product at your premises, and a description of what a standard customer visit to your establishment would entail:

The Green Anchor shall operate under the condition that a manager or designated employee arrives at the premises no later than 8:00 a.m., at least one hour prior to the opening time. The employee shall utilize the access code or key to unlock the entrance, secure the door from the inside, and deactivate the security alarm system. An initial inspection shall be conducted to ensure no product was left out, the till was emptied, and nothing appears out of place. Subsequently, the employee shall unlock the secure office door, perform a secondary inspection, and check the security camera system for accurate recording and no unknown alerts. The employee shall access the safe containing the marijuana products, verify the integrity of the products, and take inventory. The employee shall also retrieve the cash for the register, utilize the GreenBits POS system, and stock the marijuana products on the shelves and display cases. The employee may then unlock the door, turn on the open sign, and greet customers with a friendly welcome and request for identification. Illegal identification holders shall be asked to leave, and legal identification holders shall receive assistance from the in-house budtenders. A transaction shall take place at the checkout counter, and the employee will provide a receipt and purchase in a sealed legal container. At closing time, the employee shall secure the premises, ensure there are no customers, and perform a complete inventory check. The POS system shall be used to generate a daily sales report, checked for accuracy, and the cash register total shall be matched with the report. The money collected that day, along with the daily report and remaining cash, shall be placed in a locked safe with all marijuana products until the next business day. (Continued in additional space...)

Section 3 – Prohibitions

Review the requirements under 3 AAC 306.310.

3.1. Describe how you will ensure that the retail marijuana store will not sell, give, distribute, or deliver marijuana or marijuana product to a person who is under the influence of an alcoholic beverage, inhalant, or controlled substance:

Here are some measures that The Green Anchor can take to prevent such sales:
Train Employees: All employees of The Green Anchor will receive training on recognizing the signs of impairment and refusing to sell to someone who appears to be under the influence of alcohol or drugs.
Implement a Written Policy: The Green Anchor will have a written policy in place that outlines the procedures for identifying and refusing sales to individuals who appear to be under the influence.
...
(Continues on Additional space page)

3.2. I certify that the retail marijuana store will not:

Initials

- a. Sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product in a quantity exceeding the limit set out in 3 AAC 306.355;
- b. Sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the internet;
- c. Offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample;
- d. Offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation; or
- e. Allow a person to consume marijuana or a marijuana product on the licensed premises, except as allowed under 3 AAC 306.370.

He
He
He
He
He



Section 4 – Signage and Advertising

Review the requirements under 3 AAC 306.360 and 3 AAC 306.365. All licensed retail marijuana stores must meet minimum standards for signage and advertising.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

4.1. I understand and agree to follow the limitations regarding the number, placement, and size of signs on my proposed establishment, set forth in 3 AAC 306.360(a).

HO

4.2. The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage the sale of marijuana or marijuana products.

HO

4.3. All advertising for marijuana or marijuana product will contain the warnings required under 3 AAC 306.360(e).

HO

4.4. I understand and agree to post, in a conspicuous location visible to customers, the notification signs required under 3 AAC 306.365.

HO

4.5. I certify that no advertisement for marijuana or marijuana product will contain any statement or illustration that:

a. Is false or misleading;

HO

b. Promotes excessive consumption;

HO

c. Represents that the use of marijuana has curative or therapeutic effects;

HO

d. Depicts a person under the age of 21 consuming marijuana; or

HO

e. Includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana.

HO

4.6. I certify that no advertisement for marijuana or marijuana product will be placed:

a. Within 1,000 feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21;

HO

b. On or in a public transit vehicle or public transit shelter;

HO

c. On or in a publicly owned or operated property;

HO

d. Within 1,000 feet of a substance abuse or treatment facility; or

HO

e. On a campus for postsecondary education.

HO

Section 5 – Displays and Sales

5.1. Describe how marijuana and marijuana products at the retail marijuana store will be displayed and sold:

Packaging: All marijuana and marijuana products will be sold in child-resistant packaging that meets state and local regulations. The packaging will also include any required warning labels and information about the product's THC content.
Display: Products will be stored behind counters or in closed display cases, or in sealed containers on shelves behind the counter in the employee only area.
Quantity Limits: The State of Alaska and AMCO may impose quantity limits on the amount of marijuana or marijuana products that a customer can purchase in a single transaction or within a certain time period.

(continued on additional space page)



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 6 – Exit Packaging and Labeling

Review the requirements under 3 AAC 306.345.

6.1. Describe how the retail marijuana store will ensure that marijuana and marijuana products sold on its licensed premises will meet the packaging and labeling requirements set forth in 3 AAC 306.345(a):

The Green Anchor will take the following steps:

Stay informed about the packaging and labeling requirements: The Green Anchor and its employees will ensure that they are familiar with the specific requirements for packaging and labeling set forth in 3 AAC 306.345(a). The store can obtain this information from the Alaska Marijuana Control Office or consult with a legal professional.

Purchase compliant packaging: The Green Anchor will ensure that all marijuana and marijuana products sold on its licensed premises are packaged in a manner that is compliant with the regulations. This will involve purchasing packaging materials that are specifically designed to meet Alaska's requirements.

...

(continued on additional space page)

6.2. Provide a sample label that the retail marijuana store will use to meet the labeling requirements set forth in 3 AAC 306.345(b):

Provided is an example of what information a standard label should provide, and The Green Anchor will comply with these label requirements.

The Green Anchor
 License# 35466
 Product Name: Blue Dream Kush
 Net Weight: 3.5 grams (0.123 oz)
 THC Content: 18.5%
 CBD Content: 0.2%
 Strain Type: Hybrid
 Genetics: Blueberry x Haze
 Harvest Date: 2023-06-15
 Processed By: Green Leaf Cultivators
 Pesticide-Free: Yes
 Recommended Usage: Smoke, vaporize Keep Away from Children and Pets For Adult Use Only
 Batch Number: RMC123456789
 Manufacturing Date: 2023-06-18
 Expiration Date: 2024-06-18
 Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under the influence. There are health risks associated with consumption of marijuana. For use only by adults over the age of twenty-one and older, KEEP OUT OF REACH OF CHILDREN. Marijuana should not be used by women who are pregnant or breastfeeding.



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 7 - Security

Review the requirements under 3 AAC 306.350 and 3 AAC 306.720.

7.1. Describe the retail marijuana store's procedures for ensuring a form of valid photographic identification has been produced before selling marijuana or marijuana product to a person, as required by 3 AAC 306.350(a):

Train employees: The Green Anchor will provide training to its employees to ensure they understand the requirements for verifying identification and can recognize valid forms of photographic identification.
Post signs: The Green Anchor will post signs at the entrance and throughout the store that indicate that a valid form of photographic identification is required for purchase. This will help to ensure that customers are aware of the requirements before they make a purchase.
Verify the identification: Before selling marijuana or marijuana products to a customer, an employee of The Green Anchor will verify the customer's identification to ensure it is valid and meets the requirements set forth by the state. The identification should include a photograph, date of birth, and expiration date...(continued on additional section)...

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

7.2. The video surveillance and camera recording system for the licensed premises covers each point-of-sale area.

Handwritten initials in a box

Section 8 - Waste Disposal

Review the requirements under 3 AAC 306.740.

8.1. Describe how you will store, manage, and dispose of any marijuana waste, including expired marijuana or marijuana products, in compliance with any applicable laws. Include details about the material(s) you will mix with ground marijuana waste and the processes that you will use to make the marijuana waste unusable for any purpose for which it was grown or produced:

Storage: Marijuana waste will be stored in a secure location that is inaccessible to unauthorized individuals. The Green Anchor will use secure containers that are labeled and stored in a locked area, such as a safe or cabinet, to prevent theft or diversion. Accurate records will be kept of all marijuana waste produced and stored.
Management: The Green Anchor will manage marijuana waste in a manner that prevents it from being used for any purpose for which it was grown or produced. This may involve mixing ground marijuana waste with other materials to render it unusable.
The following are some options for mixing with ground marijuana waste:
Non-consumable food waste, such as oil or grounds or food scraps
Shredded paper or cardboard
Soap or other non-consumable substances
Disposal: The Green Anchor will dispose of marijuana waste according to Alaska state law. The following are some options for disposal:
Composting - mixing products such as expired flower into food scraps for composting.
Landfill - Marijuana waste can be disposed of in a landfill, provided it is mixed with other materials to make it unusable. (This will probably be the preferred method, and waste will be disposed of in a locked dumpster)
Incineration - Another option is to incinerate marijuana waste at a licensed facility. This method ensures that the waste is completely destroyed and cannot be used for any purpose.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Handwritten initials in a box

Handwritten name: Agnes Sven Olson
Printed name of licensee

Handwritten signature
Signature of licensee



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

(Additional Space as Needed):

2.1 Continued:

In regards to the intake and flow of marijuana on the premises, a list of requirements will be strictly adhered to in order to meet all compliance. Here is that list:

Marijuana establishments must receive all marijuana and marijuana products through a transporter licensed by the state of Alaska.

Marijuana must be transported in a secure and enclosed vehicle.

Transporters must maintain a log of all deliveries and pickups.

The log must include the date and time of the delivery or pickup, the name and license number of the sending and receiving licensee, and the type and quantity of marijuana being transported.

The receiving licensee must verify that the information in the log is accurate and sign the log.

Marijuana establishments must maintain accurate records of all marijuana and marijuana products received and sold.

The records must include the name and license number of the sending and receiving licensee, the date of the transaction, the type and quantity of marijuana and marijuana products, and the price.

Marijuana establishments must have a designated area for receiving and storing marijuana and marijuana products.

The area must be secure and access must be restricted to authorized employees.

Marijuana and marijuana products must be stored in a secure location that is not accessible to the public.

All marijuana and marijuana products must be labeled with the required information, including the name of the product, the amount of THC and CBD, and the name and license number of the marijuana establishment that produced or sold the product.

3.1 continued:

...Use Technology: Some retail marijuana stores use technology such as breathalyzers or other testing devices to determine if an individual is under the influence, and The Green Anchor could choose to use such devices if necessary.

Enforce Legal Requirements: The Green Anchor will follow all legal requirements related to the sale of marijuana, including verifying the age of customers and checking for valid identification.

Monitor Customer Behavior: Employees of The Green Anchor will monitor customer behavior and be on the lookout for signs of impairment, such as slurred speech, difficulty standing or walking, or impaired coordination.

5.1 continued:

...For flower: Adults 21 years and older can purchase up to 1 ounce (28 grams) of marijuana flower per transaction. Adults can possess up to 1 ounce (28 grams) of marijuana flower in public.

For concentrate: Adults 21 years and older can purchase up to 5 grams of marijuana concentrate per transaction. Adults can possess up to 5 grams of marijuana concentrate in public.

For edibles: Adults 21 years and older can purchase up to 5 grams of marijuana edibles per transaction. Adults can possess up to 5 grams of marijuana edibles in public.

Age Verification: The Green Anchor will verify the age of all customers to ensure that they are of legal age to purchase marijuana or marijuana products. This will involve checking identification, such as a driver's license or state ID.

Record-Keeping: The Green Anchor will be required to maintain detailed records of all marijuana and marijuana product sales, including the type and amount of product sold, the price, and the date and time of the sale.

6.1 continued:

...Label products correctly: The Green Anchor will ensure that all marijuana and marijuana products sold on its licensed premises are labeled correctly. This will involve including information such as the product name, THC content, weight, and any applicable warning labels.

Maintain accurate records: The Green Anchor will maintain accurate records of all packaging and labeling activities, including the date and time of packaging, the type of product packaged, and the specific labeling used.

Train employees: The Green Anchor will train its employees on the requirements for packaging and labeling to ensure that they understand the regulations and are able to comply with them.

By taking these steps, The Green Anchor can ensure that all marijuana and marijuana products sold on its licensed premises meet the packaging and labeling requirements set forth in 3 AAC 306.345(a). This can help to ensure compliance with state regulations and promote the safe and responsible use of marijuana products.

7.1 continued:

Document the sale: The Green Anchor will maintain records of all sales, including the identification presented by the customer. This documentation will help to demonstrate compliance with the regulations in the event of an inspection or audit.

Refuse sales to customers without valid identification: If a customer is unable to produce a valid form of photographic identification, The Green Anchor will refuse the sale. This can help to ensure that the store is in compliance with state regulations and avoid potential legal and financial consequences.

By following these procedures, The Green Anchor can ensure compliance with the requirement of 3 AAC 306.350(a) that a valid form of photographic identification is produced before selling marijuana or marijuana products to a person.



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

Why is this form needed?

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by posting a true copy of the application for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be completed and submitted to AMCO's Anchorage office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Green Anchor	License Number:	35466		
License Type:	Retail Marijuana Store				
Doing Business As:	The Green Anchor				
Premises Address:	34145 Chapman Street				
City:	Anchor Point	State:	AK	ZIP:	99556

Section 2 – Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 10-27-2023 End Date: 11-10-2023

Other conspicuous location: Homer City Hall

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Homer Sven Olson Digitally signed by Homer Sven Olson
Date: 2023.11.10 17:33:39 -09'00'

Signature of licensee
Homer Sven Olson

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 6/7/27

Printed name of licensee
MICHAEL FERRETE
Notary Public
State of Alaska
My Commission Expires Jun 7, 2027

Subscribed and sworn to before me this 13th day of November, 2023.





AMCO
JUL 12 2023

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board
Form MJ-08: Local Government Notice

Why is this form needed?

A local government notice is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

This form must be completed and submitted to AMCO's Anchorage office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Green Anchor	License Number:	35466		
License Type:	Retail Marijuana Store				
Doing Business As:	The Green Anchor				
Premises Address:	34145 Chapman St				
City:	Anchor Point	State:	AK	ZIP:	99556

Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): KPB Date Submitted: 6/9/2023

Name/Title of LG Official 1: Brittney Flory / Admin Assistant Name/Title of LG Official 2: _____

Community Council: _____ Date Submitted: _____
(Municipality of Anchorage and Matanuska-Susitna Borough only)

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right: Initials

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

HO

Homer S Olson
Printed name of licensee

[Signature]
Signature of licensee

MARIJUANA RETAIL STORE LEASE AGREEMENT

This Marijuana Retail Store Lease Agreement (the "Lease") is entered into within thirty days of AMCO approval, by and between:

Landlord:

Keith Andrew Nelson
33829 Birch Street
Anchor Point Alaska 99556

Tenant:

The Green Anchor
Owners: Keith Andrew Nelson, Homer Sven Olson
34145 Chapman St
Anchor Point Alaska 99556

1. PROPERTY

The Landlord agrees to lease the following commercial property to the Tenant for the purpose of operating a marijuana retail store:

Property Address:
34145 Chapman St

2. TERM

The lease term will commence within thirty days of AMCO approval, and continue for an initial period of 20 years with a 20 year option. The Tenant or Landlord may have the option to renew the lease under mutually agreeable terms.

3. RENT

The monthly rent for the property is \$3500.00 dollars, three thousand and five hundred dollars, payable on the 25th of each month.

4. COMPLIANCE WITH LAWS AND REGULATIONS

The Tenant agrees to comply with all federal, state, and local laws and regulations pertaining to the operation of a marijuana retail store, including but not limited to licensing requirements and restrictions.

RECEIVED
NOV 15 2023

RECEIVED
NOV 15 2023

2. HANDLING OF MARIJUANA PRODUCTS

If a default occurs, the Landlord shall not take physical possession or ownership of any marijuana products located on the leased premises. Instead, the Landlord agrees to promptly notify the Alaska Marijuana Control Office (AMCO) and provide relevant information regarding the default and the presence of marijuana products on the premises.

3. AMCO NOTIFICATION

Upon notification, the Landlord will inform AMCO of the default and cooperate fully with any instructions provided by AMCO regarding the proper handling, disposal, or transfer of the marijuana products in accordance with applicable laws and regulations.

4. LANDLORD'S LIABILITY

The Landlord shall not be held liable for the Tenant's default, and the Tenants remain solely responsible for any consequences arising from the default, including any actions taken by AMCO.

LANDLORD:
Rebecca A. Nelson *[Signature]*

Date: 11-29-23

TENANTS:
Homer Glen Alan Wines *[Signature]*

Date: 11-29-23

RECEIVED
NOV 15 2023



Kenai Peninsula Borough, Alaska

Assessing Department

AMCO
JUL 12 2023

[Go Back](#) [Property Search](#) [Print Report](#) [Property Taxes](#)

Property Owner: NELSON KEITH A PO BOX 785 ANCHOR POINT AK 99556-0785	Property ID Address Transfer Date	16905063 34145 CHAPMAN ST 9/9/2019
Change of Address	Document / Book Page	20190026350
Owner(s)	Acreage	1.1000
	Tax Authority Group	68 - WESTERN EMERGENCY SVS

Description

T 5S R 15W SEC 4 Seward Meridian HM 0830120 S J CHAPMAN SUB NO 10 LOT 18A

**2023 VALUES ARE NOT CERTIFIED AND ARE SUBJECT TO APPEAL
CERTIFIED VALUES FOR 2023 WILL NOT BE AVAILABLE UNTIL JUNE 1, 2023**

Year	2023	2022	2021	2020	2019	2018	2017	2016	2015
Reason	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification
Land Assd	\$26,100	\$16,700	\$16,200	\$16,200	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000
Imp Assd	\$98,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Assd	\$125,000	\$16,700	\$16,200	\$16,200	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000

ROI

Type
Occupancy
Roof Structure
Roof Cover
Heating
Stories
Bathrooms
Exterior Wall
Interior Wall

1 L LOG
Single family
Gable
Metal
Radlant - floor
1.00
1
Log rustic
Normal for Class

AMCO Received 7.13.2023

R01 - Extension Details

Address 34145 CHAPMAN ST
 Type 1 L LOG
 Grade A-
 Year Built 2022
 Value \$94,700

Scale 5 ft
 01 02



Attributes

Story	Attribute	Value
	Type	1 L LOG
	Occupancy	Single family
	Roof Structure	Gable
	Roof Cover	Metal
	Heating	Radiant - Floor
	Stories	1.00
	Bathrooms	1
1	Exterior Wall	Log rustic
1	Interior Wall	Normal for Class
1	Extension Placement	Back Allowance

Floor Areas

Code	Description	Gross	Finished	Construction
LJ	Floor Level	900	900	Mixed frame
	Total	900	900	

Exterior Features

Code	Description	Size	Construction
RFX	Water/Sealcoating	120	

Improvements

Code	Year	Blkg	Length	Width	Units	Unit Type	Value
DRIVE	2000	R01	16.00	16.00	1	IT	2,000
SHEDGP	2020	R01	16.00	16.00	256	SF	2,200

Land Details

Primary Use	Land Type	Area	EFF Footage	EFF Depth	Land Value
	Residential Rec/Plas. F	0.2500	0.00	0.00	\$35,100



Kenai Peninsula Borough

Assessing Department
144 N. Binkley Street
Soldotna AK 99669

Apr 23 2023 11:23AM

General Information

NEELSON BEITH A PO BOX 765 ANCHORAGE, AK 99504-0765	Property ID 15505063 Address 341 45 CHAPMAN ST Document / Book Page 20190026350 Acres 1.1000
--	---

Owners

Property ID	Display Name	Address
15505063	NEELSON BEITH A	PO BOX 765

Legal Description

Description
T 5S R 15W SEC 4 Seward Meridian FM 0630120 S 1 CHAPMAN SUB NO 10 LOT 18A

Value History

Year	Reason	Assessment		
		Land	Structures	Total
2023	Main Roll Certification	\$25,000	\$0	\$25,000
2022	Main Roll Certification	\$16,700	\$0	\$16,700
2021	Main Roll Certification	\$16,200	\$0	\$16,200
2020	Main Roll Certification	\$21,000	\$0	\$21,000
2019	Main Roll Certification	\$21,000	\$0	\$21,000
2018	Main Roll Certification	\$21,000	\$0	\$21,000
2017	Main Roll Certification	\$21,000	\$0	\$21,000
2016	Main Roll Certification	\$21,000	\$0	\$21,000
2015	Main Roll Certification	\$21,000	\$0	\$21,000
2014	Main Roll Certification	\$21,000	\$0	\$21,000
2013	Main Roll Certification	\$21,000	\$0	\$21,000
2012	Main Roll Certification	\$14,000	\$0	\$14,000
2011	Main Roll Certification	\$14,000	\$0	\$14,000
2010	Main Roll Certification	\$14,000	\$0	\$14,000
2009	Main Roll Certification	\$14,000	\$0	\$14,000
2008	Main Roll Certification	\$11,200	\$0	\$11,200
2007	Main Roll Certification	\$11,200	\$0	\$11,200
2006	Main Roll Certification	\$11,200	\$0	\$11,200
2005	Main Roll Certification	\$9,300	\$0	\$9,300
2004	Main Roll Certification	\$9,300	\$0	\$9,300
2003	Main Roll Certification	\$9,300	\$0	\$9,300
2002	Main Roll Certification	\$9,300	\$0	\$9,300
2001	Main Roll Certification	\$9,300	\$0	\$9,300

General Info

Property Owner:
 NELSON KEITH A
 PO BOX 785
 ANCHOR POINT AK 99556-0785

- Change of Address
- Owner(s)

Property ID	16905063
Address	34145 CHAPMAN ST
Transfer Date	9/9/2019
Document / Book Page	20190026350
Acreage	1.1000
Tax Authority Group	68 - WESTERN EMERGENCY SVS

Legal Description

Description

5S R 15W SEC 4 Seward Meridian HM 0830120 S J CHAPMAN SUB NO 10 LOT 18A

Disclaimer

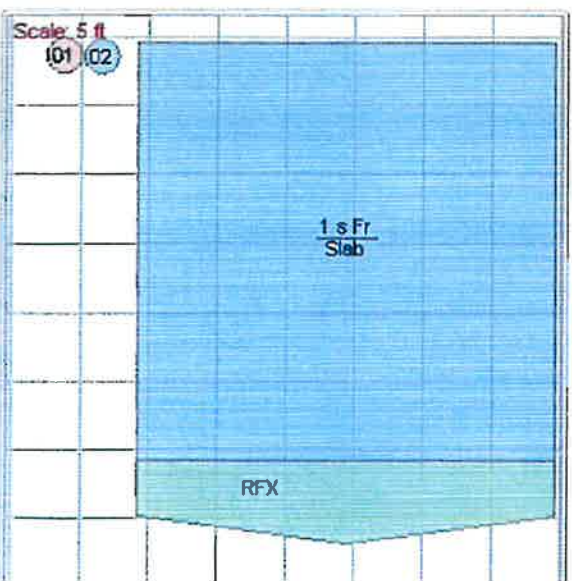
**2023 VALUES ARE NOT CERTIFIED AND ARE SUBJECT TO APPEAL
 CERTIFIED VALUES FOR 2023 WILL NOT BE AVAILABLE UNTIL JUNE 1, 2023**

Value History

Year	2023	2022	2021	2020	2019	2018	2017	2016	2015
Reason	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification	Main Roll Certification
Land Assd	\$26,100	\$16,700	\$16,200	\$16,200	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000
Imp Assd	\$98,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Assd	\$125,000	\$16,700	\$16,200	\$16,200	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000

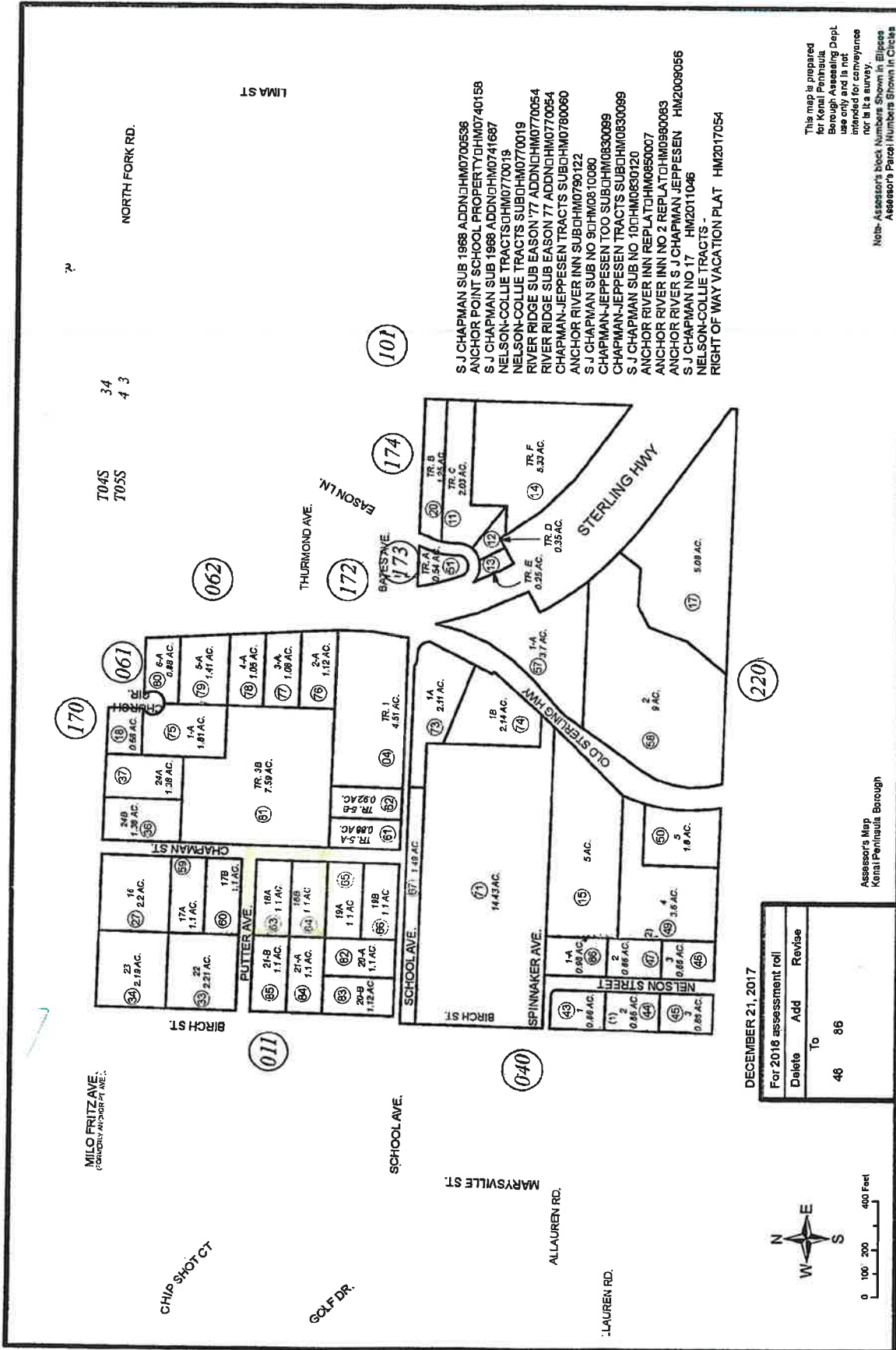
Extension Details

R01



Attributes			Floor Areas			Exterior Features		
Story ↑	Attribute	Detail						
	Type	1 L LOG						
	Occupancy	Single family						
	Roof Structure	Gable						
	Roof Cover	Metal						
	Heating	Radiant - floor						
	Stories	1.00						
	Bathrooms	1						
1	Exterior Wall	Log rustic						
1	Interior Wall	Normal for Class						
1	Interior Flooring	Base Allowance						

AMCO Received 7.13.2023



This map is prepared for Kenal Peninsula Borough Assessing Dept. use only and is not intended for conveyance nor is it a survey.

Note: Assessor's block Numbers Shown in Ellipses Assessor's Parcel Numbers Shown in Circles

S J CHAPMAN SUB 1968 ADDN CHM0700536
 ANCHOR POINT SCHOOL PROPERTY CHM0740158
 S J CHAPMAN SUB 1968 ADDN CHM0741687
 NELSON-COLLIE TRACTS CHM0700119
 NELSON-COLLIE TRACTS SUBD CHM0770019
 RIVER RIDGE SUB EASON 77 ADDN CHM0770054
 RIVER RIDGE SUB EASON 77 ADDN CHM0770054
 CHAPMAN-JEPPESEN TRACTS SUBD CHM0760060
 ANCHOR RIVER INN SUBD CHM0790122
 S J CHAPMAN SUB NO 90 CHM0810080
 CHAPMAN-JEPPESEN TOO SUBD CHM0830099
 CHAPMAN-JEPPESEN TRACTS SUBD CHM0830099
 S J CHAPMAN SUB NO 10 CHM0830120
 ANCHOR RIVER INN REPLAT CHM0850007
 ANCHOR RIVER INN NO 2 REPLAT CHM0850083
 S J CHAPMAN NO 17 - CHM2011046
 NELSON-COLLIE TRACTS -
 RIGHT OF WAY VACATION PLAT - CHM2017054

AMCO Received 7.13.2023

PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA,
STATE OF ALASKA

} SS:

Cara Hall being first duly sworn, on oath deposes and says:
That I am and was at all times here in this affidavit mentions,
Supervisor of Legals of the Sound Publishing / Homer News, a
newspaper of general circulation and published at Kenai, Alaska, that
the advertisement, a printed copy of which is hereto annexed was
published in said paper on the dates listed below:

Marijuana License Application
November 2, 2023
November 9, 2023
November 16, 2023



SUBSCRIBED AND SWORN before me on this

20th day of NOV, 2023.



NOTARY PUBLIC in favor for the State of Alaska.

My commission expires Oct. 19, 2027

NOTARY PUBLIC
DONNA K SCHRADER
STATE OF ALASKA
My Commission Expires October 19, 2027

MARIJUANA LICENSE APPLICATION

Homer Sven Olson, Keith Andrew Nelson are applying under 3 AAC 306.300 for a new Retail Marijuana Store license, license #35466, doing business as The Green Anchor, located at 34145 Chapman St, Anchor Point, AK, 99556, UNITED STATES.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and application information will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

Pub. Nov. 2, 9 & 16, 2023 986622

RECEIVED
NOV 25 2023

PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA,
STATE OF ALASKA

}
SS:

Cara Hall being first duly sworn, on oath deposes and says:
That I am and was at all times here in this affidavit mentions,
Supervisor of Legals of the Sound Publishing / Homer News, a
newspaper of general circulation and published at Kenai, Alaska, that
the advertisement, a printed copy of which is hereto annexed was
published in said paper on the dates listed below:

Marijuana License Application
November 2, 2023
November 9, 2023
November 16, 2023



SUBSCRIBED AND SWORN before me on this

20TH day of NOV, 2023.



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DONNA K SCHRADER
STATE OF ALASKA
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Pub: Nov. 2, 9 & 16, 2023 986622

RECEIVED

NOV 25 2023



AMCO
JUL 12 2023

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board Form MJ-02: Premises Diagram

Why is this form needed?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). **All areas designated as the licensed premises of a single license must be contiguous. All diagrams must have the licensed premises area labeled, and outlined or shaded as appropriate.**

What must be submitted with this form?

Applicants must attach multiple diagrams to this form, including (as applicable):

- **Diagram 1:**
A diagram showing only the licensed premises areas that will be ready to be operational at the time of your preliminary inspection and license issuance;
- **Diagram 2:**
If different than Diagram 1, a diagram outlining all areas for which the licensee has legal right of possession (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises (details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change must be submitted and approved before any planned expansion area may be added to the licensed premises);
- **Diagram 3:**
A site plan or as-built of the entire lot, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;
- **Diagram 4:**
An aerial photo of the entire lot and surrounding lots, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (this can be obtained from sources like Google Earth); and
- **Diagram 5:**
A diagram of the entire building in which the licensed premises is located, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises).

This form, and all necessary diagrams that meet the requirements on Page 2 of this form, must be completed and submitted to AMCO's Anchorage office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Green Anchor	MJ License #:	35466		
License Type:	Retail Marijuana Store				
Doing Business As:	The Green Anchor				
Premises Address:	34145 Chapman St				
City:	Anchor Point	State:	Alaska	ZIP:	99556



Alaska Marijuana Control Board
Form MJ-02: Premises Diagram

Section 2 – Required Information

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices. Items marked with a double asterisks (**) are only required for those retail marijuana establishments that are also applying for an onsite consumption endorsement.

The following details must be included in all diagrams:

- License number and DBA
- Legend or key
- Color coding
- Licensed Premises Area Labeled and Shaded, or Outlined as appropriate
- Dimensions
- Labels
- True north arrow

AMCO
 JUL 12 2023

The following additional details must be included in Diagram 1:

- Surveillance room
- Restricted access areas
- Storage areas
- Entrances, exits, and windows
- Walls, partitions, and counters
- Any other areas that must be labeled for specific license or endorsement types
- ** Serving area(s)
- **Employee monitoring area(s)
- **Ventilation exhaust points, if applicable

The following additional details must be included in Diagram 2:

- Areas of ingress and egress
- Entrances and exits
- Walls and partitions

The following additional details must be included in Diagrams 3 and 4:

- Areas of ingress and egress
- Cross streets and points of reference

The following additional details must be included in Diagram 5:

- Areas of ingress and egress
- Entrances and exits
- Walls and partitions
- Cross streets and points of reference

Initial:

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Homer S Olson

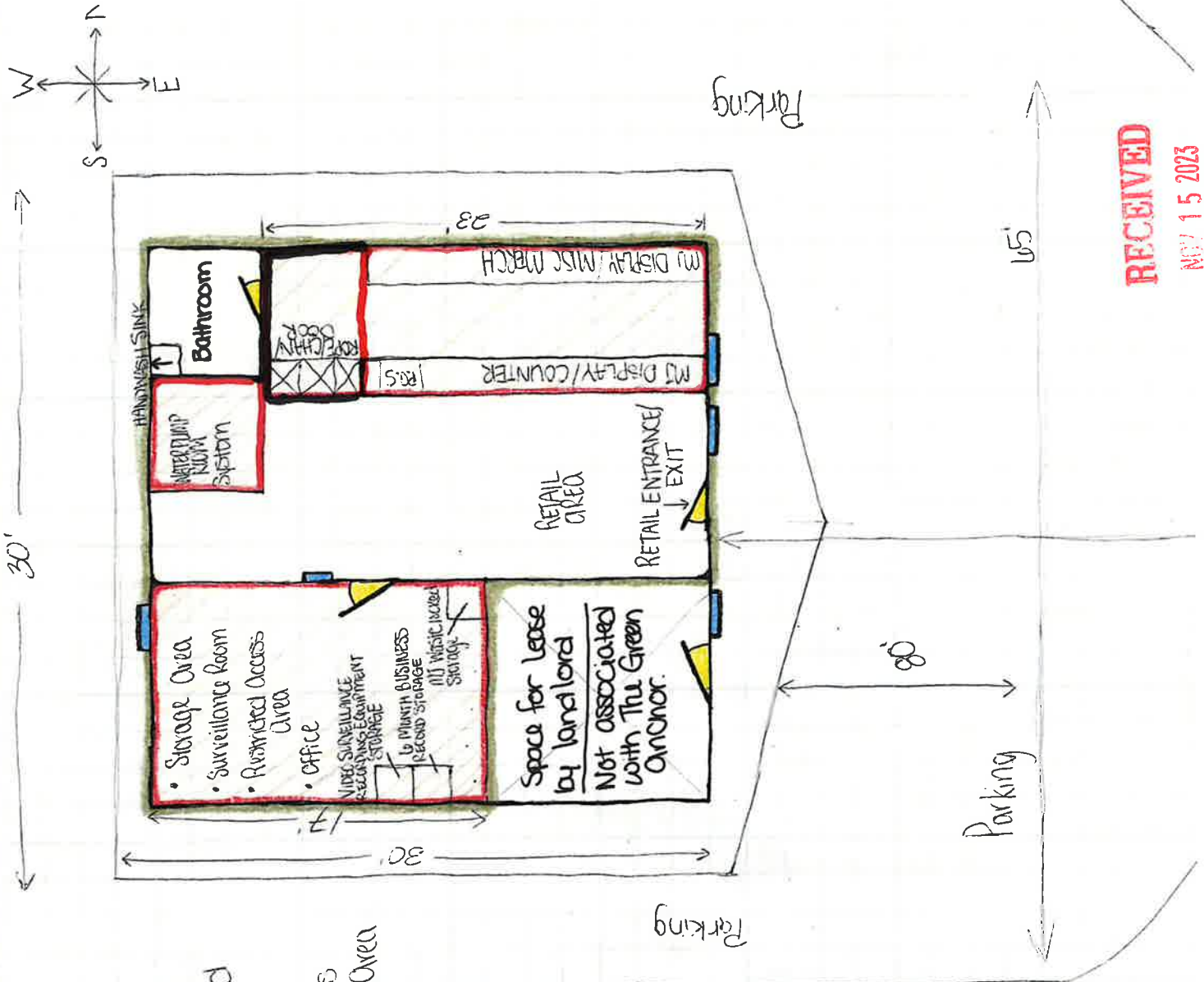
Homer Olson

Printed name of licensee

Signature of licensee


RECEIVED

NOV 15 2023



DBA:
 * The Green Anchor
 * License # 354166
 * Diagrams 1, 2, 3, 4, 5

 Proposed Licensed Premises

 Restricted Access Marijuana Storage Area

 Doors

 Windows

KEY:

DBA - The Green Andor

Andor - PT. AK 99556

i.e. # 35466

Personal Cabin
owned By Prop.
owners Karl &
Netson

Approx 240'

West →

← Driveway to Stce →

Chapman St

North →

JUL 12 2023
AMCO

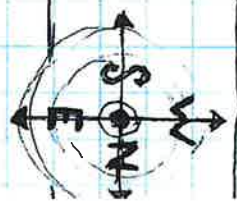
AMCO Received 7.13.2023

CHAPMAN STREET

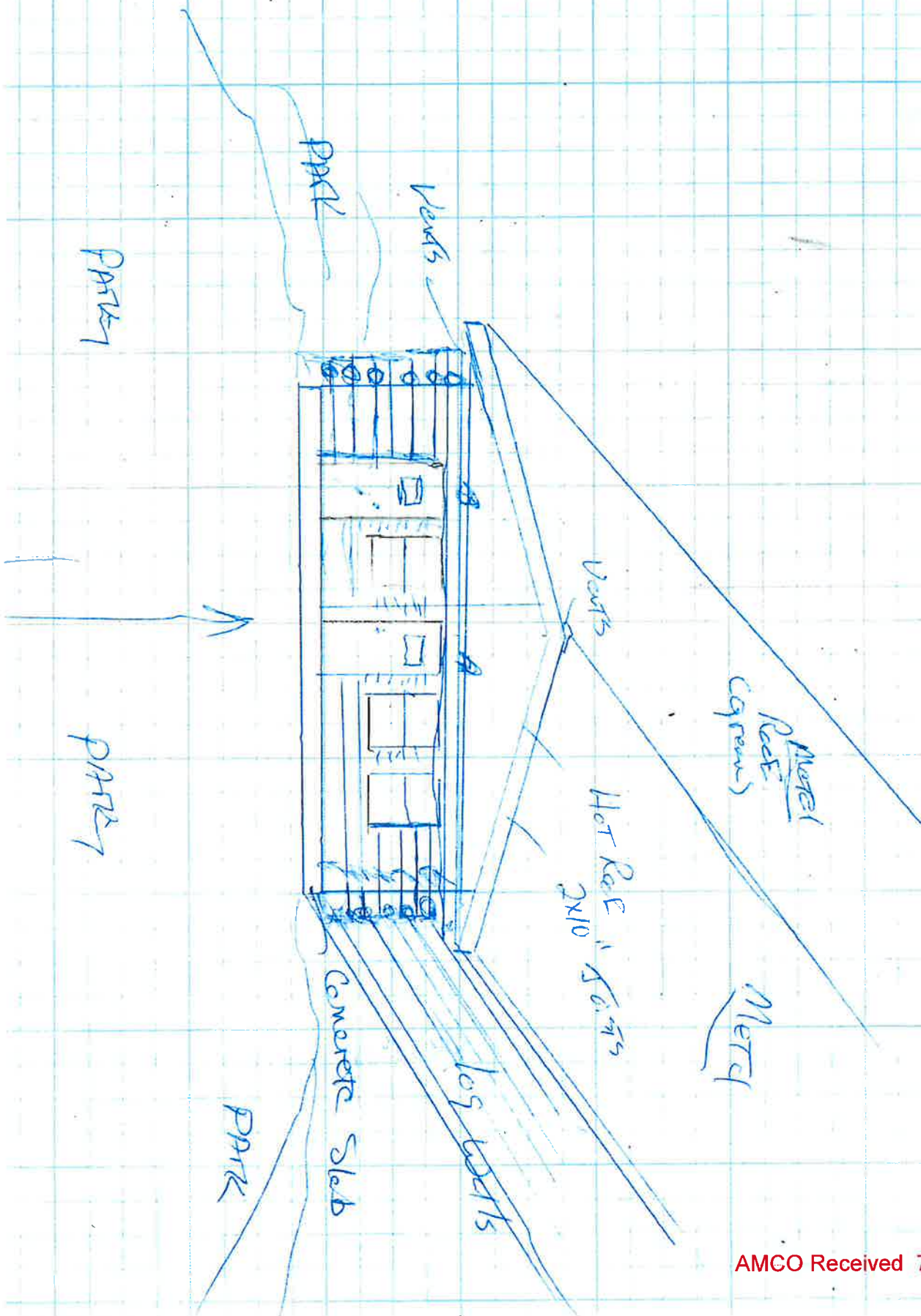
← APPROX. 240' →

12'

← Drive Way to Store →
— Dirt Road —



AMCO Received 7.13.2023



AMCO Received 7.13.2023



Diagram 4

The Green Anchor

License # 35466

AMCO
JUL 12 2023



Proposed Licensed Premises
Right to Possession

AMCO Received 7.13.2023



THE STATE
of **ALASKA**
GOVERNOR MICHAEL I. DUNLEAVY

Department of Environmental
Conservation

DIVISION OF ENVIRONMENTAL HEALTH
Food Safety and Sanitation Program

43335 Kalifornsky Beach Road, Suite 11
Soldotna, Alaska 99669-9792
Main: 907.262.3408
Fax: 907.262.2294

AMCO

JUL 12 2023

July 06, 2023

Homer Sven Olson
The Green Anchor
34145 Chapman Street
Anchor Point, AK 99556

Subject: DEC Food Establishment Permit Not Required

Dear Mr. Olson,

Thank you for your recent application for a permit from the Department of Environmental Conservation's Food Safety and Sanitation program. This letter is to inform you that the marijuana establishment you have described in your application does not require a permit under the Alaska Food Code (18 AAC 31) since your plan is to sell only prepackaged, non-potentially hazardous food (18 AAC 31.012(c)(1)).

Non-potentially hazardous foods are foods that do not support the growth of dangerous bacteria because of their water activity, pH or a combination of the two. A good method to determine whether a food is non-potentially hazardous is whether it requires refrigeration to keep it safe or preserve it. If it does not require refrigeration, it is most likely non-potentially hazardous. If you are unsure about the safety of a product and whether it requires temperature control be sure to contact the Food Safety and Sanitation Program for more information.

Please be aware that if you change the type of food that you sell at your establishment to include foods that are potentially hazardous, you will be required to submit a plan of your operations and apply for a food establishment permit.

Sincerely,

Heidi Isernhagen
ADEC
Food Safety and Sanitation
43335 Kalifornsky Beach Rd, Suite 11
Soldotna, AK 99669
(907) 262-3416 phone
(907) 262-2294 fax
heidi.isernhagen@alaska.gov

AMCO Received 7.13.2023

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

The Green Anchor

64615 Star Ct, Homer, AK 99603

owned by

Keith Andrew Nelson; Homer Sven Olson

is licensed by the department to conduct business for the period

October 26, 2023 to December 31, 2025
for the following line(s) of business:

44-45 - Retail Trade



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.

Julie Sande
Commissioner

RECEIVED

NOV 15 2023



THE STATE
of **ALASKA**

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: businesslicense@alaska.gov
Website: businesslicense.alaska.gov

BUS

FOR DIVISION USE ONLY

New Business License

Business Name: The Green Anchor

Line of Businesses

Line of Business: 44-45 - Retail Trade

NAICS Code: 459999 - ALL OTHER MISCELLANEOUS RETAILERS

Addresses

Mailing Address: 64615 Star Ct, Homer, AK 99603

Physical Address: 64615 Star Ct, Homer, AK 99603

Phone

Phone Number: 9077561690

Owners

Owner Name: Homer Sven Olson

Date of Birth: 4/3/1994

Owner Name: Keith Andrew Nelson

Date of Birth: 2/27/1964

Applicant Information

Name: Homer Olson

Title: Owner

RECEIVED
NOV 15 2023



AMCO
JUL 12 2023

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Why is this form needed?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's Anchorage office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	The Green Anchor	License Number:	35466		
License Type:	Retail Marijuana Store				
Doing Business As:	The Green Anchor				
Premises Address:	34145 Chapman St				
City:	Anchor Point	State:	AK	ZIP:	99556

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Keith Andrew Nelson				
Title:	Partner				
SSN:	██████████	Date of Birth:	██████████		



AMCO
JUL 12 2023

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board
Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

You must be able to certify the statements below. Read the following and then sign your initials in the boxes to the right: **Initials**

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for. KW

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040. KW

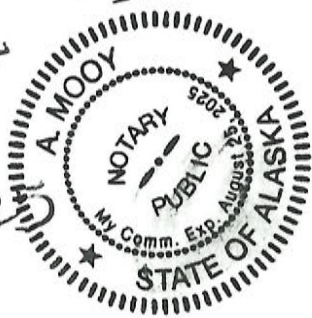
I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. KW

The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification. KW

Keefe Nelson 6.8.23 [Signature]
Printed name of licensee Signature of licensee

Alisa Mooy
Notary Public
Com Exp 8.25.23





Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

AMCO
 JUL 12 2023

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

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License Type:	Retail Marijuana Store				
Doing Business As:	The Green Anchor				
Premises Address:	34145 Chapman St				
City:	Anchor Point	State:	AK	ZIP:	99556

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Homer S Olson				
Title:	Partner				
SSN:	██████████	Date of Birth:	██████████		



AMCO
JUL 12 2023

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

260

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

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I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

fo

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

fo

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

fo

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fo

~~Home~~ Homer Sven Olson

[Handwritten Signature]


Printed name of licensee

Signature of licensee

Kenai Peninsula Borough
Office of the Borough Mayor

MEMORANDUM

TO: Brent Johnson, Assembly President
Members of the Borough Assembly

FROM: Peter A. Micciche, Borough Mayor 

DATE: March 19, 2024

RE: Appointment to the Bear Creek Fire Service Area Board

In accordance with KPB16.28.020 and 16.28.070, appointments to the Kenai Peninsula Bear Creek Fire Service Area Board are recommended by the Borough Mayor and confirmed by the Borough Assembly. The applicant listed below is a registered voter and resides within the area to be represented. Attached for your review is the appointment request.

Appointment
Adam Sayler

Board Seat
E

Term Expires
October 2026

Kenai Peninsula Borough
Office of the Borough Clerk

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor *PAM*
FROM: Michele Turner, Borough Clerk *(MT)*
DATE: March 5, 2024
RE: Service Area Board Application for Appointment

A notice of vacancy for the Bear Creek Fire Service Area Seat E was advertised on January 25, 2024. The application period closed on February 15, 2024.

In accordance with KPB 16.28.020 and 16.28.070, the applicants listed below have been verified as residents and qualified voters of the service area.

The application listed below was filed timely.

Bear Creek Fire Service Area

Seat E Adam Sayler

PLEASE APPOINT

The application listed below was filed after the application period closed.

Seat E Mark L. Beals

LATE SUBMISSION

Thank you.

Kenai Peninsula Borough

Office of the Borough Clerk

Service Area Board Application Submitted 2024-01-25 11:45:07

Service Area: Bear Creek Fire, Seat E (Term Expires 10/2026)

Applicant Name	Daytime Phone
Adam Sayler	7858215119
Email	Date of Birth
missionmindedconsulting@gmail.com	██████████
Physical Residence Address	Mailing Address
14550 Rainforest Circle St. John, AK 99664	,
SS #	Voter #
I have been a Resident of the Kenai Peninsula Borough for:	I have been a Resident of the selected Service Area for:
3 years, 6 months	1 years, 3 months
What knowledge, experience, or expertise will you bring to this board?	
20 years of Emergency Service Experience in the Fire Service and Law Enforcement.	

Kenai Peninsula Borough

Office of the Borough Clerk

Service Area Board Application Submitted 2024-03-04 11:19:59

Service Area: Bear Creek Fire, Seat E (Term Expires 10/2026)

Applicant Name	Daytime Phone
Mark L. Beals	9073621213
Email	Date of Birth
flightandfire@live.com	██████████
Physical Residence Address	Mailing Address
33976 Orlander Ave Seward, Alaska 99664	P.O. Box 33 Seward, Alaska 99664-0033
SS #	Voter #
	██████████
I have been a Resident of the Kenai Peninsula Borough for:	I have been a Resident of the selected Service Area for:
49 years, 0 months	15 years, 0 months
What knowledge, experience, or expertise will you bring to this board?	
I believe that I have the emergency services and medical experience needed to assist the service area with their long-term and strategic planning for the future for the residence and visitors to the community.	

June 8, 2023

Mark L. Beals RN/EMT CEN, CFRN
P.O. Box 33
Seward, Alaska 99664

Andrew Cherland, RN DON
Providence Seward Medical Center
417 First Ave
Seward, Alaska 99664

Dear Mr. Cherland

Please find enclosed my resume and application for the position of a Part-Time Nursing Educator with Providence Seward Medical Center

I have been involved with Emergency Care and Education for 40 plus years and with my experience in Seward as an RN, Supervisor and Flight Nurse receiving patient I feel I would be a great fit for this position.

My education and experience in emergency, critical care and education make me an ideal candidate for the position in Seward.

I look forward to an opportunity with Providence Seward Medical Center.

Sincerely,

Mark L. Beals, RN/EMT

Mark L. Beals, RN/EMT-I CEN CFRN
P.O. Box 33
Seward, Alaska 99664
(907) 362-1213

Work History:

LifeMed Alaska, LifeMed Alaska LLC May 2008 to present.
Position: Critical Care Flight Nurse Currently Pool Effective May 2023
Duties: Responsible for planning, administering and documenting patient care in the hospital and out of hospital environment including rotor wing, fixed wing and ground ambulance. Proficient in Neonatal, Obstetrics, Pediatric, and Adult emergency and critical care.

- Past Safety Council Co-Chair & committee member
- Clinical Practice Committee Member
- Started "Stop the Bleed" program on the Kenia Peninsula
- Preceptor for new staff orientation
- Past Soldotna Base Chief.

Life Guard Alaska, Providence Health and Services Alaska June 1994 to May 2008
Position: Critical Care Flight Nurse
Duties: Responsible for planning, administering and documenting patient care in the hospital and out of hospital environment including rotor wing, fixed wing and ground ambulance.

- Served on Interview committee and Preceptor for new staff.
- Instructor for Life Guard and Providence Alaska Learning Institute in Basic Life Support, Advanced Life Support and Emergency Medical Technician. Served on education committee.

Providence Seward Medical Center June 1996 to 2021
Position: Clinical supervisor over Emergency, Inpatient and Clinic Nursing Services and then a staff Nurse when became a FlightNurse.
Duties: Supervised nursing staff through the day-to-day operation of a 4 bed Emergency Department, 4 bed in-patient Hospital setting and a family practice Out-patient clinic.

- Management included budgeting, scheduling, hiring of new staff, performance reviews, development of policy and procedures, procurement of state-of-the-art medical supplies and equipment.

Alaska Vocational Technical Center –Seward, Alaska 1990's
Position: Part-Time Instructor in the Emergency Services Department
Duties:

- Provided Emergency Medical Instruction (EMT) to remote oilfield workers, Mariners and First Aid/CPR to employes of the fishing fleet.
- State of Alaska Certified EMS Instructor.
- United States Coast Guard approved EMS Instructor.

Mark L. Beals, RN/EMT CEN CFRN

Seward General Hospital August 1982 to June 1996
Position: Staff Nurse

Duties: Clinical nursing for a small community hospital offering
Emergency, Inpatient, Obstetrical and limited Surgical Service.

Volunteer Services:

Bear Creek Fire Service Area, Kenai Peninsula Borough 1980 to 2013

Position: Fire Chief

Duties: Responsible for management of Fire/Rescue & EMS with an ISO rating of 6 within the Bear Creek fire service area.

- o Built a new \$6.5 million Fire Station
- o Supervise 2 part time staff position and 28 volunteers
- o Submitted and received several state and federal grants for communication, fire/EMS equipment and New Station.
- o Co-ordinate training and education for volunteers.
- o Public education on fire prevention, visiting schools, including programs providing free smoke and carbon monoxide monitors.

Seward Volunteer Ambulance Corps 1978 to Present

Position: Volunteer EMT

Duties: I started as a member in High School and obtained my EMT-I and progressed to EMT-III providing care to the residents and visitors.

Professional Organizations:

Emergency Nurses Association

Alaska Land Mobile Radio (ALMR) User Council, Primary Representatives for Central Region, State of Alaska - Past Member

Kenai Peninsula Emergency Medical Services Council – Registered Agent

Kenai Peninsula Fire Chiefs Association – Past Member

Alaska Fire Chiefs Association – Past Member

Past Member and Chairman for 2 years – Southern Region EMS Council Inc.

Licenses and Certification:

Licensure as a Registered Nurse by the Alaska Board of Registered Nursing.

Board Certified in Emergency (CEN) and Flight Nursing (CFRN).

Hold provider certification in the following; BLS, ACLS, PALS, NRP, STABLE ENPC, TNCC and EMT-I.

Education History:

Keiser University Associate of Arts in Fire Science May 2013

Anchorage Comm College Associate of Arts in Nursing Science May 1981

Northwest Nazarene College Pre-requisite Nursing Education 1978- 1979

Introduced by:	Ecklund
Date:	01/03/23
Action:	Tabled
Vote:	9 Yes, 0 No, 0 Absent
Date:	09/19/23
Action:	Removed from the Table
Vote:	9 Yes, 0 No, 0 Absent
Date:	09/19/23
Action:	Postponed to 10/24/23
Vote:	9 Yes, 0 No, 0 Absent
Date:	10/24/23
Action:	Tabled
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2023-005**

**A RESOLUTION OF INTENT BY THE KENAI PENINSULA BOROUGH ASSEMBLY
ESTABLISHING THAT FINANCING OF ENERGY AND RESILIENCE
IMPROVEMENT PROJECTS THROUGH ASSESSMENTS SERVES A VALID PUBLIC
PURPOSE AND RELATED MATTERS (PACER PROGRAM)**

WHEREAS, the Alaska State Legislature enacted the Municipal Property Assessed Clean Energy and Resilience Act ("PACER Act"), Alaska Statutes 29.55, as amended, restated, supplemented or otherwise modified from time-to-time, authorizing local governments to establish an energy and resilience improvement assessment program; and

WHEREAS, the PACER Act allows local governments to finance the installation or modification of permanent improvements, fixed to existing privately owned commercial or industrial property, to achieve reduced energy consumption or demand in areas designated by local governments; and

WHEREAS, installation or modification by property owners of energy and resilience improvement upgrades to commercial or industrial property in the Kenai Peninsula Borough will serve a public purpose by reducing energy costs, stimulating the economy, improving property valuation, reducing greenhouse gas emissions and creating jobs; and

WHEREAS, the Kenai Peninsula Borough, finds that it is convenient and advantageous to establish a program under the PACER Act and designate the geographic area on an areawide basis within the Kenai Peninsula Borough's jurisdiction as an area within which Kenai Peninsula Borough and the record owners of qualified real property may participate under a program established by the PACER Act and enter into financing arrangements in connection therewith;

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

SECTION 1. The recitals to this resolution are true and correct and are incorporated into this resolution for all purposes.

SECTION 2. For purposes of this resolution, “PACER assessment” shall mean those assessments authorized by the PACER Act.

SECTION 3. The Kenai Peninsula Borough hereby determines that establishing a property assessed clean energy and resilience program and financing energy and resilience improvement projects through PACER assessment serves a valid public purpose by reducing energy costs, stimulating the economy, improving property valuation, reducing greenhouse gas emissions, and creating jobs.

SECTION 4. The Kenai Peninsula Borough intends to allow privately owned commercial or industrial property owners to make contractual PACER assessment to repay financing for qualified energy and resilience improvement projects under, and pursuant to, the terms of a municipal property assessed clean energy and resilience program subject to, and pursuant to, the PACER Act (“PACER Program”).

SECTION 5. Qualified energy and resilience new construction or improvement projects under the PACER Program will include those projects which are fixed to new construction or existing privately owned commercial or industrial property and that (1) are energy improvement projects designed to reduce energy consumption or demand, energy costs, or emissions affecting local air quality, including a product, device, or interacting group of products or devices that use energy technology to generate electricity, provide thermal energy, or regulate temperature; or (2) improve building resilience; resilience improvement projects include projects for seismic improvements, storm water management, flood mitigation and protection, fire hardening, fire or wind resistance, erosion management, snow load management, micro grids for energy storage and backup power generation, water or wastewater efficiency including reuse and energy recovery, electric vehicle charging stations, retrofitting that improves the envelope, structure, or systems of the building, and any other improvement project approved by a municipality as a resilience improvement project.

PACER assessment may not be imposed to repay financing of facilities for undeveloped lots or lots undergoing development at the time of an assessment.

SECTION 6. To the extent permitted by law, the entire geographic area within Kenai Peninsula Borough’s jurisdiction may be available for energy and resilience improvement projects under the PACER Program.

SECTION 7. Financing for qualified energy and resilience new construction and improvement projects under the PACER Program will be provided by third-party capital providers under a written contract with property owners. The contracts will provide for capital providers to advance funds to property owners on such terms as are agreed between the capital providers and property owners for installation or modification of energy improvement projects, and service the debt secured by PACER assessment through the Kenai Peninsula Borough. The proposed arrangements for financing energy improvement projects may authorize property owners to (1) purchase directly the related equipment and materials for energy improvement and resilience projects; and (2) contract directly, including through lease, a power purchase agreement, or other service contract, for energy and resilience improvement projects.

The Kenai Peninsula Borough does not intend to finance or fund any loan under the PACER Program, rather, the Kenai Peninsula Borough intends to serve only as a Program sponsor to facilitate loan repayment by including PACER assessment on real property tax bills for the improved property, and shall incur no liability for the loan.

Benefited property owners will execute written contracts with the Kenai Peninsula Borough to impose a PACER Program assessment to repay financing of an energy improvement project located on such property. The contract between a property owner and the Kenai Peninsula Borough will authorize Kenai Peninsula Borough to service the debt by PACER assessment for the benefit of the capital provider and enforce the PACER assessment lien as provided in AS 29.45.320 - 29.45.470 for enforcement of property tax liens. In the case of third-party capital financing of energy improvement project(s), an agreement will be entered into by the Kenai Peninsula Borough and the third-party capital provider.

A person or entity that acquires property subject to an assessment under the PACER Program will assume the obligation to pay such PACER assessment.

SECTION 8. Subject to law, the Kenai Peninsula Borough shall collect, and enforce PACER assessments in the same manner as other property tax liens.

SECTION 9. The report on the proposed PACER Program, as required by AS 29.55.110, will be available for public inspection on the Internet website of www.kpb.us and in the Borough's Finance Department at 144 N. Binkley Street, Soldotna, AK 99669.

SECTION 10. The local official administering the PACER Program is the Borough Assessor, or designee, and the appropriate assigned assessor, who will collect the proposed PACE assessment with property taxes imposed on the assessed property.

SECTION 11. The Kenai Peninsula Borough will hold a public hearing on the proposed PACER Program and report.

SECTION 12. That this resolution takes effect immediately upon adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD DAY OF JANUARY 2023.

Brent Johnson, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

01/03/23 Vote on motion to table:

Yes: Bjorkman, Chesley, Cox, Derkevorkian, Ecklund, Elam, Hibbert, Tupper, Johnson

No: None

Absent: None

09/19/23 Vote on motion to remove from table:

Yes: Chesley, Cox, Derkevorkian, Ecklund, Elam, Hibbert, Ribbens, Tupper, Johnson

No: None

Absent: None

09/19/23 Vote to postpone to 10/24/23:

Yes: Chesley, Cox, Derkevorkian, Ecklund, Elam, Hibbert, Ribbens, Tupper, Johnson

No: None

Absent: None

10/24/23 Vote on motion to table:

Yes: Cooper, Cox, Ecklund, Elam, Hibbert, Ribbens, Tunseth, Tupper, Johnson

No: None

Absent: None

Kenai Peninsula Borough Assembly

MEMORANDUM

TO: Brent Johnson, Assembly President
Members, Kenai Peninsula Borough Assembly

FROM: Cindy Ecklund, Assembly Member (NM) for CE

DATE: December 21, 2022

SUBJECT: Resolution 2023-005, Resolution of Intent by The Kenai Peninsula Borough Assembly Establishing that Financing of Energy and Resilience Improvement Projects through Assessments Serves a Valid Public Purpose and Related Matters (PACER Program) (Ecklund)

The Alaska State Legislature enacted the Municipal Property Assessed Clean Energy and Resilience Act, Alaska Statutes 29.55, as amended, restated, supplemented or otherwise modified from time to time ("PACER Act"), authorizing local governments to establish an energy and resilience improvement assessment program.

The PACER Act allows local governments to finance the installation or modification of permanent improvements, fixed to new construction or existing privately owned commercial or industrial property, to achieve reduced energy consumption or demand in areas designated by local governments.

Installation or modification by property owners of energy and resilience improvement upgrades to commercial or industrial property in the Kenai Peninsula Borough will serve a public purpose by reducing energy costs, stimulating the economy, improving property valuation, reducing greenhouse gas emissions and creating jobs.

The Resolution of Intent includes a finding by Kenai Peninsula Borough Assembly that it is convenient and advantageous to establish a program under the PACER Act and designate the geographic area on an areawide basis within the Kenai Peninsula Borough's jurisdiction as an area within which Kenai Peninsula Borough and the record owners of qualified real property may participate under a program established by the PACER Act and enter into financing arrangements in connection therewith.

Your consideration is appreciated.

MEMORANDUM

TO: Brent Johnson, Assembly President
Members, Kenai Peninsula Borough Assembly

FROM: Cindy Ecklund, Assembly member

DATE: September 19, 2023

SUBJECT: LAYDOWN Ecklund Amendment to Resolution 2022-005, a Resolution of Intent by the Kenai Peninsula Borough Assembly Establishing that Financing of Energy and Resilience Improvement Projects through Assessments Serves a Valid Public Purpose and Related Matters (Ecklund)

These amendments account for updates in the law and date updates since this resolution was introduced.

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

➤ Amend the second WHEREAS clause to read as follows:

WHEREAS, the PACER Act allows local governments to finance the installation or modification of permanent improvements, fixed to privately [~~existing~~] owned commercial or industrial property, **designed** to achieve reduced energy consumption or demand or **to increase resilience** in areas designated by local governments; and

➤ Amend Section 5 to read as follows:

SECTION 5. Qualified energy and resilience new construction or improvement projects under the PACER Program will include those projects which are fixed to new construction or existing privately owned commercial or industrial property and that (1) are energy improvement projects designed to reduce energy consumption or demand, energy costs, or missions affecting local air quality, including a product, device, or interacting group of products or devices that use energy technology to generate electricity, provide thermal energy, or regulate temperature; or (2) improve building resilience; resilience improvement projects include projects for seismic improvements, storm water management, flood mitigation and protection, fire hardening, fire or wind resistance, erosion management, snow load management, micro grids for energy storage and backup power generation, water or wastewater efficiency including reuse and energy recovery, electric vehicle charging stations, retrofitting that improves the envelope, structure, or systems of the building, and any other improvement project approved by a municipality as a resilience improvement project.

~~[PACER assessment may not be imposed to repay financing of facilities for undeveloped lots or lots undergoing development at the time of an assessment.]~~

➤ Amend Section 7 to read as follows:

SECTION 7. Financing for qualified energy and resilience new construction and improvement projects under the PACER Program will be provided by third-party capital providers under a written contract with property owners. The contracts will provide for capital providers to advance funds to property owners on such terms as are agreed between the capital providers and property owners for installation or modification of energy improvement projects, and service the debt secured by PACER assessment through the Kenai Peninsula Borough. The proposed arrangements for financing energy improvement projects may authorize property owners to (1) purchase directly the related equipment and materials for energy improvement and resilience projects; and (2) contract directly, including through lease, a power purchase agreement, or other service contract, for energy and resilience improvement projects.

The Kenai Peninsula Borough does not intend to finance or fund any loan under the PACER Program, rather, the Kenai Peninsula Borough intends to serve only as a Program sponsor to facilitate loan repayment by including PACER assessment on real property tax bills for the improved property, and shall incur no liability for the loan.

Benefited property owners will execute written contracts with the Kenai Peninsula Borough to impose a PACER ~~[Program]~~ assessment to repay financing of an energy and **resilience** improvement project located on such property. The contract between a property owner and the Kenai Peninsula Borough will authorize Kenai Peninsula Borough to service the debt by PACER assessment for the benefit of the capital provider and enforce the PACER assessment lien as provided in AS 29.45.320 - 29.45.470 for enforcement of property tax liens. In the case of third-party capital financing of energy improvement project(s), an agreement will be entered into by the Kenai Peninsula Borough and the third-party capital provider.

A person or entity that acquires property subject to an assessment under the PACER Program will assume the obligation to pay such PACER assessment.

Your consideration is appreciated.



PROGRAM HANDBOOK

Updated: July 2023

Definitions

AK C-PACER Program Handbook – the program handbook is adopted by local governments to explain to Property Owners the basic rules of the program and how to apply.

AK C-PACER Program Guide for Local Governments – this guide provides instruction to local governments looking to establish and administer a C-PACER program using the AK C-PACER program documents and administrative platform.

Alaska Building Energy Efficiency Standard – The Alaska Housing Finance Corporation’s Building Energy Efficiency Standard (BEES) was established by the State of Alaska to promote the construction of energy efficient buildings. More information can be found on [the AHFC website](#).

Alaska C-PACER (“AK C-PACER”) – an administrative platform, including all requisite template documents to establish and operate a C-PACE program, that any eligible local government choosing to establish a C-PACER program in Alaska can adopt.

C-PACER – commercial property assessed clean energy and resilience program.

C-PACER Act – HB 80 was signed into law August 2017 and amended by HB 227 in June 2022, codified at [AS 29.55.100 - .165](#). It allows local governments to establish and administer C-PACER programs.

C-PACER Assessment – an assessment imposed by a local government at the request of a Property Owner who obtains financing for an Eligible Improvement pursuant to the C-PACER Act.

C-PACER Lien – the C-PACER Assessment is a lien on the property as provided in the C-PACER Act which shall run with the improved property and is prior and paramount to all liens except municipal tax liens and special assessments

C-PACER Project – the construction, installation, or modification of Eligible Improvements financed pursuant to the C-PACER Act.

Capital Provider – a third-party provider of C-PACER financing.

Capital Provider Contract – the contract executed by the local government and the C-PACER capital provider that describes the servicing of the C-PACER assessment.

Eligible Improvement – an Energy and/or Resilience Improvement Project as described in the C-PACER Act.

Eligible Property – a property that may be considered for financing pursuant to the C-PACER Act and the applicable local government’s C-PACER Ordinance and Resolution.

Energy Improvement Project – a C-PACER Project designed to reduce energy consumption or demand, energy costs, or emissions affecting local air quality, including a product, device, or interacting group of products or devices that use energy technology to generate electricity, provide thermal energy, or regulate temperature.

Independent Project Auditor – an independent third-party not otherwise engaged in the C-PACER Project who holds one of the professional certifications described in the “Technical Requirements.”

Notice of Contractual Assessment Lien – the document recorded in the land records of the jurisdiction where a C-PACER project is located that provides notice of the imposition of the C-PACER Assessment on the property receiving the Eligible Improvement.

Ordinance to Approve a C-PACER Program – the non-codified ordinance approving a Program Report setting forth the terms and conditions of a C-PACER Program.

Ordinance to Establish a C-PACER Program – codified ordinance incorporating the previously enacted Resolution and Intent and Ordinance to Approve a C-PACER Program, establishing the C-PACER program in a particular jurisdiction.

Owner Contract – executed by the local government and the owner of an Eligible Property that specifies the terms of the C-PACER Assessment and financing.

Program Report – publicly available report describing the terms of a C-PACER program, as specified in the C-PACER Act.

Renewable Energy has the meaning given in [AS 42.45.350\(5\)](#).

Resilience Improvement Project – a C-PACER Project to improve building resilience including but not limited to projects for seismic improvements, stormwater management, flood mitigation and protection, fire hardening, fire or wind resistance, erosion management, snow load management, microgrids for energy storage and backup power generation, water or wastewater efficiency including reuse and energy recovery, electric vehicle charging stations, retrofitting that improves the envelope, structure, or systems of the building, or any other improvement project approved by a local government as a resilience improvement project.

Resolution of Intent – a legislative action taken pursuant to the C-PACER Act that establishes that the financing of Eligible Improvements through assessments serves a valid public purpose.

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I. Introduction

About C-PACER

The Alaska PACER statute (“PACER Act”) allows owners of eligible commercial property (“Property Owners”) to obtain long-term financing from qualified private capital providers (“Capital Providers”) for:

- a) energy projects (“EP”) designed to reduce energy consumption or demand, energy costs, or emissions affecting local air quality, including a product, device, or interacting group of products or devices that use energy technology to generate electricity, provide thermal energy, or regulate temperature; or
- b) resilience projects (“RP”) that improve building resilience, including seismic improvements, stormwater management, flood mitigation and protection, fire hardening, fire or wind resistance, erosion management, snow load management, microgrids for energy storage and backup power generation, water or wastewater efficiency including reuse and energy recovery, electric vehicle charging stations, retrofitting that improves the envelope, structure, or systems of the building, and any other improvement project approved by a local government as a resilience improvement project.

To obtain the funds for an EP or a RP, a Property Owner enters into a contract with the Local Government where the property is located to impose an assessment on the eligible property that receives the improvement to repay the financing.

Over 30 states and hundreds of local governments have adopted legislation like C-PACER. According to PACENation, through 2022, cumulative nationwide C-PACER financing exceeded \$4 billion in private investment across 2,900 projects, creating over 52,000 job-years.

This Program Handbook (Handbook) was developed as a guide for the AK C-PACER program platform. This Handbook contains information about:

- Eligibility requirements for properties and projects in Alaska.
- The process for applying for C-PACER project approval.

Local Governments administer a Commercial Property Assessed Clean Energy and Resilience financing program under Alaska Statutes 29.55.100 et seq. as amended by HB227 in 2022. The amendments renamed the program the “Municipal Property Assessed Clean Energy **and Resilience** Act.” Accordingly, this Handbook abbreviates the name as “C-PACER.”

References to sections of the Alaska Statutes (AS) are indicated by “AS [Title].[Chapter].[Section].”

II. Benefits of C-PACER Financing

C-PACER financing offers benefits to property owners, developers, capital providers, government entities, mortgage lien holders, and building professionals.

Benefits of C-PACER for Property Owners and Developers

C-PACER is an alternative source of financing to make cost- and energy-saving improvements to commercial buildings of all types, including retail, industrial, agricultural, and multifamily properties.

- **Smaller down payments.** One of the biggest barriers to installing clean energy and resilience upgrades is the sizeable down payment. C-PACER financing reduces the amount of the down payment. For retrofit projects, C-PACER financing typically covers 100% of the cost of the improvement. In new construction projects, C-PACER financing may cover qualified costs (described in the Handbook) up to 25% of the market value of the property.
- **Longer repayment periods.** C-PACER payments are made over the average useful life of the improvements, up to 30 years.
- **Lower interest rates.** The interest rate on C-PACER financing can be substantially lower than rate for subordinate debt or preferred equity. Note that interest rates are at the discretion of the capital provider based on their underwriting process.
- **Cash flow benefits.** Smaller down payments, longer repayment periods, and lower interest rates all contribute to improved project cash flow.
- **Increased property value.** Installing eligible improvements can increase property value by reducing operating costs.
- **Transferable upon sale.** If a Property Owner sells the property before the C-PACER financing is repaid, the C-PACER lien and assessment transfer to the new Owner.
- **Commercial leases may allow the installment payments to be passed through to tenants.** Depending on the terms of a commercial net lease, C-PACER payments may be passed through to the tenant that benefits from the energy cost savings.

Benefits of C-PACER for Local Governments

C-PACER financing creates jobs by stimulating private investment. C-PACER financing comes entirely from the private sector, requiring no taxpayer funds. The financial risk is borne entirely by a private Capital Provider, and neither state nor local government is liable in the case of a payment default. By making it more affordable to improve commercial properties, the value of local building stock can increase. Energy and resilience upgrades create a more competitive environment for attracting new businesses by lowering energy costs and improving the structural soundness of buildings. Upgraded buildings may also generate higher property tax payments for the local government through higher property values. Finally, C-PACER programs can help local governments meet federal- or state-mandated energy standards as well as achieve local energy efficiency and resilience goals.

Benefits of C-PACER for Capital Providers

Capital providers see in C-PACER a highly reliable, long-term investment. Requisite capital for C-PACER projects routinely run into the hundreds of thousands to millions of dollars. Through the seniority of the

property assessment, capital providers are secured by the value of the real estate and are repaid through a known repayment stream.

Benefits of C-PACER for Existing Mortgage Holders

C-PACER financing requires the consent of all existing mortgage lien holders prior to closing. C-PACER projects boost net operating income by funding improvements that reduce a building's operating costs while charging a low annual repayment that is frequently less than the resulting energy savings. Increased cash flow improves debt service coverage and raises asset values. C-PACER financing offers lower interest rates than preferred equity or mezzanine debt, helping projects to fill gaps in the capital stack and achieve a lower overall blended cost of capital. Finally, in the unlikely event of default, C-PACER assessments are non-accelerating. Only delinquent installment payments are enforced through the C-PACER lien; the remaining future installments are paid by the Property Owner as they come due.

Benefits of C-PACER for Contractors, Architects, Building Engineers

C-PACER financing enables Property Owners to afford more substantial energy and/or resilience improvement projects. C-PACER finances most hard and soft costs associated with the eligible improvements. For contractors, C-PACER financing is a way to pitch clients on deeper energy and resilience projects that might otherwise be value-engineered out of a building project.

III. C-PACER Financing Program Rules

The Handbook establishes guidelines, eligibility, approval criteria, and an application checklist for the Local Government's C-PACER program ("Program"). The C-PACER Program enables financing for owners of commercial property ("Property Owners") for energy improvement projects and resilience improvement projects (each, an "Eligible Improvement") as described in the C-PACER Act and in this Handbook.

1. Establishment of a C-PACER Program

Through an Ordinance, Local Governments establish a C-PACER Program for commercial properties within the Local Government's boundaries. Check <https://akcpacer.org/available-c-pacer-programs/> for availability in your area.

2. Role of the Program Administrator

The Program Administrator will review the application (see Application Checklist in Exhibit A) for completeness, consistency, and possible errors. Several requirements require input and certification from qualified experts. The Program Administrator will confirm that the expert is appropriately credentialed and that their work satisfies the application requirements. The Program Administrator is not expected to independently re-calculate or re-do the work of the expert.

As part of Program operation, the Program Administrator will:

- Accept and review the Project Application to determine conformance with the Application Checklist (Exhibit A).
- Approve, conditionally approve, or disapprove the Project Application and communicate that decision to the applicant.

- If approved, execute (a) the Owner Contract, (b) the Capital Provider Contract, and (c) Notice of Contractual Assessment (“Notice of Contractual Assessment”) (Exhibit G).
- Record the Notice of Contractual Assessment.

3. Eligibility Requirements

All qualifying costs in a project application and approved by the Program Administrator constitute an “Eligible Project” (a “C-PACER Project” or “Project”). Property Owners may receive funding for their Eligible Improvements only from Capital Providers pursuant to a separate Financing Agreement negotiated between the Property Owner and Capital Provider (a “Financing Agreement”).

Property Owners must be the legal record holder of the property receiving the eligible improvement and must be current on mortgage and property taxes, and not insolvent or in bankruptcy proceedings. See AS 29.55.110. A Property Owner may be any type of business, corporation, individual, or non-profit organization. If the applicant will become the Owner of the Property when the C-PACER financing closes, the application must include evidence showing the anticipated transfer will occur, for example, a title insurance policy documenting the conditions of sale and conveyance of the Property.

A leasehold interest on qualifying commercial Property is eligible for C-PACER financing with the consent of the fee owner of the commercial Property. All owners of the fee simple title to the subject Property must sign the final application.

Eligible Properties are privately-owned commercial or industrial properties, including agricultural property, or a multi-family real property (as defined by the local government), within the boundaries established by the local government that enacted the C-PACER ordinance.

Eligible Projects include:

- The new construction, or installation or modification of an Eligible Improvement permanently affixed to an Eligible Property, including projects for the adaptive reuse or gut rehabilitation of an eligible Property.
- The refinancing of projects on existing properties that have had Eligible Improvements installed and completed for no more than two (2) years prior to the expected closing date of the C-PACER refinancing.

Eligible Improvements: C-PACER financing is available for the following uses.

- a) Energy Projects (“EP”) designed to reduce energy consumption or demand, energy costs, or emissions affecting local air quality, including a product, device, or interacting group of products or devices that use energy technology to generate electricity, provide thermal energy, or regulate temperature; or
- b) Resilience Projects (“RP”) that improve building resilience, including seismic improvements, stormwater management, flood mitigation and protection, fire hardening, fire or wind resistance, erosion management, snow load management, microgrids for energy storage and backup power generation, water or wastewater efficiency including reuse and energy recovery, electric vehicle charging stations, retrofitting that improves the envelope, structure, or systems

of the building, and any other improvement project approved by a local government as a resilience improvement project.

- c) Appliances that provide significant energy or other utility savings and are functionally attached to the Property for the full length of the assessment may be eligible.

Certain items that are not permanently affixed to a property and are ineligible include:

- Shading devices, furniture, fire extinguishers.
- Cosmetic improvements such as painting, new carpeting.
- Non-commercial / industrial appliances such as microwaves, non-affixed lighting, and other items not affixed to the Property.

4. Technical Requirements

The C-PACER Act requires the Property Owner on which a C-PACER assessment is imposed to obtain for each proposed energy improvement project or building resilience improvement project,

- (A) a review of the energy, emissions, or resilience baseline conditions, as applicable; and
- (B) the projected reduction in energy costs, energy consumption or demand, or emissions affecting local air quality, or increase in resilience, as applicable.

This requirement is met by a Certificate of Eligible Improvements from a qualified project auditor. Exhibit E lists the minimum acceptable qualifications of a project auditor, and the auditor must supply evidence of those qualifications.

The project auditor will determine if the Application meets the requirements of the C-PACER statute and this Program Handbook, and the auditor must supply work papers explaining the basis for their certifications that are sufficient to satisfy the Program Administrator that program requirements are met.

Exhibit E includes a description of the baseline conditions and necessary documentation for an energy improvement project and a building resilience improvement project for:

- Retrofit of an existing building;
- New construction of a building; and
- Refinancing of a retrofit or new construction.

Property owners, developers, and project auditors should read the baseline and documentation requirements carefully because they are essential to approval of a C-PACER project.

5. Financing Requirements

The term of C-PACER financing is capped at the lesser of 30 years or the weighted average useful life of the eligible improvements.

The C-PACER financing amount may not exceed 25% of the “market value” of the Property at the time of program application. Market Value means the assessed value of the current tax year or the current or prospective appraised market value as determined by an Alaska certified appraiser.

Existing mortgage lien holders must be given 30 days’ notice prior to the closing of the C-PACER financing, and all mortgage lien holders must consent in writing to the assessment for the project to close. See AS 29.55.115. Exhibit C provides an acceptable template for the notice and consent. A mortgage lien holder has complete discretion to approve or disapprove of C-PACER financing. A Property Owner should consult with their Capital Provider before approaching an existing mortgage lien holder, as many traditional lenders are not familiar with C-PACER financing and may misunderstand how it functions.

Qualifying Costs that can be paid for with C-PACER financing include:

- Materials and labor necessary for the eligible improvement project,
- Permit fees;
- Inspection fees;
- Financing and origination fees;
- Capitalized interest;
- Interest reserves;
- Program application and closing fees;
- Project development, architectural, and engineering fees;
- Escrow for prepaid property tax or insurance;
- Capitalized manufacturer’s warranty or maintenance agreement costs; and
- Any other fees or costs incurred by the Property Owner incident to the installation, modification, or improvement.¹

IV. Application Process

Property Owners should have a project in mind when they explore C-PACER financing. Property Owners may contact the Local Government or Program Administrator at any time with questions. Property Owners may also find it helpful to speak with a Capital Provider early in the design process for an estimate of the amount of financing available. Property Owners are free to work with any Capital Provider that will provide financing in accordance with the Program’s requirements.

After conferring with one or more Capital Providers, the Property Owner should define the Eligible Improvements. A Property Owner may engage an energy or resilience expert as a Project Auditor to advise during the design process. Each applicant will work with its own project development team to determine the final Project scope and qualifying costs.

The process of obtaining financing under the Program starts when a Property Owner approaches a Capital Provider. The Capital Provider will work with the Property Owner to collect various due diligence items. Once all the items have been received, reviewed, and approved by the Capital Provider, the parties will discuss financing terms.

A description of the C-PACER application process is as follows:

¹ Examples of qualifying costs are structural improvements necessary to allow the installation of a solar PV array and electrical upgrades necessary to install an efficient HVAC system or efficient lighting.

- (1) The Property Owner and the Capital Provider prepare the Project Application, consisting of the Project Application Checklist and the supporting documents (see Exhibit A). Applicants should review the Project Application Checklist to assure that the documentation needed by the Program Administrator to verify compliance with the C-PACER Act and C-PACER Ordinance is available.
- (2) The Program Administrator will have 10 business days to review and approve the Project Application. If the Office has received an unusually high number of applications or review is delayed because of a *force majeure* event, the Office will notify the Property Owner that the application review will be delayed by no more than 10 additional business days.
- (3) The purpose of the Local Government's application review process is to confirm that the Project Application is complete, that no errors or internal inconsistencies are evident on the face of the Application, and that all attachments conform to the C-PACER Act, the Local Government Ordinance and the Handbook. ***Local Government approval does not constitute endorsement of any representations that may be made regarding the operation and any savings associated with the Eligible Improvements.*** The Local Government may request additional supporting documentation from the applicant. Incomplete Project Applications will be returned to the applicant, and the Program Administrator will notify the applicant about which items were not provided or are insufficient or inaccurate. If the Project Application and supporting documents comply with the Project Application Checklist, the Project Application will be approved, and the approval communicated in writing to the applicant.
- (4) The Project Application may be *conditionally* approved if the application is complete, but the mortgage lienholder consent is not yet available. Conditional approval will be treated the same as an approval with exceptions noted below.
- (5) Upon receipt of application approval, the Capital Provider will draft the Owner Contract, the Capital Provider Contract, and the Notice of Contractual Assessment Lien (Exhibit G). See AS 29.55.110(a) (2)-(3). At or before closing, at the request of the applicant, the designated and authorized official will sign these documents.
- (6) If the Project Application receives conditional approval, the Closing Documents executed by the Local Government will not be released from escrow unless and until all the written consents from mortgage lienholders have been received and executed in accordance with the C-PACER Act and C-PACER Ordinance.
- (7) At closing, the Local Government will record the Owner Contract, the Capital Provider Contract, and the Notice of Contractual Assessment Lien in the Office of the Register of Deeds for the Local Government. See AS 29.55.130. At the election of the applicant, the Local Government may delegate the recording of the Closing Documents to the applicant or its designee(s).
- (8) Following closing of the C-PACER financing and receipt of the proof of recording of the Notice of Contractual Assessment Lien, the Property Owner and its agents may initiate construction of the C-PACER project or otherwise fund the C-PACER financing in accordance with the agreements with the Capital Provider.

Change Orders

All change orders that result in a substantial alteration of C-PACER funded improvements are required to be pre-approved by the local government or its Program Administrator to confirm that the changes are consistent with the Program. The Property Owner shall provide the following documentation:

- Narrative description of the change in project scope and the reason for such a change;
- Revised C-PACER project budget;
- A letter from a project auditor certifying that the revised improvements are eligible for C-PACER financing; and
- Written approval of the change order by the Capital Provider.

1. Application Documents

The Project Application must be submitted with the following documents (see accompanying file for Exhibits):

1. Project Application Checklist (Exhibit A)
2. Title Search.
3. Proof of Insurance, as required by See AS 29.55.110(15).
4. Certificate of Property's Financial Eligibility (Exhibit B).
5. Mortgage Lienholder(s) Consent (Exhibit C-1 and C-2).
6. Disclosure of Risks (Exhibit D).
7. Certificate of Eligible Improvements (Exhibit E).

2. Closing Documents

The following documents require the signature of the Local Government and shall be part of the closing of any C-PACER transaction. Each document must be similar in substance to the templates appended to this Handbook, although it is expected that Property Owners and Capital Providers will negotiate variations tailored to their specific projects.

- Owner Contract (Exhibit G)
- Capital Provider Contract (Exhibit G)
- Notice of Contractual Assessment Lien (Exhibit G)

3. Billing and Collection of Assessments

C-PACER Assessment payments are billed and collected by the local government in the same manner as property taxes. The local government, or its agent, will remit the payment to the Capital Provider (Exhibit G). See AS 29.55.110(a)(3).

4. Delinquency and Enforcement

Assessment liens will be enforced as provided in AS 29.45.320 - 29.45.470 for enforcement of property tax liens. Assessment liens run with the land, and that portion of the assessment under the assessment contract that has not yet become due is not eliminated by foreclosure of a property tax lien or a C-PACER lien. The Local Government will enforce the C-PACER Lien through the same mechanism that it uses to enforce the liens for ad valorem property taxes.

5. Program Fees

A local government may impose fees to offset the costs of administering a program. See AS 29.55.100(d). The Property Owner must pay this fee to the Local Government at the closing of the transaction between the Property Owner and the Capital Provider, and such payment is a condition precedent to recording. Visit each program's website for details.

Note: The administrative fees determined by Local Government and/or its Program Administrator cover the regular costs of the administration of the Program. These costs and expenses do not include any specialized or extraordinary professional services that may be necessary should the circumstances of a particular C-PACER project require them. The Property Owner for such C-PACER project shall be responsible for covering such expenses at cost.

6. Templates of Closing Documents

The Program has adopted template Closing Documents in Exhibit G, the Owner Contract, the Capital Provider Contract, and Notice of Contractual Assessment Lien. A Property Owner and Capital Provider may adapt the forms to the needs of their particular transaction but must not modify or omit any material substantive terms contained in the forms.

7. Local Government Has No Liability or Financial Responsibility

Neither the Local Government, its governing body, executives, or employees are personally liable as a result of exercising any rights or responsibilities granted under this Program. The Local Government shall not pledge, offer, or encumber its full faith and credit for any lien amount under the C-PACER program. No public funds may be used to repay any C-PACER financing obligation.

8. Post-Completion Items

For each completed C-PACER improvement project, the Property Owner must submit verification from an auditor that the Project was properly completed and is operating as intended (Exhibit F). See AS 29.55.120(2).

Upon written confirmation from the capital provider that the C-PACER Assessment has been repaid in full, the local government will release the Assessment from the Property.

9. Quality Assurance and Anti-Fraud Measures

The Local Government and its Program Administrator may audit a C-PACER application or closing documentation at any time. To the extent authorized by state and local law, the Local Government and its Program Administrator may request supplementary information from the Property Owner concerning eligibility for the C-PACER program, use of proceeds of C-PACER financing, and the performance of the C-PACER project for the purpose of quality assurance and anti-fraud.

Ward, Tamera

Subject: FW: <EXTERNAL-SENDER>C-PACER Resolution 2023-005

From: Phil Kaluza <pkaluza@gmail.com>

Sent: Wednesday, October 18, 2023 4:23 PM

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

Subject: <EXTERNAL-SENDER>C-PACER Resolution 2023-005

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

To: KBS Assembly

I strongly urge you to adopt the proposed C-PACER resolution 2023-005.

In light of the diminishing availability of natural gas for space heating and the high cost of heating oil for everyone on the Kenai Peninsula, the C-PACER program will benefit everyone on the Peninsula at no cost to the taxpayer.

Phil Kaluza
Seward Resident

Dear Members of the Kenai Peninsula Borough Assembly,

I am writing to express my strong support for Resolution 2023-005, which establishes the Property Assessed Clean Energy and Resilience Program (PACER Program) in the Kenai Peninsula Borough. This ordinance, rooted in the Alaska State Legislature's PACER Act, presents a valuable opportunity to address important energy and resilience needs within our community.

The PACER Program's focus on reducing energy costs, stimulating economic growth, improving property valuation, reducing greenhouse gas emissions, and creating jobs aligns perfectly with the priorities of our borough. It is encouraging to see our local government taking proactive steps to facilitate this program, allowing property owners to make contractual PACER assessments to finance energy and resilience improvement projects.

By making these critical improvements more accessible, this ordinance will undoubtedly have a positive impact on our community's sustainability and resilience. I firmly believe that the PACER Program serves a valid public purpose, and I am excited to see it move forward.

I encourage all members of the Kenai Peninsula Borough Assembly to support Resolution 2023-005, as it is a significant step towards a more energy-efficient and resilient future for our borough.

Thank you for your dedication to this important initiative.

Sincerely,

Casie Warner

Seward AK



Samantha Allen
Executive Director

Board of Directors

Melissa Schutter
President

Robbie Huett
Vice-President

Geri Nipp
Treasurer

Jena Petersen
Secretary

Stephanie Millane

Hillary Bean

Greg Haas

Kirsten McNeil

Lyrissa Hammer

Matt Cope

Cliff Krug

October 19, 2023

To whom it may concern,

The Seward Chamber of Commerce is at the forefront of local business in our community. We recognize the availability of funding opportunities and the expense of year-round building operation as barriers to a thriving year-round economy in Seward. In the hopes of creating more opportunities for entrepreneurs to operate their business sustainably and economically, we are supporters of the C-PACER Legislation making its way to the Kenai Peninsula.

Energy efficiency is a hot topic in Seward and world-wide. The C-PACER Legislation will allow for new and existing services to have access to the grant funding they need to operate year-round. The C-PACER Legislation will have a trickle-down effect, promoting more critical services to operate on a year round schedule. This shift in our seasonally-dependent economy is crucial for the year-round citizens and business operators in Seward.

The Seward Chamber of Commerce supports the efforts of our Borough to make C-PACER Legislation attainable for all businesses on the Kenai Peninsula.

Please give this proposal your full consideration. If you have any questions please contact the Seward Chamber of Commerce at (907) 224-8951.

Best,

Samantha Allen
Executive Director

Ward, Tamera

Subject: FW: <EXTERNAL-SENDER>CPACER: Please Pass to Assembly Members

From: KellyAnn Cavaretta <kellyann.cavaretta@aksbdc.org>

Sent: Wednesday, October 25, 2023 2:44 PM

To: G_Notify_AssemblyClerk <G_Notify_AssemblyClerk@kpb.us>; Cox, Tyson <tysoncox@kpb.us>; Mayor Peter Micciche <pmicciche@kpb.us>

Cc: Ecklund, Cindy <CEcklund@kpb.us>

Subject: <EXTERNAL-SENDER>CPACER: Please Pass to Assembly Members

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.

Hello Mr. Micciche, Mr. Cox and assembly members

My name is KellyAnn Cavaretta. I am writing to you wearing many hats in support of passing the Property Assessed Clean Energy and Resilience - (CPACER) Program. I am really sorry I couldn't be there last night, but I am happy to see this vote has been postponed. I am commercial building owner outside Seward City limits, newly constructed Salted Roots Cabins, a commercial building owner inside city limits in Seward's downtown central business district, housing the both the Flamingo Lounge restaurant, 7 residential units, and 2 additional commercial units, and a transitioning property owner of a 4 plex and 3 additional cabins at Angels Rest on Resurrection Bay.

More importantly that this, I am a small business advisor on the eastern Kenai Peninsula for Alaska Small Business Development Center, and as a board member of Sustainable Seward, and I have been following the roll-out of CPACER program in Anchorage and eagerly awaiting this moment to, yet again, share my support for this program within our own borough. With the Anchorage borough's rollout as a model to learn from and grow with, I believe now is the time for us to think about the future of sustainable business in our communities. With an aging, historic downtown business district in Seward, I believe alternative and less conventional access to commercial capital can help sustain, boost, and thrive our economic environment. Available in the majority of lower 48 states, PACER programs streamline the partnership between commercial property owners, lending institutions and municipalities to finance energy efficiency upgrades.

Although I cannot answer questions in regards to the toll on the municipality administration, I wanted to share this informative webinar that answers a lot of your questions regarding debt service of these loans.

<https://www.youtube.com/watch?v=y9Yqm0OyrZ4>

A panel of building owners, banks, energy consultants and specialty lenders who have used or been involved with C-PACER funding talk about the *advantages* they've seen with this innovative type of financing for their commercial clean energy and new construction projects. Speakers: Jessica Lorentz, Sr. Energy Engineer & Principal, Bolder Energy Engineers Phil Reid, VP Commercial Loan Officer, Northrim Bank Sean Ribble, Senior Director Originations, Nuveen Stuart Ogilvie, Ogilvie Properties Inc

As a small business advisor and business owner of an aging commercial building myself, I know, first hand, that a lot of businesses are struggling to manage upkeep and improvements on older commercial buildings. This program would provide an avenue to improve infrastructure and provide an alternate loan process for businesses replacing windows,

adding heat pumps, solar panels, structural beams, LED lighting, and so forth. Oftentimes, it is the roadblock to capital that impedes business owners from making the necessary and expensive modifications on their real estate assets. This causes a generational dilemma, with young businesses inheriting older buildings at an inflated price, with no excess capital to bring its condition to the safety and production standards expected in 2023. CPACER loans are debt service based, rather than equity issues, so having them available makes it easier for motivated commercial building owners to access capital.

Between weatherization, air quality, and seismic issues, this would improve the safety, efficiency, real estate value, and curb appeal of our commercial districts. Additionally, as a borough, many of our businesses struggle around seasonality's cash flow issues. More efficient energy means lower energy bills, which equates to a business's ability to stay open longer and provide services to our community year round. If widely used in the Kenai Peninsula, PACER will ultimately reduce energy costs and carbon emissions across the borough, which is also in my favor as a Sustainable Seward board member.

Thank you for your time and consideration.

Best,

KellyAnn Cavaretta

Seward Small Business Advisor

Alaska SBDC Kenai Peninsula Center

W: aksbdc.org P: 907-224-5353 E: kellyann.cavaretta@aksbdc.org

In today's increasingly connected world, the protection of your business's digital assets is of paramount importance. October marks Cybersecurity Awareness Month, and Alaska SBDC can assist you in fortifying your business against increasingly sophisticated cyber threats. [Learn more to get started.](#)

Disclaimer: *This e-mail message may contain confidential, privileged information intended solely for the addressee. Please do not read, copy, or disseminate it unless you are the addressee. If you have received this message in error, we would appreciate you forwarding the message back to us and deleting it from your system.*

Warner, Avery

From: Cindy Ecklund
Sent: Tuesday, January 3, 2023 1:08 PM
To: Turner, Michele
Subject: Fwd: <EXTERNAL-SENDER>CPACE legislation

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.

----- Forwarded message -----

From: Willy Dunne <wdunne907@gmail.com>
Date: Wed, Dec 28, 2022 at 8:31 AM
Subject: <EXTERNAL-SENDER>CPACE legislation
To: Tupper, Mike <mtupper@kpb.us>, Lane Chesley <lchesley@kpb.us>, Ecklund, Cindy <cecklund@kpb.us>
CC: Johnson, Brent <bjohnson@kpb.us>, Scott Waterman <scottwaterman.rsac@gmail.com>, Navarre Mike <mnavarre@kpb.us>

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.

Dear Assembly Members,

I am very glad to see the CPACE (aka PACER) program moving forward via KPB Resolution 2023-005. This program has proved beneficial in other Alaska municipalities as well as many states around the US. My participation in CPACE workshops over the past few years has convinced me that it is a valuable program worthy of being adopted here.

Thanks to Cindy Ecklund for sponsoring this and the RSAC for promoting the idea. It will benefit business owners and the Borough. I look forward to seeing enabling ordinances soon.

Willy Dunne

--

Cindy L. Ecklund
907-362-2276

Warner, Avery

From: Cindy Ecklund
Sent: Tuesday, January 3, 2023 1:07 PM
To: Turner, Michele
Subject: <EXTERNAL-SENDER>Fwd: PACER resolution of intent

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.

----- Forwarded message -----

From: Peter Crimp <petercrimp@gmail.com>
Date: Sun, Jan 1, 2023 at 1:22 PM
Subject: Re: PACER resolution of intent
To: Cindy Ecklund <ecklundc@gmail.com>
CC: Hig Higman <hig314@gmail.com>, Lori Landstrom <lmlandstrom81@gmail.com>, Scott Waterman <scottwaterman.rsac@gmail.com>

Here's the comment that I just submitted to the KPB.
-Peter

Dear Assembly President Johnson,

As a 20-year energy professional and 40-year Alaska resident, I support the establishment of a program under the State PACER Act for the Kenai Peninsula Borough. At negligible cost to the Borough the program has the potential to save business owners money, improve Borough property values and market competitiveness, protect property from earthquakes and other hazards, and create construction and engineering jobs. I am impressed with the innovative program's approach--including reducing risk to lenders and extending the period for businesses to capture benefits--through attaching the debt for improvements to the property and repaying through property taxes. It has been my experience that properly planned energy projects usually realize savings above debt service starting at year one.

Thank you for your consideration.

Peter Crimp, Principal

Crimp Energy Consulting, Homer, AK

petercrimp@gmail.com :: ph 907-440-6709

On Dec 29, 2022, at 9:54 PM, Hig <hig314@gmail.com> wrote:

Thanks Cindy - sounds good.

-Hig

On Thu, Dec 29, 2022 at 9:06 PM Cindy Ecklund <ecklundc@gmail.com> wrote:

Hig,

The State Statute section the new legislation is under is Chapter 55 - Municipal Programs. The KPB resolution mirrors the Mat-Su Resolution of intent except where it uses the new term PACER. I think were good. Hopefully the rest of the Assembly thinks so too.

Cindy

On Thu, Dec 29, 2022 at 4:53 PM Hig <hig314@gmail.com> wrote:

What I'm seeing is this first Whereas:

"the Alaska State Legislature enacted the Municipal Property Assessed Clean Energy and Resilience Act ("PACER Act"), Alaska Statutes 29.55, as amended, restated, supplemented or otherwise modified from time-to-time, authorizing local governments to establish an energy and resilience improvement assessment program;"

specifically mentions municipal properties rather than commercial properties,

However, down lower there's this clause:

"The Kenai Peninsula Borough intends to allow privately owned commercial or industrial property owners to make contractual PACER assessment to repay financing for qualified energy and resilience improvement projects under, and pursuant to, the terms of a municipal property assessed clean energy and resilience program subject to, and pursuant to, the PACER Act ("PACER Program")."

I'm not totally sure what that means, but maybe this implies that the definition of "municipal" will be extended to include eligible commercial properties, thus PACER would be like C-PACE but with "resiliency" and also applying to what would conventionally be called municipal properties?

Or am I misreading "municipal" entirely? I generally think of that as publicly owned property, but maybe I've got that wrong?

-Hig

On Thu, Dec 29, 2022 at 12:18 PM Cindy Ecklund <ecklundc@gmail.com> wrote:

Hig,

The new state plan documents are not out yet but as I understand the amended State statute they included the word resilience into the statute and will call the program PACER now instead of C-PACE. I called the state a month ago and they don't expect the new documents to be out until January or February. In Washington the program is called C-PACER but for now PACER is what the state said on the phone.

Peter please correct me if you know of other info.

Cindy

On Thu, Dec 29, 2022 at 11:40 AM Hig <hig314@gmail.com> wrote:

Hi Cindy and Peter,

Looking at the PACER resolution ([here](#)) it looks like this is not C-PACE, and that PACER is a separate program that is similar but allows municipal properties rather than commercial

properties to apply for loans like this. Peter - are you up on how PACER and C-PACE relate?

I have someone in Homer (Nancy Hillstrand) who sounds pretty game to comment, but just realized I'm not clear on this detail, so I'd like to get it straightened out before I respond to her with more details.

-Hig

On Wed, Dec 28, 2022 at 8:16 PM Hig <hig314@gmail.com> wrote:
That's great Cindy,

I'll see if I can find someone else...

-Hig

On Wed, Dec 28, 2022 at 11:10 AM Lori Landstrom <lmlandstrom81@gmail.com> wrote:
Good news, I think I've found a Seward small business owner willing to speak on 1/3. Cindy has been apprised and is in contact with Kellyann.
let's do this.

Lori

"Diversity is being invited to the party. Inclusion is being asked to dance."

-Verna Myers

On Wed, Dec 28, 2022 at 9:39 AM Cindy Ecklund <ecklundc@gmail.com> wrote:
Peter,

It's been awhile since you presented to the Assembly. A short email in support that includes your experience in the area would be a good reminder.

Hopefully a business somewhere on KPB has been following the program and has some interest already. We can only try!

Thanks again,
Cindy L. Ecklund

On Wed, Dec 28, 2022 at 9:13 AM Peter Crimp <petercrimp@gmail.com> wrote:
Hi Cindy.

Looks great. I'm available to write a letter of support or help someone else do so. Since Hig and I spoke at the Assembly meeting earlier this year, would it be better for the message to come from someone else?

Agreed that it would be best for a commercial property owner to express interest, but it's a very short timeline. I'll check with a friend who owns a business in Homer and see if he would be willing.

Peter

On Dec 27, 2022, at 2:08 PM, Cindy Ecklund <ecklundc@gmail.com> wrote:

Hi,

This will be on the agenda 1/3/23. It would be helpful for some positive communication to the Assembly prior to that date. Even better would be finding someone who would be interested in applying for the program to communicate their interest.

Soon,
Cindy L. Ecklund

----- Forwarded message -----

From: **Kelley, Sean** <skelley@kpb.us>

Date: Tue, Dec 27, 2022 at 10:35 AM

Subject: PACER resolution of intent

To: Ecklund, Cindy <CEcklund@kpb.us>

CC: Turner, Michele <MicheleTurner@kpb.us>, Cindy Ecklund <ecklundc@gmail.com>

Hi Cindy,

Sorry to include both of your emails but this is a bit time sensitive. Michele is going to hold packet until we know if you want to go forward with the resolution of intent.

I have attached a PDF version of both the resolution and accompanying memo. If you approve, you can either click through the Docusign buttons to initial and complete OR you can respond to this email or call Michele and give her approval to initial for you. Whatever you prefer works for us.

Thank you,

Sean

--

Sean Kelley

Borough Attorney

Kenai Peninsula Borough

(907)714-2120

This message, and any attachments, is private and may contain information that is confidential and subject to the Attorney-Client privilege or protected as Attorney Work Product. If you are not the person for whom this message is intended, please delete it and notify me immediately. Please do not copy or send this message to anyone else. Any unauthorized use by others is prohibited. Thank you.

--

Cindy L. Ecklund

907-362-2276

<PACER Reso of Intent RESO & MEMO.pdf>

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Cindy L. Ecklund

907-362-2276

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Hig (Bretwood Higman, PhD)

hig314@gmail.com

907 290 6992

Ground Truth Alaska (www.groundtruthalaska.org)

Nuka Research (www.nukaresearch.com)

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Cindy L. Ecklund

907-362-2276

Ward, Tamera

Subject: FW: <EXTERNAL-SENDER>C-PACER Resolution 2023-005

From: Phil Kaluza <pkaluza@gmail.com>

Sent: Wednesday, October 18, 2023 4:23 PM

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

Subject: <EXTERNAL-SENDER>C-PACER Resolution 2023-005

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To: KBS Assembly

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Phil Kaluza
Seward Resident

Dear Members of the Kenai Peninsula Borough Assembly,

I am writing to express my strong support for Resolution 2023-005, which establishes the Property Assessed Clean Energy and Resilience Program (PACER Program) in the Kenai Peninsula Borough. This ordinance, rooted in the Alaska State Legislature's PACER Act, presents a valuable opportunity to address important energy and resilience needs within our community.

The PACER Program's focus on reducing energy costs, stimulating economic growth, improving property valuation, reducing greenhouse gas emissions, and creating jobs aligns perfectly with the priorities of our borough. It is encouraging to see our local government taking proactive steps to facilitate this program, allowing property owners to make contractual PACER assessments to finance energy and resilience improvement projects.

By making these critical improvements more accessible, this ordinance will undoubtedly have a positive impact on our community's sustainability and resilience. I firmly believe that the PACER Program serves a valid public purpose, and I am excited to see it move forward.

I encourage all members of the Kenai Peninsula Borough Assembly to support Resolution 2023-005, as it is a significant step towards a more energy-efficient and resilient future for our borough.

Thank you for your dedication to this important initiative.

Sincerely,

Casie Warner

Seward AK



Samantha Allen
Executive Director

Board of Directors

Melissa Schutter
President

Robbie Huett
Vice-President

Geri Nipp
Treasurer

Jena Petersen
Secretary

Stephanie Millane

Hillary Bean

Greg Haas

Kirsten McNeil

Lyrissa Hammer

Matt Cope

Cliff Krug

October 19, 2023

To whom it may concern,

The Seward Chamber of Commerce is at the forefront of local business in our community. We recognize the availability of funding opportunities and the expense of year-round building operation as barriers to a thriving year-round economy in Seward. In the hopes of creating more opportunities for entrepreneurs to operate their business sustainably and economically, we are supporters of the C-PACER Legislation making its way to the Kenai Peninsula.

Energy efficiency is a hot topic in Seward and world-wide. The C-PACER Legislation will allow for new and existing services to have access to the grant funding they need to operate year-round. The C-PACER Legislation will have a trickle-down effect, promoting more critical services to operate on a year round schedule. This shift in our seasonally-dependent economy is crucial for the year-round citizens and business operators in Seward.

The Seward Chamber of Commerce supports the efforts of our Borough to make C-PACER Legislation attainable for all businesses on the Kenai Peninsula.

Please give this proposal your full consideration. If you have any questions please contact the Seward Chamber of Commerce at (907) 224-8951.

Best,

Samantha Allen
Executive Director

eComment
Resolution 2023-005

Melanie Lucas-Conwell

Location:

Submitted At: 9:48pm 10-24-23

I'm writing in support of Resolution 2023-005. I administer the C-PACER program for the Municipality of Anchorage and have worked with Alaska Energy Authority to create a statewide C-PACER platform. Since launching the Anchorage C-PACER program in April 2021 and working with other jurisdictions to start their program, we have received many inquiries from commercial property owners in our community looking to use this financial mechanism to finance the installation, operations, and maintenance of upgrades on their buildings that they wouldn't have been able to finance otherwise. Additionally, this program is at no cost to taxpayers, as the loans are made by private lenders. In addition to improving our building stock, these projects are creating local jobs to install, maintain and operate these upgrades. We have closed two C-PACER loans in downtown Anchorage, one for the RIM office building and the other for the Aviator Hotel, both in partnership with Northrim Bank and the support of Mayor Bronson. I'm excited to support and to continue working with the Kenai Peninsula Borough on a C-PACER program and bringing a new financing option for its commercial property owners. Thank you.

Introduced by: Mayor, Cox
Date: 02/27/24
Hearing: 04/02/24
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2024-05**

**AN ORDINANCE AMENDING BOROUGH CODE TO ADD A NEW SECTION OF
CODE RELATING TO PUBLIC NOTICE REQUIREMENTS AND AMENDING
VARIOUS SECTIONS OF CODE TO PROVIDE FOR ALTERNATIVE METHODS OF
PUBLIC NOTICE**

WHEREAS, this code amendment ordinance will amend Kenai Peninsula Borough (“KPB”) Code to provide for alternative methods of public notice in instances where Alaska Statutes do not require publication in a newspaper of general circulation; and

WHEREAS, alternative public notice methods will serve the public's interests by providing for public notice on platforms that do not require paid subscriptions to access the notice in order to maximize the reach to and diversity of constituents who receive such notices; and

WHEREAS, the different methods of notice, as allowed under state law, will provide an alternative, not prohibition, to publishing a notice in a newspaper in instances where state law does not require newspaper publication; and

WHEREAS, if future events result in local newspapers' inability to satisfy general circulation requirements, having alternative methods in place will ensure the public receives necessary communications and notices in a manner that is consistent and well-known so that there is no confusion regarding where such notices can be found; and

WHEREAS, if this ordinance is enacted, public notices from the KPB will be (1) published in a prominent, consolidated location on the borough's webpage or in a newspaper of general circulation and (2) additionally, the notice will be posted at physical locations or on the KPB's social media platforms; and

WHEREAS, sections of code that require notice to be published in a newspaper of general circulation are not changed or impacted by these amendments;

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

SECTION 1. That KPB 1.08.040 is amended as follows:

1.08.040. Definitions and construction and interpretation of terms.

In the construction of this code, and of all ordinances, the following rules [SHALL]will be observed, unless the context clearly indicates otherwise:

Q. Published: "Published" or "Publication" means in accordance with KPB 1.08.180 except when state law requires publication in a newspaper of general circulation distributed in the municipality or, if there is no newspaper of general circulation distributed in the municipality, posting in three public places for at least five days.

[Q]R. Real property: "Real property" and "land" include land, buildings, structures, improvements, and fixtures on the land, and all possessory rights and privileges appertaining to it.

[R]S. State: The word "state" or "this state" when used in this code [SHALL BE CONSTRUED TO] means the State of Alaska.

[S]T. Time: Words used in any tense include any other tense unless manifestly inapplicable.

[T]U. Words and phrases: All words and phrases [SHALL]will be construed and understood according to the common and approved usage of the language; but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in the law shall be construed and understood according to such peculiar and appropriate meaning.

SECTION 2. That the KPB Code of Ordinances is hereby amended by adding a new section to be numbered KPB 1.08.180 which shall read as follows:

1.08.180. Public notice publication requirements.

A. All legal notices, public notices, and other advertising published on behalf of the Kenai Peninsula Borough must be by purchase order authorized in accordance with the borough purchasing procedures.

B. Unless a borough code provision or state law provides otherwise, the following forms of public notice satisfy a publication requirement under borough code:

1. Publication prominently placed on the borough's webpage in a consolidated location; or

2. Publication in a newspaper of general circulation; and

3. Posting the notice at the borough administration building located at 144 N. Binkley Street, Soldotna, Alaska, at a service area's principal administration building if the notice is specific to a service area, or other public facilities or private facilities that allow for public posting; or
4. Posting the notice on a social media platform regularly maintained and operated by the borough as an official social media account of the Kenai Peninsula Borough.

C. A newspaper of general circulation is defined as a publication that:

1. Is published in newspaper format; and
2. Is distributed at least once a week for at least 50 weeks each year within the affected area as designated in subsection B and C of the section, excluding a period when publication is interrupted by a labor dispute or by a natural disaster or other casualty that the publisher cannot control; and has a total paid circulation or paid distribution of at least 500 copies, or 10 percent of the total population of the affected area as designated by subsections B and C of this section, whichever is less; and
3. Holds a second-class mailing permit from the United States Postal Service;
4. Is not published primarily to distribute advertising; and
5. Is not intended primarily for a particular professional or occupational group.

D. If there is no newspaper of general circulation distributed in the municipality, posting in three public places for at least five days satisfies publication requirements under state law. Other advertising published outside the borough will be published in the appropriate newspapers as determined by the mayor.

SECTION 3. That KPB 1.12.040(A) is hereby amended as follows:

1.12.040. - Publication, posting and public hearing required—Procedure.

A. In accordance with AS 29.25.020, at least 5 days before public hearing, a summary of each ordinance will be published in a newspaper of general circulation within the borough. Publication must include notice of the time and place of the public hearing. Publication of the title of the ordinance satisfies this requirement so long as the title fairly summarizes the ordinance. [PUBLICATION SHALL BE BY CAUSING A SUMMARY OF EACH ORDINANCE, AND, WHEN AMENDED AND SUBJECT TO FURTHER CONSIDERATION OR AMENDMENT BY THE ASSEMBLY, A SUMMARY OF ITS AMENDMENTS TO BE PUBLISHED AT LEAST ONCE IN A NEWSPAPER OF GENERAL CIRCULATION WITHIN THE BOROUGH TOGETHER WITH A NOTICE OF THE TIME AND PLACE FOR PUBLIC HEARING. PUBLICATION OF THE TITLE SHALL SATISFY THIS REQUIREMENT WHERE THE TITLE FAIRLY SUMMARIZES THE ORDINANCE. ACCOMPANYING PUBLICATION OF ORDINANCE

SUMMARIES SHALL BE A STATEMENT ADVISING THE PUBLIC THAT, SUBJECT TO LEGAL LIMITATIONS, ORDINANCES MAY BE AMENDED BY THE ASSEMBLY PRIOR TO ADOPTION WITHOUT FURTHER PUBLIC NOTICE. THE HEARING SHALL FOLLOW NEWSPAPER PUBLICATION BY AT LEAST 5 DAYS.]

SECTION 4. That KPB 4.10.020 is hereby amended as follows:

4.10.020. Definitions.

In this title, unless the context otherwise requires:

[A.] "Borough election" means any election:

1. To fill a borough office;
2. Upon a proposition submitted to the voters under the ordinances of the borough;
or
3. That the borough is required by law to administer.

[B.] "Borough office" means an elective office under the ordinances of the borough.

[C.] "Clerk" means the clerk of the borough, any properly authorized assistant or designee.

[D.] "Day" means a calendar day including Saturday, Sunday and holidays.

[E.] "Election" includes a regular, special or run-off borough election.

[F.] "Election official" means the borough clerk and members of all election boards.

[G. RESERVED.]

[H.] "Election supervisor" means the borough clerk.

[I.] "Oath" includes affirmation on penalty of perjury.

[J.] "Precinct" means the territory within which resident voters may cast votes at one polling place.

[K.] "Proposition" includes question.

[L. "PUBLICATION" MEANS A NEWSPAPER OF GENERAL CIRCULATION OR POSTING IN PUBLIC PLACES.]

[M.] "Qualified voter" means any person who has the qualifications required by this chapter and is not disqualified under Article V of the Alaska State Constitution.

[N.] "Questioned voter" means a voter whose name does not appear on the register in the precinct where [HE]the voter attempts to vote, a voter who has received an absentee ballot and does not turn it in when voting at [HIS]the voter's precinct on election day, a voter who does not bear identification or is not personally known to an election official though [HIS]the voter's name appears on the precinct register, or a voter who is questioned for good cause at the polls in writing.

[O.] "Regular election" means a general election to fill borough offices as required by Alaska Statutes.

[P.] "Registration" or "registered" refers to the form of registration required by the state election code. For borough elections, a person is registered if registered to vote in state elections in the precinct in which that person seeks to vote 30 days prior to the borough election.

[Q.] "Signature" includes any mark intended as a signature or subscription.

[R.] "Special election" means any election held at a time other than when a regular election is held.

[S.] "Swear" includes "Affirm".

[T.] "Total votes cast" means the total number of votes cast in each seat for candidates whose names are printed on the ballot plus votes properly cast for the same seat in the write-in position(s) of the ballot. Ballots which are counted as blank votes in a particular race and ballots which are counted as over votes in a particular race shall not be added into the total votes in determining the percentage of votes cast.

[U.] "Voter" means any person who presents [HIMSELF]oneself for the purpose of registering to vote or voting, either in person or by absentee application or ballot.

SECTION 5. That KP.B 17.10.080 is hereby amended as follows:

4.30.070. - Notice of vacancies.

At least three days before nominations are open for each regular election, the clerk will provide notice [SHALL PUBLISH IN ONE OR MORE NEWSPAPERS OF GENERAL CIRCULATION IN THE BOROUGH A NOTICE] of offices to be filled at the election in accordance with KP.B 1.08.180 and the procedure for filing a declaration of candidacy for the offices.

SECTION 6. That KP.B 5.04.050 is hereby amended as follows:

5.04.050. - Budget proposal—Public hearing—Notices required.

The assembly [SHALL]will set dates for two public hearings on the budget proposal. Notice of the hearings [SHALL]will be published in accordance with KP.B 1.12.040[A NEWSPAPER OF GENERAL CIRCULATION IN THE BOROUGH NOT LESS THAN 1 WEEK BEFORE EACH HEARING] and

on the borough's webpage. The assembly clerk [shall]will electronically send [ALSO CAUSE THE NOTICE TO BE PUBLISHED, SHALL MAIL]a copy to the city clerk of each city in the borough with a request that it be posted on the city [HALL BULLETIN BOARD]webpage.[, AND SHALL ALSO MAIL A COPY TO EACH POST OFFICE IN THE BOROUGH WITH THE REQUEST THAT IT BE POSTED ON THE POST OFFICE LOBBY BULLETIN BOARD].

SECTION 7. That KP.B 5.08.060 is hereby repealed:

[5.08.060. LEGAL ADVERTISING.

- A. ALL LEGAL NOTICES AND OTHER ADVERTISING PUBLISHED ON BEHALF OF THE KENAI PENINSULA BOROUGH MUST BE ORDERED BY PURCHASE ORDER DULY AUTHORIZED, IN ACCORDANCE WITH THE BOROUGH PURCHASING PROCEDURES.
- B. EVERY LEGAL NOTICE OR OTHER ADVERTISEMENT PERTAINING ONLY TO THE CENTRAL PENINSULA AREA WILL BE PLACED IN A WEEKLY OR DAILY NEWSPAPER OF GENERAL CIRCULATION LOCATED IN THAT AREA. LEGAL ADVERTISING THAT PERTAINS ONLY TO THE HOMER AREA WILL BE PUBLISHED IN A NEWSPAPER OF GENERAL CIRCULATION LOCATED IN THE HOMER AREA; AND LEGAL ADVERTISEMENTS PERTAINING TO THE SEWARD AREA WILL BE PUBLISHED IN A NEWSPAPER OF GENERAL CIRCULATION LOCATED IN THE SEWARD AREA. LEGAL ADVERTISING THAT PERTAINS ESPECIALLY TO HOMER AND SEWARD AREAS SHALL BE INCLUDED IN LOCAL NEWSPAPER OF GENERAL CIRCULATION IN THE BOROUGH, EITHER FOR BROADER COVERAGE OF INTERESTED PERSONS, OR IN THE EVENT THAT HOMER AND SEWARD DO NOT HAVE A LOCAL NEWSPAPER.
- C. LEGAL ADVERTISING OF BOROUGH-WIDE SIGNIFICANCE WILL BE PUBLISHED IN A NEWSPAPER OF GENERAL CIRCULATION WITHIN THE BOROUGH.
- D. A NEWSPAPER OF GENERAL CIRCULATION IS DEFINED AS A PUBLICATION THAT:
 - 1. IS PUBLISHED IN NEWSPAPER FORMAT;
 - 2. IS DISTRIBUTED AT LEAST ONCE A WEEK FOR AT LEAST 50 WEEKS EACH YEAR WITHIN THE AFFECTED AREA AS DESIGNATED IN THIS SUBSECTION B AND C OF THE SECTION, EXCLUDING A PERIOD WHEN PUBLICATION IS INTERRUPTED BY A LABOR DISPUTE OR BY A NATURAL DISASTER OR OTHER CASUALTY THAT THE PUBLISHER CANNOT CONTROL; AND HAS A TOTAL PAID CIRCULATION OR PAID DISTRIBUTION OF AT LEAST 500 COPIES, OR 10 PERCENT OF THE TOTAL POPULATION OF THE AFFECTED AREA AS DESIGNATED BY SUBSECTIONS B AND C OF THIS SECTION, WHICHEVER IS LESS;
 - 3. HOLDS A SECOND-CLASS MAILING PERMIT FROM THE UNITED STATES POSTAL SERVICE;
 - 4. IS NOT PUBLISHED PRIMARILY TO DISTRIBUTE ADVERTISING; AND
 - 5. IS NOT INTENDED PRIMARILY FOR A PARTICULAR PROFESSIONAL OR OCCUPATIONAL GROUP.

- E. OTHER ADVERTISING PUBLISHED OUTSIDE THE BOROUGH WILL BE PUBLISHED IN THE APPROPRIATE NEWSPAPERS AS DETERMINED BY THE MAYOR.
- F. FAILURE OF A PUBLISHED LEGAL ADVERTISEMENT TO CONFORM TO A PURCHASE ORDER AS TO REQUIRED DATES OR SEQUENCE OF PUBLICATION OR CONTENT WILL VOID THE PURCHASE ORDER. IN THE EVENT THAT THE BOROUGH INCURS ADDITIONAL COSTS DUE TO A NONCONFORMITY, THE PUBLISHER (OR NEWSPAPER) RESPONSIBLE FOR THAT ADVERTISING WILL BE HELD LIABLE FOR THOSE COSTS.
- G. TYPE SIZE FOR ALL LEGAL ADVERTISEMENTS WILL BE DETERMINED BY THE MAYOR AND SPECIFIED IN ANY REQUESTS FOR PROPOSALS TO PUBLISH.]

SECTION 8. That KPB 5.12.350 is hereby amended to read as follows:

5.12.350. Other taxes and tax liens—Tax liens—Enforcement on personal property—Procedures—Borough attorney authority.

- B. After the assembly has so specified, a copy of the roll containing the names and total amount due, together with a notice of the date collection actions will commence [SHALL]will be published in accordance in accordance with KPB 1.08.180[THE MANNER PRESCRIBED BY SECTION 5.12.260]. The notice [shall]will specify that if payment is not received by the date included in the published notice, the obligation [SHALL]will be referred to the borough attorney for collection.

SECTION 9. That KPB 5.28.210(B) is hereby amended to read as follows:

5.28.210. Solicitation and acceptance of bids.

- B. Public notice of the invitation for bids [SHALL]will be made accessible through the borough's website, published at the office of the purchasing officer, and in accordance with KPB 1.08.180 at least [ONCE IN THE NEWSPAPERS OF GENERAL CIRCULATION IN THE BOROUGH] 10 days before the last day on which bids will be accepted. The mayor [SHALL]will determine whether the services or products sought by each individual contract are of a type available from businesses located within the borough, and [SHALL]may cause additional publication of the invitation for bids within each region of the borough where such availability has been determined to exist. The contents of the notice [SHALL]must be sufficient to inform interested readers of the general nature of the supplies, services or construction being procured and the procedure for submitting a bid.

SECTION 10. That KPB 5.28.500(C) is hereby amended to read as follows:

5.28.500. Surplus disposal of tangible property.

- C. Public notice of the sale by sealed bid or at public auction [SHALL BE PUBLISHED AT LEAST ONCE IN A NEWSPAPER OF GENERAL CIRCULATION IN THE BOROUGH] will be published in

accordance with KPB 1.08.180 at least 10 days before the last day on which bids will be accepted or the auction held. Such notice [shall]will also be posted at the borough purchasing office.

SECTION 11. That KPB 5.35.160(B) is hereby amended to read as follows:

5.35.160. Notice of assessment.

- B. Within 5 days after the statements are mailed, the finance director shall publish a notice in accordance with KPB 1.08.180 that such assessments have been mailed and that the assessment roll is on file in the office of the borough clerk.

SECTION 12. That KPB 14.06.240(B) is hereby amended to read as follows:

14.06.240. Road decertification.

- B. *Procedure.* Any road decertification must comply with the following procedures:
2. *Notice and hearing.* A public hearing [shall]will be held before the RSA board regarding decertification. Notice of the hearing will be published in accordance with KPB 1.08.180[SHALL BE PUBLISHED ONCE A WEEK FOR FOUR CONSECUTIVE WEEKS IN A NEWSPAPER OF GENERAL CIRCULATION IN THE BOROUGH PRIOR TO HEARING WITH THE LAST PUBLICATION APPEARING WITHIN 14 DAYS BEFORE THE HEARING DATE]. A notice of the decertification hearing [SHALL]will 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.
 5. *Assembly—Hearing required.* A public hearing [SHALL]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 [SHALL]will be published in accordance with KPB 1.12.040[A NEWSPAPER OF GENERAL CIRCULATION ONCE A WEEK DURING EACH OF THE TWO CALENDAR WEEKS PRIOR TO THE HEARING].

SECTION 13. That KPB 14.10.055 is hereby amended as follows:

14.10.055. Public hearing and notice required.

- A. The planning commission [SHALL]will publish a notice stating street names to be changed, time and place of the public hearing, and a contact person. The public notice will be published in accordance with KPB 1.08.180. [SHALL BE PUBLISHED ONCE A WEEK FOR TWO CONSECUTIVE WEEKS IN A NEWSPAPER OF GENERAL CIRCULATION IN THE AREA OF THE RENAMED STREET.] Notice [SHALL]will be sent by regular mail to property owners fronting the street to be renamed, as shown on borough tax rolls.

- B. When the name change [ONLY] involves only a change in the suffix, the planning commission will publish a notice in accordance with KPB 1.08.180[SHALL PUBLISH A NOTICE AS PROVIDED IN] this subsection. The notice must provide: (1) a list of all streets with existing suffixes and proposed changes; (2) the time and place of the public hearing and a contact person; and (3) a vicinity map of the affected area. [SHALL CONTAIN A LIST OF ALL STREETS WITH EXISTING SUFFIXES AND PROPOSED CHANGES, AND THE TIME AND PLACE OF THE PUBLIC HEARING AND A CONTACT PERSON. THE NOTICE SHALL INCLUDE A VICINITY MAP OF THE AFFECTED AREA. THE NOTICE SHALL BE PUBLISHED TWICE A WEEK FOR TWO CONSECUTIVE WEEKS IN A NEWSPAPER OF GENERAL CIRCULATION IN THE AREA OF THE PROPOSED RENAMED STREET SUFFIX AND POSTED IN A CENTRAL LOCATION UTILIZED BY RESIDENTS AFFECTED BY THE PROPOSED RENAMING. IF PRACTICABLE, PUBLIC SERVICE ANNOUNCEMENTS WILL BE BROADCAST ON LOCAL RADIO STATIONS.]

SECTION 14. That KPB 14.40.070(A) is hereby amended as follows:

14.40.070. Oversize and overweight permits—Size and weight restrictions.

- A. *Regulation establishment.* If it is determined by the RSA director that oversize and overweight regulations are needed within the road service area, the RSA director shall decide to which rights-of-way the restrictions will apply. The rights-of-way proposed for regulation will be published in accordance with KPB 1.08.180. [SHALL BE PUBLISHED IN A NEWSPAPER OF GENERAL CIRCULATION WITHIN THE BOROUGH AT LEAST ONCE BEFORE IMPOSITION, WITH THE FIRST DATE OF PUBLISHED NOTICE BEING AT LEAST SEVEN DAYS PRIOR TO IMPOSITION. THE NOTICE SHALL BE PUBLISHED TWO ADDITIONAL TIMES IN A NEWSPAPER OR NEWSPAPERS OF GENERAL CIRCULATION WITHIN THE ROAD SERVICE AREA WHILE THE RESTRICTIONS ARE IN PLACE.] The RSA director [SHALL]will provide a report of the restrictions to the service area board prior to or at the next meeting of the road service[D] area board. The RSA board may modify the restrictions. Restrictions for particular rights-of-way remain in place unless modified or discontinued by the RSA director through publication of a notice in a newspaper of general circulation within the road service area. The RSA director may also post individual roads with load limits based on the condition of the road and traffic.

SECTION 15. That KPB 14.40.110 is hereby repealed:

[14.40.110. OVERSIZE AND OVERWEIGHT PERMITS—SIGNAGE.

THE RSA DIRECTOR MAY POST INDIVIDUAL ROADS WITH LOAD LIMITS BASED ON THE CONDITION OF THE ROAD AND TRAFFIC. POSTING DOES NOT NEGATE THE REQUIREMENT FOR PUBLISHED NOTICE SET FORTH IN KPB 14.40.070(A).]

SECTION 16. That KPB 14.40.070(A) is hereby amended as follows:

16.04.040. Public hearing—Required where—Notice—Assembly authority.

The assembly or mayor [SHALL]will fix the time and place of a public hearing to consider the necessity for the proposed service area or expanded service area. The place of the public hearing

[SHALL]must be within the boundaries of the area proposed to be established as a service area or an expansion thereof, or in a publicly-owned building in closest proximity to any of the boundaries of the proposed service area, in the event that facilities within the boundaries are not adequate to hold the public meeting. When expansion of a service area is being considered, a public hearing [SHALL]will be held in each area under consideration for expansion. Notice of the hearing will be published in accordance with KPB 1.08.180[SHALL BE PUBLISHED IN A NEWSPAPER OF GENERAL CIRCULATION IN THE PROPOSED SERVICE AREA OR EXPANDED AREA NOT LESS THAN ONE WEEK PRIOR TO THE HEARING, THE NOTICE OF THE HEARING TO BE POSTED IN EACH POST OFFICE WHICH IS UTILIZED BY THE RESIDENTS OF THE PROPOSED SERVICE AREA OR EXPANDED SERVICE AREA]. After hearing the interested persons favoring or opposing the proposed service area, the assembly may extend or shorten the boundaries of the proposed service area or expansion thereof and may introduce an ordinance at the next regular meeting of the borough assembly to establish the proposed service area or expand an existing service area with whatever boundary changes are made by the assembly as a result of the information received on the petition and at the public hearing. The boundaries of a road service area must consist of one or more election precincts as provided in this chapter. The public hearing provided for in this section may be held by a special committee of less than the whole assembly; provided, that the special committee [SHALL MAKE A] report [OF] its findings and recommendations to the whole assembly at a regular meeting prior to the assembly's action on the proposed service area or expansion thereof. The president of the assembly [SHALL]will appoint the members of the special committee to hold the public hearing at a time and place fixed by the assembly. This section [SHALL] only applies[y] to proposed new service areas and service area expansions for which voter approval is required in either AS 29.35.450 or AS 29.35.490.

SECTION 17. That KPB 16.16.030 is hereby amended as follows:

16.16.030. Board—Meetings—Quorum.

The board shall meet periodically at a regularly scheduled time and place designated by the board. Special meetings of the board may be called by the chairman of the board or by any 2 members upon [1 DAY'S NOTICE THEREOF PUBLISHED IN A NEWSPAPER HAVING GENERAL DISTRIBUTION WITHIN THE SERVICE AREA] twenty-four hour notice published in accordance with KPB 1.08.180. The notice [SHALL]will set forth the time and place of the meeting and [SHALL]will be mailed or telephoned to each board member. The attendance of a board member at a meeting constitutes a waiver of notice of the meeting. All meetings are open to the public as provided by law. [IN AS 29.23.580 AND AS 44.62.310 AND IN ACCORDANCE WITH THE POLICIES SET FORTH IN AS 44.62.312. 3] Three board members shall constitute a quorum; however, any action shall require the affirmative vote of [3] three board members.

SECTION 18. That KPB 16.20.040 is hereby amended as follows:

16.20.040. Board—Meetings—Quorum.

The board shall meet periodically at a regularly scheduled time and place designated by the board. Special meetings of the board may be called by the chair of the board or by any two members upon [ONE DAY'S NOTICE THEREOF PUBLISHED IN A NEWSPAPER OR VIA RADIO HAVING GENERAL DISTRIBUTION WITHIN THE SERVICE AREA]24 hour notice published in

accordance with KPB 1.08.180. The notice [SHALL]will set forth the time and place of the meeting and shall be mailed or telephoned to each board member. All meetings [SHALL BE]are open to the public as provided by law. Three board members shall constitute a quorum; however, an action shall require the affirmative vote of three board members.

SECTION 19. That KPB 16.28.030 is hereby amended as follows:

16.28.030. Board—Meetings—Quorum.

The board [SHALL]will meet periodically at a regularly scheduled time and place designated by the board. Special meetings of the board may be called by the chairman of the board or by any 2 members upon [1 DAY'S NOTICE THEREOF PUBLISHED IN A NEWSPAPER OR VIA RADIO HAVING GENERAL DISTRIBUTION WITHIN THE SERVICE AREA]twenty-four hour notice published in accordance with KPB 1.08.180. The notice [SHALL]will set forth the time and place of the meeting and [SHALL]will be mailed or telephoned to each board member. The attendance of a board member at a meeting constitutes a waiver of notice of the meeting. All meetings are open to the public as provided by law[IN AS 29.23.580 AND AS 44.62.310 AND IN ACCORDANCE WITH THE POLICIES SET FORTH IN AS 44.62.312]. Three board members shall constitute a quorum; however, any action shall require the affirmative vote of [3]three board members.

SECTION 20. That KPB 16.28.040 is hereby amended as follows:

16.30.040. Board—Meetings—Quorum.

The board [SHALL]will meet periodically at a regularly scheduled time and place designated by the board. Special meetings of the board may be called by the chairman of the board or by any two members upon [ONE DAY'S NOTICE THEREOF PUBLISHED IN A NEWSPAPER OR VIA RADIO HAVING GENERAL DISTRIBUTION WITHIN THE SERVICE AREA]24 hour notice published in accordance with KPB 1.08.180. The notice [SHALL]will set forth the time and place of the meeting and [SHALL]will be mailed or telephoned to each board member. All meetings are open to the public as provided by law[IN AS 29.23.580 AND AS 44.62.310 AND IN ACCORDANCE WITH THE POLICIES SET FORTH IN AS 44.62.312]. Three board members shall constitute a quorum; however, an action shall require the affirmative vote of three board members.

SECTION 21. That KPB 16.41.030 is hereby amended as follows:

16.41.030. Board—Meetings—Quorum.

- A. *Regular meetings.* The board [SHALL]will meet periodically at a regularly scheduled time and place designated by the board.
- B. *Special meetings.* Special meetings of the board may be called by the chairman of the board or by any three members upon [ONE DAY'S NOTICE THEREOF PUBLISHED IN A NEWSPAPER OR VIA RADIO HAVING GENERAL DISTRIBUTION WITHIN THE SERVICE AREA]24 hour notice published in accordance with KPB 1.08.180.

SECTION 22. That KPB 16.50.040 is hereby amended as follows:

16.50.040. Board—Meetings—Quorum.

The board [SHALL]will meet periodically at a regularly scheduled time and place designated by the board. Special meetings of the board may be called by the chair of the board or by any two members upon [ONE DAY'S NOTICE THEREOF PUBLISHED IN A NEWSPAPER OR VIA RADIO HAVING GENERAL DISTRIBUTION WITHIN THE SERVICE AREA]24 hour notice published in accordance with KPB 1.08.180. The notice [SHALL]will set forth the time and place of the meeting and [SHALL]will be mailed or telephoned to each board member. All meetings [SHALL BE]are open to the public as provided by law. Four board members shall constitute a quorum; however, an action shall require the affirmative vote of four board members.

SECTION 23. That KPB 16.80.040(B) is hereby amended as follows:

16.80.040. Board—Meetings—Quorum.

B. *Special meetings.* Special meetings of the board may be called by the chair of the board or by any three members upon [AT LEAST TWO DAYS' NOTICE THEREOF PUBLISHED IN A NEWSPAPER OR VIA RADIO HAVING GENERAL DISTRIBUTION WITHIN THE BOROUGH AND POSTING NOTICES AT THE BOROUGH ADMINISTRATIVE OFFICES AT 144 N. BINKLEY STREET, SOLDOTNA, ALASKA]24 hour notice published in accordance with KPB 1.08.180. Notice [SHALL ALSO BE MAILED OR ELECTRONICALLY TRANSMITTED]will also be emailed to each board member. The attendance of a board member at a meeting constitutes a waiver of notice of the meeting.

SECTION 24. That KPB 17.08.010(B) is hereby amended as follows:

17.08.010. Authority to dispose of forest resources.

B. The mayor [SHALL]may identify harvest areas of at least 40 acres containing commercially valuable amounts of dead and mature timber. Notice of the parcels proposed for salvage or harvest of dead and mature timber [SHALL BE PUBLISHED PER KPB CODE 5.08.060]will be published in accordance with KPB 1.08.180 and [SHALL] inform prospective purchasers of the size, location and other pertinent information about the harvest area. The mayor may request that proposals be submitted by interested parties stating the parcels from which the parties propose to salvage or harvest their timber and the amount which the prospective purchaser would pay to the borough for harvest of timber.

SECTION 25. That KPB 17.10.080(H) is hereby amended as follows:

17.10.080. Classification and reclassification of borough lands.

H. Notice of the proposed classification will be published in accordance with KPB 1.08.180. [SHALL BE PUBLISHED TWO TIMES IN A NEWSPAPER OF GENERAL

CIRCULATION IN THE LOCAL AREA IN WHICH THE CLASSIFICATION IS PROPOSED. IN AREAS NOT SERVED BY DAILY NEWSPAPERS, THE NOTICE SHALL BE POSTED IN THE POST OFFICE OF THE IMPACTED COMMUNITY AND SENT TO THE APPROPRIATE ADVISORY PLANNING COMMISSION.] The notice [SHALL]must contain the description of the property to be classified, the general location, proposed classification, where written comments may be submitted, the last date for which written comments may be submitted, and the date, time and location of the planning commission public hearing. [AT THE BEGINNING OF THE NOTICE PERIOD A COPY OF THE NOTICE SHALL BE SENT BY REGULAR MAIL TO ALL OWNERS AND/OR] LEASEHOLDERS OF RECORD OF PROPERTY LOCATED WITHIN A RADIUS OF ONE-HALF MILE OF THE LANDS TO BE CLASSIFIED.] Notice [SHALL]will also be sent to applicable local, state or federal government agencies, advisory planning commissions, all owners and leaseholders of record of property located within a radius of one-half mile of the lands to be classified[and other interested groups]. The public comment period [SHALL]will not be less than thirty (30) calendar days from the date of the first publication of the notice. When land is classified in conjunction with the adoption or implementation of a community land use plan that was adopted as an element of a comprehensive plan, or within a city with a zoning ordinance the classification is excepted from the requirement that public notice be mailed to all owners and[/OR] leaseholders of record property located within a radius of one-half mile of the land to be classified.

SECTION 26. That KPB 17.10.110 is hereby amended as follows:

17.10.110. Notice of disposition.

Notice of disposition of land sales will be published in accordance with KPB 1.08.180[SHALL BE PUBLISHED FOUR TIMES IN THE THIRTY DAY PERIOD IMMEDIATELY PRECEDING THE DATE OF THE SALE]. The last notice of disposition must appear not less than five calendar days prior to the date of disposal. [IN AREAS NOT SERVED BY DAILY NEWSPAPERS, THE NOTICE SHALL BE POSTED IN APPROPRIATE POST OFFICES AND SENT TO APPROPRIATE ADVISORY PLANNING COMMISSIONS.] The notice [SHALL]must contain a brief description of the land, the general location of the land and the terms of the sale as fixed by the assembly by ordinance.

SECTION 27. That KPB 17.10.130(F)(2) is hereby amended as follows:

17.10.130. Conveyance of the land.

- F. Where the conveyance instrument contains deed restrictions, those restrictions may be modified by:
2. Within 60 calendar days from the date of receipt of the petition, notice of the petition will be published in accordance with KPB 1.08.180[SHALL BE PUBLISHED TWO TIMES IN A NEWSPAPER OF GENERAL CIRCULATION IN THE LOCAL AREA IN WHICH THE PROPERTY IS LOCATED. IN AREAS NOT SERVED BY DAILY NEWSPAPERS, THE NOTICE SHALL BE POSTED IN THE POST OFFICE OF THE IMPACTED COMMUNITY AND SENT TO THE APPROPRIATE ADVISORY PLANNING COMMISSION. THE NOTICE SHALL CONTAIN THE DESCRIPTION OF THE

PROPERTY, THE GENERAL LOCATION, PROPOSED RESTRICTION MODIFICATION, WHERE WRITTEN COMMENTS MAY BE SUBMITTED, THE LAST DATE FOR WHICH WRITTEN COMMENTS MAY BE SUBMITTED, AND THE DATE, TIME AND LOCATION OF THE PLANNING COMMISSION MEETING. AT THE BEGINNING OF THE NOTICE PERIOD A COPY OF THE NOTICE SHALL BE SENT BY REGULAR MAIL TO ALL OWNERS AND/OR LEASEHOLDERS OF RECORD OF PROPERTY LOCATED WITHIN A RADIUS OF ONE-HALF MILE OF THE LANDS UNDER PETITION. NOTICE SHALL ALSO BE SENT TO APPLICABLE LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES, ADVISORY PLANNING COMMISSION AND OTHER INTERESTED GROUPS.] The public comment period shall not be less than 30 calendar days from the date of the first publication of the notice.

SECTION 28. That KPB 17.10.190(C) is hereby amended as follows:

17.10.190. Casual use of borough land.

- C. The mayor may close any and all borough land to casual use by issuing a written order that contains a finding that an emergency exists and a statement of the facts on which the finding is based. The mayor [SHALL PUBLISH] will publish a notice of the location of borough land that the mayor has closed to casual use in accordance with KPB 1.08.180.

SECTION 29. That KPB 17.10.250 is hereby amended as follows:

17.10.250. Definitions.

In this chapter, unless the context otherwise requires:

- [A.] "Agriculture" means activities that result in products for human or animal use. Agriculture activities may include raising crops, animals, or grazing animals. Agriculture does not include human habitation.
- [B.] "Borough land" means land or interest in land to which the borough holds legal and/or equitable title.
- [C.] "Casual use" means a use of borough land that is nonexclusive and involves only minimal disturbance to the land. Nonexclusive examples of a casual use are hiking, cross country skiing, snow machining, berry picking, hunting, brushing survey lines or trails where roots are not disturbed, livestock drives, and the use of all-terrain vehicles off an established road or right-of-way but on an existing trail. However, hiking trails or consistent use for hiking and establishing hunting camps do not constitute a casual use.
- [D.] "Commercial" means lands suitable for development or location of service oriented facilities such as stores, offices, medical clinics, restaurants, lodges, vehicular service stations, hotels, and camper parks. Lands must be able to support on-[SIGHT] site water and sewer systems or capable of receiving water and/or sewer service, located near public utilities and be in proximity to residential areas.

- [E.] "Date of Sale" means the calendar date for which the sale is scheduled to take place, not the date of closing.
- [F.] "Dedication" means the deliberate grant of land by an owner to the public for any general and public use, with the owner reserving no other rights than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted and the borough has formally accepted it.
- [G.] "Easement" means an interest held by one party in land or another whereby the first party is accorded partial use of such land for a specific purpose. An easement restricts but does not abridge the rights of the fee owner to the use and enjoyment of his land.
- [H.] "Emergency" means an unforeseen circumstance which demands immediate action.
- [I.] "Established material site" means those former state permit sites which were transferred to the borough.
- [J.] "Fair market value" means the estimated price that land would bring in an open market and under the then prevailing market conditions in a sale between a willing seller and a willing buyer both conversant with the property and with prevailing general price levels. The borough assessor shall determine fair market value unless the mayor determines in writing that a fee appraiser shall determine fair market value.
- [K.] "Fair market rental value" means the estimated rental price that land would rent for in an open market and under the then prevailing market conditions in a lease between a willing lessor and a willing lessee both conversant with the property and with prevailing general rent levels. The borough assessor shall determine the fair market rental value unless the mayor determines in writing that a fee appraiser shall determine fair market rental value.
- [L.] "Final Decision" or "selected approved" means lands acquired under the borough's general land grant entitlement and have been approved by receipt of a final decision from the State, but patent has not been issued to the borough. Management authority for these lands has been passed from the state to the borough.
- [M.] "General grant land entitlement" means a grant of land pursuant to A.S. 29.65 and also may be referred to as "municipal entitlement land".
- [N.] "Geophysical hazard" includes, but is not limited to, a hazard such as an earthquake, slumping, flooding, erosion, or avalanche.
- [O.] "Government" means lands that may be or are required for use by a federal, state or local governmental entity. Such uses include existing and future school sites; sites for service area facilities; or, any governmental use determined to be beneficial to the public.
- [P.] "Grazing lands" means those lands which in their natural state have the physical and climatic features that make them primarily useful for the pasturing of domestic livestock.

This classification is not exclusive and may overlap any other classification thereby allowing other nonconflicting uses.

- [Q.] "Heavy industrial" means lands suitable for processing chemicals or manufacturing from or extraction of raw materials, stockyards, fish processing plants, distilleries, or uses that may discharge water, create hydrocarbons, excessive noise, odors, danger of explosions, or waste material, making them incompatible with most other land uses. Lands should not be located in or immediately adjacent to residential development; parcels should be of sizes reasonably appropriate to accommodate the activities together with sufficient buffers zones for the activity associated with this class of use. Appropriate access shall be available or feasible without going through residential areas. The lands shall be in a location that is reasonably convenient to conduct the activity.
- [R.] "Institutional" means lands which may be of value for the location of churches, private schools, clubs, associations, nonprofit organizations, cemeteries.
- [S.] "Light Industrial" means lands suitable for industrial uses that generally do not have offensive characteristics and can be conducted primarily inside closed buildings. Such uses may include warehousing, storage inside enclosed areas, and light manufacturing not inside buildings.
- [T.] "License" means permission to do something which without the license would not be allowable. A license does not grant any interest in the land.
- [U.] "Materials" means common varieties of sand, gravel, rock, peat, pumice, pumicite, cinders, clay and sod.
- [V.] "Person" means any person, firm, corporation or partnership.
- [W.] "Preservation" means lands needed for stabilization or maintenance of natural features, historic value, known nesting areas of migratory birds or required to maintain the integrity of certain types of easements or as buffers, green belts, water sheds or other reservations to preserve natural resources and aesthetic qualities. Soils may be of such a nature as to not be usable for construction of buildings.
- [X.] "Public purpose" or "public use" means a present or future purpose or use that will promote the health, safety, morals, general welfare, security, prosperity and happiness or the residents of the borough as a community at large rather than as individuals.
- [Y.] "Public utility" means an agency that is licensed, authorized, and regulated to provide utility services for public use.
- [Z.] "Public utility easement" means a portion of land reserved for the purpose of providing utility services by an agency or public utility.
- [AA. "PUBLISH" MEANS APPEARING AT LEAST ONCE IN A NEWSPAPER OF GENERAL CIRCULATION DISTRIBUTED IN THE BOROUGH.

- [BB.] "Qualified appraiser" means a real estate appraiser or firm that employs an appraiser that is in good standing and is certified by the State of Alaska in accordance with AS 08.87.020, AS 08.87.110, and AS 08.02.030. An appraiser who is certified by the Alaska Association of Assessing Officers as an Alaska Certified Assessor/Appraiser. It shall also mean that the appraiser shall hold the appropriate level certification commensurate with the appraisal assignment.
- [CC.] "Recreational" means land located in an area where the potential for recreational use exists. This may include both indoor and outdoor uses such as gun ranges, archery ranges, camping, golf courses, snow machine trails, cross country trails, skiing, boating, fishing or which may provide access to those activities. Recreational does not include use of lands for amusement parks. Site conditions for any authorized use must be appropriate and suited for such uses. Recreational lands disposed of to private parties must allow public use unless specifically waived by ordinance. If recreational lands are for sale or lease then restrictions may be imposed for appropriate uses given conditions and surrounding use. Not all activities are suitable for all sites.
- [DD.] "Residential" means lands suitable for development for single family or multifamily settlement of a permanent nature. Residential parcels may be located adjacent to existing communities or are determined to be necessary for future community development. Residential parcels must be able to support on-site water and sewer systems or capable of receiving water and/or sewer service, have legal access and feasible physical access, suitable terrain and appropriate with the given surrounding uses.
- [EE.] "Resource" as used in this chapter means sand, gravel, timber, peat, turf, soil, rock, shale, water, or such other natural material having value.
- [FF.] "Resource development" means land containing resources of sufficient volume and quality and located so that on-going development or production of those resources would yield an overall net economic return. Lands so classified may be sold or leased subject to appropriate restrictions concerning operations or future reclamation. Lands so classified may be retained by the borough and resources on those lands may be sold or permitted for use.
- [GG.] "Resource management" means land having resources which may be extracted as an interim use in manner which will not create a negative impact on the most appropriate use of the land. This classification is not exclusive and may overlap any other classification thereby allowing other non-conflicting uses. Resources on these lands may be sold or permitted for use.
- [HH.] "Rural" means lands which are located in a remote area. This classification will have no restrictions.
- [II.] "Short term lease" means the lease of borough land for a period not to exceed five years.

[JJ.] "Subdivision":

1. Means the division of a parcel of land into two or more lots or other division for the purpose of sale or building development, includes resubdivision, and relates to the process of subdividing or to the land subdivided.
2. Does not include cadastral plats, cadastral control plats, open-to-entry plats, or remote parcel plats created by or on behalf of the state regardless of whether these plats include easements or other public dedications.

[KK.] "Temporary use" means a use of borough land that is either exclusive or nonexclusive, but the use is not pursuant to an authorized lease, easement, extraction license, or commercial sale of borough sand, gravel, or green wood timber sources. Examples of a temporary use are the use of borough land for temporary access or a construction easement, one day only events, staging areas, or annual civic events.

[LL.] "Trespass" means the unauthorized use or possession of borough land.

[MM.] "Unapproved selection" or "unapproved lands" means those lands selected under the borough's general land grant entitlement for which approval has not been obtained from the State.

[NN.] "Unintentional trespass" means the inadvertent location of a structure on borough land.

[OO.] "Utility/transportation" (not including oil and gas and electricity generation or production facilities) means lands which may be of value for airports, port and harbor facilities, power lines, pipelines, utility services, rights-of-way, easements and related activities but does not include general and production facilities for oil and gas and electricity.

[PP.] "Waste handling" means land with suitable characteristics and location for the express purpose of providing facilities to handle solid waste, recyclable materials, transfer stations, junked or wrecked vehicles, demolition refuse, septic and sewage waste and industrial waste. Disposal or use of any tract so classified will be subject to determination of the tract being suitable for a particular proposed activity.

SECTION 30. That KPB 17.50.040 is hereby amended as follows:

17.50.040. Notice of forest resource disposal.

The mayor or designee [~~SHALL GIVE~~will publish notice for disposal of forest resources in accordance with KPB 1.08.180[~~BY CONTRACT BY LEGAL ADVERTISEMENT PUBLISHED ONCE IN A PUBLICATION OF GENERAL CIRCULATION IN THE BOROUGH~~]. Public notice [~~SHALL~~will] be

advertised a minimum of 30 days prior to the disposal of forest resources and [SHALL]will include the following:

- A. Type of contract;
- B. Location of proposed disposals;
- C. Minimum acceptable bid, if applicable;
- D. Method of bidding;
- E. Time and place of bidding;
- F. Duration of contract; and
- G. Location of detailed information on the disposal

SECTION 31. That KPB 20.10.100 is hereby amended as follows:

20.10.100. Notice; Public Hearing.

- A. Notice of any public hearing required under this title shall be given in accordance with this section.
- B. Required forms of notice are as follows:
 - 1. Publication in a newspaper of general circulation in the borough prior to the public hearing or, if there is no newspaper of general circulation distributed in the municipality, posting in three public places for at least five days.
 - 2. Notices [SHALL]will be mailed at least 14 days before the public hearing to all record owners of property within a distance of [600]300 feet of the exterior boundary of the property that is the subject of the application or hearing. All notices [SHALL]will be mailed to the record owner at the address listed in the current property tax record of the borough assessor.
 - 3. Notice of the public hearing will also be posted on the borough's webpage [MUST BE POSTED ON THE BOROUGH PLANNING DEPARTMENT'S WEBSITE] and posted on the planning department's bulletin board located at 144 N. Binkley Street, Soldotna, Alaska.
 - 4. The planning director may direct that additional notice of the public hearing be given. The planning commission, at its discretion, may also direct additional notice of the public hearing be given. However, the failure to give such additional notice shall not affect the validity of any proceeding under this title.

SECTION 32. That KPB 20.90.010 is hereby amended as follows:

20.90.010. Definitions generally.

In this title, unless otherwise provided, or the context otherwise requires, the following definitions shall apply.

"Agenda" means the list of items to be considered by the planning commission or plat committee, in the order in which they are to be taken up, and includes the time and location of the meeting; THE AGENDA ALSO SERVES AS PUBLIC NOTICE, PUBLISHED IN LOCAL PAPERS AND ONLINE, AND POSTED IN PUBLIC LOCATIONS.]

SECTION 33. That KPB 20.90.010(A) is hereby amended as follows:

21.04.020. Notification of proposed zoning district creation or change and hearing.

- A. When a public hearing is to be held by the Assembly concerning the creation, amendment, or abolishment of a zoning district other than the rural district, a notice containing the following information shall be published in accordance with KPB 1.12.040 and posted on the borough's webpage[AT LEAST TWICE IN A NEWSPAPER OF GENERAL CIRCULATION IN THE SUBJECT ZONING DISTRICT DURING EACH OF THE TWO CALENDAR WEEKS PRIOR TO THE PUBLIC HEARING DATE]. Additionally, a copy of the notice will be mailed to all real property owners of record whose property is located in the specific district where the district boundaries overlaying that property are proposed to be created, amended, or abolished. If the subject district is an overlay district this notice by mail requirement will not apply to owners of property in other districts that are not located in the subject overlay district.

SECTION 34. That KPB 21.11.020(A) is hereby amended as follows:

21.11.020. Public hearing notice.

- A. Notice of the public hearing will be published in accordance with KPB 1.08.180[SHALL BE PUBLISHED AT LEAST TWICE IN A PAPER OF GENERAL CIRCULATION WITHIN THE CITY. THE NOTICE SHALL BE PUBLISHED DURING EACH OF THE 2 CALENDAR WEEKS PRIOR TO THE PUBLIC HEARING DATE].

SECTION 35. That KPB 21.25.060 is hereby amended as follows:

21.25.060. Notice.

Notice of the pending application will be published in accordance with KPB 1.08.180 and sent by regular mail to all owners and leaseholders of record of property located with a radius of one-half mile of the subject property [SHALL BE PUBLISHED TWO TIMES IN A NEWSPAPER OF GENERAL CIRCULATION IN THE LOCAL AREA IN WHICH THE LAND USE IS PROPOSED. THE NOTICE SHALL ALSO BE POSTED IN THE POST OFFICE(S) OF THE IMPACTED COMMUNITY. AT THE BEGINNING OF THE NOTICE PERIOD A COPY OF THE NOTICE SHALL BE SENT BY REGULAR MAIL

TO ALL OWNERS AND/OR LEASEHOLDERS OF RECORD OF PROPERTY LOCATED WITH A RADIUS OF ONE-HALF MILE OF THE SUBJECT PROPERTY]. The notice shall contain a description of the proposed location, the type of proposed land use, the applicant's name, where written comments may be submitted, the last date for which written comments may be submitted, and the date, time and location of the public hearing.

SECTION 36. That KPB 22.10.030 is hereby amended as follows:

22.10.030. Advertisement and selection.

- A. The assembly president, upon being informed of the vacancy of the borough clerk, [SHALL CAUSE ANNOUNCEMENTS OF THE VACANCY TO BE PUBLISHED AT LEAST ONCE IN EACH NEWSPAPER WITHIN THE BOROUGH AND OTHER MAJOR NEWSPAPERS AND SHALL] will publish notice of the vacancy in accordance with KPB 1.08.180 and give notice to the Alaska Municipal League, stating in summary the qualifications for appointment, the salary range, and the time and manner of making application for the position.

SECTION 37. That this ordinance shall be effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2024.

Brent Johnson, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Legal Department

MEMORANDUM

TO: Brent Johnson, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor *PM*

FROM: Sean Kelley, Borough Attorney *SK*

DATE: February 15, 2024

RE: Ordinance 2024-05, Amending Borough Code to Add a New Section of Code Relating to Public Notice Requirements and Amending Various Sections of Code to Provide for Alternative Methods of Public Notice (Mayor)

This code amendment Ordinance will amend Kenai Peninsula Borough (“KPB”) Code to provide for alternative methods of public notice in instances where Alaska Statutes do not require publication in a newspaper of general circulation. These amendments will add flexibility to public notice requirements but will not mandate that any department or service area change current practices. The code changes do not prohibit continued publication in a newspaper; rather, the amendments provide for alternatives to newspaper publication in certain instances and are aimed to reach a diverse constituency within the KPB.

This Ordinance will add a new section of code, KPB 1.08.180. This change moves provisions of current KPB 5.08.060 relating to legal advertising under the KPB's general provisions chapter and then repeals KPB 5.08.060. In addition, KPB 1.08.180 includes a new subsection B relating to acceptable forms of public notice. Subsection B states that unless a code provision or state law provides otherwise, a publication requirement under borough code is satisfied through the following methods of notice:

1. Either, publication prominently placed on the borough's webpage OR publication in a newspaper of general circulation; and
2. Posting the notice at the borough administration building, at a service area's principal administration building if the notice is specific to a service area, other public facilities or private facilities that allow for public posting OR posting the notice on a social media platform regularly maintained and operated by the borough as an official social media account of the Kenai Peninsula Borough.

Such notice ensures publication – either on the borough's webpage or in a newspaper – and public posting – either at a prominent building location or on one of the borough's social media platforms – of all public notices.

A comparison table of publication requirements in KPB code and State law is attached.

Your consideration is appreciated.

Comparison Table of Publication Requirements in KPB Code		
Section of KPB Code	Required under State Law?	Amended by this Ordinance to provide for alternative notice methods in accordance with new KPB 1.08.180 public notice requirements section?

KPB 1.12.040 (ordinance public hearing notice)	Yes (AS 29.25.020)	No – but this section is amended to reference requirement under AS 29.25.020.
KPB 4.10.020 (definition for publication)	No	Yes
KPB 4.10.060(A) (Notice of Election)	No	No
KPB 4.10.060(C) (Notice of Run-Off Election)	Yes (AS 29.26.060)	No
KPB 4.10.060(D) (Notice of bonded indebtedness)	Yes (AS 29.47.190)	No
KPB 4.30.070 (Notice of vacancies)	No	Yes
KPB 4.60.030 (Ballot tabulator tests and security)	No	Yes
KPB 4.120.030 (Notice of Election)	No	No
KPB 4.130.140 (Initiative election)	Yes (AS 29.26.170)	No
KPB 5.04.050 (budget proposal)	No	Yes – not to provide alternative to posting but other amendments are proposed
KPB 5.08.060 (legal advertising)	No	Yes – this is moved to the new KPB 1.08.180 with changes. (repealed)
KPB 5.12.240 (PTX – distraint and sale)	Yes (AS 29.45.310)	No
KPB 5.12.260 (Foreclosure list)	Yes (AS 29.45.330)	No
KPB 5.12.320 (foreclosure lands for sale)	No	No – AS 09.35.140 requires notice of sale on execution before sale of property so while AS 29.45. does not specifically require, it's probably a best practice to keep
KPB 5.12.350 (PTX – enforcement)	No	Yes
KPB 5.28.210 (Solicitation and acceptance of bids)	No	Yes
KPB 5.28.500 (Surplus disposal)	No	Yes
KPB 5.35.125 (USAD – ordinance of appropriation)	Yes (AS 29.46.030(C))	No

Comparison Table of Publication Requirements in KPB Code		
Section of KPB Code	Required under State Law?	Amended by this Ordinance to provide for alternative notice methods in accordance with new KPB 1.08.180 public notice requirements section?

KPB 5.35.150 (USAD ordinance of assessment)	Yes (AS 29.46.020)	No
KPB 5.35.160 (USAD – Notice of assessment)	Yes (AS 29.46.080)	No
KPB 12.08.080 (Notice to owners and lienholders)	Yes (AS 28.11.040)	No
KPB 14.06.240 (Road decertification)	No	Yes
KPB 14.10.055 (street names public hearing)	No	Yes
KPB 14.31.090 (RIAD – resolution to form)	Yes (AS 29.46.020-.030)	No
KPB 14.31.130 (RIAD – Notice of assessment)	Yes (AS 29.46.080)	No
KPB 14.31.100 (RIAD ordinance levying assessments)	Yes (AS 29.46.020)	No
KPB 14.40.070 (Size and weight restrictions)	No	Yes
KPB 14.40.110 (Signage)	No	Yes - repealed
KPB 16.04.040 (Public hearing service area formation or change)	No	Yes
KPB 16.16.030 (NPRSA – board meetings)	No	Yes
KPB 16.20.040 (KESA – board meetings)	No	Yes
KPB 16.28.030 (BCFSA – board meetings)	No	Yes
KPB 16.30.040 (CES – board meetings)	No	Yes
KPB 16.41.030 (RSA – board meetings)	No	Yes
KPB 16.50.040 (SRSA – board meetings)	No	Yes
KPB 16.80.040 (EPHESA – meetings)	No	Yes
KPB 17.08.010 (Forest resources disposal)	No	Yes
KPB 17.10.080 (Classification [KPB Lands])	No	Yes
KPB 17.10.110 (notice of disposition [KPB lands])	No	Yes

Comparison Table of Publication Requirements in KPB Code		
Section of KPB Code	Required under State Law?	Amended by this Ordinance to provide for alternative notice methods in accordance with new KPB 1.08.180 public notice requirements section?

KPB 17.10.130 (Conveyances of land – deed restrictions)	No	Yes
KPB 17.10.190 (Casual use)	No	Yes
KPB 17.10.250 (Definitions)	No	Yes
KPB 17.50.010 (forest management plan)	No	No
KPB 17.50.040 (Forest resource disposal)	No	Yes
KPB 20.10.110	Yes (AS 29.40.130)	Yes – not alternative but other amendments proposed.
KPB 20.90.010	No	Yes
KPB 21.04.020	No	Yes
KPB 21.11.020	No	Yes
KPB 21.25.060	No	Yes
KPB 22.10.060	No	Yes

Kenai Peninsula Borough Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor *pm*

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

FROM: Kevin Kinnie, Project Manager *kk*

DATE: February 20, 2024

RE: Authorization to Award a Contract for ITB24-025 Seward Bear Creek Flood Service Area Construction Surveys

The Purchasing and Contracting Office formally solicited and received bids for the ITB24-025 Seward Bear Creek Flood Service Area Construction Surveys. Bid packets were released on January 9, 2024, and the Invitation to Bid was advertised in the Peninsula Clarion on January 10, 2024, and in the Anchorage Daily News on January 9, 2024.

The project is soliciting quotes from engineering firms to provide all labor, materials, and equipment to perform the engineering services for the Seward Bear Creek Flood Service Area. The successful firm will provide construction ready documents and establish survey control at selected locations.

On the due date of February 13, 2024, three (3) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$61,396.00 was submitted by McLane Consulting Inc, Soldotna, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 259-21212-00000-43011.

Peter Micciche

Peter A. Micciche, Borough Mayor

2/23/2024

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>259-21212-00000-43011</u>
Amount	<i>CJ BH</i> <u>\$61,396.00</u>
By: _____	Date: <u>2/22/2024</u>
NA	

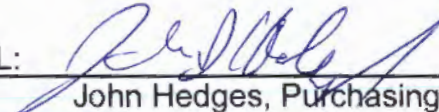
**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB24-025 SBCFSA Construction Survey

CONTRACTOR	LOCATION	BASE BID
McLane Consulting, Inc	Soldotna, AK	\$61,396.00
Bell and Associates	Anchorage, AK	\$69,500.00
AK Built Construction and Design, LLC	Eagle River, AK	\$181,108.65

DUE DATE: February 13, 2024

KPB OFFICIAL:


John Hedges, Purchasing & Contracting Director