



Kenai Peninsula Borough

144 North Binkley Street
Soldotna, AK 99669

Meeting Agenda Assembly

Brent Johnson, President
Brent Hibbert, Vice President
Jesse Bjorkman
Lane Chesley
Tyson Cox
Richard Derkevorkian
Cindy Ecklund
Bill Elam
Mike Tupper

Tuesday, February 2, 2021

6:00 PM

Betty J. Glick Assembly Chambers

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.

[Clerk's Note: The invocation was offered by David Dial.]

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.)*

APPROVAL OF MINUTES

[KPB-2959](#) January 19, 2021 Regular Assembly Meeting Minutes

Attachments: [January 19, 2021 Regular Assembly Meeting Minutes](#)

COMMENDING RESOLUTIONS AND PROCLAMATIONS

PRESENTATIONS WITH PRIOR NOTICE

(20 minutes total)

1. [KPB-2960](#) Kenai Peninsula Borough School District Quarterly Report (10 Minutes)

Attachments: [Quarterly Report to Assembly](#)

2. [KPB-2955](#) Vitamin D and COVID-19, Paul Seaton (10 Minutes)

Attachments: [Presentation](#)

[Additional Information](#)

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

(3 minutes per speaker; 20 minutes aggregate)

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

(Testimony limited to 3 minutes per speaker)

Ordinances referred to Lands Committee

- [2021-01](#) An Ordinance Amending KPB 17.10, Borough Lands and Resources, to Change Agriculture and Grazing Lease Rates to a Standard Fee Schedule and Clarify Tax Responsibility (Mayor)

Attachments: [Ordinance 2021-01](#)

[Amendment Memo 020221](#)

[Planning Commission Recommendation](#)

[Memo](#)

[Public Comment 020221](#)

UNFINISHED BUSINESS

1. Postponed Items

Unfinished Business referred to Lands Committee

[2021-002](#) A Resolution Updating the Kenai Peninsula Borough Schedule of Rates, Charges, and Fees, Pursuant to KPB 1.26, to include Rates for Agricultural and Grazing Leases (Mayor)

Attachments: [Resolution 2021-002](#)
[Memo](#)
[Planning Commission Recommendation](#)

NEW BUSINESS

1. Resolutions

Resolutions referred to Finance Committee

[2021-009](#) A Resolution Designating the Newspaper and Authorizing Award of a Contract for the Publication of the 2021 Foreclosure List, and the Delinquent Leasehold, Mobile Homes, Personal and Other Tax Lists for the Tax Year 2020 and Prior (Mayor)

Attachments: [Resolution 2021-009](#)
[Memo](#)

2. Ordinances for Introduction

Ordinances for Introduction and referred to the Finance Committee

[2020-19-18](#) An Ordinance Appropriating Supplemental Funds to Support the Western Emergency Service Area for the Remainder of Fiscal Year 2021 (Mayor)

Attachments: [Ordinance 2020-19-18](#)
[Memo](#)
[Service Area Board Recommendations](#)
[Reference Copy - Ordinance 2020-31](#)
[Reference Copy - Ordinance 2020-49](#)

[2021-04](#) An Ordinance Approving the Transfer of Assets from Ninilchik Emergency Services, Inc. to the Kenai Peninsula Borough on Behalf of the Newly Expanded Fire & Emergency Medical Service Area (Mayor)

Attachments: [Ordinance 2021-04](#)
[Amendment Memo 021621](#)
[Planning Commission Recommendation](#)
[Memo](#)
[Purchase Agreement](#)
[Exhibit](#)
[Reference Copy - Ordinance 2020-31](#)
[Reference Copy - Ordinance 2020-49](#)

[2021-05](#) An Ordinance Authorizing the Negotiated Lease of Office Space at the Western Emergency Service Area Fire Department, Ninilchik Station (Mayor)

Attachments: [Ordinance 2021-05](#)
[Memo](#)
[Service Area Board Recommendations](#)
[Lease](#)
[Appendix A](#)
[Space Lease Exhibit](#)

Ordinances for Introduction and referred to the Policies and Procedures Committee

[2021-06](#) Amending KP 16.04 - Establishment of Service Areas to Establish Residency Requirements for Appointed Service Area Board Members (Mayor)

Attachments: [Ordinance 2021-06](#)
[Memo](#)

3. Other

Other items referred to Lands Committee

[KPB-2958](#) Petition to Vacate 30-foot-wide Oliver Street Right-of-way, Including the Associated Utility Easement, North of Half Moon Avenue as Dedicated on Arrowhead Estates Phase 1 Plat KN 2000-7. The right-of-way being Vacated is Unconstructed and Located within the NW1/4 NW1/4 of Section 19, Township 5 North, Range 9 West, Seward Meridian, Alaska, Within the Kenai Peninsula Borough. KPB File 2020-147V. (Referred to Lands Committee) (Notice to Rescind Previous Action Offered by Derkevorkian)

Attachments: [Derkevorkian - Motion to Rescind - Oliver Str Petition to Vacate](#)
[Petition to Vacate Oliver Street](#)

Other items referred to Policies and Procedures Committee

[KPB-2956](#) Confirming the Appointment to the Nikiski Senior Service Area Board (Mayor) (Referred to Policies and Procedures Committee)

Julie Ware, Seat A, Term Expires October, 2021

Attachments: [Appointment](#)

MAYOR'S REPORT

[KPB-2961](#) Mayor's Report Cover Memo

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

1. Assembly Requests/Responses - None.

2. Agreements and Contracts

a. [KPB-2962](#) Authorization to Award a Contract for ITB21-015 Calcium Chloride Purchase FY2021 to NorthStar Supply, LLC., Palmer, Alaska.

Attachments: [Authorization to Award Contract ITB21-015](#)

3. Other

a. [KPB-2963](#) Revenue-Expenditure Report - December 2020

Attachments: [Revenue - Expenditure Report - December 2020](#)

b. [KPB-2969](#) Budget Revisions - December 2020

Attachments: [Budget Revisions - December 2020](#)

- c. [KPB-2964](#) Investment Report - Quarter Ended 12/31/20
Attachments: [Investment Report Quarter Ended 12/31/20](#)
- d. [KPB-2965](#) FY21-2Q Senior Center Grant Reports
Attachments: [FY21-2Q Senior Center Grant Reports](#)
- e. [KPB-2966](#) FY21-2Q Economic Development Grant Reports
Attachments: [FY21-2Q Economic Development Grant Reports](#)

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

ASSEMBLY COMMENTS

PENDING LEGISLATION

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

1. [2020-19-17](#) An Ordinance Authorizing the Acquisition of Real Property Located at 4135 Hohe Street, Homer, Alaska on Behalf of South Peninsula Hospital, Appropriating \$315,000 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Purchase, and Authorizing an Amendment to the SPH, Inc. Operating Agreement (Mayor)
Attachments: [Ordinance 2020-19-17](#)
[Memo](#)
[Service Area Board Recommendations](#)
[Planning Commission Recommendation 02/16/21](#)
[Hohe - SPH Campus Map](#)
[HoHe Detailed Parcel Report 17506205](#)
[HoHe Purchase Agreement](#)
[SPH 1st Amendment to OA](#)
[Hohe Purchase Approval - SPH Resolution 20-21](#)
[Reference Copy - Resolution 2020-021](#)
2. [2021-03](#) An Ordinance Amending KPB 21.06.040, Administration, and KPB 21.06.070, "Development" Definition, for Floodplain Management Purposes (Mayor)
Attachments: [Ordinance 2021-03](#)
[Memo](#)
[Planning Commission Recommendation](#)

3. [2020-19-07](#) An Ordinance Appropriating Refinanced 2013 Bear Creek Fire Service Area General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) Tabled as amended on 12/01/20

[Clerk's Note: A motion to enact Budget Ordinance 2020-19-07 was on the floor from the 12/01/20 meeting.]

[Clerk's Note: The Administration has given notice of consideration, see related memo dated June 24, 2021.]

Attachments:

[Ordinance 2020-19-07](#)

[Request to Remove from Table 07/06/21](#)

[Amendment Memo 070621](#)

[Memo](#)

[Admin's Request to Table \(Dealt with on 12/01/20\)](#)

[Amendment Memo \(Dealt with 10/13/20\)](#)

[Reference copy: Resolution 2020-044](#)

[Reference copy: Resolution 2012-091](#)

4. [2020-19-08](#) An Ordinance Appropriating Refinanced 2013 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) Tabled as amended on 12/01/20

[Clerk's Note: A motion to enact Budget Ordinance 2020-19-08 was on the floor from the 12/01/20 meeting.]

[Clerk's Note: The Administration has given notice of consideration, see related memo dated June 24, 2021.]

Attachments:

[Ordinance 2020-19-08](#)

[Request to Remove from Table 07/06/21](#)

[Amendment Memo 070621](#)

[Memo](#)

[Admin's Request to Table \(Dealt with on 12/01/20\)](#)

[Amendment Memo \(Dealt with 10/13/20\)](#)

[Reference copy: Resolution 2013-071](#)

[Reference copy: Resolution 2020-042](#)

5. [2020-19-09](#) An Ordinance Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) Tabled as amended on 12/01/20

[Clerk's Note: A motion to enact Budget Ordinance 2020-19-09 was on the floor from the 12/01/20 meeting.]

[Clerk's Note: The Administration has given notice of consideration, see related memo dated June 24, 2021.]

Attachments:

[Ordinance 2020-19-09](#)

[Request to Remove from Table 07/06/21](#)

[Amendment Memo 070621](#)

[Memo](#)

[Admin's Request to Table \(Dealt with on 12/01/20\)](#)

[Amendment Memo \(Dealt with 10/13/20\)](#)

[Reference copy: Resolution 2011-073](#)

[Reference copy: Resolution 2020-043](#)

INFORMATIONAL MATERIALS AND REPORTS

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

February 16, 2021 Regular Assembly Meeting
6:00 PM This meeting will be held through Zoom
Meeting ID: 938 6524 5999
Passcode: 886199

And in person from the
Betty J. Glick Assembly Chambers
Borough Administration Building

ADJOURNMENT

The next meeting of the Kenai Peninsula Borough Assembly will be held on February 16, 2021, at 6:00 P.M. in the Borough Assembly Chambers, Soldotna, Alaska.

This meeting will be broadcast on KDLL-FM 91.9 (Central Peninsula), KBBI-AM 890 (South Peninsula), K201AO(KSKA)-FM 88.1 (East Peninsula).

The meeting will be held through Zoom, the Meeting ID: 938 6524 5999 Passcode: 886199 and in-person from the Betty J. Glick Assembly Chambers, Borough Administration Building, Soldotna, Alaska. COVID-19 mitigation protocols will be observed. To join the meeting from a computer, visit <https://zoom.us/j/128871931>. To attend the Zoom meeting by telephone call toll free 1-888-788-0099 or 1-877-853-5247 and enter the Meeting ID: 938 6524 5999 Passcode: 886199. Detailed instructions will be posted on at the Kenai Peninsula Borough's main page at kpb.us: "Meeting and Public Notices" "Current Assembly Agenda".

Copies of the agenda and ordinances to be considered can be viewed on the website referenced above or at the Public Bulletin Board located on the window right of the double doors in the back of the Borough Administration Building. 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 www.kpb.us for copies of the agenda, meeting summaries, ordinances and resolutions.



Kenai Peninsula Borough

144 North Binkley Street
Soldotna, AK 99669

Meeting Minutes - Final

Assembly

Brent Hibbert, President

Brent Johnson, Vice President

Jesse Bjorkman

Kenn Carpenter

Lane Chesley

Tyson Cox

Richard Derkevorkian

Willy Dunne

Bill Elam

Tuesday, January 19, 2021

6:00 PM

Betty J. Glick Assembly Chambers

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

[Clerk's Note: An invocation was given by Carrie Henson.]

ROLL CALL

Present: 9 - Jesse Bjorkman, Kenn Carpenter, Tyson Cox, Willy Dunne, Brent Hibbert, Brent Johnson, Richard Derkevorkian, Bill Elam, and Lane Chesley

Also present were:

Charlie Pierce, Borough Mayor

James Baisden, Chief of Staff

Colette Thompson, Borough Attorney

Johni Blankenship, Borough Clerk

Randi Broyles, Borough Clerk Assistant

COMMITTEE REPORTS

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

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

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

Assembly Member Johnson stated the Legislative Committee met and discussed its

agenda items.

APPROVAL OF AGENDA AND CONSENT AGENDA

Johnson moved to approve the agenda and consent agenda.

Copies have been made available to the public, Borough Clerk Johni Blankenship noted by title only the resolutions and ordinances on the consent agenda.

[KPB-2940](#) January 5, 2021 Assembly Meeting Minutes
approved

[2020-19-15](#) An Ordinance Appropriating \$112,341.16 from the Land Trust Fund, Fund Balance to be Transferred to the Land Trust Investment Fund Representing the Fiscal Year 2020 Transfer of Land Sales Revenue to the Land Trust Investment Fund Per KPB 5.20.080(B) (Mayor)
This Budget Ordinance was enacted.

[2020-19-16](#) An Ordinance Accepting and Appropriating a \$150,164.45 Grant from The National Oceanic and Atmospheric Administration, Gulf of Alaska Pink Salmon Fishery Disaster Relief Program Administered by the Pacific States Marine Fisheries Commission to Improve Fish Passage at Old Exit Glacier Road Bridge #1 (Mayor)
[Clerk's Note: The final Whereas clause was amended to read: "at its regularly scheduled meeting held January 12, 2021, the Road Service Area Board recommended to approve the grant and expenditure of local funds in the amount of \$4,835.55;" and]
This Budget Ordinance was enacted as amended.

[2021-02](#) An Ordinance Authorizing the Negotiated Lease of Classroom Space at the Soldotna Prep Building with the Boys and Girls Club of the Kenai Peninsula (Mayor)
[Clerk's Note: The final Wherease clause was amended to read, "the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of January 11, 2021 and recommended approval by unanimous consent."
A new Section 7 to read as follows, "Section 7. That the mayor is authorized to amend the lease by mutual agreement of the parties to expand or alter the number and location of classroom spaces leased to the Boys and Girls Club for youth services on similar terms as the original lease."
All remaining sections renumbered accordingly.]

This Ordinance was enacted as amended.

[2021-006](#) A Resolution Redistributing Fiscal Years 2018 and 2019 Community Assistance Program Funds to Eligible Nonprofits within the Unincorporated Communities of Diamond Ridge and Fritz Creek (Mayor)

This Resolution was adopted.

[2021-007](#) A Resolution Approving the Tourism and Economic Development Program Objectives for Fiscal Year 2022 (Mayor)

This Resolution was adopted.

[2020-19-17](#) An Ordinance Authorizing the Acquisition of Real Property Located at 4135 Hohe Street, Homer, Alaska on Behalf of South Peninsula Hospital, Appropriating \$315,000 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Purchase, and Authorizing an Amendment to the SPH, Inc. Operating Agreement (Mayor)

This Budget Ordinance was introduced and set for public hearing.

[2021-03](#) An Ordinance Amending KPB 21.06.040, Administration, and KPB 21.06.070, "Development" Definition, for Floodplain Management Purposes (Mayor)

This Ordinance was introduced and set for public hearing.

[KPB-2944](#) Confirming the Appointment to the Kenai Peninsula Borough Funny River Advisory Planning Commission (Mayor)

Donovan J. Fritz, Seat A, Term Expires September 30, 2023

approved.

[KPB-2945](#) Confirming the Appointment to the Western Emergency Service Area Board (Mayor)

Janice Nofziger, Seat E (At-Large), Term Expires October, 2021

approved.

Approval of the Consent Agenda

President Hibbert 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 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

COMMENDING RESOLUTIONS AND PROCLAMATIONS

PRESENTATIONS WITH PRIOR NOTICE

1. [KPB-2942](#) South Peninsula Hospital Quarterly Report (10 Minutes)
[Clerk's Note: Rick Davis, South Peninsula CEO gave a quarterly report to the assembly.]
2. [KPB-2941](#) Project Homeless Connect, Jodi Stuart (10 Minutes)
[Jodi Stuart gave a presentation regarding Project Homeless Connect to the assembly.]

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

President Hibbert called for public comment.

Debbie Cary, Ninilchik provided an update on the Kenai Peninsula Borough School District and the upcoming Superintendent interviews.

Frank Christianson, Sterling spoke in support of Resolution 2021-002.

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

ITEMS NOT COMPLETED FROM PRIOR AGENDA

PUBLIC HEARINGS ON ORDINANCES

[2020-45](#) An Ordinance Amending KPB 2.40, Planning Commission, KPB Title 20, Subdivisions, and KPB 21.20, Hearing and Appeals, to Correct Grammatical Errors, and Clarify and Improve Certain Administrative Procedures (Mayor)

A motion to enact Ordinance 2020-45 was on the floor from the 11/10/20 meeting

President Hibbert called for public comment with none being offered.

Bjorkman moved to postpone Ordinance 2020-45 to the March 2, 2021 meeting.

The motion to postpone Ordinance 2020-45 to the March 2, 2021 meeting carried by the following vote:

Yes: 9 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

UNFINISHED BUSINESS

NEW BUSINESS

1. Resolutions

[2021-008](#) A Resolution Requesting the U.S. Secretary of Commerce to Declare a Commercial Fishery Resource Disaster Due to the 2020 Failure of the Upper Cook Inlet Commercial Sockeye Salmon Fishery (Mayor, Johnson)

Johnson moved to adopt Resolution 2021-008

President Hibbert called for public comment with none being offered.

Vice President Johnson declared a possible conflict of interest as he has a commercial fishing set-net permit. After consulting with legal, President Hibbert ruled no conflict existed as his permit was part of a larger group.

Assembly Member Bjorkman declared a possible conflict of interest as he has a commercial fishing set-net permit. After consulting with legal, President Hibbert ruled no conflict existed as his permit was part of a larger group.

Assembly Member Bjorkman spoke in support of Resolution 2021-008.

Johnson moved to amend Resolution 2021-008 by Substitute Resolution

The motion to amend Resolution 2021-008 by substitute carried by the following vote:

Yes: 9 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

The motion to adopt Resolution 2021-008 as amended carried by the following vote:

Yes: 9 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

3. Other

[KPB-2946](#) Confirmation of Melanie Aeschliman as Borough Director of Planning (Mayor)

Bjorkman moved to approve the confirmation of Melanie Aeschliman as Borough Director of Planning

Cox moved to postpone the confirmation of Melanie Aeschliman as Borough Director of Planning to the February 2, 2021 meeting.

Assembly Members Johnson and Dunne spoke in support to postponing the confirmation.

Assembly Members Carpenter and Derkevorkian spoke in opposition to postponing the confirmation.

The motion to postpone the confirmation failed by the following vote:

Yes: 4 - Cox, Dunne, Johnson, and Chesley

No: 5 - Bjorkman, Carpenter, Hibbert, Derkevorkian, and Elam

Assembly Members Bjorkman, Cox and Dune Spoke in support of the confirmation.

The motion to approve the confirmation of Melanie Aeschliman as Borough Director of Planning carried by the following vote:

Yes: 9 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

MAYOR'S REPORT

[KPB-2932](#) Mayor's Report Cover Memo

1. Assembly Requests/Responses
2. Agreements and Contracts
 - a. [KPB-2933](#) Authorization to Award a Contract for ITB21-017 Homer Medical Center Roof Replacement to Building Specialties, Inc., Anchor Point, AK.
 - b. [KPB-2934](#) Sole Source to Purchase Full-Time/Volunteer Uniforms from Bare Threads.
 - c. [KPB-2935](#) Authorization to Award a Contract for RFP21-005 Janitorial Services - River Center Building to Touch of Gold Cleaning, LLC.
 - d. [KPB-2936](#) Sole Source to Purchase Genie Telehandler from United Rentals.
 - e. [KPB-2937](#) Authorization to Award a Contract for RFP21-005 Janitorial Services - Office of Emergency Management and 911 Building to Touch of Gold Cleaning, LLC.
3. Other
 - a. [KPB-2938](#) 20CAR Summary Reports as of 01/11/21
 - b. [KPB-2939](#) Litigation Status Report - Quarter Ending 12/31/20

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

President Hibbert called for public comment with none being offered.

ASSEMBLY COMMENTS

Assembly Member Chesley thanked everyone for their hard work. He thanked the

mayor and administration for their work on the confirmation of Melanie Aeschleman as Borough Director of Planning.

Assembly Member Carpenter thanked Dean Carl for driving him to Soldotna for the meeting. He stated how nice the newly renovated chambers looked. He stated that his wife was rear-ended in Cooper Landing and encouraged everyone to drive safely. Thanked DOT and Seward residents for their work on keeping the roads safe in the Seward area. He congratulated Senator Peter Micciche on becoming the State of Alaska Senate President.

Vice President Johnson thanked everyone for their input throughout the night. He reminded residents of the Kenai Peninsula Fishing Association Meeting. He thanked the Finance department for the CAFR and congratulated them for their financial award of excellence. He congratulated Melanie Aeschliman on her confirmation as Planning Director. He stated the Tutka Lagoon Hatchery may be closing and encouraged the public to submit public comments to State Parks.

Assembly Member Bjorkman thanked everyone for their work throughout the evening. Encouraged the public to stay engaged in local politics. He stated his excitement on being back in the classroom with students. He stated he was looking forward to having all students back five days a week. He thanked Margret Gilman and Dan Carstens for their dedication to KPBSD and wished them well in their retirement. He encouraged residents to get involved in the process of the hiring of new administrators at their local schools. He is grateful that the North Peninsula Recreational Center is reopening. He encouraged the public to participate in the reopening process.

Assembly Member Derkevorkian encouraged the public to get engaged in public meetings. He thanked administration and fellow assembly members for their hard work during the meeting.

Assembly Member Dunne thanked everyone for their hard work throughout the evening. Stated he was happy to see the new technology simplified public engagement. He thanked Carrie Henson for her invocation. He congratulated Melanie Aeschliman for her confirmation as planning director. He thanked the legal department for their work session.

Assembly Member Cox stated he was happy to be participating in meetings from the assembly chambers. Stated he was happy to have kids back in school. Stated that the Sohi skiers did well in a recent race. He wished everyone a good week.

Assembly Member Elam Stated his appreciation for staff support during meetings. He congratulated Senator Peter Micciche on becoming the State of Alaska Senate President. He stated he met with the Tourism and Marketing objectives group and thanked the members for their hard work. He thanked borough employees for their hard work.

President Hibbert congratulated Brandi Harbaugh and her staff on their financial excellence award and the CAFR. He stated his appreciation for borough employees and directors. He thanked Ryan Smith and Jodi Stuart for their presentations. He stated he recognized the problem with homelessness on the Kenai Peninsula. Thanked Debbie Cary for her participation in assembly meetings. Stated his appreciation for fellow assembly members, borough administration and staff.

PENDING LEGISLATION

1. [2021-002](#) A Resolution Updating the Kenai Peninsula Borough Schedule of Rates, Charges, and Fees, Pursuant to KPB 1.26, to include Rates for Agricultural and Grazing Leases (Mayor)
2. [2021-01](#) An Ordinance Amending KPB 17.10, Borough Lands and Resources, to Change Agriculture and Grazing Lease Rates to a Standard Fee Schedule and Clarify Tax Responsibility (Mayor)
3. [2020-19-07](#) An Ordinance Appropriating Refinanced 2013 Bear Creek Fire Service Area General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) Tabled as amended
4. [2020-19-08](#) An Ordinance Appropriating Refinanced 2013 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) Tabled as amended
5. [2020-19-09](#) An Ordinance Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) Tabled as amended

INFORMATIONAL MATERIALS AND REPORTS

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. January 21, 2021 Anadromous Waters Habitat Protection Work Group
2:00 PM This meeting will be held through Zoom. Meeting ID: 917 6098 9577 Passcode:
607311

2. February 2, 2021 Regular Assembly meeting

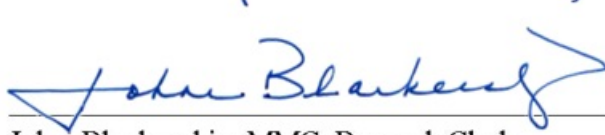
6:00 PM This meeting will be held through Zoom. Meeting ID: 938 6524 5999 Passcode: 886199

And in person from the Betty J. Glick Assembly Chambers Borough Administration Building.

ADJOURNMENT

With no further business to come before the assembly, President Hibbert adjourned the meeting at 8:52 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of January 19, 2021.


John Blankenship, MMC, Borough Clerk

Approved by the Assembly: 02/02/2021

Kenai Peninsula Borough School District

Can you spell "coagulate" ?



West Homer Elementary school-wide spelling bee via zoom.
The state spelling bee is 3/24/21, online.



February 2, 2021
Superintendent John O'Brien
KPBSD Quarterly Update



Kenai Peninsula K-12 School Operations COVID-19 Risk Levels and SmartStart Plan

2-1-21:
At-school-
onsite
learning
option
opened to all
PreK-12th
grades!



KPBSD COVID-19 HUB

the latest district information concerning COVID-19

 <p>SMARTSTART KPBSD 2020 PLAN</p>	 <p>KPBSD COVID-19 RISK LEVELS</p>	 <p>CALL NURSE IRIS</p>	 <p>KPBSD and COVID-19</p>	 <p>SPORTS & ACTIVITIES</p>	 <p>GET IT & GO MEALS FOR 100% REMOTE LEARNERS</p>
 <p>POWERSCHOOL PORTAL</p>	 <p>SYMPTOM FREE SCHOOL PROTOCOL</p>	 <p>42 SCHOOLS WEBSITE DIRECTORY</p>	 <p>STAFF Professional Learning in KPBSD</p>	 <p>COVID-19 Case Communications</p>	 <p>KPBSD WEEKLY UPDATES</p>
 <p>DHSS COVID-19 RESOURCES</p>	 <p>COVID-19 STATE MANDATES</p>	 <p>VACCINE in Alaska</p>	<p>Follow any icon to learn more covid19.kpbsd.org/dashboard www.KPBSD.org</p>		

KPBSD COVID-19 Hub

Retirements

- Superintendent
- Asst. Supt. of Instructional Support
- Two Directors
- Principals

Onboarding

Clayton Holland, current Assistant Superintendent of Instruction, begins tenure as Superintendent of Schools on July 1, 2021

February and March

Search and hire for open leadership positions at district office and schools



KPBSD Leadership Transitions

KPBSD Budget

ESSERII Funds in FY22 and FY23 (CARES ACT Grant)

FY22 Budget

**Joint School District and Borough worksessions
Community Budget Forums: March**



Our youth are living through a monumental change, and all kids are in a similar situation when it comes to their learning.

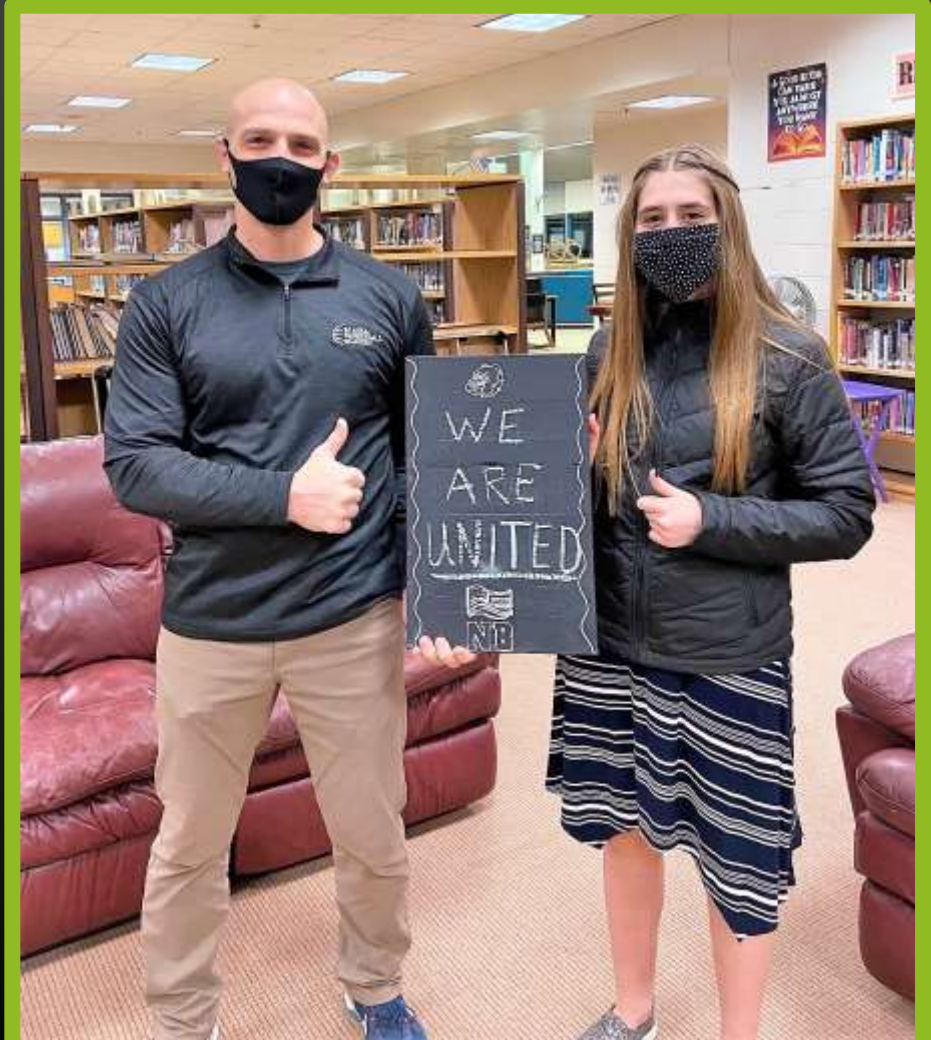
Bond 19 projects, 38 schools Deferred Maintenance





School Counselor Week!
School Board Appreciation Month

Appreciate!



Gratitude changes everything

Questions?

The mission of the Kenai Peninsula Borough School District is to empower all learners to positively shape their futures.

www.KPBSD.org



COVID-19 and Vitamin D

A graphic review of some of the new research

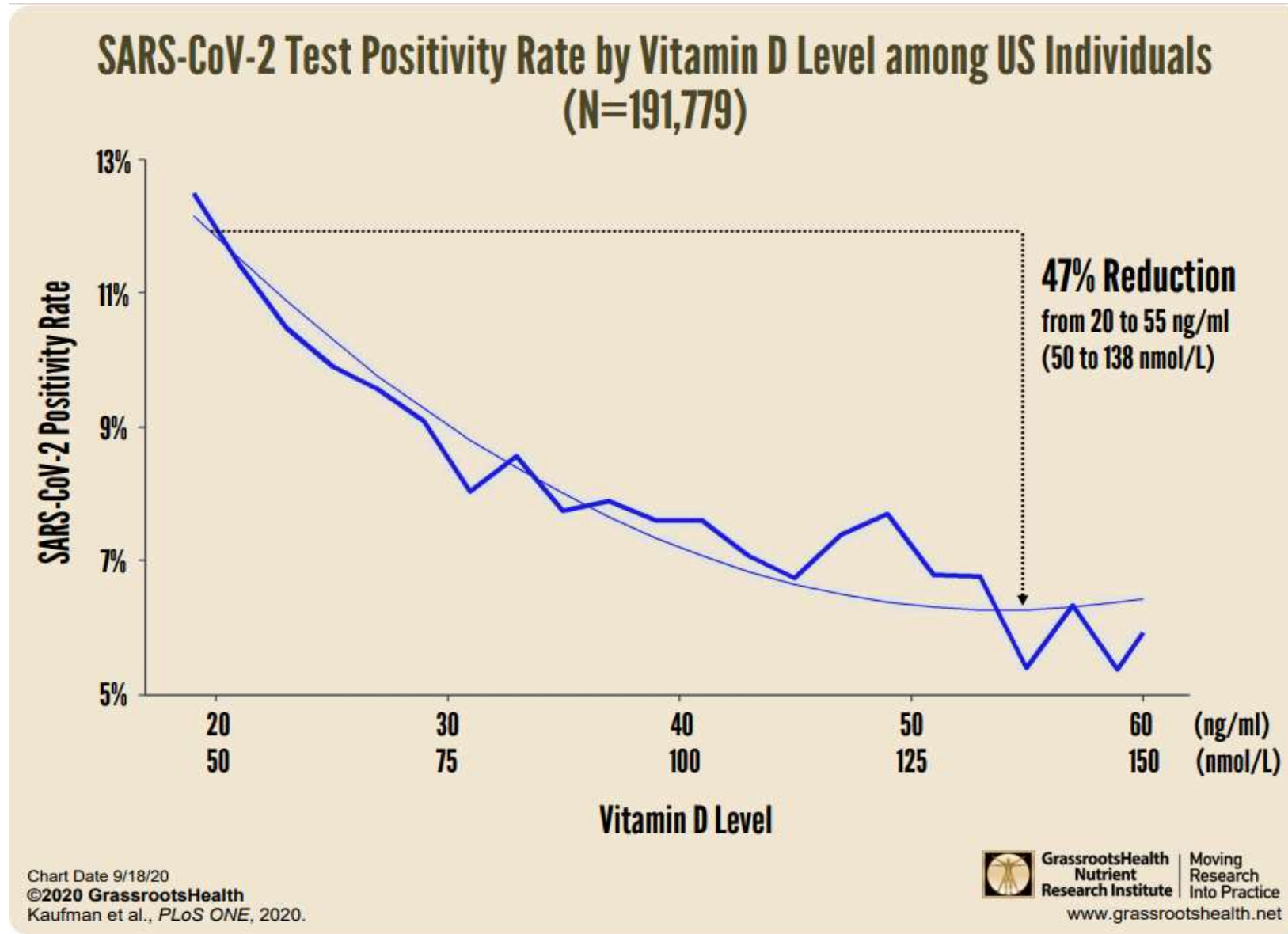
Presented by Paul Seaton

Feb 2, 2021

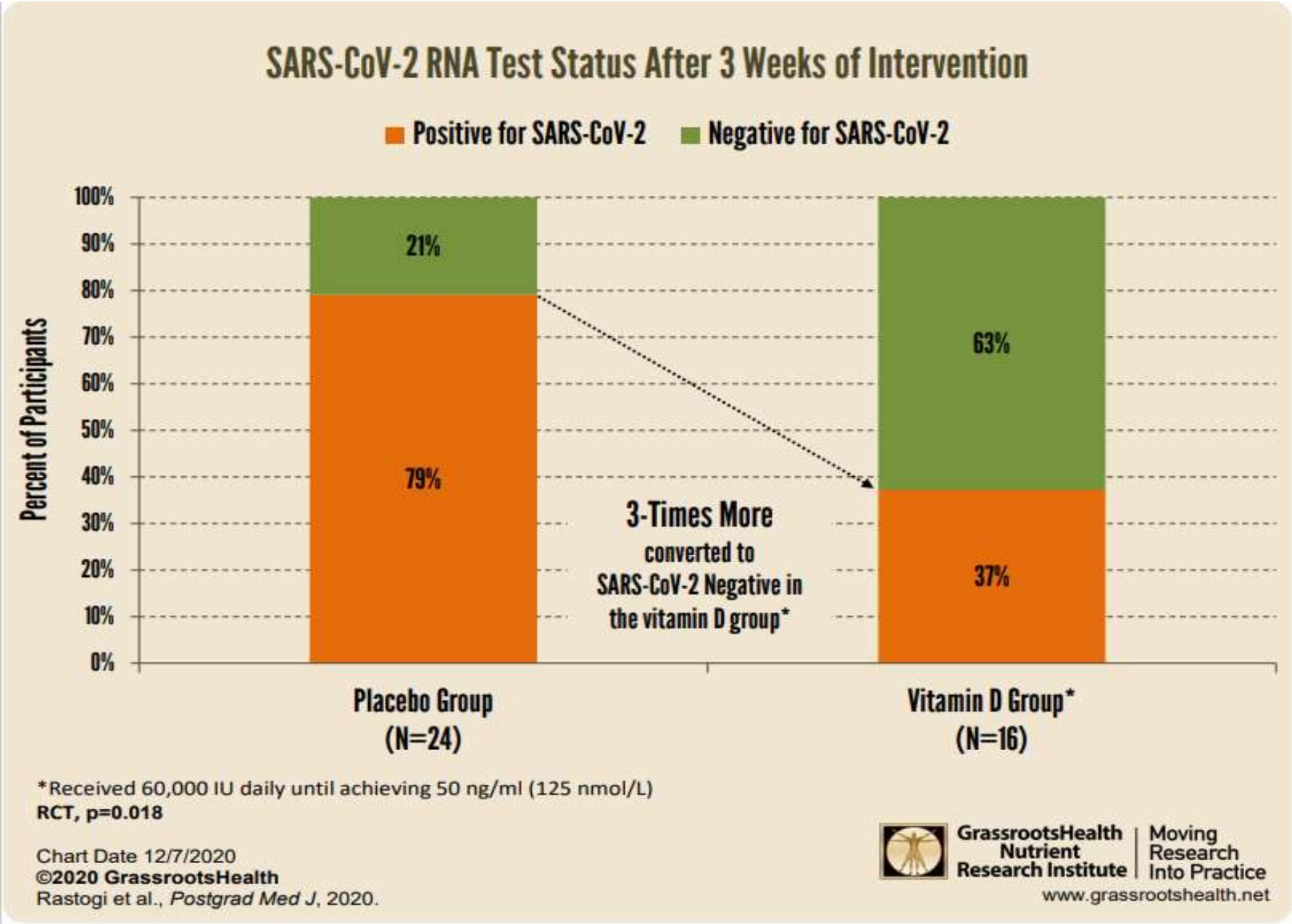
Good news: Increased Vitamin D levels have been shown to lower infection rates and the severity of COVID-19 disease.

Bad news: We face a challenge from the anticipated arrival of the more infectious UK variant.

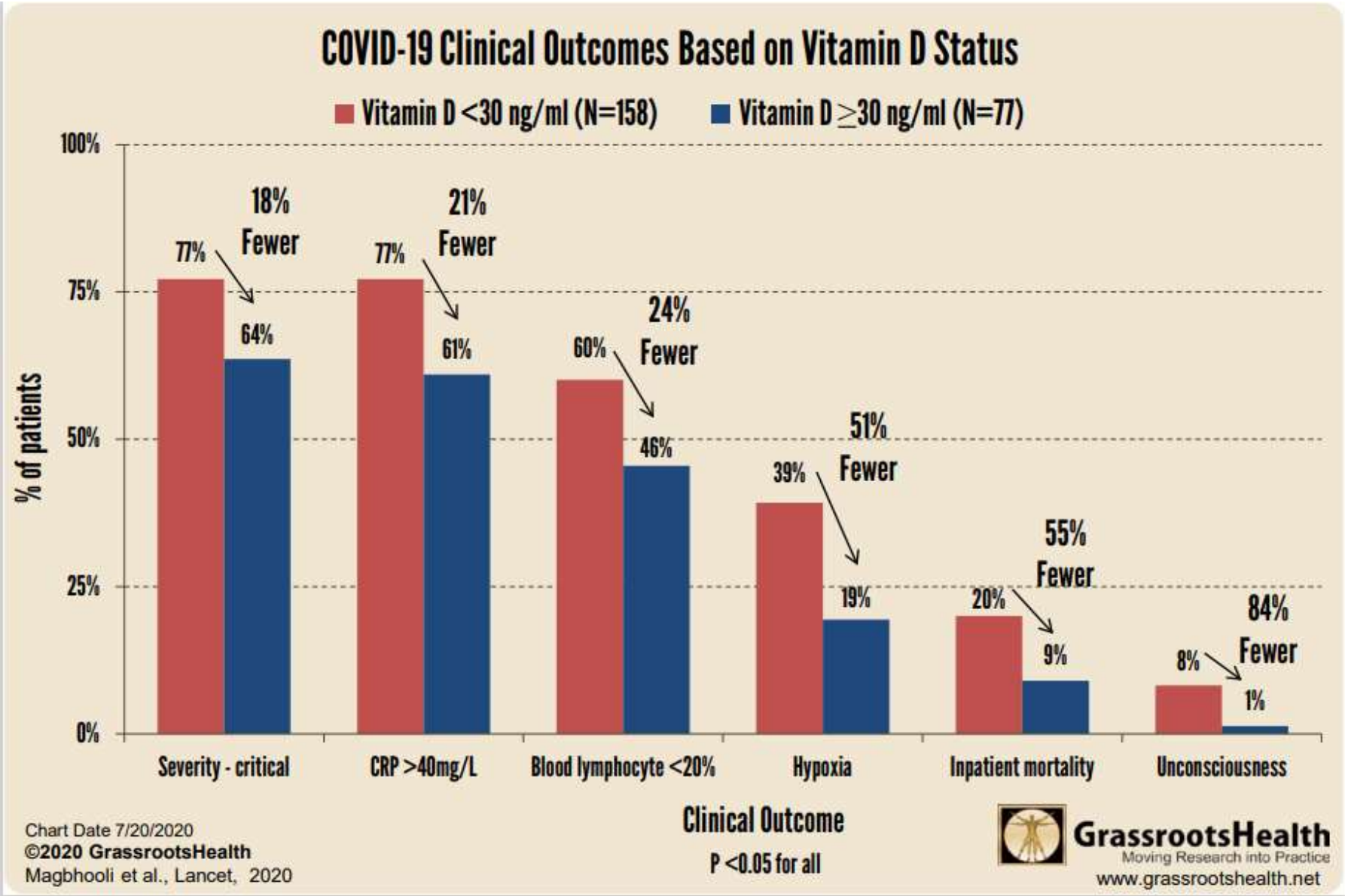
Prevention of initial infection by Vitamin D Blood Level



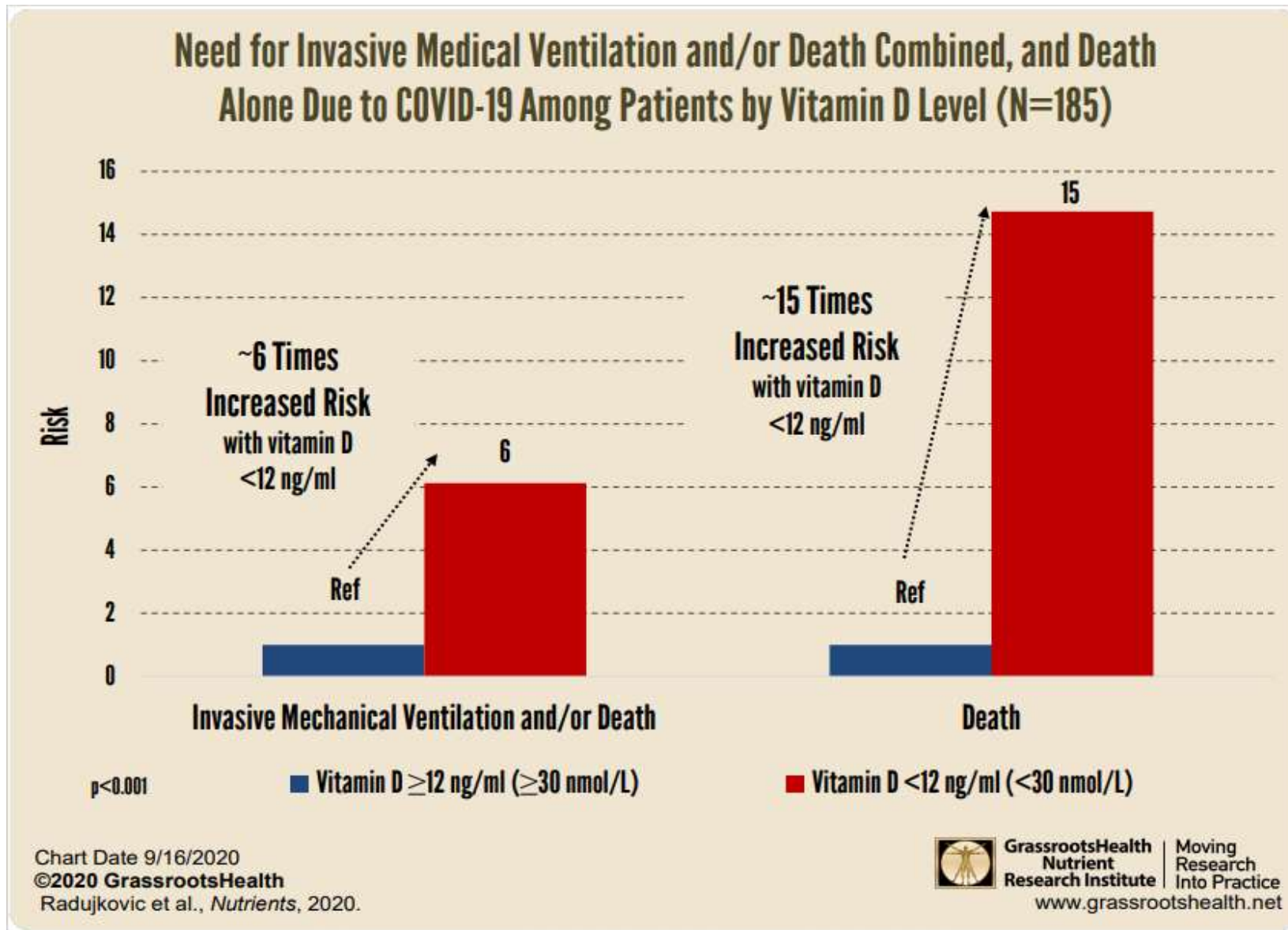
With vitamin D treatment 3 times as many patients were no longer infectious



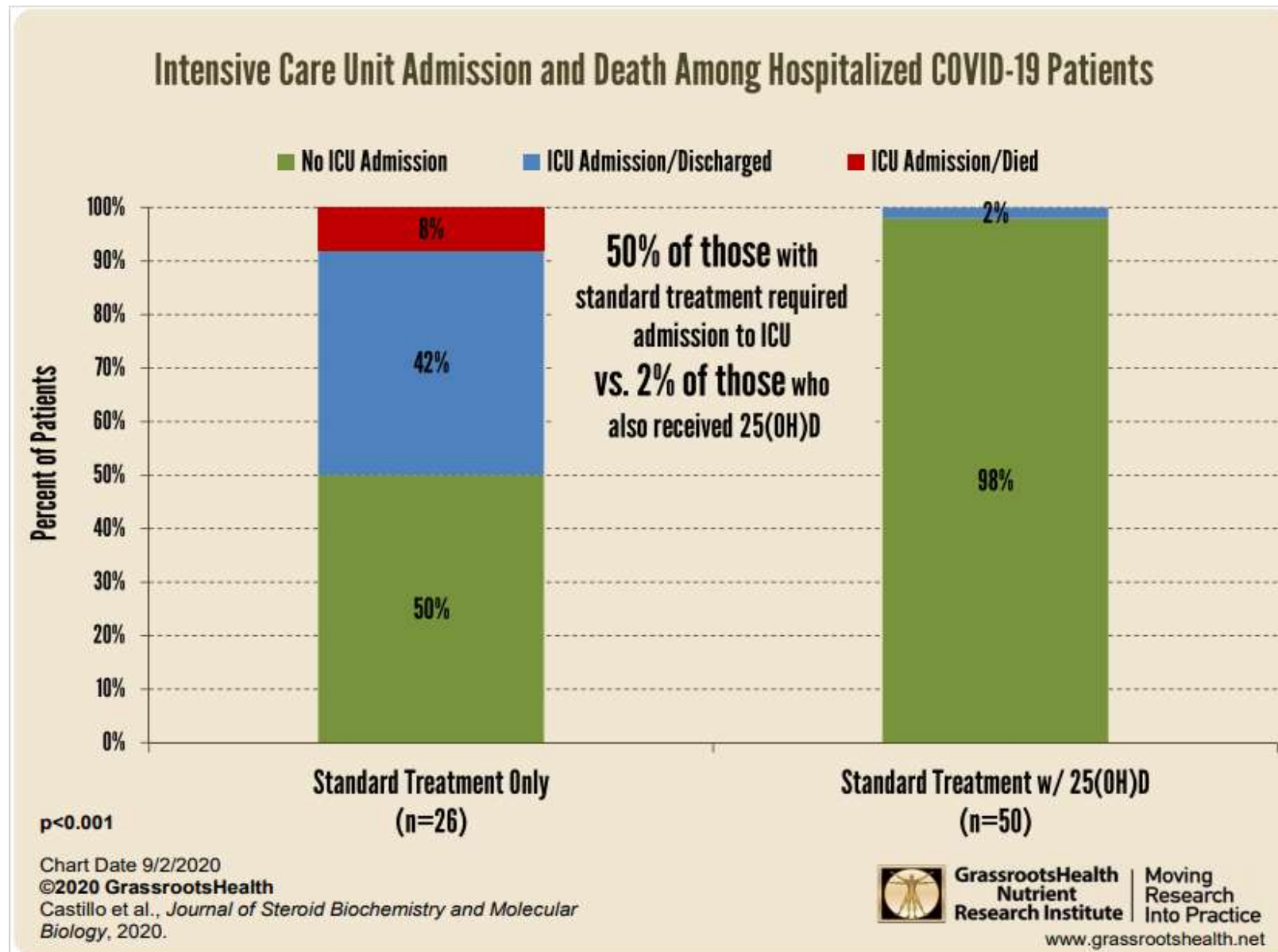
Most symptoms 20% – 80% better with vitamin D level above 30ng/ml



Vitamin D severely deficient compared to above 30ng/ml



RCT - Vit D as 25(OH)d = 60,000iu D3 dose on admission and day 3 and 7



How do you like to get information?

- Summaries and analysis of research? GrassrootsHealth.net - A Public Health nonprofit that works to move research into Practice. Links to full papers are included. Select blog for topics. (GRH has an Open Clinical Trial on vitamin D supplementation and I am one of the 12,000 participants.)
- Videos presented by the researcher? Go to VuMedi.com in the index select search then type in Covid-19, Vitamin D (I suggest the 2-part MedCram medical lecture series of Dr. Seheult 12/28/2020)
- Preprint papers? Google the SSRN Electronic Library, papers.ssrn.com Search box Covid-19, Vitamin D. (I suggest title and abstract to start.)

There is so much published now that indicates that the world's population is vitamin D 'deficient', as defined by our [Call to D*action as less than 40 ng/ml \(100-nmol/L\)](#). The **VitaminDforAll letter referenced below** is aimed at the states/government entities that can take action without participating in a 'research' project. YOU can take action for yourself and those you influence now by [becoming a participant](#) in the 'research' project.

185 Scientists, Doctors, & Leading Authorities Call For Increased Vitamin D Use To Combat COVID-19

<https://vitamind4all.org/letter.html>
(2-page letter)

The [letter](#) was written and approved by 185 and counting of the world's top scientists and experts on vitamin D - 95 signatories are professors and over 100 are medical doctors. Signatories come from 29 different countries. Over half, or 63% (104 of the 164), take 4,000 IU of vitamin D or more per day.

How much vitamin D are you and those you care about getting on a daily basis? Are they getting enough? YOU are the leaders in this movement for change -- Please let us know at any time how we can help you with this task.

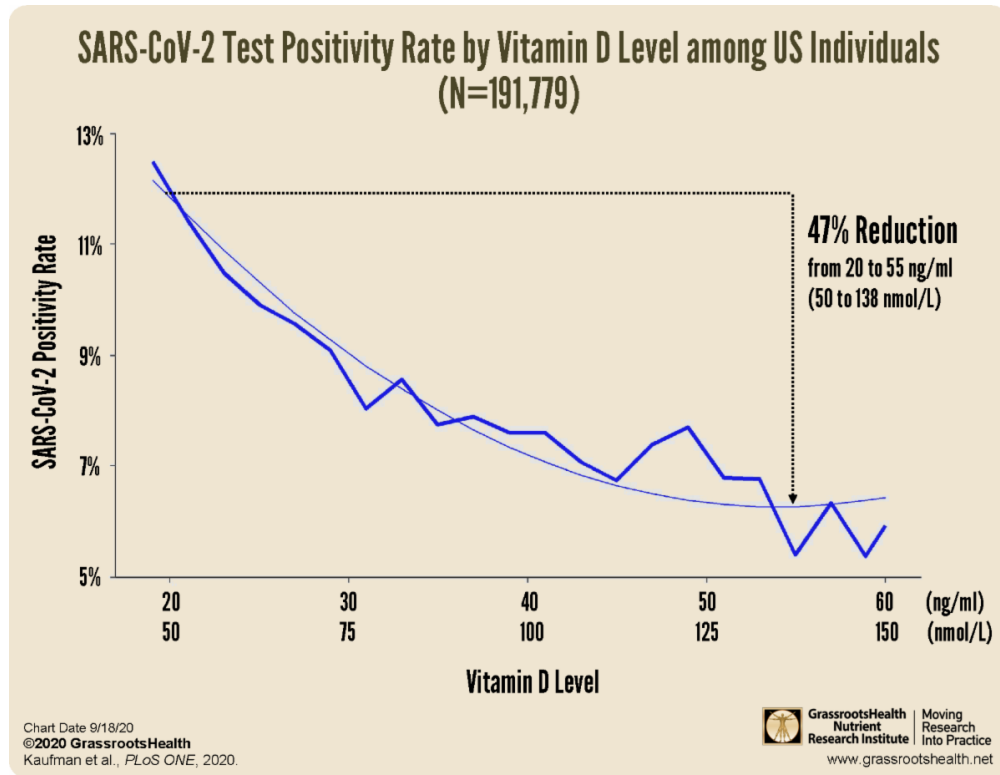


Onwards! Have a beautiful and HEALTHY day,
Carole Baggerly
Director, GrassrootsHealth
A Public Health Promotion & Research Organization Moving
Research Into Practice NOW!
Text-to-give: Text Daction to 44321

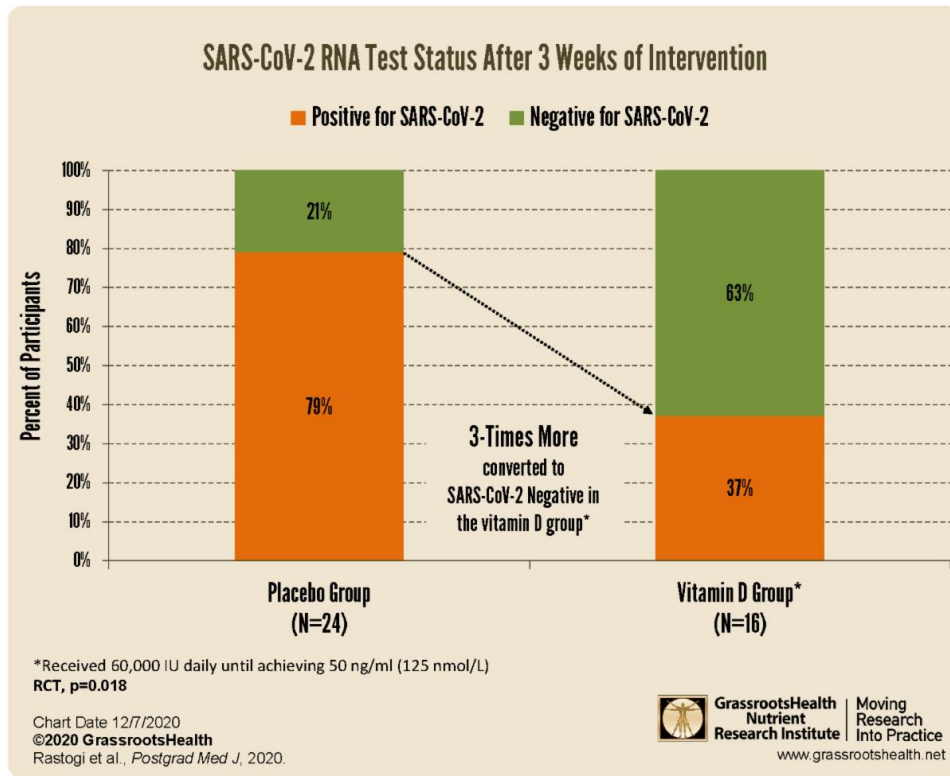
Summary: Vitamin D & COVID-19

It's TIME to start saving lives! If you can help PREVENT the majority of the deaths, it's time! What's it costing you/us not to take action NOW?

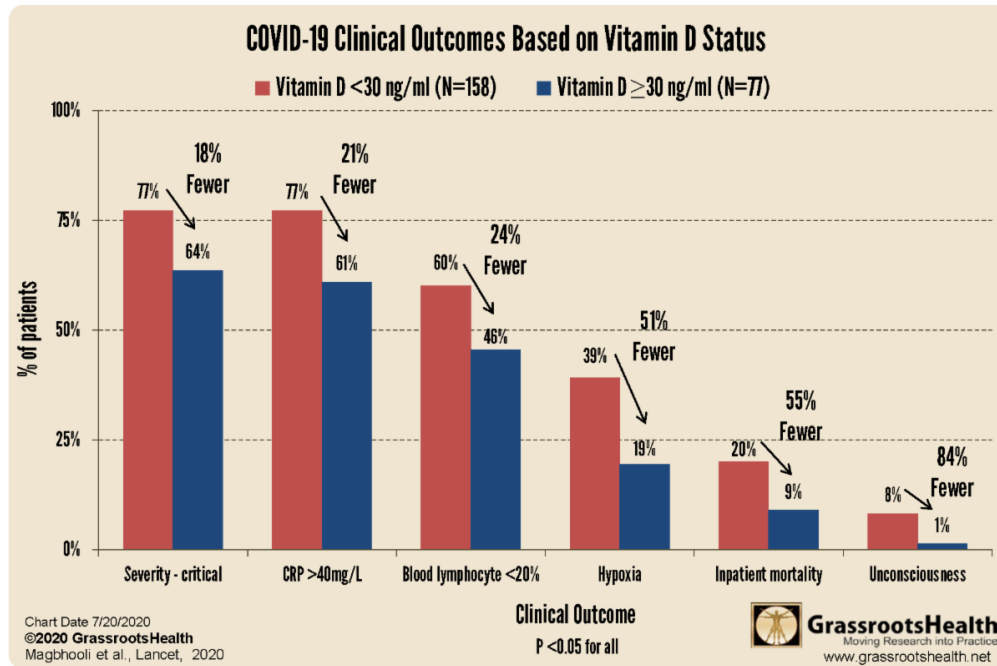
There is much published research that supports a [clear link between vitamin D and COVID-19](#) showing that higher vitamin D levels are related to



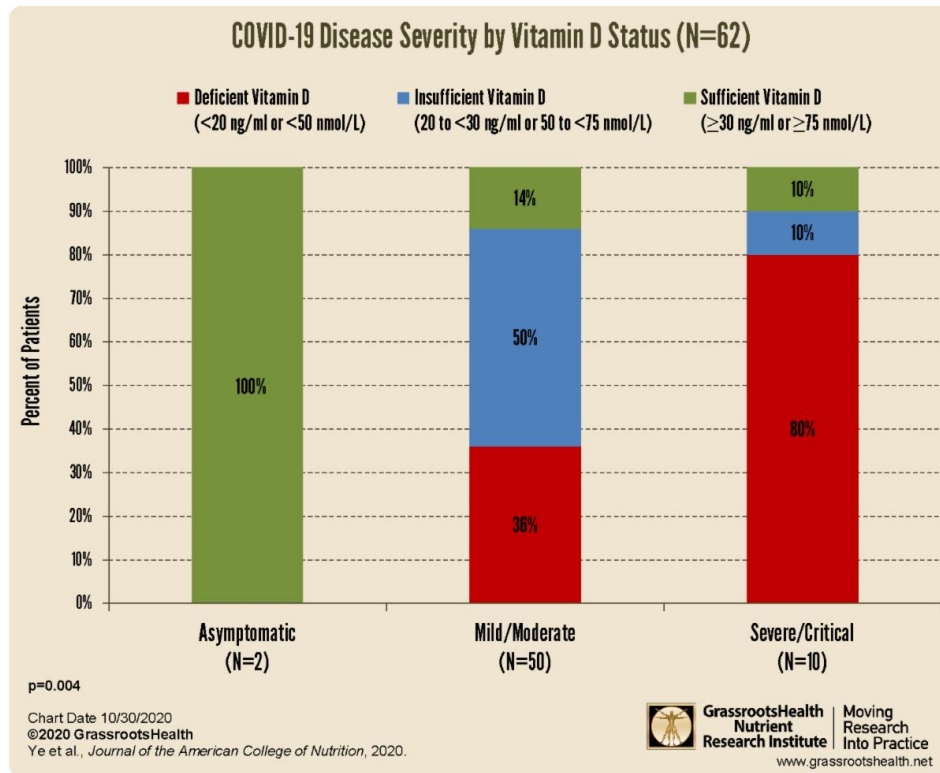
a decreased risk of testing positive for COVID-19



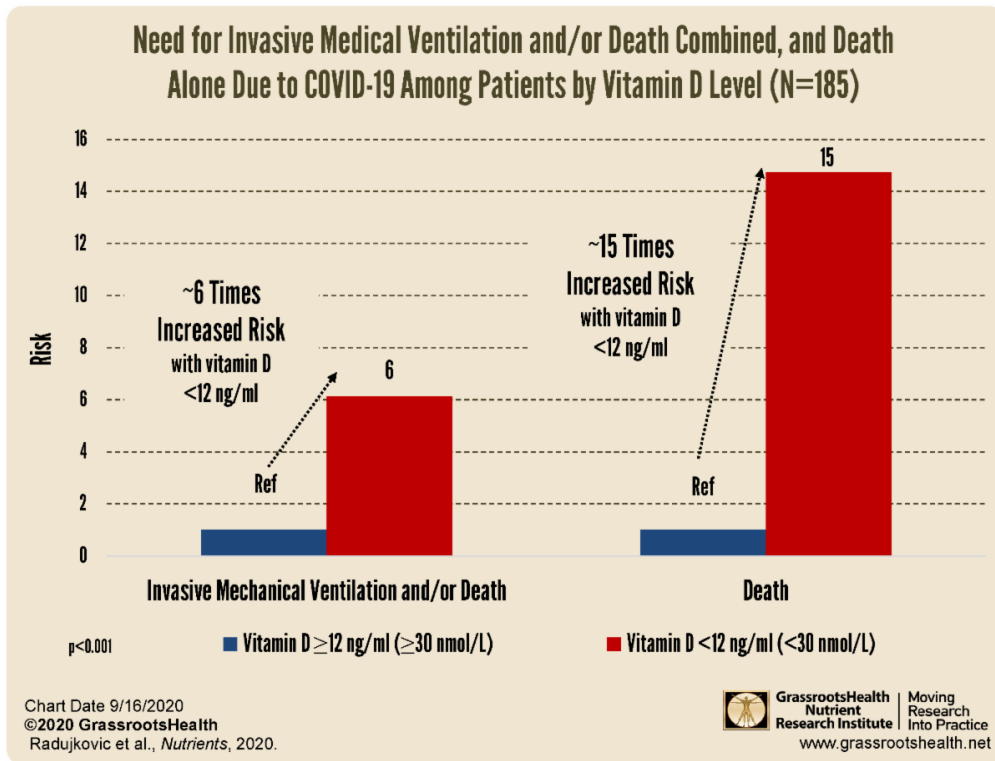
increased viral SARS-CoV-2 RNA clearance in this RCT



better clinical outcomes among patients with COVID-19



less severe COVID-19 disease



decreased risk of death due to COVID-19

Everyone needs vitamin D! Here's how to tell [how much you might need](#), and [who may need more](#) – people who are [overweight](#) or who have [darker skin](#) are among those at increased risk of deficiency.

50?
40?
20? 30?

EVERYONE NEEDS VITAMIN D, BUT HOW MUCH?

GrassrootsHealth
Nutrient
Research Institute
Moving Research Into Practice
www.grassrootshhealth.net

Everyone responds differently to vitamin D supplement amount - by up to 6 times! What is enough for one person may not be enough for you...

Recommended intakes for vitamin D are 400-800 IU/d from government agencies in US, Canada and UK, but to reach a target level of 40-60 ng/ml may take up to **ten times as much and taking 4000 IU a day is considered safe for every adult.**

WHO MAY NEED MORE VITAMIN D AND WHEN?

- + people with dark skin
- + higher body weight (overweight and obese)
- + indoor and night-shift workers
- + cover body with clothing when outdoors
- + live north of 44°N latitude (north of Kansas) during winter months

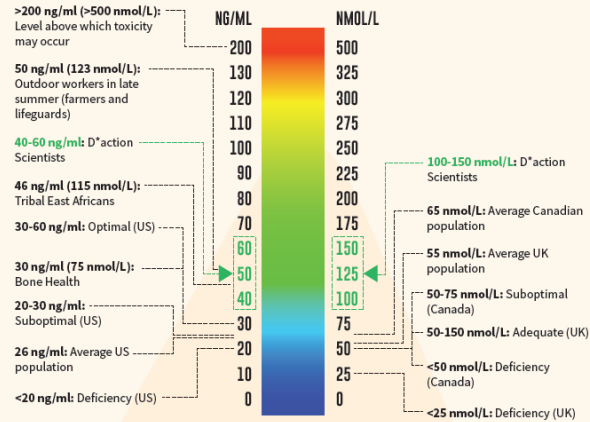
WHAT CAUSES THE DIFFERENCE?

- + how much time you spend in the summer sun
- + genetics and age
- + digestion problems (such as irritable bowel syndrome)
- + medication (such as prednisone)
- + lack of co-factors such as magnesium, vitamin K2, calcium and vitamin C
- + taking supplements without a meal

TESTING YOUR VITAMIN D BLOOD LEVEL [25(OH)D] IS THE ONLY WAY TO KNOW IF YOU ARE GETTING ENOUGH!

© 2020 GrassrootsHealth

STEP 1 MEASURE 25(OH)D TO KNOW WHETHER YOU NEED MORE



STEP 2 DETERMINE SUPPLEMENTATION AMOUNT TO REACH TARGET BLOOD LEVEL OF AT LEAST 40-60 NG/ML (100-150 NMOL/L)

To see how much vitamin D to take each day to make sure your blood level will be right for you, see the dose calculator at grassrootshhealth.net/dcalculator.

STEP 3 RETEST TO MAKE SURE YOUR LEVEL HAS ADJUSTED TO SUPPLEMENTATION (3-6 MONTHS)

Make sure you are responding to supplementation as expected.

[Click to Enlarge & Print](#)

Be sure to educate yourself on the benefits and importance of vitamin D for immune health, and take steps to ensure you and your loved ones are getting enough.

You can review all of the COVID-19 and immune health information we have shared [on this page](#).

Ensure Vitamin D Levels of 40-60 ng/ml (100-150 nmol/L) for You, Your Children, Loved Ones

Introduced by: Mayor
Date: 01/05/21
Hearing: 02/02/21
Action: Enacted as Amended
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-01**

**AN ORDINANCE AMENDING KP.B 17.10, BOROUGH LANDS AND RESOURCES, TO
CHANGE AGRICULTURE AND GRAZING LEASE RATES TO A STANDARD FEE
SCHEDULE AND CLARIFY TAX RESPONSIBILITY**

WHEREAS, KP.B 17.10.010 provides for the efficient acquisition, management, classification and disposal of borough lands, the promotion of orderly development, the protection and orderly management of the borough's natural resources, and the orderly disposal of lands and resources in a manner which is fair to all; and

WHEREAS, KP.B 17.10.140(C) - (D) provide that the mayor may lease borough land for agricultural and grazing purposes according to terms fixed by the assembly; and

WHEREAS, KP.B code currently requires that annual fees for agricultural and grazing leases be established by the borough assessor with annual rates fixed for a minimum period of five years; and

WHEREAS, the assessing department can provide fee simple taxable values of land subject to agricultural and grazing leases but the market rental rate for these types of leases are subject to many factors, including usable acreage, use restrictions and use requirements, which substantially impact the fair market rental value of these leases; and

WHEREAS, standardizing agricultural and grazing lease fees would be an efficient and fair way to establish and maintain agricultural and grazing lease rates and encourage the development of these industries in the borough; and

WHEREAS, it would be beneficial to clarify that agricultural and grazing leases of borough property can create a taxable interest and that it is the responsibility of the leaseholder to pay such taxes; and

WHEREAS, the borough planning commission held a public hearing on January 11, 2021 and recommended approval by unanimous consent;

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

SECTION 1. Amend KPB 17.10.090, as follows:

17.10.090. Disposition of borough land.

Except as otherwise provided by this title no land or interest in land may be sold or leased or otherwise disposed of unless the land has been classified in accordance with the provisions of this chapter. Lands shall not be sold unless the borough has clear title to the land. All lands shall be sold or leased at fair market value or fair market rental value as determined by a qualified appraiser except as provided in sections 17.10.100(I) [AND], 17.10.120(D) and 17.10.140(C) and (D).

SECTION 2. That KPB 17.10.140 (C) and (D) are hereby amended as follows:

17.10.140. Lease—Types

...

- C. *Agricultural lease.* The mayor may lease borough land for agricultural purposes according to the terms fixed by the assembly including the applicable classification, except the mayor shall not lease approved, unpatented grant land without fully disclosing the unpatented status of the land to the lessee.
1. An application to lease must be submitted with a farm management and development plan which shall disclose the use, nature of improvements, an estimate of value of the improvements, and a development and construction time table.
 2. The annual lease fees shall be [ESTABLISHED BY THE BOROUGH ASSESSOR WITH ANNUAL RATES FIXED FOR A MINIMUM PERIOD OF FIVE YEARS] in the amount listed in the most current Kenai Peninsula Borough Schedule of Rates, Charges and Fees.
 3. Lease lands shall be utilized for purposes within the scope of the application, the terms and conditions of the lease and in conformity with the lessee's farm management and development plan, applicable classification, and any land use of comprehensive plans. Utilization or development for other than the allowed uses shall constitute a violation of the lease, and the lease will become subject to cancellation.
 4. Failure on the part of the lessee to substantially complete the lessee's farm management and development plan within the time frame specified in the plan, or failure to be consistent with the conditions

of the lease shall constitute grounds for cancellation. The mayor or his designee shall determine whether the plan is substantially complete and may extend these deadlines for good cause shown or when the mayor determines it to be in the borough's best interests.

5. Upon written approval of the borough, an agricultural lease may be assigned subject to the same terms and conditions of the existing lease. No agricultural lease may be assigned within two years of the anniversary date.

D. *Grazing lease.* The mayor may lease borough land for grazing purposes according to the terms fixed by the assembly including the applicable classification, except the mayor shall not lease approved, unpatented grant land without fully disclosing the unpatented status of the land to the lessee.

1. An application to lease must be submitted with a range management and development plan which shall disclose the use, nature of improvements, if any, an estimate of value of the improvements, the location of the proposed improvements, the description of the necessity for such improvements, and a statement that the improvements, as proposed, will not impair the value of the land or interfere with other reasonable uses thereof. Except as provided below, improvements of a permanent nature, such as housing, barns, sheds, slaughter houses, silos, and permanent grain or hay storage buildings, or other similar structures may not be authorized on a grazing lease. Should such structures be desired, the applicant must apply for a different form of lease in which such structures are authorized. The following uses and improvements may be authorized by the borough for use on grazing leases in a manner consistent with grazing lease uses and purposes:

- a. Permanent or temporary improvement of foliage quality and species to be used for grazing purposes by the lessee and not for sale or trade.
- b. Improvements to a spring to allow for an environmentally safe watering system.
- c. Fences in an approved place on the leased premises are not prohibited by this provision.
- d. Temporary animal facilities, such as corrals and chutes for loading animals.

- e. Temporary grain or hay storage facilities, provided such facilities may be no larger than the size necessary for storing a one-year supply of feed for the animals proposed to use the lease shown in the development plan.
 - f. A maximum of ten percent of standing timber may be used for authorized lease improvements. Clearing of timber, other than that which is approved as necessary for grazing purposes, or the sale of timber taken from the grazing lease premises, is prohibited.
 - g. Temporary living facilities such as cabins, tents, or other temporary structures as approved by the planning director, provided that the approved temporary living facilities must be removed upon the expiration of the lease.
2. The annual lease fees shall be [ESTABLISHED BY THE BOROUGH ASSESSOR WITH ANNUAL RATES FIXED FOR A MINIMUM PERIOD OF FIVE YEARS] in the amount listed in the most current Kenai Peninsula Borough Schedule of Rates, Charges and Fees.
 3. Lease lands shall be utilized for purposes within the scope of the application, the terms and conditions of the lease and in conformity with the lessee's range management and development plan, applicable classification, and any land use of comprehensive plans. Utilization or development by lessee for other than the allowed uses shall constitute a violation of the lease and the lease will become subject to cancellation. The mayor may contract with appropriate federal or state agencies to cooperatively manage borough grazing leases in conjunction with, or on behalf of, the borough.
 4. Failure on the part of the lessee to substantially complete the lessee's range management and development plan of the land within the time frame specified in the plan, or failure to be consistent with the conditions of the lease shall constitute grounds for cancellation. The mayor or his designee shall determine whether the plan is substantially complete and may extend these deadlines for good cause shown or when the mayor determines it to be in the borough's best interests.
 5. Upon written approval of the borough, a grazing lease may be assigned subject to the same terms and conditions of the existing lease.
 6. A grazing lease conveys no right, title, or interest held by the Kenai Peninsula Borough in any lands or resources and does not grant an

exclusive right to use of the leased area, except as may be necessary to protect lessee's authorized assets as may be provided in the grazing lease.

7. The lessee shall not prohibit or otherwise interfere with reasonable access to the leased area for other uses as may be authorized by the borough.

SECTION 3. That KPB 17.10.150 is hereby amended as follows:

17.10.150. Lease—Terms and Conditions.

- A. The following terms and conditions shall be applicable to all leases:
 1. Application to lease must be submitted on a form provided by the land management division.
 2. Section 17.10.120(F) shall apply.
 3. The filing of an application for lease does not give or imply any right to lease or use of the land under application.
- B. In the case of an agricultural lease, within 90 calendar days of the prospective lessee being notified that the applicant is eligible to lease borough lands and prior to executing the lease documents, the prospective lessee must submit a development plan which shall disclose the use, nature of improvements, an estimate of value of the improvements, a range management plan, and a development and construction time table.
- C. The land management officer shall have 90 calendar days in which to review the proposed development plan. This review shall include approval by the borough attorney and any other consultation which may be necessary to determine the adequacy of the plan.
- D. The land management officer may require additional information if it is determined that the plan does not address all of the potential impacts of the proposed land use. The prospective lessee shall bear the responsibility of obtaining professional assistance if it is deemed necessary by the land management officer that additional technical information is needed.
- E. After the required additional information is provided, the land management officer shall have 60 calendar days to review the amended development plan.
- F. After written notification by the land management officer that the development plan and other lease documents are acceptable, the lessee shall have 30 calendar days in which to sign the appropriate documents to execute

the lease. If at the end of the 30 calendar days the lessee has not completed and signed the documents, the authorized lease shall become null and void.

- G. All annual rental fees of lease lands are due and payable on or before the first day of each term year.
- H. That any taxes levied against the leasehold interest shall be the responsibility of the lessee to pay when due.


SECTION 4. That this ordinance shall take effect immediately upon enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 2ND DAY OF FEBRUARY, 2021.

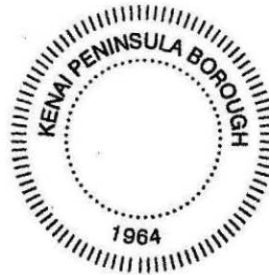


Brent Hibbert, Assembly President

ATTEST:



Jonni Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert
No: None
Absent: None

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*
Melanie Aeschliman, Planning Director *MA*

FROM: Marcus A Mueller, Land Management Officer *MA*

DATE: January 21, 2021

RE: Amendment to Ordinance 2021-01, Amending KPB 17.10, Borough Lands and Resources, to Change Agriculture and Grazing Lease Rates to a Standard Fee Schedule and Clarify Tax Responsibility (Mayor)

Ordinance 2021-01 would amend KPB17.10 to change agriculture and grazing lease rates and clarify tax responsibility. After introduction of this ordinance, it was noted that KPB 17.10.090 should have also been amended to include code sections that would be excepted if Ordinance 2021-01 is enacted. The requested amendment to Ordinance 2021-01 is as follows:

- Add a new Section 1 as follows and renumber the remaining sections:

SECTION 1: Amend KPB 17.10.090, as follows:

17.10.090. - Disposition of borough land.

Except as otherwise provided by this title no land or interest in land may be sold or leased or otherwise disposed of unless the land has been classified in accordance with the provisions of this chapter. Lands shall not be sold unless the borough has clear title to the land. All lands shall be sold or leased at fair market value or fair market rental value as determined by a qualified appraiser except as provided in sections 17.10.100(I) **[AND]**, 17.10.120(D) **and 17.10.140(C) and (D).**

Your consideration is appreciated.

Kenai Peninsula Borough
Planning Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor *ch*

FROM: Melanie Aeschliman, Planning Director *MA*

DATE: January 13, 2021

RE: Ordinance 2021-01, Amending KPB 17.10, Borough Lands & Resources, To Change Agriculture & Grazing Lease Rates to a Standard Fee Schedule and Clarify Tax Responsibility.

The Kenai Peninsula Borough Planning Commission reviewed the subject ordinance during their regularly scheduled January 11, 2021 meeting.

A motion passed by unanimous vote (10 Yes, 0 No, 1 Absent) to recommend approval of Ordinance 2021-01

In the ordinance, please amend the last WHEREAS statement:

WHEREAS, the Borough Planning Commission held a public hearing on January 11, 2021 and recommended approval by unanimous vote.

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

never finalized would be costly for the applicant. The process now is for the developer to receive preliminary plat approval and then go through all the steps to receive final approval.

Commissioner Ecklund asked staff if this recommendation could be considered under Ordinance 2020-45 consideration of this recommendation would require a rewrite to subdivision code. Mr. Huff recommend that action on the recommendation should be a separate process from Ordinance 2020-45 as the ordinance it close to be completed. Moving forward on this recommendation would require a new process that would have to go through all the steps that Ordinance 2020-45 has already gone through.

Commissioner Ruffner stated that he did not believe this issue is ripe for action at this time. It is his understanding that an engineer's stamp of approval is required for plat with lots less the 40,000 square feet. If there is no engineer's approval, the plat cannot be finalized. Considering the cost associated with engineer's report it makes sense that it come at the end of platting process. He does not support it being moved to become a part of the preliminary approval process. Mr. Huff replied the Commissioner Ruffner was correct in his understanding of code. When the plat committee gives approval to a preliminary plat it is based on the plat meeting the requirements of borough code. If a plat has a lot that is less than 40,000 square feet comes before that plat committee for approval

Commissioner Brantley stated that he agrees with

Commissioner Ecklund

Commissioner Gillham

Mr. Kelly

Commissioner Ecklund

Mr. Taylor

AGENDA ITEM E. NEW BUSINESS

5. Ordinance 2021-01, Amending KPB 17.10, Borough Lands and Resources, to change agriculture and grazing lease rates to a standard fee schedule and clarify tax responsibility.

Staff report given By Marcus Mueller.

KPB 17.10 provides for the administration of borough land and resources. There has been substantial focus on improving methods for directing borough land to agricultural uses. Current code requires the assessor to determine lease rates for agriculture and grazing leases. This method can be cumbersome, with uncertain results.

The ordinance would amend borough code to change agriculture and grazing lease rates to a standard fee schedule. This would allow for the maintenance of agriculture and grazing lease rates through the borough's schedule of rates, fees and charges, which is adopted and revised by resolution in accordance with KPB 1.26.

The proposed ordinance would also amend code to add a lease term that clarifies that taxes may be assessed on leases of borough land and that it is the responsibility of the leaseholder to pay such taxes.

This ordinance was sent to the advisory planning commissions (APC) for their recommendations. The Cooper Land APC recommended against passage. They were concerned about variables in values of land. They were concerned the values presented were too low. Mr. Mueller stated he believed the consideration of the variations of land values across the peninsula and the standardization of rates is appropriate to consider.

END OF STAFF REPORT

Chair Martin open the item for public comment. Seeing and hearing no one from the public wishing to comment, Chair Martin closed public comment and opened discussion among the Commission.

MOTION: Commissioner Ecklund moved, seconded by Commissioner Fikes to forward to the Assembly a recommendation to adopt Ordinance 2021-01, An ordinance amending KPB 17.10, Borough Land & Resources, to change agriculture and grazing lease rates to a standard fee schedule and clarify tax responsibility.

Commissioner Ecklund stated she had read the APC meeting minutes in the packet and the Hope/Sunrise APC recommended approval of the ordinance. She also noted the Cooper Landing APC had a great deal of discussion on the topic. She asked the following question of staff, would this lease rate only apply to lands that have been designated for agricultural use? An applicant would not be able to go into the middle of industrial or residential designated lands and request to lease the land for agricultural purposes. Mr. Muller replied code requires that lands be classified before disposing of the land by sale or lease. Any lands offered up by lease for this program will first have to be classified either agricultural or grazing.

Commissioner Ruffner asked Mr. Mueller if the borough were to gather up all the revenues generated from agricultural lands that are currently in place, and transfer them in to this proposed new mechanism would the borough make more or less money. Mr. Mueller replied that the borough has not issued any agricultural or grazing lease. He noted the borough does have several grazing leases inherited from the state and the rate per acre on those leases would run anywhere from \$.11 to \$.41. The proposed new rates would be an increase from those rates. Commissioner Ruffner then stated it appears the borough does not have much in the way of agriculture so this is not major issue. Mr. Mueller replied currently there are no contracts in place that the new rates would apply to; the new rates would be applied to new leases coming forward. Mr. Mueller noted Land Management has been moving in the direction of creating an agricultural program and will be working on classifying lands for agricultural and grazing for future lease offerings.

Seeing and hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes	10	No	0	Absent	1
Yes	Bentz, Brantley, Carluccio, Chesser, Ecklund, Fikes, Gillham, Martin, Ruffner Venuti				
No	None				
Absent	Morgan				

AGENDA ITEM E. NEW BUSINESS

- 6. Resolution 2021-002, a resolution updating the Kenai Peninsula Borough schedule of rates, charges and fee, pursuant to KPB 1.26, to include rates for agricultural and grazing leases.



Staff report given by Marcus Mueller.

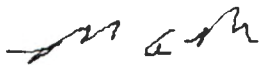
This is the sister resolution to Ordinance 2021-01. Generally, agricultural and grazing land uses can be categorized in alignment with soil qualities and management. Setting rates based on soil quality and management categories furthermore aligns with farm management and conservation plans, which are required for agriculture and grazing leases.

This resolution would adopt a schedule of rates for agriculture and grazing leases using eight management categories. These management categories can be administratively further defined as needed to address specific uses that would be eligible under the respective lease type. The rates in the resolution come from the Borough Agricultural Program white paper, which has been in circulation for the last several years. The numbers in the paper are somewhat contrived due to the fact that there is not a lot of information on local agricultural programs out there. Research on agricultural and grazing lease rates around the county has been done. The rates proposed fall in line with the rates from a Carlton County in Minnesota, according to North Minnesota State

MEMORANDUM

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

THRU: Charlie Pierce, Mayor 
Melanie Aeschliman, Planning Director 

FROM: Marcus A Mueller, Land Management Officer 

DATE: December 22, 2020

RE: Ordinance 2021-01, Amending KPB 17.10, Borough Lands and Resources, to Change Agriculture and Grazing Lease Rates to a Standard Fee Schedule and Clarify Tax Responsibility (Mayor)

KPB 17.10 provides for the administration of borough land and resources. There has been substantial focus on improving methods for directing borough land to agricultural uses. Current code requires the assessor to determine lease rates for agriculture and grazing leases. This method can be cumbersome, with uncertain results.

This ordinance would amend borough code to change agriculture and grazing lease rates to a standard fee schedule. This would allow for the maintenance of agriculture and grazing lease rates through the borough's schedule of rates, fees and charges, which is adopted and revised by resolution in accordance with KPB 1.26.

The proposed ordinance would also amend code to add a lease term that clarifies that taxes may be assessed on leases of borough land and that it is the responsibility of the leaseholder to pay such taxes.

Your consideration is appreciated.

Broyles, Randi

From: Blankenship, Johni
Sent: Friday, January 22, 2021 2:33 PM
To: Broyles, Randi
Subject: FW: <EXTERNAL-SENDER>Comments on Ordinance 2021-01

Public comment

From: Kyra Wagner <kyra@homerswcd.org>
Sent: Friday, January 22, 2021 2:30 PM
To: G_Notify_AssemblyClerk <G_Notify_AssemblyClerk@kpb.us>
Subject: <EXTERNAL-SENDER>Comments on Ordinance 2021-01

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.

Clerk Blankenship and Assembly Members,

Writing on behalf of the Board of Supervisors of the Homer Soil and Water Conservation District, I would like to share our support for Ordinance 2021-01: *An Ordinance Amending KPB 17.10, Borough Lands and Resources, to Change Agriculture and Grazing Lease Rates to a Standard Fee Schedule and Clarify Tax Responsibility*. This is an important step for those looking to utilize our borough lands for local agriculture. This price structure, though it will certainly change over the years, is an important first step to ensure fairness and accessibility to land for our Peninsula farmers. Better than open bids, competitive auctions, or simply a subjective guess on prices, this gives farmers the numbers they can use to create a successful business plan for expansion or even just starting a farm.

We look forward to continue working with the Borough to create a strong agriculture program on the Peninsula.

Kyra Wagner
District Manager
Homer Soil & Water Conservation District
www.homerswcd.org
432 E. Pioneer Ave.
Homer, AK 99603
(907) 299-4920

Introduced by:	Mayor
Date:	01/05/21
Action:	Postponed to 02/02/21
Vote:	9 Yes, 0 No, 0 Absent
Date:	02/02/21
Action:	Adopted as Amended
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-002**

A RESOLUTION UPDATING THE KENAI PENINSULA BOROUGH SCHEDULE OF RATES, CHARGES AND FEES, PURSUANT TO KPB 1.26, TO INCLUDE RATES FOR AGRICULTURAL AND GRAZING LEASES

WHEREAS, KPB 17.10.140(C)-(D) provide for agricultural and grazing leases of borough land; and

WHEREAS, standardizing agricultural and grazing lease fees would be an efficient and fair way to establish and maintain agricultural and grazing lease rates; and

WHEREAS the KPB comprehensive plan Goal 1 under the focus area for Agriculture and Mariculture, Objective A, Strategy 2b is to “Improve management of Borough-owned land, including initial planning, classification, and regulations for land sold or leased for agriculture”; and

WHEREAS, agricultural and grazing use and productivity is related to a combination of the soil capability and management; and

WHEREAS, U.S. Department of Agriculture (USDA) soils maps provide authoritative information regarding the productivity of soil across much of the Kenai Peninsula Borough, and similar soil mapping conventions can be extended across unmapped areas of the borough, using non-irrigated land capability classifications (LCC); and

WHEREAS, agricultural and grazing management can be categorized by way of farm management and conservation plans made part of borough leases; and

WHEREAS, the proposed fees take into account typical high cost of investment and typical low economic margins for agricultural and grazing uses as present conditions in the Kenai Peninsula Borough; and

WHEREAS, the borough planning commission held a public hearing on January 11, 2021 and recommended approval by unanimous consent.

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

SECTION 1. That the following schedule of non-refundable fees is hereby authorized:

Land Management

Agricultural Lease Areas:

Category A: Tillable, LCC 3-5	\$15.00/Acre/Year
Category B: Highly Erodible Fields	\$10.00/Acre/Year
Category C: Hayland to Rangeland	\$5.00/Acre/Year
Category D: Managed Forestland	\$2.50/Acre/Year
Category E: Non-Farmed Sensitive Land	\$1.00/Acre/Year
Category F: Access Reserves- Ungated	No Fees
Category G: On-site Materials limited to 1,000 CY	\$3.00/CY
Category H: Barnyard Site	\$25/Each + \$10/Acre/Year

Grazing Lease Areas:

Category C: Hayland to Rangeland	\$5.00/Acre/Year
Category E: Non-Farmed Sensitive Land	\$1.00/Acre/Year
Category F: Access Reserves- Ungated	No Fees
Category G: On-site Materials limited to 1,000 CY	\$3.00/CY
Category H: Barnyard Site	\$25/Each + \$10/Acre/Year

SECTION 2. This resolution shall take effect immediately upon adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 2ND DAY OF FEBRUARY, 2021.

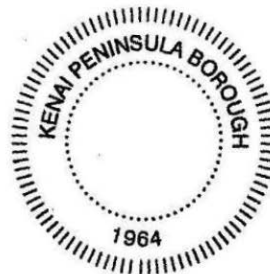


Brent Hibbert, Assembly President

ATTEST:



Jonni Blankenship, MMC, Borough Clerk



01/05/21 Vote on motion to postpone to 02/02/21:

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert

No: None

Absent: None

02/02/21 Vote on motion to adopt as amended:



Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert

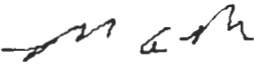
No: None

Absent: None

MEMORANDUM

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

THRU: Charlie Pierce, Mayor 
Melanie Aeschliman, Planning Director 

FROM: Marcus A Mueller, Land Management Officer 

DATE: December 22, 2020

RE: Resolution 2021-002, Updating the Kenai Peninsula Borough Schedule of Rates, Charges, and Fees, Pursuant to KPB 1.26, to include Rates for Agricultural and Grazing Leases (Mayor)

An ordinance is being introduced for the assembly's consideration which would move to standardized rates for agriculture and grazing leases. It is respectfully requested that this resolution be postponed until the assembly's February 2, 2021, meeting so that public hearing on the ordinance is contemporaneous to the hearing on this resolution.

Generally, agricultural and grazing land uses can be categorized in alignment with soil qualities and management. Setting rates based on soil quality and management categories furthermore aligns with farm management and conservation plans, which are required for agriculture and grazing leases.

This resolution would adopt a schedule of rates for agriculture and grazing leases using eight management categories. These management categories can be administratively further defined as needed to address specific uses that would be eligible under the respective lease type.


Maintenance of agriculture and grazing lease rates would occur by periodic updates through assembly resolution in accordance with KPB 1.26.


Your consideration of this resolution is appreciated.

Kenai Peninsula Borough
Planning Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor 

FROM: Melanie Aeschliman, Planning Director 

DATE: January 13, 2021

RE: Resolution 2021-002, A Resolution Updating the Kenai Peninsula Borough Schedule of Rates, Charges and Fees, Pursuant to KPB 1.26, To Include Rates for Agricultural and Grazing Leases.

The Kenai Peninsula Borough Planning Commission reviewed the subject ordinance during their regularly scheduled January 11, 2021 meeting.

A motion passed by unanimous vote (10 Yes, 0 No, 1 Absent) to recommend approval of Resolution 2021-002.

In the resolution please amend the last WHEREAS statement:

WHEREAS, the Borough Planning Commission held a public hearing on January 11, 2021 and recommended approval by unanimous vote.

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

Resources, to change agriculture and grazing lease rates to a standard fee schedule and clarify tax responsibility.

Commissioner Ecklund stated she had read the APC meeting minutes in the packet and the Hope/Sunrise APC recommended approval of the ordinance. She also noted the Cooper Landing APC had a great deal of discussion on the topic. She asked the following question of staff, would this lease rate only apply to lands that have been designated for agricultural use? An applicant would not be able to go into the middle of industrial or residential designated lands and request to lease the land for agricultural purposes. Mr. Muller replied code requires that lands be classified before disposing of the land by sale or lease. Any lands offered up by lease for this program will first have to be classified either agricultural or grazing.

Commissioner Ruffner asked Mr. Mueller if the borough were to gather up all the revenues generated from agricultural lands that are currently in place, and transfer them in to this proposed new mechanism would the borough make more or less money. Mr. Mueller replied that the borough has not issued any agricultural or grazing lease. He noted the borough does have several grazing leases inherited from the state and the rate per acre on those leases would run anywhere from \$.11 to \$.41. The proposed new rates would be an increase from those rates. Commissioner Ruffner then stated it appears the borough does not have much in the way of agriculture so this is not major issue. Mr. Mueller replied currently there are no contracts in place that the new rates would apply to; the new rates would be applied to new leases coming forward. Mr. Mueller noted Land Management has been moving in the direction of creating an agricultural program and will be working on classifying lands for agricultural and grazing for future lease offerings.

Seeing and hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes	10	No	0	Absent	1
Yes	Bentz, Brantley, Carluccio, Chesser, Ecklund, Fikes, Gillham, Martin, Ruffner Venuti				
No	None				
Absent	Morgan				

AGENDA ITEM E. NEW BUSINESS

- 6. Resolution 2021-002, a resolution updating the Kenai Peninsula Borough schedule of rates, charges and fees, pursuant to KPB 1.26, to include rates for agricultural and grazing leases.

Staff report given by Marcus Mueller.

This is the sister resolution to Ordinance 2021-01. Generally, agricultural and grazing land uses can be categorized in alignment with soil qualities and management. Setting rates based on soil quality and management categories furthermore aligns with farm management and conservation plans, which are required for agriculture and grazing leases.

This resolution would adopt a schedule of rates for agriculture and grazing leases using eight management categories. These management categories can be administratively further defined as needed to address specific uses that would be eligible under the respective lease type. The rates in the resolution come from the Borough Agricultural Program white paper, which has been in circulation for the last several years. The numbers in the paper are somewhat contrived due to the fact that there is not a lot of information on local agricultural programs out there. Research has been conducted on agricultural and grazing lease rates around the county. The rates proposed in this resolution fall in line with the rates from Carlton County in Minnesota, according to North Minnesota State University.

One factor to take into consideration is the borough land we are talking about leasing under this program is forested land. The land has not gone through the conversion process and been cleared. We are not talking about lands for turnkey farming. Individuals will not be able to go and prep, plant have a harvest in the first year. The land will require development. This was a part of the calculus involved in developing the proposed rates.

Maintenance of agriculture and grazing lease rates would occur by periodic updates through assembly resolution in accordance with KPB 1.26.

END OF STAFF REPORT

Chair Martin open the item for public comment. Seeing and hearing no one from the public wishing to comment, Chair Martin closed public comment and opened discussion among the Commission.

MOTION: Commissioner Ecklund moved, seconded by Commissioner Carluccio to forward to the Assembly a recommendation to adopt Resolution 2021-002, a resolution updating the Kenai Peninsula Borough schedule of rates, charges and fees, pursuant to KPB 1.26, to include rates for agricultural and grazing leases.

Commissioner Ecklund asked staff if during their research had they come across any rates from Alaska. She is aware that the North Star Borough has many hay fields. Did they come across any grazing lease rates from that borough? Mr. Mueller replied that he did not check with the North Star Borough. He did talk to an appraiser from the Mat-Su Valley and the appraiser related that a lot of the rental market in the borough relied heavily on taxes breaks for agricultural uses. Landowners there were not looking for much in the way of rents but were getting benefit from reduced tax rates on their lands for agricultural uses.

Commissioner Carluccio noted the Cooper Landing APC has questioned the \$2.50 per acre rate for Managed Forestlands. They mentioned a rate of 10% - referring to being able to take up to 10% of the trees per acre. Do you know where they got that number? Mr. Muller stated the 10% that was reference was a hypothetical number given by one the APC members. They were discussing the application of managed forestland in the Cooper Landing Valley. What Land Management would be looking for in a lease proposal would be production on a sustainable basis. Ten percent per year would be beyond a sustainable yield but perhaps 10% every ten years would be appropriate.

Commissioner Bentz asked Mr. Mueller if he could identify for the commission where lease revenues go and how they are use. She has a concern if natural habitat is being converted for agricultural uses and say after five to ten years there is some kind of impairment to the land, could lease revenues be used for reclamation or remediation purposes for the land? Mr. Mueller replied that lease revenues go into the Land Trust Fund and those funds go out according to the budget. Land sale revenues go into Land Trust Investment Fund. Lease fees are not used for reclamation but there is the opportunity in the lease agreement requiring a bond for reclamation from to repair any damage to the land. The borough has not had much experience in using bonding practices. Mr. Mueller noted that all leases go before the Planning Commission for a recommendation to the Assembly, which will give the Planning Commission an opportunity to question lease provisions. Also all agricultural and grazing leases require a farm management plan. Farm management plans are conservation plans developed between the producer and the Soil & Water Conservation District. The rates also refer to different types of management units. Not only will the lease rate be charged according to how the land is being used but the land will also be managed according to the designation. This will allow for farm plans to be specific to the type of land and agricultural uses.

Seeing and hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes	10	No	0	Absent	1
Yes	Bentz, Brantley, Carluccio, Chesser, Ecklund, Fikes, Gillham, Martin, Ruffner Venuti				
No	None				
Absent	Morgan				

Introduced by: Mayor
Date: 02/02/21
Action: Adopted
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-009**

**A RESOLUTION DESIGNATING THE NEWSPAPER AND AUTHORIZING AWARD
OF A CONTRACT FOR THE PUBLICATION OF THE 2021 FORECLOSURE LIST,
AND THE DELINQUENT LEASEHOLD, MOBILE HOMES, PERSONAL AND OTHER
TAX LISTS FOR THE TAX YEAR 2020 AND PRIOR**

WHEREAS, the borough is required by statute to publish an annual foreclosure list in a newspaper of general circulation setting forth the names and amounts of all delinquent real property taxes and special assessments; and

WHEREAS, the finance department requested quotes from all area newspapers of general circulation for the performance of all work required to print, publish, and distribute the 2021 property tax and special assessments foreclosure list, the delinquent leasehold, mobile homes, personal and other tax lists for the tax year 2020 and prior; and

WHEREAS, the finance department estimates the contractor will be required to publish approximately 20 tabloid pages for the 2021 foreclosure list for \$5,830.65, approximately 12 tabloid pages for the delinquent tax lists for \$975.83, for a total cost of \$6,806.48; and

WHEREAS, the assembly is required by KPB 5.12.260 to designate the newspaper that will publish the foreclosure list and delinquency lists together with the days of publication;

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

SECTION 1. That the Peninsula Clarion is designated as the newspaper of general circulation to perform all work necessary to print, publish, and distribute the 2021 foreclosure list for a price of \$5,830.65. The delinquent tax lists will be published for a price of \$975.83, and the mayor is authorized to enter a contract for this work to the designated newspaper. The total contract price shall be \$6,806.48. All expenditures for this contract shall be charged to account 100.11440.43310.

SECTION 2. That beginning on February 23, 2021, the foreclosure list shall be published one (1) time per week for four (4) consecutive weeks. The delinquent tax lists shall be published one (1) time.

SECTION 3. That if payment for delinquent leasehold, mobile homes, personal and other tax is not received by March 15, 2021, the borough will institute further proceedings to collect the delinquent taxes.

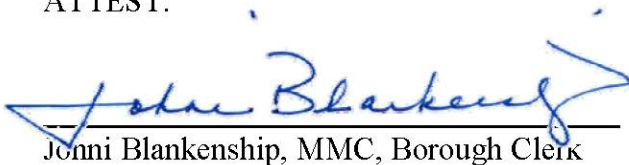
SECTION 4. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 2ND DAY OF FEBRUARY, 2021.

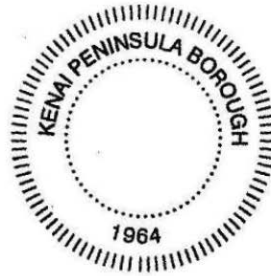


Brent Hibbert, Assembly President

ATTEST:



Jenni Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert
No: None
Absent: None

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*
Brandi Harbaugh, Finance Director *BH*

FROM: Jennifer VanHoose, Property Tax & Collections Manager *JV*

DATE: January 21, 2021

RE: Resolution 2021-009 Designating the Newspaper and Authorizing Award of a Contract for the Publication of the 2021 Foreclosure List, and the Delinquent Leasehold, Mobile Homes, Personal and Other Tax Lists for the Tax Year 2020 and Prior (Mayor)

Attached is a resolution for consideration designating the *Peninsula Clarion (Clarion)* as the newspaper for the publication of the 2021 Foreclosure List and Delinquent Leasehold, Mobile Homes, Personal and Other Tax Lists for the tax year 2020 and prior per AS 29.45.330 and authorizing the award of a contract to the *Clarion*.

Your consideration of this resolution is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>100.1140.43310</u>
Amount	<u>\$6,806.48</u>
By: <i>PP</i>	Date: <u>1/20/2021</u>

Introduced by: Mayor
Date: 02/02/21
Hearing: 02/16/21
Action: Enacted as Amended
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-19-18**

**AN ORDINANCE APPROPRIATING SUPPLEMENTAL FUNDS TO SUPPORT THE
WESTERN EMERGENCY SERVICE AREA FOR THE REMAINDER OF FISCAL
YEAR 2021**

WHEREAS, on July 7, 2020, the assembly enacted Ordinance 2020-31 expanding the Anchor Point Fire and Emergency Medical Service Area (“APFEMSA”) forming the Western Emergency Service Area (“WESA”); and

WHEREAS, on October 6, 2020 the voters in both areas approved the expansion of APFEMSA as described in Ordinance 2020-31; and

WHEREAS, at its meeting of December 1, 2020, the assembly confirmed the appointments to WESA in accordance with KPB 16.60.020; and

WHEREAS, the formation of WESA will be effective upon completion of the transfer of Ninilchik Emergency Assets to the borough on behalf of WESA as provided in Ordinance 2020-31 and amended by Ordinance 2021-49; and

WHEREAS, once the formation of WESA is effective, the fund balance of APFEMSA will become that of WESA; and

WHEREAS, fund balance of \$205,385 is being appropriated in this ordinance to support operational costs of WESA for the remainder of FY2021 in the expanded area, such as wages, building and equipment maintenance, supplies, insurance and utilities; and

WHEREAS, at its regular meeting of February 10, 2020, the WESA board recommended approval of this ordinance by unanimous consent;

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

SECTION 1. That the amount of \$205,385 is appropriated from the Western Emergency Service Area fund balance account 209.27910 to the following accounts:

209	51710	40110	Regular Wages	\$ 51,751
209	51710	40111	Special Pay	935
209	51710	40120	Temp Wages -Volunteer Stipends	8,074
209	51710	40130	Overtime Wages	6,838
209	51710	40131	FLSA Overtime	2,450
209	51710	40210	FICA	5,500
209	51710	40221	PERS	13,884
209	51710	40321	Health Insurance	22,422
209	51710	40322	Life Insurance	131
209	51710	40410	Leave	7,867
209	51710	42210	Operating Supplies	4,000
209	51710	42220	Fire/Medical/Rescue Supplies	4,200
209	51710	42230	Fuel, Oils and Lubricants	5,000
209	51710	42250	Uniforms	2,000
209	51710	42263	Training Supplies	900
209	51710	42310	Repair/Maintenance Supplies	900
209	51710	42360	Motor Vehicle Repair	1,000
209	51710	42410	Small Tools & Equipment	2,500
209	51710	43011	Contractual Services	5,000
209	51710	43014	Physical Examinations	2,000
209	51710	43019	Software Licensing	1,500
209	51710	43110	Communications	5,000
209	51710	43140	Postage and Freight	500
209	51710	43210	Transport/Subsistence	500
209	51710	43260	Training	2,500
209	51710	43510	Insurance Premium	25,000
209	51710	43610	Utilities	5,000
209	51710	43720	Equipment Maintenance	2,000
209	51710	43750	Vehicle Maintenance	1,000
209	51710	43780	Buildings/Grounds Maintenance	3,500
209	51710	43920	Dues and Subscriptions	250
209	51710	48710	Minor Office Equipment	3,500
209	51710	48720	Minor Office Furniture	1,000
209	51710	48740	Minor Machines & Equipment	4,000
209	51710	48750	Minor Medical Equipment	500
209	51710	61990	Admin Service Fee	2,283
				\$ 205,385

SECTION 3. That upon enactment this ordinance shall be effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF FEBRUARY, 2021.

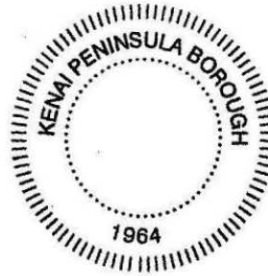


Brent Hibbert, Assembly President

ATTEST:



Jonni Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert
No: None
Absent: None

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: Jon Marsh, Western Emergency Service Area Chief *JM*
Brandi Harbaugh, Finance Director *BH*

DATE: January 21, 2021

SUBJECT: Ordinance 2020-19- 18, Appropriating Supplemental Funds to Support the Western Emergency Service Area for the Remainder of Fiscal Year 2021 (Mayor)

On July 7, 2020, the assembly enacted Ordinance 2020-31 expanding the Anchor Point Fire and Emergency Medical Service Area ("APFEMSA") and forming the Western Emergency Service Area ("WESA"). On October 6, 2020, the voters in both areas approved the expansion of APFEMSA as described in Ordinance 2020-31.

With the WESA expansion effective upon transfer of assets from Ninilchik Emergency Services, Inc. to the newly expanded service area, WESA will require an appropriation of funds from fund balance to support expenditure needs until June 30, 2021.

This ordinance appropriates \$205,385 into various accounts listed in the ordinance. This amount will support additional operational costs of the expanded service area for the remainder of fiscal year 2021.

Your consideration is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>209.29710</u>
Amount:	<u>\$205,385</u>
By: <u>PP</u>	Date: <u>1/21/2021</u>

Kenai Peninsula Borough
Office of the Borough Clerk

MEMORANDUM

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

THRU: Johni Blankenship, Borough Clerk (JB)

FROM: Michele Turner, Deputy Borough Clerk (MT)

DATE: February 16, 2021

RE: Ordinance 2020-19-18: Appropriating Supplemental Funds to Support the Western Emergency Service Area for the Remainder of Fiscal Year 2021 (Mayor)

The Western Emergency Service Area (WESA) board addressed the ordinance. Please amend the last Whereas clauses to read:

“**WHEREAS**, at its regular meeting of February 10, 2020, the WESA board recommended approval of this ordinance by unanimous consent.”

Thank you.

Introduced by:	Johnson
Date:	06/02/20
Hearing:	07/07/20
Action:	Enacted as Amended
Vote:	9 Yes, 0 No, 0 Absent
Date:	10/13/20
Action:	Ratified by the Voters at the 10/06/20 Election
Vote:	Proposition 1A: Yes 319; 67.58% No 153; 32.42% Proposition 1B: Yes 472; 66.95% No 233; 33.05%

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-31**

**AN ORDINANCE EXPANDING THE ANCHOR POINT FIRE AND EMERGENCY
MEDICAL SERVICE AREA BOUNDARIES TO INCLUDE THE NINILCHIK AREA**

- WHEREAS,** since fire and emergency medical service area boundaries should reflect the usage of the communities they serve, it makes sense to examine them periodically to allow for changes; and
- WHEREAS,** Ninilchik Emergency Services (“NES”) has provided fire protection and emergency medical services to the Ninilchik community since 1978; and
- WHEREAS,** the Anchor Point Fire and Emergency Medical Service Area (“APFEMSA”) was established in 1983 to provide fire protection and ambulance service to the Anchor Point area; and
- WHEREAS,** both NES and APFEMSA work diligently to provide fire and emergency protection to their communities; and
- WHEREAS,** the APFEMSA board has tried to expand their services and increase staffing for the fire station in an effort to better serve their community; and
- WHEREAS,** recent changes in Ninilchik have highlighted the need for Ninilchik to expand its fire and emergency services; and
- WHEREAS,** both Ninilchik and Anchor Point have a long and documented history of working together and assisting each other during times of need; and
- WHEREAS,** forming an independent fire and emergency medical service area would be cost prohibitive in Ninilchik; and

WHEREAS funding for Ninilchik independently is estimated to necessitate a mil rate of 5.75 in order to provide for a staff of three plus sufficient funding for basic equipment and minimal fund balance; and

WHEREAS, the two communities would be able to leverage their years of expertise and training to create a more comprehensive coverage area benefiting both communities; and

WHEREAS, on March 17, 2020, the Ninilchik-Anchor Point Joint Service Area Work Group ("NAPJSAWG") was established by KPB resolution 2020-025 as a result of the February 6, 2020 town hall meeting in Ninilchik; and

WHEREAS the group was tasked with researching and making recommendations regarding whether Ninilchik should have its own service area, attempt to join APFEMSA, or try to make adjustments and continue to operate its current volunteer service; and

WHEREAS at its May 15, 2020 meeting the NAPJSAWG unanimously recommended that a question be placed on the October 6, 2020 ballot proposing to combine APFEMSA with the area currently being served by NES;

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

SECTION 1. That the title of KPB Chapter 16.60 is hereby amended as follows:

CHAPTER 16.60. [ANCHOR POINT FIRE AND EMERGENCY MEDICAL] WESTERN EMERGENCY SERVICE AREA

SECTION 2. That KPB 16.60.010 is hereby replaced as follows:

16.60.010. Established Boundaries

There is established a service area within the borough, designated the "[ANCHOR POINT FIRE AND EMERGENCY MEDICAL] Western Emergency Service Area," including that portion of the borough described as follows:

All of the following referenced to the Seward Meridian, Alaska:

Commencing at the section corner common to sections 2, 3, 10, and 11, T3S, R16W;

Thence east along the section line to the range line common to R15W and R16W;

Thence north along said range line to the baseline at the northwest corner of T1S, R15W;

Thence east along the baseline to the southeast corner of T1N, R15W;

Thence north along the range line common to R14W and R15W to the northeast corner T1N, R15W;

Thence east along the township line to the corner common to Sections 32 and 33, T2N, R11W, and Sections 4 and 5, T1N, R11W;

Thence south along the section line to the intersection with the baseline;

Thence east along the baseline to the northeast corner Section 2, T1S, R11W;

Thence south along the section line to the corner common to Sections 35 & 36, T2S, R11W, and Sections 1 and 2, T3S, R11W;

Thence west along the township line common to T2S and T3S to the corner of T2S, R11 and 12W, and T3S, R11 and 12W;

Thence south along the range line common to R11W and R12W to the corner of Sections 30 and 31, T4S, R11W, and Sections 25 and 36, T4S, R12W;

Thence continuing south along said range line to the point of intersection of the line common to Section 31, T4S, R11W, and Section 36, T4S, R12W and the thread of the Anchor River;

Thence westerly along the thread of the Anchor River to the point of intersection with the line common to Sections 28 and 29, T5S, R14W;

Thence south along said common line and continuing along the line common to Sections 32 and 33, T5S, R14W, to the north 1/16 th corner common to said Sections 32 and 33, T5S, R14W;

Thence west along the north 1/16 th line through Section 32 and continuing through Section 31 to the north 1/16 th corner of Section 31 on the range line common to T5S, R14W and T5S, R15W;

Thence west along the north 1/16 th line through Section 36, T5S, R15W and continuing through Section 35, T5S, R15W to the Mean High Water of Cook Inlet;

Thence from the latitude of the intersection of the north 1/16 th line of Section 35, T5S, R15W and the MHW of Cook Inlet due west to the west edge of T5S, R15W;

Thence north along the line between R15W and R16W to the northwest corner of T5S, R15W;

Thence west along the line between T5S and T4S to the southwest corner of Section 35, T4S, R16W;

Thence north to the section corner common to sections 2, 3, 10, and 11, T3S, R16W, the true point of beginning.

Map Attached

SECTION 3. That KPB 16.60.020 is hereby amended as follows:

16.60.020. Board of Directors

- (a.) There is established a board of directors for the [ANCHOR POINT FIRE AND EMERGENCY MEDICAL] Western Emergency Service Area composed of [5] five members, two of whom shall be residents of Anchor Point, two of whom shall be residents of Ninilchik and one of whom may be a resident from either community. All members [WHO SHALL BE RESIDENTS OF THE SERVICE AREA AND] shall be appointed by the mayor and confirmed by the assembly. Up to one board member may also serve as a volunteer firefighter and/or emergency medical service provider for the service area without compensation except that which is ordinarily provided to such volunteers.
- (b.) The board shall meet periodically at regular and special meetings called by the Board. All meetings shall be open to the public as provided by law.

SECTION 4. That KPB 16.60.020 is hereby amended as follows:

16.60.090. Ambulance Billing

Revenues collected from ambulance billing by the [ANCHOR POINT FIRE AND EMERGENCY MEDICAL] Western Emergency Service Area as approved by the assembly pursuant to KPB 1.26.010 shall be recorded as revenue within that service area.

SECTION 5. Add a new section to KPB 16.60 as follows:

16.60.100. Mill Levy

No mill levy in excess of 2.95 mills shall be levied on behalf of the service area unless an increase is approved by the assembly during the budgetary process.

SECTION 6. That the following proposition shall be placed before the voters of the [ANCHOR POINT FIRE AND EMERGENCY MEDICAL] Western Emergency Service Area and the voters residing within the remaining areas described in section 2 of this ordinance at the regular election to be held on October 6, 2020:

PROPOSITION:

Shall the Kenai Peninsula Borough be authorized to exercise powers to provide fire protection and emergency medical services through the expansion of the Anchor Point Fire and Emergency Medical Service Area to include the Ninilchik area as defined by Section 2 of Ordinance 2020-31?

YES A yes vote approves the expansion of the Anchor Point Fire and Emergency Medical Services Area into the Ninilchik Area.

NO A no vote would prohibit the expansion of the Anchor Point Fire and Emergency Medical Service Area into the Ninilchik area.


SECTION 7. That section 5 of this ordinance takes effect immediately upon enactment of this ordinance. Sections 1, 2, 3 4, 6 and 7 of this ordinance shall take effect only upon approval by the majority of the voters residing in both the Anchor Point Fire Service Area and the majority of the voters residing in the proposed expanded boundaries area outside the boundaries of the Anchor Point Fire Service Area voting on the question during the regular KPB election scheduled for October 6, 2020.

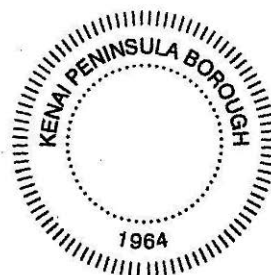
SECTION 8. That this ordinance shall also only take effect if the Ninilchik Emergency Services (NES) non-profit organization transfers free and clear title, ownership, and possession of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department to the borough on behalf of the Anchor Point Ninilchik Fire and Emergency Medical Service Area on or before January 31, 2021.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 7TH DAY OF JULY, 2020.

ATTEST:

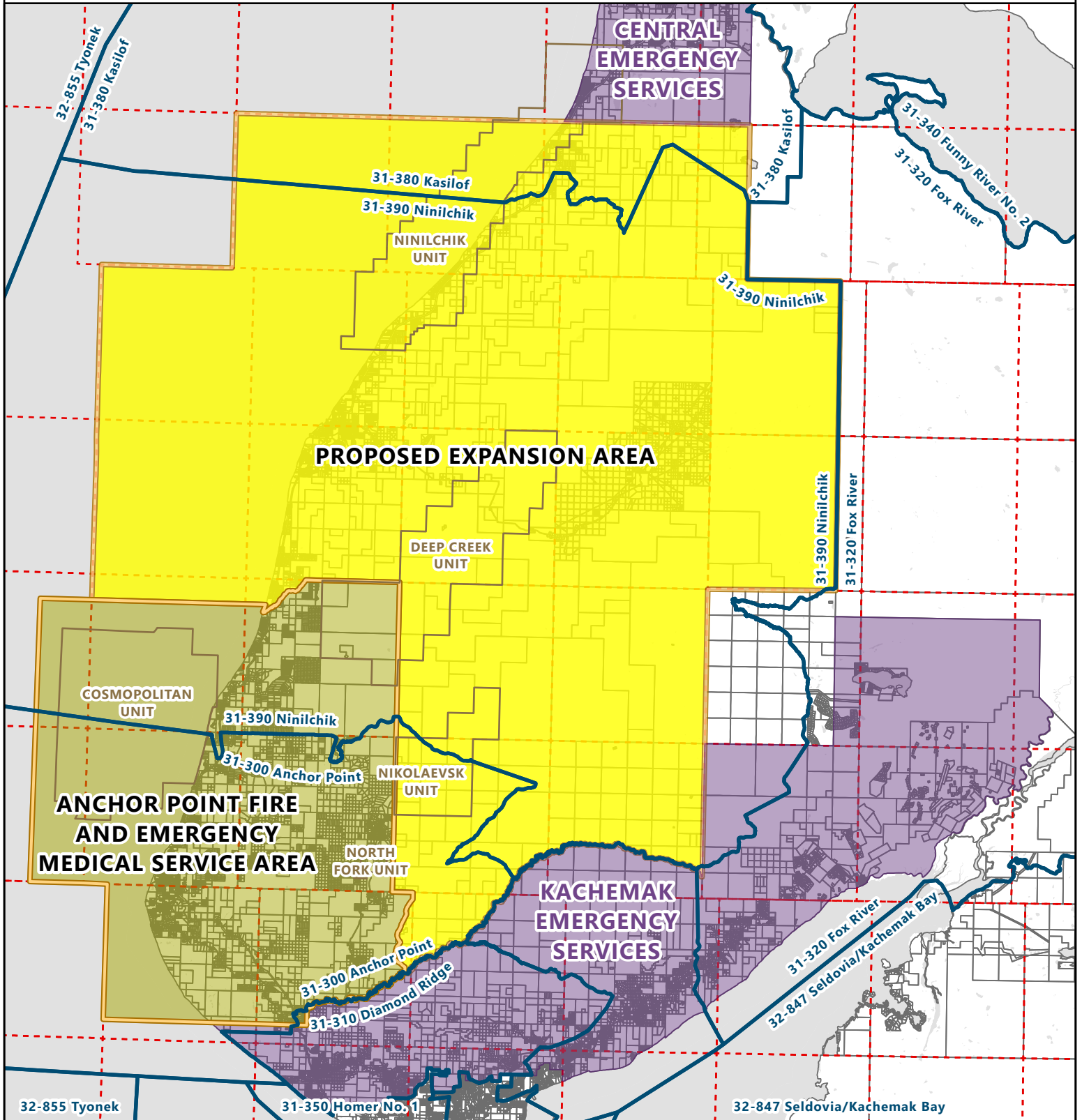

Johni Blankenship, MMC, Borough Clerk


Kelly Cooper, Assembly President



Yes: Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, Cooper
No: None
Absent: None

PROPOSED ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA EXPANSION



PROPOSED EXPANSION AREA

EXISTING FIRE AND EMERGENCY SERVICE AREAS

ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA

CENTRAL EMERGENCY SERVICES

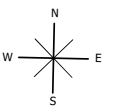
KACHEMAK EMERGENCY SERVICES

VOTER PRECINCTS

OIL AND GAS UNITS

TOWNSHIP LINES

PARCELS



0 5 Miles

Introduced by: Mayor
Date: 12/01/20
Hearing: 01/05/21
Action: Enacted as Amended
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-49**

**AN ORDINANCE APPROVING THE TRANSFER OF ASSETS FROM NINILCHIK
EMERGENCY SERVICES, INC. TO THE BOROUGH ON BEHALF OF THE NEWLY
EXPANDED FIRE & EMERGENCY MEDICAL SERVICE AREA AND EXTENDING
THE DEADLINE FOR COMPLETION OF THE TRANSFER OF ASSETS**

WHEREAS, Ordinance 2020-31 expanded the Anchor Point Fire and Emergency Medical Service Area (APFEMSA) boundaries to include the Ninilchik area subject to approval by the voters residing in the APFEMSA and also by voters residing in the proposed expanded boundaries outside of APFEMSA in the October 6, 2020 regular borough election; and

WHEREAS, the voters in both areas approved the expansion of APFEMSA as described in Ordinance 2020-31; and

WHEREAS, Section 8 of Ordinance 2020-31 also provided that the ordinance shall only take effect if the Ninilchik Emergency Services (NES) non-profit organization transfers free and clear title, ownership, and possession of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department to the borough on behalf of the newly expanded fire and emergency medical service Area on or before January 31, 2021; and

WHEREAS, Ninilchik Emergency Services, Inc. is willing to transfer these assets to the borough on behalf of the new service area before January 31, 2021; and

WHEREAS, the best interests of the borough would be served by authorizing the transfer of these assets to the borough on behalf of the new service area approved by the voters;

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

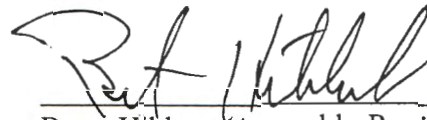
SECTION 1. That the Borough Mayor is authorized to execute any preliminary documents necessary for the borough to accept the transfer of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department from NES on behalf of the newly expanded service area called the Western Emergency Service Area, subject to inspection and approval of the property by the borough administration. A list of the property proposed to be transferred to the borough, subject to borough approval, is attached hereto as Attachment A and incorporated

herein by reference. The final transfer agreement and list of property will be presented to the assembly for approval before the transfer deadline.

SECTION 2. That the deadline in Section 8 of Ordinance 2020-31 for the transfer of free and clear title, ownership and possession of all real and personal property located in and obtained for the use at or by the Ninilchik Fire Department to the borough on behalf of the Western Emergency Service Area is extended from January 31, 2021 to April 20, 2021. The failure to transfer said assets as described shall render the creation of the Western Emergency Service Area null and void.

SECTION 3. That this ordinance shall take effect immediately upon enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 5TH DAY OF JANUARY, 2021.



Brent Hibbert, Assembly President

ATTEST:


John Blankenship, MMC, Borough Clerk

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert
No: None
Absent: None

Introduced by: Mayor
Date: 02/02/21
Hearing: 02/16/21
Action: Enacted as Amended
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-04**

**AN ORDINANCE APPROVING THE TRANSFER OF ASSETS FROM NINILCHIK
EMERGENCY SERVICES, INC. TO THE KENAI PENINSULA BOROUGH ON
BEHALF OF THE NEWLY EXPANDED FIRE & EMERGENCY MEDICAL SERVICE
AREA**

WHEREAS, Ordinance 2020-31 expanded the Anchor Point Fire and Emergency Medical Service Area (APFEMSA) boundaries to include the Ninilchik area subject to approval by the voters residing in the APFEMSA and also by voters residing in the proposed expanded boundaries outside of APFEMSA in the October 6, 2020 regular borough election; and

WHEREAS, the voters in both areas approved the expansion of APFEMSA as described in Ordinance 2020-31; and

WHEREAS, Section 8 of Ordinance 2020-31 also provided that the ordinance shall only take effect if the Ninilchik Emergency Services (NES) non-profit organization transfers free and clear title, ownership, and possession of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department to the borough on behalf of the newly expanded fire and emergency medical service area on or before January 31, 2021; and

WHEREAS, Ordinance 2020-49 extended the deadline for the transfer of assets to April 20, 2021; and

WHEREAS, NES has agreed to execute a Purchase Agreement to transfer free and clear title, ownership, and possession of all real and personal property located in and obtained for use by the Ninilchik Fire Department to the Kenai Peninsula Borough (Borough) for the sum of ten dollars (\$10.00), not to include costs associated with the sale or transfer of the assets; and

WHEREAS, the conditions of the transfer were memorialized in a Purchase Agreement negotiated between the Borough and NES; and

WHEREAS, Borough employees have inventoried and inspected the assets; and

WHEREAS, the best interests of the Borough would be served by authorizing the transfer of these assets to the Borough on behalf of the new service area approved by the voters; and

WHEREAS, as stated in Ordinance 2020-31, upon the transfer of assets, the Anchor Point Fire and Emergency Service Area shall be expanded to encompass the areas approved by the voters on October 6, 2020; and

WHEREAS, also as stated in Ordinance 2020-31, upon the expansion of the service area, it shall be renamed the Western Emergency Service Area (WESA); and

WHEREAS, the WESA board at its special meeting held on December 17, 2020, voted unanimously to approve the Purchase Agreement; and

WHEREAS, the Planning Commission at its regularly scheduled meeting held on February 8, 2021, recommended approval by unanimous consent;

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

SECTION 1. That the Borough Mayor is authorized to enter into a Purchase Agreement, substantially in the form of the Purchase Agreement attached hereto and incorporated herein by reference, of the real and personal property located in Ninilchik, Alaska as described in Attachment A to the Purchase Agreement.

SECTION 2. That the sale price, not including all associated closing costs, shall not exceed ten dollars (\$10.00).

SECTION 3. That as a part of this transfer, all assets shall be free and clear of any liens and encumbrances.

SECTION 4. The sum of ten dollars (\$10.00) is available in account 209.51410.48620 for the acquisition of NES assets as authorized by this ordinance.

SECTION 5. That this ordinance shall take effect immediately upon enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF FEBRUARY, 2021.

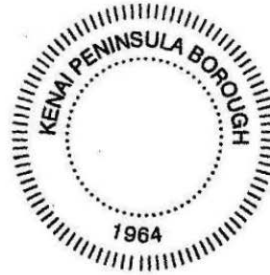


Brent Hibbert, Assembly President

ATTEST:



Jonni Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert
No: None
Absent: None

PURCHASE AGREEMENT

This Agreement is made on this ____ day of February, 2021 by and between the Kenai Peninsula Borough, a State of Alaska municipal corporation, whose address is 144 N. Binkley Street, Soldotna, Alaska 99669 (hereinafter referred to as the Borough”) and Ninilchik Emergency Services, an Alaska nonprofit corporation, whose address is PO Box 39446, Ninilchik, Alaska 99639 (hereinafter referred to as “NES”).

WHEREAS, NES is a nonprofit corporation organized to provide fire and emergency medical services in the Ninilchik area; and

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

TRACT A OF ALASKA STATE LAND SURVEY NO. 2010-20, CONTAINING 3.502 ACRES, MORE OR LESS, ACCORDING TO THE SURVEY PLAT RECORDED IN THE HOMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, ON AUGUST 27, 2012, AS PLAT 2012-31

and

LOT ONE, COOPER-ENGLE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NO. 97-9, RECORDS OF THE HOMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA

hereinafter “the Property”; and

WHEREAS, during the regular October 6, 2020 borough election the voters of the proposed expanded boundary outside the boundaries of the Anchor Point Fire and Emergency Medical Service Area (APFEMSA) and the voters of the APFEMSA approved passage of Proposition No. 1 which approved expanding the Anchor Point Fire and Emergency Medical Service Area to include the Ninilchik area and creating a new service area to be called the Western Emergency Service Area (WESA); and

WHEREAS, as a condition of the new service area taking effect, NES agrees to transfer free and clear title, ownership, and possession of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department to the borough on behalf of the new service area; and

WHEREAS, the Borough is willing to accept the property, which is located within the newly established service area along with certain equipment and supplies as described in **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, the Borough and NES have negotiated additional terms and conditions to ensure that the Property is primarily used to provide fire and emergency medical services to the Ninilchik community, firefighting and emergency medical services equipment, and that it will be manned by WESA personnel; and

WHEREAS, the Borough agrees to adequately staff both stations with paid staff and volunteers as necessary for proper operation and to ensure adequate coverage of the entire service area; and

WHEREAS, during the initial transition hiring, the Borough agrees to provide current NES employees and volunteers the opportunity to apply as internal applicants; and

WHEREAS, in consideration of the promises herein contained, NES hereby agrees to transfer to the Borough, and the Borough hereby agrees to accept from NES, the Property and the equipment described in Exhibit A and to use and operate the equipment and facility on the Property on the terms and conditions as set forth below.

1. PURCHASE PRICE

The purchase price of the Property and equipment listed in Exhibit A shall be TEN dollars and no cents (\$10.00) to be paid at the time of closing.

2. TITLE

Title to the real property shall be delivered at time of closing by warranty deed which shall be issued to the Borough. Title shall be subject to reservations, easements, rights-of-way, covenants, conditions, and restrictions of record. Title to personal property shall be delivered at time of closing by Bill of Sale or other applicable document.

3. ESCROW AND CLOSING COSTS

In addition to the purchase price, the Borough agrees to pay for all closing costs in connection with this Agreement, including without limitation all escrow fees, title insurance charges, and recording fees. All costs must be paid in full at the time of closing.

4. CLOSING

Unless otherwise agreed in writing, and approved by the Assembly by ordinance, closing will occur prior to February 28, 2021. At closing, the Borough will pay the purchase price and any

remaining unpaid closing costs. Both parties will execute all documents required to complete the conditions of this Purchase Agreement.

5. POSSESSION

Possession shall be delivered to the Borough at time of recording. Recording shall be accomplished no later than April 20, 2021.

6. PERSONNEL

Upon recording of title, the Borough shall staff the NES station in accordance with the staffing plan approved by the borough administration which shall be developed in consultation with the Western Emergency Service Area Board and subject to funding appropriated by the Assembly. All new borough positions must first be approved by the assembly per KPB 3.04.100. Thereafter staffing and funding levels shall continue to be as determined by the borough administration in consultation with the Board provided that staffing remains within both the funding and position limits approved by the Assembly.

7. HAZARDOUS MATERIALS

A. NES covenants and agrees that no hazardous substances or wastes have been located on or stored on the property, or any adjacent property, nor shall any such substance be owned, stored, used, or disposed of on the property or any adjacent property by NES, its agents, employees, contractors, or invitees, prior to the Borough's ownership, possession, or control of the property.

B. NES covenants and agrees that if the presence of hazardous material on the property is caused or permitted by NES, its agents, employees, contractors, or invitees, or if contamination of the property by hazardous material otherwise occurs on the property prior to closing, NES shall defend, indemnify, and hold harmless the Borough from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, (including, but not limited to, sums paid in the settlement of claims, attorney's fees, consultant fees and expert fees) which may arise as a result of such contamination. This defense and indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local government or under the property. As used herein, the term "hazardous material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local government authority, State of Alaska, or the United States Government.

8. RIGHT OF FIRST REFUSAL

The Borough shall maintain the Station and associated assets in a safe and useable condition which shall include, but not be limited to, providing preventative maintenance, repairing

damage, and responding to maintenance concerns. In the event the Borough elects to permanently close the NES station or in the event the voters elect to abolish the Western Emergency Service Area, it is agreed that NES shall have the first right of refusal to purchase the property and equipment under the same terms and conditions as the Borough purchased them from NES, except that the borough shall not be responsible for repairing any damages to the assets occurring prior to its possession of the assets or cleaning up of any hazardous materials located on the premises at the time of transfer to the borough.

9. BREACH AND REMEDIES

In the event of a default in the performance or observance of any of the Agreement terms, conditions, covenants or stipulations thereto prior to the closing of the sale, and such default continues ten (10) or more days after written notice of default, the non-defaulting party may cancel this Agreement or take any legal action for damages or recovery of the property.

In the event of a default in the performance or observance of any of the Agreement terms, conditions, covenants or stipulations thereto after the closing of the sale, and such default continues ten (10) or more days after written notice of the default, the non-defaulting party may enforce the terms and conditions of this Agreement through equitable remedies including specific performance and injunctive relief. In the case of default after closing, no improvements may be removed during the time that the contract is in default. This provision shall survive the execution of sale documents and shall continue in full force and effect until either the parties agree otherwise, in writing, or ten (10) years from the date of execution of this Agreement, whichever shall occur first.

10. ENTIRE AGREEMENT

This Agreement and the document(s) referred to herein contain the entire agreement of the parties with respect to the subject matter hereof. Any changes, additions, or deletions hereto must be made in writing and signed by both the Borough and NES or their respective successors in interest. Provisions of this Agreement, unless inapplicable on their face, shall be covenants constituting terms and conditions of the sale and of the Agreement to operate the station, and shall continue in full force and effect until the Agreement is terminated.

11. NOTICES

Any notice or demand, which under the terms of this Agreement or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by certified mail, addressed to the other party at the address shown herein. However, either party may designate, in writing, such other address to which such notice or demand shall thereafter be so given, made, or mailed. A notice given hereunder shall be deemed received three (3) calendar days after deposit in a U.S. general or branch post office by the addressor.

Kenai Peninsula Borough
Attn: Legal Department
144 N. Binkley Street
Soldotna, AK 99669

Ninilchik Emergency Services
Attn: Board President
PO Box 39446
Ninilchik, AK 99639

12. MISCELLANEOUS

- A. Not Residential Property. The parties mutually agree that this transfer will not be covered by the Residential Real Property Transfer Act, AS 34.70.010, et. seq.
- B. Time. Time is of the essence in performance of each and every provision of this Agreement.
- C. Cancelation. This Agreement, while in good standing, may be canceled, in whole or in part prior to the Deed being recorded, upon the mutual written agreement by the parties.
- D. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.
- E. Written Waiver. Failure of either party to enforce any covenant or provision therein contained shall not discharge or invalidate such covenants or provision or affect the right of that party to enforce the same in the event of any subsequent breach or default.
- F. Severability. If any action or clause in this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.
- G. No Third-Party Beneficiary. This Agreement is intended solely for the benefit of each party thereto. Nothing contained herein shall be construed or deemed to confer any benefit or right upon any third party.
- H. Construction. This Agreement shall be deemed to have been jointly drafted by both parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Alaska. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Kenai Peninsula Borough Legal Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *JCB*

FROM: Patty Burly, Deputy Borough Attorney *PB*

DATE: February 4, 2021

SUBJECT: Amendment to Ordinance 2021-04, Approving the Transfer of Assets from Ninilchik Emergency Services, Inc. to the Kenai Peninsula Borough on Behalf of the Newly Expanded Fire & Emergency Medical Service Area (Mayor) (Hearing on 03/02/21)

This ordinance, if approved, transfers assets from Ninilchik Emergency Services, Inc., (NES) to the borough on behalf of the newly expanded Western Emergency Service Area. Closing is scheduled for February 19, 2021 with recording and go live scheduled for February 22, 2021.

However, one item that will require time to complete post-closing is the registration of the wastewater systems (domestic water and non-domestic water). While NES has been diligent in its efforts to complete the registration with the State of Alaska, Department of Environmental Conservation, this process is a lengthy one that often takes a significant period of time. Realistically, it is not expected to be completed until sometime in June of this year.

All other steps have been completed and the parties are ready to begin the service area. The amendments requested below will authorize the mayor to enter into the attached agreement to protect the borough and ensure the process is completed while not needlessly delaying the closing.

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

- Insert a new eleventh whereas clause, as follows:

WHEREAS, it was recently discovered that the wastewater systems for both domestic and non-domestic wastewater will need to be registered with the State of Alaska Department of Environmental Conservation after the assets have been transferred to the borough; and

February 4, 2021
Page 2 of 2
RE: Amendment to O2021-04

➤ Amend Section 1, as follows:

SECTION 1. That the Borough Mayor is authorized to enter into a Purchase Agreement and an Agreement for Registration of Wastewater Systems, substantially in the form of the ~~[Purchase A]agreements~~ attached hereto and incorporated herein by reference ~~[-of the real and personal property located in Ninilchik, Alaska as described in Attachment A to the Purchase Agreement].~~

➤ Amend Section 3, as follows:

SECTION 3. That as a part of this transfer, all assets shall be free and clear of any liens and encumbrances, except that the parties agree to cooperate in registering the wastewater systems for both domestic and non-domestic wastewater located at the former NES station as soon as reasonably possible.

Your consideration is appreciated.

**REGISTRATION OF WASTEWATER SYSTEMS AGREEMENT
BETWEEN
KENAI PENINSULA BOROUGH AND
NINILCHIK EMERGENCY SERVICES**

This Agreement is made on this ____ day of February, 2021 by and between the Kenai Peninsula Borough, a State of Alaska municipal corporation, whose address is 144 N. Binkley Street, Soldotna, Alaska 99669 (hereinafter referred to as the Borough”) and Ninilchik Emergency Services, an Alaska nonprofit corporation, whose address is PO Box 39446, Ninilchik, Alaska 99639 (hereinafter referred to as “NES”).

WHEREAS, the parties have agreed to enter into a Purchase Agreement simultaneously with this document for the purchase of a fire department located in Ninilchik, Alaska at

TRACT A OF ALASKA STATE LAND SURVEY NO. 2010-20,
CONTAINING 3.502 ACRES, MORE OR LESS, ACCORDING TO THE
SURVEY PLAT RECORDED IN THE HOMER RECORDING DISTRICT,
THIRD JUDICIAL DISTRICT, STATE OF ALASKA, ON AUGUST 27, 2012,
AS PLAT 2012-31

WHEREAS, during inspections of and preparation for closing on the fire department, the parties noted that registration of the (1) domestic wastewater system and the (2) non-domestic wastewater system with the State of Alaska, Department of Environmental Conservation had inadvertently not been completed; and

WHEREAS, NES has agreed to correct this oversight of the wastewater systems registration requirement but the process will extend past the date of closing on the building; and

WHEREAS, this agreement memorializes the requirement that NES complete the registration of the wastewater systems as a condition of the Purchase Agreement; and

WHEREAS, in consideration of the promises contained in the Purchase Agreement, NES hereby agrees to complete the wastewater system registrations with the State of Alaska per the terms and conditions set forth below.

1. Responsibilities of Ninilchik Emergency Services.

NES will provide all required domestic and non-domestic wastewater records as required by the State of Alaska, Department of Environmental Conservation required for registration of the wastewater systems at the Ninilchik Fire Department.

NES shall complete the registration of the wastewater systems no later than **June 30, 2021**.

2. Responsibilities of the Kenai Peninsula Borough.

None.

3. Time is of the essence in performance of this Agreement. The parties agree that they closed on a separate Purchase Agreement in good faith based on NES' promises to complete the registration.

4. Penalty for Failure to Register by the Deadline. Should NES fail to register both wastewater systems by the June 30, 2021 deadline and fail to request a written extension of the deadline from both the Borough and the State of Alaska no later than June 15, 2021, NES agrees to pay the Borough a late fee of One (\$1) dollar for each month or partial month it fails to complete the registration.

5. COUNTERPARTS. This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date and year first above written.

NINILCHIK EMERGENCY SERVICES (NES)

KENAI PENINSULA BOROUGH

Katherine Covey, President

Charlie Pierce, Mayor

Catherine Laky, Secretary

Approved as to form and Legal
Sufficiency

Patty Burley, Deputy Borough Attorney

ATTEST:

Johni Blankenship, MMC, Borough Clerk

CORPORATE ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ___ day of February 2021, by Katherine Covey, President of Ninilchik Emergency Services, an Alaska nonprofit corporation, for and on behalf of the corporation.

Notary Seal:

Notary Public for State of Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ___ day of February 2021, by Catherine Laky, Secretary of Ninilchik Emergency Services, an Alaska nonprofit corporation, for and on behalf of the corporation.

Notary Seal:

Notary Public for State of Alaska
My Commission Expires: _____

KPB ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ___ day of February 2021, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Seal:

Notary Public for State of Alaska
My Commission Expires: _____

Kenai Peninsula Borough
Planning Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor

FROM: Melanie Aeschliman, Planning Director

DATE: February 10, 2021

RE: Ordinance 2021-04, Approving the transfer of assets from Niniichik Emergency Services, Inc. to the Kenai Peninsula Borough on behalf of the newly expanded fire and emergency medical service area.

The Kenai Peninsula Borough Planning Commission reviewed the subject ordinance during their regularly scheduled February 8, 2020 meeting.

A motion passed by unanimous vote (9 Yes, 0 No, 2 Absent) to recommend approval of Ordinance 2021-04

In the ordinance, please amend the last WHEREAS statement:

WHEREAS, the Planning Commission at its regularly scheduled meeting held on February 8, 2021 recommended approval by unanimous vote.

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

Kenai Peninsula Borough
Legal Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: Patty Burley, Deputy Borough Attorney *PB*

DATE: January 21, 2021

SUBJECT: Ordinance 2021-04, Approving the Transfer of Assets from Ninilchik Emergency Services, Inc. to the Kenai Peninsula Borough on Behalf of the Newly Expanded Fire & Emergency Medical Service Area (Mayor)

During the October 6, 2020 Kenai Peninsula Borough regular election the voters in the Anchor Point Fire Emergency Medical Service Area (APFEMSA) and the voters in Ninilchik and other surrounding areas approved the expansion of APFEMSA to include the surrounding areas as described in Ordinance 2020-31. The new service area will be called the Western Emergency Service Area.

Ninilchik Emergency Services (NES) is the nonprofit organization that established, built, funded, and operated the Ninilchik Fire Department since 1981. One of the final steps for the Western Emergency Service Area to be established is for NES to transfer free and clear title, ownership, and possession of all real and personal property located in the NES area, or obtained for use at or by the Ninilchik Fire Department, to the borough on behalf of the newly expanded service area.

This ordinance approves the transfer of such assets and authorizes the borough Mayor to accept the transfer and execute the Purchase Agreement for the borough to purchase the assets for the borough on behalf of the newly expanded service area.

Your consideration is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>209.51410.48620</u>
Amount	<u>\$10.00</u>
By: <u>PP</u>	Date: <u>1/21/2021</u>
By: <u>BH</u>	

PURCHASE AGREEMENT

This Agreement is made on this ____ day of February, 2021 by and between the Kenai Peninsula Borough, a State of Alaska municipal corporation, whose address is 144 N. Binkley Street, Soldotna, Alaska 99669 (hereinafter referred to as the Borough”) and Ninilchik Emergency Services, an Alaska nonprofit corporation, whose address is PO Box 39446, Ninilchik, Alaska 99639 (hereinafter referred to as “NES”).

WHEREAS, NES is a nonprofit corporation organized to provide fire and emergency medical services in the Ninilchik area; and

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

TRACT A OF ALASKA STATE LAND SURVEY NO. 2010-20, CONTAINING 3.502 ACRES, MORE OR LESS, ACCORDING TO THE SURVEY PLAT RECORDED IN THE HOMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, ON AUGUST 27, 2012, AS PLAT 2012-31

and

LOT ONE, COOPER-ENGLE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NO. 97-9, RECORDS OF THE HOMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA

hereinafter “the Property”; and

WHEREAS, during the regular October 6, 2020 borough election the voters of the proposed expanded boundary outside the boundaries of the Anchor Point Fire and Emergency Medical Service Area (APFEMSA) and the voters of the APFEMSA approved passage of Proposition No. 1 which approved expanding the Anchor Point Fire and Emergency Medical Service Area to include the Ninilchik area and creating a new service area to be called the Western Emergency Service Area (WESA); and

WHEREAS, as a condition of the new service area taking effect, NES agrees to transfer free and clear title, ownership, and possession of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department to the borough on behalf of the new service area; and

WHEREAS, the Borough is willing to accept the property, which is located within the newly established service area along with certain equipment and supplies as described in **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, the Borough and NES have negotiated additional terms and conditions to ensure that the Property is primarily used to provide fire and emergency medical services to the Ninilchik community, firefighting and emergency medical services equipment, and that it will be manned by WESA personnel; and

WHEREAS, the Borough agrees to adequately staff both stations with paid staff and volunteers as necessary for proper operation and to ensure adequate coverage of the entire service area; and

WHEREAS, during the initial transition hiring, the Borough agrees to provide current NES employees and volunteers the opportunity to apply as internal applicants; and

WHEREAS, in consideration of the promises herein contained, NES hereby agrees to transfer to the Borough, and the Borough hereby agrees to accept from NES, the Property and the equipment described in Exhibit A and to use and operate the equipment and facility on the Property on the terms and conditions as set forth below.

1. PURCHASE PRICE

The purchase price of the Property and equipment listed in Exhibit A shall be TEN dollars and no cents (\$10.00) to be paid at the time of closing.

2. TITLE

Title to the real property shall be delivered at time of closing by warranty deed which shall be issued to the Borough. Title shall be subject to reservations, easements, rights-of-way, covenants, conditions, and restrictions of record. Title to personal property shall be delivered at time of closing by Bill of Sale or other applicable document.

3. ESCROW AND CLOSING COSTS

In addition to the purchase price, the Borough agrees to pay for all closing costs in connection with this Agreement, including without limitation all escrow fees, title insurance charges, and recording fees. All costs must be paid in full at the time of closing.

4. CLOSING

Unless otherwise agreed in writing, and approved by the Assembly by ordinance, closing will occur prior to February 28, 2021. At closing, the Borough will pay the purchase price and any

remaining unpaid closing costs. Both parties will execute all documents required to complete the conditions of this Purchase Agreement.

5. POSSESSION

Possession shall be delivered to the Borough at time of recording. Recording shall be accomplished no later than April 20, 2021.

6. PERSONNEL

Upon recording of title, the Borough shall staff the NES station in accordance with the staffing plan approved by the borough administration which shall be developed in consultation with the Western Emergency Service Area Board and subject to funding appropriated by the Assembly. All new borough positions must first be approved by the assembly per KPB 3.04.100. Thereafter staffing and funding levels shall continue to be as determined by the borough administration in consultation with the Board provided that staffing remains within both the funding and position limits approved by the Assembly.

7. HAZARDOUS MATERIALS

A. NES covenants and agrees that no hazardous substances or wastes have been located on or stored on the property, or any adjacent property, nor shall any such substance be owned, stored, used, or disposed of on the property or any adjacent property by NES, its agents, employees, contractors, or invitees, prior to the Borough's ownership, possession, or control of the property.

B. NES covenants and agrees that if the presence of hazardous material on the property is caused or permitted by NES, its agents, employees, contractors, or invitees, or if contamination of the property by hazardous material otherwise occurs on the property prior to closing, NES shall defend, indemnify, and hold harmless the Borough from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, (including, but not limited to, sums paid in the settlement of claims, attorney's fees, consultant fees and expert fees) which may arise as a result of such contamination. This defense and indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local government or under the property. As used herein, the term "hazardous material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local government authority, State of Alaska, or the United States Government.

8. RIGHT OF FIRST REFUSAL

The Borough shall maintain the Station and associated assets in a safe and useable condition which shall include, but not be limited to, providing preventative maintenance, repairing

damage, and responding to maintenance concerns. In the event the Borough elects to permanently close the NES station or in the event the voters elect to abolish the Western Emergency Service Area, it is agreed that NES shall have the first right of refusal to purchase the property and equipment under the same terms and conditions as the Borough purchased them from NES, except that the borough shall not be responsible for repairing any damages to the assets occurring prior to its possession of the assets or cleaning up of any hazardous materials located on the premises at the time of transfer to the borough.

9. BREACH AND REMEDIES

In the event of a default in the performance or observance of any of the Agreement terms, conditions, covenants or stipulations thereto prior to the closing of the sale, and such default continues ten (10) or more days after written notice of default, the non-defaulting party may cancel this Agreement or take any legal action for damages or recovery of the property.

In the event of a default in the performance or observance of any of the Agreement terms, conditions, covenants or stipulations thereto after the closing of the sale, and such default continues ten (10) or more days after written notice of the default, the non-defaulting party may enforce the terms and conditions of this Agreement through equitable remedies including specific performance and injunctive relief. In the case of default after closing, no improvements may be removed during the time that the contract is in default. This provision shall survive the execution of sale documents and shall continue in full force and effect until either the parties agree otherwise, in writing, or ten (10) years from the date of execution of this Agreement, whichever shall occur first.

10. ENTIRE AGREEMENT

This Agreement and the document(s) referred to herein contain the entire agreement of the parties with respect to the subject matter hereof. Any changes, additions, or deletions hereto must be made in writing and signed by both the Borough and NES or their respective successors in interest. Provisions of this Agreement, unless inapplicable on their face, shall be covenants constituting terms and conditions of the sale and of the Agreement to operate the station, and shall continue in full force and effect until the Agreement is terminated.

11. NOTICES

Any notice or demand, which under the terms of this Agreement or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by certified mail, addressed to the other party at the address shown herein. However, either party may designate, in writing, such other address to which such notice or demand shall thereafter be so given, made, or mailed. A notice given hereunder shall be deemed received three (3) calendar days after deposit in a U.S. general or branch post office by the addressor.

Kenai Peninsula Borough
Attn: Legal Department
144 N. Binkley Street
Soldotna, AK 99669

Ninilchik Emergency Services
Attn: Board President
PO Box 39446
Ninilchik, AK 99639

12. MISCELLANEOUS

- A. Not Residential Property. The parties mutually agree that this transfer will not be covered by the Residential Real Property Transfer Act, AS 34.70.010, et. seq.
- B. Time. Time is of the essence in performance of each and every provision of this Agreement.
- C. Cancelation. This Agreement, while in good standing, may be canceled, in whole or in part prior to the Deed being recorded, upon the mutual written agreement by the parties.
- D. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.
- E. Written Waiver. Failure of either party to enforce any covenant or provision therein contained shall not discharge or invalidate such covenants or provision or affect the right of that party to enforce the same in the event of any subsequent breach or default.
- F. Severability. If any action or clause in this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.
- G. No Third-Party Beneficiary. This Agreement is intended solely for the benefit of each party thereto. Nothing contained herein shall be construed or deemed to confer any benefit or right upon any third party.
- H. Construction. This Agreement shall be deemed to have been jointly drafted by both parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Alaska. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

NES INVENTORY

LAND

Description	Address	City	State	Construction	Year Built	Sq. Footage
				Type		
Ninilchik Emergency Services Station	15727 Kingsley Road	Ninilchik	AK	Class 1 - Frame	2015	8,608
Training Cabin	74155 Sterling Highway	Ninilchik	AK		1984	1451

VEHICLES

Description	Make	Year	VIN
Ambulance Medic 9	Ford	2010	1FDAF4HR6AEB25825
Ambulance Medic 9-2	Ford	2001	1FDXF47F71EA68875
Tanker/Pumper Tender 9-2	Freightliner	1995	1FV6HLAC3SL552479
Tanker/Pumper Tender 9	Freightliner	2007	1FVACYDC17HX48206
Pickup Utility 9	Chevy	2006	1CGHK33U56F235416
Pickup Brush 9	Chevy	2003	1GBJK39163E352491
Tanker/Pumper Engine 9-3	GMC	1985	1GDT9C4JOFV509018
Tanker/Pumper Engine 9	Pierce	1992	4P1CA02D4NA000750
Expedition (Command 9)	Ford	2008	1FMFK165X3LA75257
Utility Trailer	Aurora	2010	1A9BUI2I1685002
Big Red	Honda	2010	
Snowblance 750#	Equinox Ind.	2020	N/A

EQUIPMENT

DESCRIPTION	MAKE	YEAR	QTY	SERIAL #
Breathing Air System	Mako	1989	1	N/A
Spreaders	Hurst	N/A	1	N/A
Shears	Hurst	N/A	1	N/A
Large Ram	Hurst	N/A	1	N/A
Small Ram	Hurst	N/A	1	N/A
Power Unit	Hurst	N/A	1	N/A
LifePak15	Physio Control	2012	1	V15-2-001603/403601
LifePak15	Physio Control	2016	1	V15-5-000584/450683
Power Gurney	Stryker	2014	1	140539264
Power Gurney	Stryker	2013	1	111240519
Lucas 3 Device	Physio Control	2020	1	3520 M844
Lucas 3 Device	Physio Control	2020	1	3520 O650
Lucas 3 Device	Physio Control	2020	1	3520 Q295
Scott 45 Air Bottles	Scott	2006	18	N/A
Scott 45 Air Bottles	Scott	2008	1	N/A
Scott 45 Air Bottles	Scott	2011	1	N/A
Scott 45 Air Bottles	Scott	2012	6	N/A
Scott Air Pack	Scott	2007	11	N/A
AED	Physio Control	2016	2	44714185/44714175
Structure Gear GXTreme	Globe	2013	4	N/A
Structure Gear GXTreme	Globe	2015	12	N/A
Structure Gear GXTreme	Globe	2019	3	N/A
Wildland Pants	CrewBoss	2020	12	N/A
Wildland Shirts	CrewBoss	2020	12	N/A
Wildland Coveralls	National	2018	20	N/A
Wildland Helmets	Bullard	2020	15	N/A
Wildland Gloves	North Star	2020	20	N/A
CPR Dummies	Laderal	2018	12	N/A

ALMR 2	Motorola	N/A	1	XTS-1500
ALMR 7	Motorola	N/A	1	APX-6000
ALMR 6	Motorola	N/A	1	APX-6000XE
Computer - Toughpads 2	Microsoft	2018		4791763453
Computer - Toughpads 2	Microsoft	2018		45405360853
APX 6000 (Unit 19)	Motorola	2018	1	481CSVD424
APX 6000 (Unit 24 & 25)	Motorola	2020	1	481CVSD425
APX 6000 (Unit 18)	Motorola	2018	1	481CSVD426
APX 6000 (Unit 14)	Motorola	2020	1	481CVSD427
APX 6000 (Unit 15)	Motorola	2018	1	481CSVD428
APX 6000 (Unit 7)	Motorola	2018	1	481CSV3411
APX 6000 (Unit 26)	Motorola	2018	1	481CSP3412
XTS 1500	Motorola	N/A	1	687TFN0104
XTS 1500 (Unit 13)	Motorola	N/A	1	687TFN0116
XTS 1500	Motorola	N/A	1	687TFY3962
XTS 1500	Motorola	N/A	1	687TFY3963
XTS 1500	Motorola	N/A	1	687TFY3965
XTS 1500	Motorola	N/A	1	687TFY3968
XTS 1500	Motorola	N/A	1	687TFW0020
XTS 1500	Motorola	N/A	1	687TFW0057
XTS 1500 (Unit 37)	Motorola	2020	1	687TFW0070
XTS 1500	Motorola	N/A	1	687TFW0072
XTS 1500	Motorola	N/A	1	687TFW0078
APX 6000XE (Unit 44)	Motorola	2018	1	756CUK0737
APX 6000XE (Unit 16)	Motorola	2019	1	756CUK0738
APX 6000XE (Unit 20)	Motorola	2018	1	756CUK0739
APX 6000XE (Unit 21)	Motorola	2020	1	756CUK0740
APX 6000XE (Unit 2)	Motorola	2020	1	756CUK0741
APX 6000XE (Unit 17)	Motorola	2019	1	756CUK0742
Flip Tip Nozzle	TFT	N/A	2	N/A
Fog Nozzle	TFT	N/A	8	N/A
Smooth Bore Nozzle	TFT	N/A	4	N/A
Blitzfire Monitor	TFT	N/A	1	N/A

35' Extension Ladder	N/A	N/A	2	N/A
24' Extension Ladder	N/A	N/A	1	N/A
14' Roof Ladder	N/A	N/A	1	N/A
10' Attic Ladder	N/A	N/A	1	N/A
18" Chainsaw MS460	Stihl	N/A	1	N/A
18" Chainsaw MS 028	Stihl	N/A	1	N/A
Power Blower PPV Fan	Tempest	N/A	1	072506086-00003
Power Blower PPV Fan	Tempest	N/A	1	5459
Pickhead axe	N/A	N/A	3	N/A
Flathead Axe	N/A	N/A	1	N/A
Pulaski	N/A	N/A	6	N/A
22 ' Folding Ladder	Little Giant	N/A	1	N/A
12' Pike Pole	N/A	N/A	2	N/A
6' Pike Pole	N/A	N/A	2	N/A
Halligan	N/A	N/A	4	N/A
Shovel	N/A	N/A	9	N/A
Wildland Packs	N/A	N/A	8	N/A
Salvage Covers	N/A	N/A	5	N/A
Floating Pump	Waterous	N/A	1	F17522
Floating Pump	Waterous	N/A	1	6091
Pump	Mark 3	N/A	1	115067
Fire Pump	CET	N/A	1	P700-17482
Suction unit	SSCOR Inc	N/A	1	D00950
Suction unit	SSCOR Inc	N/A	1	D00949
Generator	Honda	N/A	1	7 86102 001465
Combi Tool (Battery Powered)	Holmatro	N/A	1	BCT31200351
Combi Tool (Battery Powered)	Holmatro	N/A	1	BCT31200354
Microwave	GE	2015	1	VA288051A
Range	GE	2015	1	GD235335Q
Dishwasher	JET TECH	2015	1	#0020477
Refrigerator	GE	2015	1	6D304759
Washer	GE	2015	1	ZZ204468T
Washer	GE	2015	1	HA201348T

Dryer	GE	2015	1	RZ860642C
READY RACK Extractor	READY RACK	2020	1	008KWEL84812
READY RACK Dryer	READY RACK	2020	1	20FH6G106-19
Twin bed frames	N/A	2020	2	N/A
Twin Mattresses	N/A	2020	2	N/A
night stands	N/A	2020	2	N/A
dresser	N/A	3030	1	N/A
Misc. bedding	N/A	2020	2	N/A
File cabinets	N/A	2015	4	N/A
desks	N/A	2015	4	N/A
shelves wooden	N/A	2015	2	N/A
shelves metal	N/A	2015	2	N/A
metal stoarge racks	N/A	2015	3	N/A
Extra wide Blue chairs	N/A	2015	4	N/A
Dk. Grey chairs	N/A	2015	4	N/A
Blk rolling chairs	N/A	2015	8	N/A
folding/rolling chairs	N/A	2015	20	N/A
Folding tables	N/A	2015	6	N/A
Blue sofa	N/A	2015	1	N/A
leather recliner	N/A	2015	1	N/A
Television	Visio	2015	1	LSABMBH4714801
1" hose	N/A	N/A	100'	N/A
1" hose	N/A	N/A	300'	N/A
1 1/2" hose	N/A	N/A	1000'	N/A
1 1/2" hose	N/A	N/A	800'	N/A
1 1/2" hose	N/A	N/A	1000'	N/A
5" hose	N/A	N/A	150'	N/A
5" hose	N/A	N/A	150'	N/A
5" hose	N/A	N/A	100'	N/A
3" hose	N/A	N/A	100'	N/A
3" hose	N/A	N/A	400'	N/A
3" hose	N/A	N/A	800'	N/A
3" hose	N/A	N/A	450'	N/A

2 1/2" hose	N/A	N/A	800'	N/A
2 1/2" hose	N/A	N/A	950'	N/A
2 1/2" hose	N/A	N/A	400'	N/A
1 3/4" hose	N/A	N/A	700'	N/A
1 3/4" hose	N/A	N/A	200'	N/A
1 3/4" hose	N/A	N/A	400'	N/A
1 3/4" hose	N/A	N/A	800'	N/A
Smoke/CO detectors	N/A	N/A	6	N/A
Chimney brushes	N/A	N/A	2	N/A
Fire Ext. Dry Chem	N/A	N/A	9	N/A
Fire Ext. Water	N/A	N/A	5	N/A

Introduced by:	Johnson
Date:	06/02/20
Hearing:	07/07/20
Action:	Enacted as Amended
Vote:	9 Yes, 0 No, 0 Absent
Date:	10/13/20
Action:	Ratified by the Voters at the 10/06/20 Election
Vote:	Proposition 1A: Yes 319; 67.58% No 153; 32.42% Proposition 1B: Yes 472; 66.95% No 233; 33.05%

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-31**

**AN ORDINANCE EXPANDING THE ANCHOR POINT FIRE AND EMERGENCY
MEDICAL SERVICE AREA BOUNDARIES TO INCLUDE THE NINILCHIK AREA**

- WHEREAS,** since fire and emergency medical service area boundaries should reflect the usage of the communities they serve, it makes sense to examine them periodically to allow for changes; and
- WHEREAS,** Ninilchik Emergency Services (“NES”) has provided fire protection and emergency medical services to the Ninilchik community since 1978; and
- WHEREAS,** the Anchor Point Fire and Emergency Medical Service Area (“APFEMSA”) was established in 1983 to provide fire protection and ambulance service to the Anchor Point area; and
- WHEREAS,** both NES and APFEMSA work diligently to provide fire and emergency protection to their communities; and
- WHEREAS,** the APFEMSA board has tried to expand their services and increase staffing for the fire station in an effort to better serve their community; and
- WHEREAS,** recent changes in Ninilchik have highlighted the need for Ninilchik to expand its fire and emergency services; and
- WHEREAS,** both Ninilchik and Anchor Point have a long and documented history of working together and assisting each other during times of need; and
- WHEREAS,** forming an independent fire and emergency medical service area would be cost prohibitive in Ninilchik; and

WHEREAS funding for Ninilchik independently is estimated to necessitate a mil rate of 5.75 in order to provide for a staff of three plus sufficient funding for basic equipment and minimal fund balance; and

WHEREAS, the two communities would be able to leverage their years of expertise and training to create a more comprehensive coverage area benefiting both communities; and

WHEREAS, on March 17, 2020, the Ninilchik-Anchor Point Joint Service Area Work Group (“NAPJSAWG”) was established by KPB resolution 2020-025 as a result of the February 6, 2020 town hall meeting in Ninilchik; and

WHEREAS the group was tasked with researching and making recommendations regarding whether Ninilchik should have its own service area, attempt to join APFEMSA, or try to make adjustments and continue to operate its current volunteer service; and

WHEREAS at its May 15, 2020 meeting the NAPJSAWG unanimously recommended that a question be placed on the October 6, 2020 ballot proposing to combine APFEMSA with the area currently being served by NES;

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

SECTION 1. That the title of KPB Chapter 16.60 is hereby amended as follows:

CHAPTER 16.60. [ANCHOR POINT FIRE AND EMERGENCY MEDICAL] WESTERN EMERGENCY SERVICE AREA

SECTION 2. That KPB 16.60.010 is hereby replaced as follows:

16.60.010. Established Boundaries

There is established a service area within the borough, designated the “[ANCHOR POINT FIRE AND EMERGENCY MEDICAL] Western Emergency Service Area,” including that portion of the borough described as follows:

All of the following referenced to the Seward Meridian, Alaska:

Commencing at the section corner common to sections 2, 3, 10, and 11, T3S, R16W;

Thence east along the section line to the range line common to R15W and R16W;

Thence north along said range line to the baseline at the northwest corner of T1S, R15W;

Thence east along the baseline to the southeast corner of T1N, R15W;

Thence north along the range line common to R14W and R15W to the northeast corner T1N, R15W;

Thence east along the township line to the corner common to Sections 32 and 33, T2N, R11W, and Sections 4 and 5, T1N, R11W;

Thence south along the section line to the intersection with the baseline;

Thence east along the baseline to the northeast corner Section 2, T1S, R11W;

Thence south along the section line to the corner common to Sections 35 & 36, T2S, R11W, and Sections 1 and 2, T3S, R11W;

Thence west along the township line common to T2S and T3S to the corner of T2S, R11 and 12W, and T3S, R11 and 12W;

Thence south along the range line common to R11W and R12W to the corner of Sections 30 and 31, T4S, R11W, and Sections 25 and 36, T4S, R12W;

Thence continuing south along said range line to the point of intersection of the line common to Section 31, T4S, R11W, and Section 36, T4S, R12W and the thread of the Anchor River;

Thence westerly along the thread of the Anchor River to the point of intersection with the line common to Sections 28 and 29, T5S, R14W;

Thence south along said common line and continuing along the line common to Sections 32 and 33, T5S, R14W, to the north 1/16 th corner common to said Sections 32 and 33, T5S, R14W;

Thence west along the north 1/16 th line through Section 32 and continuing through Section 31 to the north 1/16 th corner of Section 31 on the range line common to T5S, R14W and T5S, R15W;

Thence west along the north 1/16 th line through Section 36, T5S, R15W and continuing through Section 35, T5S, R15W to the Mean High Water of Cook Inlet;

Thence from the latitude of the intersection of the north 1/16 th line of Section 35, T5S, R15W and the MHW of Cook Inlet due west to the west edge of T5S, R15W;

Thence north along the line between R15W and R16W to the northwest corner of T5S, R15W;

Thence west along the line between T5S and T4S to the southwest corner of Section 35, T4S, R16W;

Thence north to the section corner common to sections 2, 3, 10, and 11, T3S, R16W, the true point of beginning.

Map Attached

SECTION 3. That KPB 16.60.020 is hereby amended as follows:

16.60.020. Board of Directors

- (a.) There is established a board of directors for the [ANCHOR POINT FIRE AND EMERGENCY MEDICAL] Western Emergency Service Area composed of [5] five members, two of whom shall be residents of Anchor Point, two of whom shall be residents of Ninilchik and one of whom may be a resident from either community. All members [WHO SHALL BE RESIDENTS OF THE SERVICE AREA AND] shall be appointed by the mayor and confirmed by the assembly. Up to one board member may also serve as a volunteer firefighter and/or emergency medical service provider for the service area without compensation except that which is ordinarily provided to such volunteers.
- (b.) The board shall meet periodically at regular and special meetings called by the Board. All meetings shall be open to the public as provided by law.

SECTION 4. That KPB 16.60.020 is hereby amended as follows:

16.60.090. Ambulance Billing

Revenues collected from ambulance billing by the [ANCHOR POINT FIRE AND EMERGENCY MEDICAL] Western Emergency Service Area as approved by the assembly pursuant to KPB 1.26.010 shall be recorded as revenue within that service area.

SECTION 5. Add a new section to KPB 16.60 as follows:

16.60.100. Mill Levy

No mill levy in excess of 2.95 mills shall be levied on behalf of the service area unless an increase is approved by the assembly during the budgetary process.

SECTION 6. That the following proposition shall be placed before the voters of the [ANCHOR POINT FIRE AND EMERGENCY MEDICAL] Western Emergency Service Area and the voters residing within the remaining areas described in section 2 of this ordinance at the regular election to be held on October 6, 2020:

PROPOSITION:

Shall the Kenai Peninsula Borough be authorized to exercise powers to provide fire protection and emergency medical services through the expansion of the Anchor Point Fire and Emergency Medical Service Area to include the Ninilchik area as defined by Section 2 of Ordinance 2020-31?

YES A yes vote approves the expansion of the Anchor Point Fire and Emergency Medical Services Area into the Ninilchik Area.

NO A no vote would prohibit the expansion of the Anchor Point Fire and Emergency Medical Service Area into the Ninilchik area.


SECTION 7. That section 5 of this ordinance takes effect immediately upon enactment of this ordinance. Sections 1, 2, 3 4, 6 and 7 of this ordinance shall take effect only upon approval by the majority of the voters residing in both the Anchor Point Fire Service Area and the majority of the voters residing in the proposed expanded boundaries area outside the boundaries of the Anchor Point Fire Service Area voting on the question during the regular KPB election scheduled for October 6, 2020.

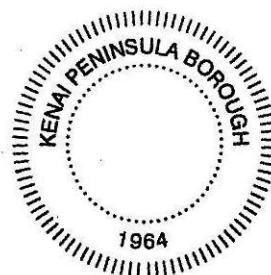
SECTION 8. That this ordinance shall also only take effect if the Ninilchik Emergency Services (NES) non-profit organization transfers free and clear title, ownership, and possession of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department to the borough on behalf of the Anchor Point Ninilchik Fire and Emergency Medical Service Area on or before January 31, 2021.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 7TH DAY OF JULY, 2020.

ATTEST:

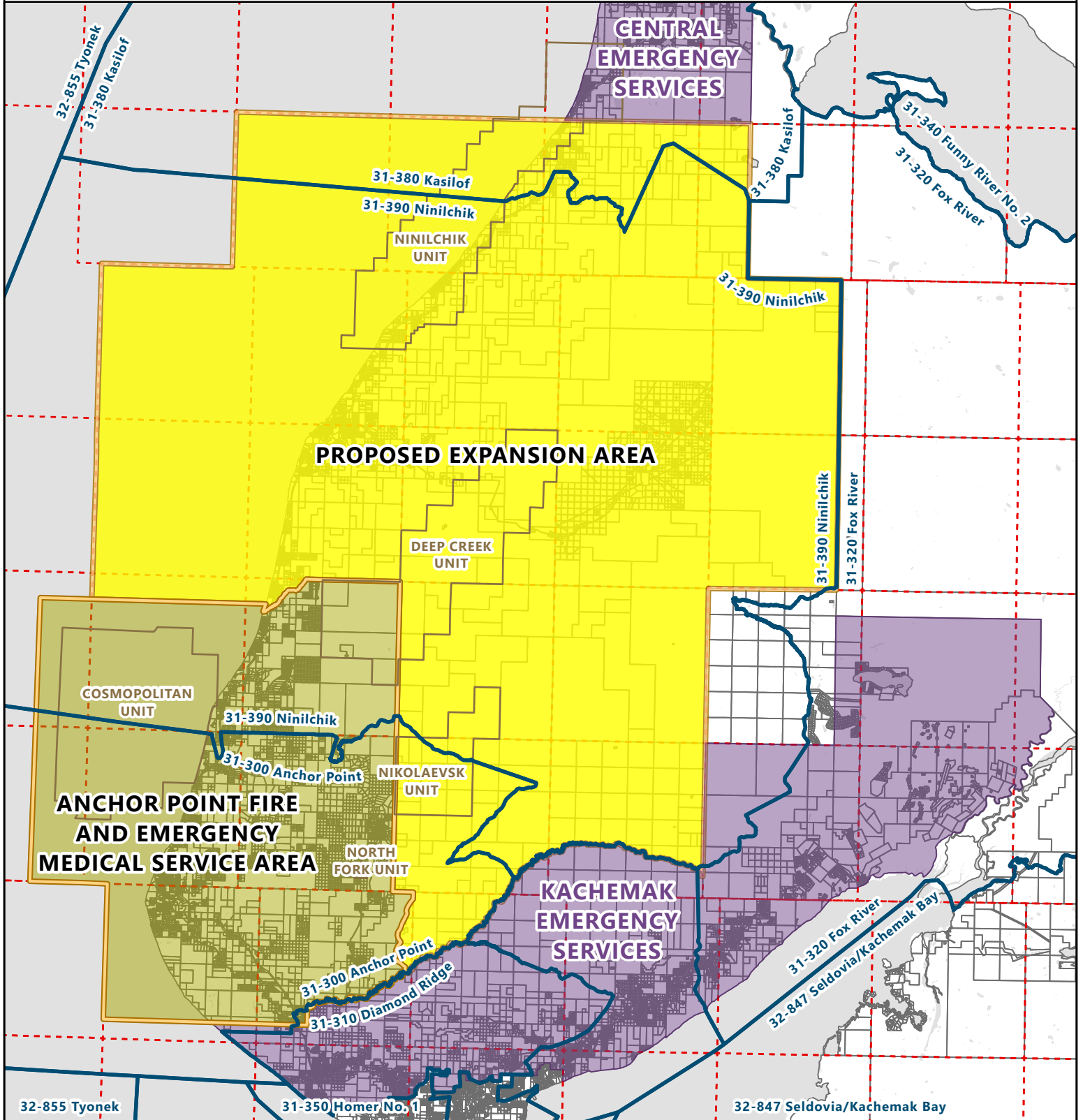

Johni Blankenship, MMC, Borough Clerk


Kelly Cooper, Assembly President



Yes: Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, Cooper
No: None
Absent: None

PROPOSED ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA EXPANSION



PROPOSED EXPANSION AREA

EXISTING FIRE AND EMERGENCY SERVICE AREAS

ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA

CENTRAL EMERGENCY SERVICES

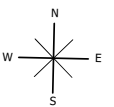
KACHEMAK EMERGENCY SERVICES

VOTER PRECINCTS

OIL AND GAS UNITS

TOWNSHIP LINES

PARCELS



Introduced by: Mayor
Date: 12/01/20
Hearing: 01/05/21
Action: Enacted as Amended
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-49**

**AN ORDINANCE APPROVING THE TRANSFER OF ASSETS FROM NINILCHIK
EMERGENCY SERVICES, INC. TO THE BOROUGH ON BEHALF OF THE NEWLY
EXPANDED FIRE & EMERGENCY MEDICAL SERVICE AREA AND EXTENDING
THE DEADLINE FOR COMPLETION OF THE TRANSFER OF ASSETS**

WHEREAS, Ordinance 2020-31 expanded the Anchor Point Fire and Emergency Medical Service Area (APFEMSA) boundaries to include the Ninilchik area subject to approval by the voters residing in the APFEMSA and also by voters residing in the proposed expanded boundaries outside of APFEMSA in the October 6, 2020 regular borough election; and

WHEREAS, the voters in both areas approved the expansion of APFEMSA as described in Ordinance 2020-31; and

WHEREAS, Section 8 of Ordinance 2020-31 also provided that the ordinance shall only take effect if the Ninilchik Emergency Services (NES) non-profit organization transfers free and clear title, ownership, and possession of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department to the borough on behalf of the newly expanded fire and emergency medical service Area on or before January 31, 2021; and

WHEREAS, Ninilchik Emergency Services, Inc. is willing to transfer these assets to the borough on behalf of the new service area before January 31, 2021; and

WHEREAS, the best interests of the borough would be served by authorizing the transfer of these assets to the borough on behalf of the new service area approved by the voters;

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

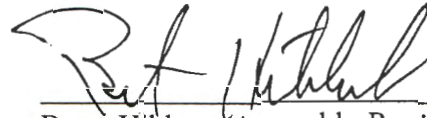
SECTION 1. That the Borough Mayor is authorized to execute any preliminary documents necessary for the borough to accept the transfer of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department from NES on behalf of the newly expanded service area called the Western Emergency Service Area, subject to inspection and approval of the property by the borough administration. A list of the property proposed to be transferred to the borough, subject to borough approval, is attached hereto as Attachment A and incorporated

herein by reference. The final transfer agreement and list of property will be presented to the assembly for approval before the transfer deadline.

SECTION 2. That the deadline in Section 8 of Ordinance 2020-31 for the transfer of free and clear title, ownership and possession of all real and personal property located in and obtained for the use at or by the Ninilchik Fire Department to the borough on behalf of the Western Emergency Service Area is extended from January 31, 2021 to April 20, 2021. The failure to transfer said assets as described shall render the creation of the Western Emergency Service Area null and void.

SECTION 3. That this ordinance shall take effect immediately upon enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 5TH DAY OF JANUARY, 2021.



Brent Hibbert, Assembly President

ATTEST:


John Blankenship, MMC, Borough Clerk

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert
No: None
Absent: None

Introduced by: Mayor
Date: 02/02/21
Hearing: 02/16/21
Action: Enacted as Amended
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-05**

**AN ORDINANCE AUTHORIZING THE NEGOTIATED LEASE OF OFFICE SPACE
AT THE WESTERN EMERGENCY SERVICE AREA FIRE DEPARTMENT,
NINILCHIK STATION**

- WHEREAS,** at the October 6, 2020 regular borough election, affected voters approved the expansion of the Anchor Point Fire and Emergency Medical Service Area (APFEMS) to include the Ninilchik area pursuant to ordinance 2020-31; and
- WHEREAS,** the expansion was contingent not only on voter approval but also upon free and clear transfer by Ninilchik Emergency Services (NES) of title, ownership, and possession of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department; and
- WHEREAS,** among the items to be transferred is the Ninilchik Fire Department building which has housed a 192 square foot (12' x 16') office in which NES conducts business and processes the billing for the Ninilchik Fire Department; and
- WHEREAS,** billing for services rendered by the Ninilchik Fire Department prior to the transfer will normally take up to a year to be completed; and
- WHEREAS,** NES has requested to retain use of the office space for a limited period of time in order to wrap up its business activities and reestablish itself; and
- WHEREAS,** the efforts of NES have been instrumental not only in maintaining and operating the Ninilchik Fire Department, but also in raising necessary funds for equipment and other needs of the department and the community; and
- WHEREAS,** the borough administration has determined there is no immediate need for the space;
- WHEREAS,** the Western Emergency Service Area Board at its regularly scheduled meeting of February 10, 2021 recommended approval by unanimous consent;

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

SECTION 1. That the assembly finds that leasing office space to Ninilchik Emergency Services pursuant to KPB 17.10.100(I) is in the best interest of the borough.

SECTION 2. That the provisions of KPB 17.10.080-.090 and KPB 17.10.110-.240 governing classification, disposition, and leasing of Borough lands and related natural resources shall not apply to this lease of office space.

SECTION 3. Based on the foregoing, the mayor is hereby authorized pursuant to KPB 17.10.100(I) to lease a 12' x 16' office inside the Ninilchik Fire Department (soon to be called the Western Emergency Service Area Ninilchik Station), being 192 sq. ft., Room 103, for the term of 18 months at the lease rate of \$10 for the entire term. The authorization is for lease solely to Ninilchik Emergency Services, which may not assign any rights to the space to any other person or entity.

SECTION 4. The mayor is authorized to execute a lease substantially similar in form to the lease form approved by the assembly.

SECTION 5. Ninilchik Emergency Services shall have 90 days from the time of enactment of this ordinance to execute the lease document.

SECTION 6. That rent shall be paid upon execution of the lease and shall be deposited in the WESA account number 209.36315.


SECTION 7. That this ordinance shall take effect immediately upon its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF FEBRUARY, 2021.

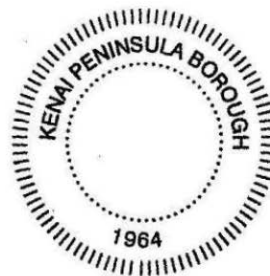


Brent Hibbert, Assembly President

ATTEST:



Jenni Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert
No: None
Absent: None

LEASE

This lease agreement (hereinafter the "Lease"), is made and entered into February _____, 2021, by and between the Kenai Peninsula Borough, 144 N Binkley St, Soldotna, AK 99669 (hereinafter referred to as "Lessor") and Ninilchik Emergency Services, PO Box 39446, Ninilchik, Alaska 99639 (hereinafter referred to as "Lessee" or "NES").

1. **Premises.** Lessor, for and in consideration of the rents, covenants, and conditions of this Lease does hereby lease to Lessee the following property hereinafter referred to as the "Premises":

One 12' x 16' Office space, totaling 192 square feet, more or less, more particularly described as Room Number 103 at the Western Emergency Services Fire Department, Ninilchik, Alaska (the "Facility").

Lessee shall also have use of restrooms and parking spaces in the facility on the terms and conditions described below in this agreement

2. **Contract Documents.** As authorized by KPB Ordinance 2021-____, this Lease is the final and complete understanding of the parties. The following exhibits and appendices are attached and are considered part of this Lease as well as anything incorporated by reference or attached to those exhibits or appendices:

Appendix A: Lease Provisions Required by KPB 17.10

Exhibit 1: Building Layout identifying rooms and designated space

If in conflict, the Lease shall control.

If in conflict the order of precedence shall be: The Lease, Appendix A, Exhibit 1.

3. **Rent.** In consideration of the Lease of the Premises by Lessor, Lessee covenants to pay to the Lessor as Rent the sum of ten dollars (\$10) for the duration of the lease term. Rent is due and payable in advance upon execution of the Lease Agreement.
4. **Term, Month-to-Month Extended Terms.** The Lease Term is approximately eighteen months commencing on February 17, 2021 and ending on August 31, 2022 and may not be extended without Assembly approval.

5. **Utilities, Maintenance, and Repairs.**

(a) Lessor Responsibilities. So long as the Lessee is in compliance with all Lease terms, including timely payment of Rent due, the Lessor shall be responsible for the following for the duration of the Lease:

- i. Utilities. Gas, electric, water, septic.
- ii. Grounds Maintenance. Grounds maintenance.
- iii. Major Repairs. Any major structural repairs of a permanent nature shall be performed by the Lessor.

(b) Lessee Responsibilities.

- i. Phone/ Network. Phone and Network service is the responsibility of the Lessee. Phone accounts, network servers, and internet connections shall be established and paid for by Lessee at the option of the Lessee. The Lessee is required to coordinate installation with the Lessor. The Lessor reserves the right to request that the Lessee must properly secure any wireless network provisions.
- ii. Janitorial Service and Refuse. Lessee is responsible for its own janitorial or custodial services and required supplies directly related to the space rented and used. Lessee is responsible for the timely removal of its refuse from the premises.
- iii. Security. Lessee will be responsible for securing building upon entry and exit. Only persons designated in writing by the Western Emergency Services Area Fire Chief may be permitted to have a key to the facility and only a maximum of four (4) keys may be released to Lessee. Should Lessee lose any keys to the Facility itself, Lessee shall be fully responsible to Lessor for the cost of re-keying all of the locks to the Facility.
- iv. Minor maintenance and repairs. Lessee shall be responsible for minor and routine maintenance of the premises and maintain the premises in a good, neat and clean condition. Minor maintenance and repairs are those that do not cause alterations to building systems or structural components. For example, replacing accessible light bulbs

with like kind, using household cleaners (except on wood floors), rearranging furniture, and hanging items with non-structural fasteners would be considered minor maintenance and repairs.

- v. Snow Removal. Lessor shall be responsible for snow removal.
- vi. Furnishings, equipment, and supplies. Lessee is responsible for its own furnishing, equipment, and supplies. Furnishings supplied by Lessor are on an "as available basis".

6. **Covenants of Lessee.** Lessee hereby covenants and agrees:

- A. To pay rent. Lessee will pay the rent specified at the times and in the manner set out in paragraph 3 above.
- B. Not to assign. Lessee shall not assign, sublet or part with the possession of all or any part of the leased premises without the prior written consent of the Lessor.
- C. To permit Lessor to enter. Lessor is granted free access to premises at all times for inspection, maintenance, or repair.
- D. To yield up premises. At the expiration or cancellation of this Lease, Lessee will peaceably yield up to Lessor the premises, in good repair in all respects, reasonable use and wear excepted.
- E. Alterations. Lessee may not alter the premises without first obtaining prior written approval of Lessor. Any approved fixtures installed by Lessee shall become property of the Lessor unless otherwise agreed to in advance.
- F. Acceptance of Premises. Lessee has examined and knows the condition of the premises and accepts the same "as is," subject to Lessor's obligations under this Lease.
- G. Use of Premises. Lessee hereby covenants that the use of the Premises shall be for NES use only and for no other purpose except by written mutual agreement by Lessor.

7. **Lessor's Warranties.** The Lessor covenants, guarantees and provides the following express warranties:

- A. No existing restrictions interfere with the Lessee's permitted and intended use of the premises;
 - B. There is availability of adequate ingress and egress to the premises;
 - C. Lessor has sufficient interest in the property to grant Lessee this leasehold;
 - D. Lessor shall be responsible for maintaining the premises in good repair.
8. **Default by Either Party.** Should either Lessor or Lessee default in the performance of the obligations of any covenants of this Lease and fail to fully remedy such default within thirty days after written notice by the non-defaulting party, then the Lease may be terminated by written notice to the defaulting party. Upon termination of this Lease, no refund of any unearned advance rent paid by Lessee shall occur.

9. **Indemnification and Liability Insurance.**

A. **Indemnification and Insurance**

The Lessee shall indemnify and hold harmless the Lessor from any and all claims, liabilities, losses, damages, and charges, related to the use of the facilities subject of this Lease. Lessee shall provide proof of Commercial General Liability with minimum policy limits of \$1,000,000 per incident; Automobile Liability policy with minimum policy limits of \$1,000,000 per accident for bodily injury; and Worker's Compensation / Employer's Liability limits as required by law. The KPB is self-insured and will maintain insurance on the land and facility and maintain insurance covering its employees as required by law.

The policies described above shall remain in force for the life of the Lease Agreement and must state that the coverage is primary and exclusive of any insurance carried by the KPB. The coverage required by this agreement shall list the KPB as additional insured. All policies and certificates of insurance shall provide that a written notice of any cancellation or modification will be delivered to Lessor at least 30 days prior to the effective date of such cancellation or modification.

- B. **Proof of Insurance.** At the time of executing this Lease, and at the time of each renewal of insurance, Lessee shall deliver to the Lessor certificates of

insurance meeting the above criteria. At its option, the Borough may request copies of required policies and endorsements. Such copies shall be provided within (10) TEN CALENDAR DAYS of the Borough's request.

10. **Damage due to Causes beyond Control.** Lessee and Lessor agree that if a cause beyond control prevents occupation of the premises, no rent paid will be prorated for the days Lessee is unable to occupy the premises. If the "cause beyond control" lasts for more than 30 days, Lessee or Lessor shall have the right to terminate this Lease upon 14 days' written notice given in the manner set out in Section 17 of this Lease. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Lessee or Lessor and which prevent performance of this Lease: fire, explosions, floods, earthquakes, other acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent Lessee or Lessor from performing the terms of this Lease. Events which are particular to either party, including but not limited to financial difficulties, are not causes beyond the control of either the Lessee or Lessor.
11. **Compliance with Laws.** Lessee agrees to comply with all applicable federal, state, borough and local laws and regulations.
12. **No Waiver.** No assent, expressed or implied, by either party to any breach of either party's covenants shall be deemed to be a waiver of any succeeding breach of the same covenants, nor shall any forbearance by a party to seek a remedy for any breach be deemed a waiver by that party of its rights or remedies with respect to such breach.
13. **Integration.** This document contains the entire lease agreement of the parties hereto. All negotiations, statements, representations, guarantees, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this Lease and the performance of either party hereto, are merged and integrated into the terms of this document.
14. **Interpretation and Enforcement.** This Lease has been drafted following negotiations between the parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Lease shall be governed by the laws of the State of Alaska. The titles of sections in this agreement are not to be construed as limitations or definitions but are for identification purposes only.

15. **Counterparts; Electronic Signature.** This Lease may be executed in counterpart and may be executed by way of facsimile or electronic signature in compliance with AS 09.80, each of which when executed shall be considered an original and all of which together shall constitute one agreement.
16. **Severability.** If any section or clause of this Lease is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Lease shall remain in full force and effect.
17. **Notice.** Whenever notice is required hereunder, it shall be addressed as follows until written notice of change of address is given to the other party:

LESSOR:

Kenai Peninsula Borough
 Attn: Legal Department
 144 N. Binkley St.
 Soldotna, Alaska 99669

LESSEE:

Ninilchik Emergency Services
 Attn: President
 PO Box 39446
 Ninilchik, AK 99639

KENAI PENINSULA BOROUGH

NINILCHIK EMERGENCY SERVICES

 Charlie Pierce
 KPB Mayor
 Date: _____

 Katherine Covey
 President
 Date: _____

 Catherine Laky
 Secretary
 Date: _____

ATTEST:

APPROVED AS TO FORM
 AND LEGAL SUFFICIENCY:

 Johni Blankenship, Borough Clerk

 Patty Burley, Deputy Borough Attorney

LESSEE NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of February 2021 by Katherine Covey, President of Ninilchik Emergency Services, for and on behalf of the Nonprofit Corporation.

Notary Public in and for _____
My commission expires:_____

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of February 2021 by Catherine Laky, Secretary of Ninilchik Emergency Services, for and on behalf of the Nonprofit Corporation.

Notary Public in and for _____
My commission expires:_____

APPENDIX A
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 KPB 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.

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: Marcus Mueller, Land Management Officer *mm*
Patty Burley, Deputy Borough Attorney *PB*

DATE: January 21, 2021

RE: Ordinance 2021-05, Authorizing the Negotiated Lease of Office Space at the Western Emergency Service Area Fire Department, Ninilchik Station (Mayor)

As a part of the transition to the Western Emergency Service Area, the Borough will take over the Ninilchik Fire Department, to be rebranded the Western Emergency Service Area Fire Department, Ninilchik Station. This will occur upon completion of the Purchase Agreement pursuant to Ordinance 2020-31.

Within the building is a 192 square foot office which has traditionally been utilized by Ninilchik Emergency Services (NES) for their operational and ambulance billing needs. Billing generated prior to the Borough's assumption of services typically takes up to a year to conclude.

NES has operated the fire station for a number of years and was responsible for securing funding to have the building erected, for obtaining much of the equipment in the building, and for much of the improvements to the fire department throughout the years. Having a home base while they wrap up the billing and reorganization of NES will be very important. The Borough has no immediate use for the space.

A short term lease has been negotiated which would extend through August 31, 2022. Because the space is de-minimus and in recognition of the contributions by NES to the Ninilchik community, the proposed lease rate is equal to the purchase price for the assets purchased from NES.

Borough code does not specifically address the leasing of building space. Several of the requirements of KPB 17.10 for the leasing of land are not applicable to the leasing of building space. While KPB 17.10.100(I) authorizes this negotiated lease, the ordinance provides that other provisions of KPB 17.10 including land classification, notice of disposition, lease types, lease terms and conditions, and general conditions are not required.

Page -2-
January 21, 2021
To: Assembly
RE: 02021- 05

The attached ordinance would authorize the mayor to lease the office space at the Western Emergency Service Area Ninilchik Fire Station for a limited period of time not subject to extension.

Your consideration is appreciated.

Kenai Peninsula Borough
Office of the Borough Clerk

MEMORANDUM

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

THRU: Johni Blankenship, Borough Clerk (B)

FROM: Michele Turner, Deputy Borough Clerk (MT)

DATE: February 16, 2021

RE: Ordinance 2021-05: Authorizing the Negotiated Lease of Office Space at the Western Emergency Service Area Fire Department, Ninilchik Station (Mayor)

The Western Emergency Service Area (WESA) board addressed the ordinance. Please amend the last Whereas clauses to read:

"WHEREAS, the Western Emergency Service Area Board at its regularly scheduled meeting of February 10, 2021 recommended approval by unanimous consent."

Thank you.

LEASE

This lease agreement (hereinafter the "Lease"), is made and entered into February _____, 2021, by and between the Kenai Peninsula Borough, 144 N Binkley St, Soldotna, AK 99669 (hereinafter referred to as "Lessor") and Ninilchik Emergency Services, PO Box 39446, Ninilchik, Alaska 99639 (hereinafter referred to as "Lessee" or "NES").

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Lessee shall also have use of restrooms and parking spaces in the facility on the terms and conditions described below in this agreement

2. **Contract Documents.** As authorized by KPB Ordinance 2021-____, this Lease is the final and complete understanding of the parties. The following exhibits and appendices are attached and are considered part of this Lease as well as anything incorporated by reference or attached to those exhibits or appendices:

Appendix A: Lease Provisions Required by KPB 17.10

Exhibit 1: Building Layout identifying rooms and designated space

If in conflict, the Lease shall control.

If in conflict the order of precedence shall be: The Lease, Appendix A, Exhibit 1.

3. **Rent.** In consideration of the Lease of the Premises by Lessor, Lessee covenants to pay to the Lessor as Rent the sum of ten dollars (\$10) for the duration of the lease term. Rent is due and payable in advance upon execution of the Lease Agreement.
4. **Term, Month-to-Month Extended Terms.** The Lease Term is approximately eighteen months commencing on February 17, 2021 and ending on August 31, 2022 and may not be extended without Assembly approval.

5. **Utilities, Maintenance, and Repairs.**

(a) Lessor Responsibilities. So long as the Lessee is in compliance with all Lease terms, including timely payment of Rent due, the Lessor shall be responsible for the following for the duration of the Lease:

- i. Utilities. Gas, electric, water, septic.
- ii. Grounds Maintenance. Grounds maintenance.
- iii. Major Repairs. Any major structural repairs of a permanent nature shall be performed by the Lessor.

(b) Lessee Responsibilities.

- i. Phone/ Network. Phone and Network service is the responsibility of the Lessee. Phone accounts, network servers, and internet connections shall be established and paid for by Lessee at the option of the Lessee. The Lessee is required to coordinate installation with the Lessor. The Lessor reserves the right to request that the Lessee must properly secure any wireless network provisions.
- ii. Janitorial Service and Refuse. Lessee is responsible for its own janitorial or custodial services and required supplies directly related to the space rented and used. Lessee is responsible for the timely removal of its refuse from the premises.
- iii. Security. Lessee will be responsible for securing building upon entry and exit. Only persons designated in writing by the Western Emergency Services Area Fire Chief may be permitted to have a key to the facility and only a maximum of four (4) keys may be released to Lessee. Should Lessee lose any keys to the Facility itself, Lessee shall be fully responsible to Lessor for the cost of re-keying all of the locks to the Facility.
- iv. Minor maintenance and repairs. Lessee shall be responsible for minor and routine maintenance of the premises and maintain the premises in a good, neat and clean condition. Minor maintenance and repairs are those that do not cause alterations to building systems or structural components. For example, replacing accessible light bulbs

with like kind, using household cleaners (except on wood floors), rearranging furniture, and hanging items with non-structural fasteners would be considered minor maintenance and repairs.

- v. Snow Removal. Lessor shall be responsible for snow removal.
- vi. Furnishings, equipment, and supplies. Lessee is responsible for its own furnishing, equipment, and supplies. Furnishings supplied by Lessor are on an "as available basis".

6. **Covenants of Lessee.** Lessee hereby covenants and agrees:

- A. To pay rent. Lessee will pay the rent specified at the times and in the manner set out in paragraph 3 above.
- B. Not to assign. Lessee shall not assign, sublet or part with the possession of all or any part of the leased premises without the prior written consent of the Lessor.
- C. To permit Lessor to enter. Lessor is granted free access to premises at all times for inspection, maintenance, or repair.
- D. To yield up premises. At the expiration or cancellation of this Lease, Lessee will peaceably yield up to Lessor the premises, in good repair in all respects, reasonable use and wear excepted.
- E. Alterations. Lessee may not alter the premises without first obtaining prior written approval of Lessor. Any approved fixtures installed by Lessee shall become property of the Lessor unless otherwise agreed to in advance.
- F. Acceptance of Premises. Lessee has examined and knows the condition of the premises and accepts the same "as is," subject to Lessor's obligations under this Lease.
- G. Use of Premises. Lessee hereby covenants that the use of the Premises shall be for NES use only and for no other purpose except by written mutual agreement by Lessor.

7. **Lessor's Warranties.** The Lessor covenants, guarantees and provides the following express warranties:

- A. No existing restrictions interfere with the Lessee's permitted and intended use of the premises;
 - B. There is availability of adequate ingress and egress to the premises;
 - C. Lessor has sufficient interest in the property to grant Lessee this leasehold;
 - D. Lessor shall be responsible for maintaining the premises in good repair.
8. **Default by Either Party.** Should either Lessor or Lessee default in the performance of the obligations of any covenants of this Lease and fail to fully remedy such default within thirty days after written notice by the non-defaulting party, then the Lease may be terminated by written notice to the defaulting party. Upon termination of this Lease, no refund of any unearned advance rent paid by Lessee shall occur.

9. **Indemnification and Liability Insurance.**

A. **Indemnification and Insurance**

The Lessee shall indemnify and hold harmless the Lessor from any and all claims, liabilities, losses, damages, and charges, related to the use of the facilities subject of this Lease. Lessee shall provide proof of Commercial General Liability with minimum policy limits of \$1,000,000 per incident; Automobile Liability policy with minimum policy limits of \$1,000,000 per accident for bodily injury; and Worker's Compensation / Employer's Liability limits as required by law. The KPB is self-insured and will maintain insurance on the land and facility and maintain insurance covering its employees as required by law.

The policies described above shall remain in force for the life of the Lease Agreement and must state that the coverage is primary and exclusive of any insurance carried by the KPB. The coverage required by this agreement shall list the KPB as additional insured. All policies and certificates of insurance shall provide that a written notice of any cancellation or modification will be delivered to Lessor at least 30 days prior to the effective date of such cancellation or modification.

- B. **Proof of Insurance.** At the time of executing this Lease, and at the time of each renewal of insurance, Lessee shall deliver to the Lessor certificates of

insurance meeting the above criteria. At its option, the Borough may request copies of required policies and endorsements. Such copies shall be provided within (10) TEN CALENDAR DAYS of the Borough's request.

10. **Damage due to Causes beyond Control.** Lessee and Lessor agree that if a cause beyond control prevents occupation of the premises, no rent paid will be prorated for the days Lessee is unable to occupy the premises. If the "cause beyond control" lasts for more than 30 days, Lessee or Lessor shall have the right to terminate this Lease upon 14 days' written notice given in the manner set out in Section 17 of this Lease. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Lessee or Lessor and which prevent performance of this Lease: fire, explosions, floods, earthquakes, other acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent Lessee or Lessor from performing the terms of this Lease. Events which are particular to either party, including but not limited to financial difficulties, are not causes beyond the control of either the Lessee or Lessor.
11. **Compliance with Laws.** Lessee agrees to comply with all applicable federal, state, borough and local laws and regulations.
12. **No Waiver.** No assent, expressed or implied, by either party to any breach of either party's covenants shall be deemed to be a waiver of any succeeding breach of the same covenants, nor shall any forbearance by a party to seek a remedy for any breach be deemed a waiver by that party of its rights or remedies with respect to such breach.
13. **Integration.** This document contains the entire lease agreement of the parties hereto. All negotiations, statements, representations, guarantees, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this Lease and the performance of either party hereto, are merged and integrated into the terms of this document.
14. **Interpretation and Enforcement.** This Lease has been drafted following negotiations between the parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Lease shall be governed by the laws of the State of Alaska. The titles of sections in this agreement are not to be construed as limitations or definitions but are for identification purposes only.

- 15. **Counterparts; Electronic Signature.** This Lease may be executed in counterpart and may be executed by way of facsimile or electronic signature in compliance with AS 09.80, each of which when executed shall be considered an original and all of which together shall constitute one agreement.
- 16. **Severability.** If any section or clause of this Lease is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Lease shall remain in full force and effect.
- 17. **Notice.** Whenever notice is required hereunder, it shall be addressed as follows until written notice of change of address is given to the other party:

LESSOR:
 Kenai Peninsula Borough
 Attn: Legal Department
 144 N. Binkley St.
 Soldotna, Alaska 99669

LESSEE:
 Ninilchik Emergency Services
 Attn: President
 PO Box 39446
 Ninilchik, AK 99639

KENAI PENINSULA BOROUGH

NINILCHIK EMERGENCY SERVICES

 Charlie Pierce
 KPB Mayor
 Date: _____

 Katherine Covey
 President
 Date: _____

 Catherine Laky
 Secretary
 Date: _____

ATTEST:

APPROVED AS TO FORM
 AND LEGAL SUFFICIENCY:

 Johni Blankenship, Borough Clerk

 Patty Burley, Deputy Borough Attorney

LESSEE NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ___ day of February 2021 by Katherine Covey, President of Ninilchik Emergency Services, for and on behalf of the Nonprofit Corporation.

Notary Public in and for _____
My commission expires:_____

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ___ day of February 2021 by Catherine Laky, Secretary of Ninilchik Emergency Services, for and on behalf of the Nonprofit Corporation.

Notary Public in and for _____
My commission expires:_____

LESSOR NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ___ day of February 2021 by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska Municipal Corporation, for and on behalf of the Corporation.

Notary Public in and for Alaska
My commission expires:_____

DRAFT

APPENDIX A
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 KPB 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.

Introduced by: Mayor
Date: 02/02/21
Hearing: 03/02/21
Action: Enacted
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-06**

**AN ORDINANCE AMENDING KP.B 16.04 – ESTABLISHMENT OF SERVICE AREAS
TO ESTABLISH RESIDENCY REQUIREMENTS FOR APPOINTED SERVICE AREA
BOARD MEMBERS**

WHEREAS, several provisions of KP.B 4.30 place residency requirements on elected officials;
and

WHEREAS, specifically, KP.B 4.30.010(A) places a one-year Kenai Peninsula Borough
residency requirement before a person is qualified to become a candidate for mayor;
and

WHEREAS, KP.B 4.30.010(B) places a one-year residency requirement in the district from which
the candidate seeks election for borough assembly candidates; and

WHEREAS, KP.B 4.30.010(D) places a one-year residency requirement for those service area
board members who are elected into office; and

WHEREAS, there is no similar residency requirement for service area board members who are
appointed; and

WHEREAS, the duties and responsibilities of service area board members are important to the
borough and the importance of one service area board over another does not change
simply because one was elected or appointed; and

WHEREAS, amending KP.B 16.04 would make residency a requirement for both elected and
appointed service area board members, emphasizing that both types of boards are
valued by the borough and that neither method is preferable, but are instead
reflections of local community preferences; and

WHEREAS, by having the language that allows for exception to the residency requirement,
boards such as the Eastern Peninsula Highway Emergency Service Area which
includes no residents, can be created with the criteria for board members outlined so
as to reflect the purpose and need for the advisory board;

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

SECTION 1. That KPB 16.04, Establishment of Service Areas, is hereby amended by enacting KPB 16.04.064 and KPB 16.04.068 as follows:

16.04.064. Appointment of Board Members.

- A. All service areas shall have a service area board, composed of either elected or appointed board members, as provided in the code provisions applicable to each service area board.
- B. Members of appointed boards shall be appointed by the mayor and confirmed by the assembly.
- C. Members of elected boards shall be elected in accordance with KPB 16.04.065 and the procedures set out in Title 4 of the Kenai Peninsula Borough Code of Ordinances.

16.04.068 Residency Requirement.

Unless otherwise stated, all candidates, whether elected or appointed, for a service area board position must be:

- 1. A qualified voter of the State of Alaska; and
- 2. A resident of the Kenai Peninsula Borough; and
- 3. A resident of the service area for a minimum of one (1) year immediately preceding filing.

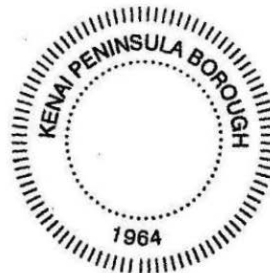
SECTION 2 That this ordinance shall become effective immediately upon its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 2ND DAY OF MARCH, 2021.

Brent Hibbert, Assembly President

ATTEST:



Jonni Blankenship, MMC, Borough Clerk




Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert
No: None
Absent: None

MEMORANDUM

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

THRU: Charlie Pierce, Mayor 
Colette Thompson, Borough Attorney 

FROM: Patty Burley, Deputy Borough Attorney 

DATE: January 21, 2021

RE: Ordinance 2021- 06, Amending KPB 16.04 - Establishment of Service Areas to Establish Residency Requirements for Appointed Service Area Board Members (Mayor)

Several provisions in Chapter 4.30 of the Kenai Peninsula Borough Code of Ordinances (Borough Code) place a residency requirement on elected officials; candidates for mayor; candidates for School District Board seats; and candidates for those service area board positions which are elected. However, there is no residency requirement for appointed service area board positions.

While the newer Western Emergency Service Area section of Borough Code places a requirement that two service area members be from the Anchor Point Area and two from the Ninilchik area, there is no length of residence requirement as there is with elected service area board positions.


In order to provide consistency and uniformity throughout the Borough Code and among processes at the borough, amendments to KPB 16.04, Establishment of Service Areas are being proposed which would make the requirements for all positions the same, regardless of whether they are elected or appointed while still allowing flexibility when needed.

Your consideration is appreciated.

Kenai Peninsula Borough
Assembly

MEMORANDUM

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

FROM: Richard Derkevorkian, Assembly Member 

DATE: April 6, 2021

RE: Petition to Vacate 30-foot-wide Oliver Street right of way, including the associated utility easement, north of Half Moon Avenue as dedicated on Arrowhead Estates Phase 1 Plat KN 2000-7. The right-of-way being vacated is unconstructed and located within the NW1/4 NW1/4 of Section 19, Township 5 North, Range 9 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-147V.

It has been brought to my attention by the petitioner, Nathan Moore, that he was not aware that the above-referenced petition was going to be considered at the February 2nd Assembly meeting; therefore, he did not participate and did not provide public testimony. The assembly vetoed the Planning Commission's approval of this vacation without any public testimony being offered.

I will be moving to rescind the previous action vetoing the Planning Commission's decision in order to reopen public testimony and hear from the petitioner.

This motion is debatable and public testimony may be taken before the assembly discusses and votes on the motion. Five yes votes would be required to approve this motion.


If the motion to rescind passes, the Planning Commission's approval of the vacation would stand, and no further action may be taken by the assembly as the 30 days to veto that action will have expired. If the motion fails, then the assembly's veto would stand and the vacation petition denied.

Thank you for your consideration.

Kenai Peninsula Borough
Planning Department

MEMORANDUM

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

FROM: Melanie Aeschliman, Planning Director 

DATE: January 13, 2021

RE: Vacate 30 foot wide Oliver Street right of way, including the associated utility easement, north of Half Moon Avenue as dedicated on Arrowhead Estates Phase 1 Plat KN 2000-7. The right-of-way being vacated is unconstructed and located within the NW1/4 NW1/4 of Section 19, Township 5 North, Range 9 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-147V.

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

During their regularly scheduled meeting of January 11, 2021 the Kenai Peninsula Borough Planning Commission granted approval of the above proposed vacation by majority vote (6 Yes, 4 No) based on the means of evaluating public necessity established by KPB 20.70. This petition is being sent to you for your consideration and action.

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

January 11, 2021 Planning Commission Draft Meeting Minutes
January 11, 2021 Agenda Item E1 Meeting Packet Materials

- *6. Commissioner Excused Absences
 - a. Virginia Morgan, East Peninsula

***Approved with adoption of consent agenda.**

- *7. Minutes
 - a. December 14, 2020 Planning Commission Meeting

***Approved with adoption of consent agenda.**

Chair Martin asked if anyone present want to speak or had concerns about any of the items on the consent agenda. Seeing and hearing no one, Chair Martin returned the discussion to the Commission.

MOTION: Commissioner Gillham moved, seconded by Commissioner Fikes to approve the consent agenda and the regular agenda.

Seeing and hearing no objection or discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes	10	No	0	Absent	1
Yes	Bentz, Brantley, Carluccio, Chesser, Ecklund, Fikes, Gillham, Martin, Ruffner, Venuti				
No	None				
Absent	Morgan				

AGENDA ITEM E. NEW BUSINESS

AGENDA ITEM E.

1. Vacate 30 foot wide Oliver Street right of way, including the associated utility easement, north of Half Moon Avenue as dedicated on Arrowhead Estates Phase 1 Plat KN 2000-7. The right-of-way being vacated is unconstructed and located within the NW1/4 NW1/4 of Section 19, Township 5 North, Range 9 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-147V.

Staff report given by Scott Huff.

Purpose as stated in petition: The Oliver Street right of way has been previously cleared allowing access by other individuals. We would like to have this right of way abandoned as there is a history of unwanted traffic and others using it for undesirable purposes presenting a danger to our young children. The Borough owns 150 acres to the east of our property with multiple other access points off of Deville, Sterling Highway and Jim Dahler. This right of way does not have an outlet as our neighbor to the north does not have an Oliver Street right of way. This results in others littering, causing damage to vegetation and trees while turning around or getting stuck, and dumping of carcasses causing an increase in predator activity. We feel this short 630 foot section of right of way is unneeded and the abandonment would not adversely affect anyone in our area subdivisions or the borough. Thank you for your consideration.

Petitioners: Nathan D. and Julie A. Moore of Soldotna, AK.

Notification: Public notice appeared in the December 31, 2020 issue of the Peninsula Clarion as a separate ad. The public hearing notice was published in the January 7, 2021 issue of the Peninsula Clarion as part of the Commission's tentative agenda.

Four certified mailings were sent to owners of property within 300 feet of the proposed vacation. None of the receipts had been returned when the staff report was prepared.

Public hearing notices were sent by regular mail to two owners within 600 feet of the proposed vacation.

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

State of Alaska Dept. of Fish and Game

State of Alaska DNR

Kenai Peninsula Borough

State of Alaska DOT
State of Alaska DNR Forestry
Emergency Services of CES
Kenai Peninsula Borough Land Management
Alaska Communication Systems (ACS)
ENSTAR Natural Gas
General Communications Inc., (GCI)
Homer Electric Association (HEA)

Public hearing notices were made available to five KPB staff/Departments (Addressing, Code Compliance, Planner, Roads Dept., River Center) via a shared database.

Notices were mailed to the Sterling Post Office and Soldotna Community Library with a request to be posted in public locations.

The notice and maps were posted on the Borough bulletin board and Planning Department public hearing notice web site.

Comments Received:

ACS: Not available at the time the staff report was prepared.

ENSTAR: No comments, recommendations, or objections.

Homer Electric Association: Not available at the time the staff report was prepared.

KPB Addressing: Not available at the time the staff report was prepared.

KPB Planning: There are no material site or local option zone issues that affect this right of way vacation.

KPB River Center: Not within a flood hazard area.

KPB Roads Department: Within KPB jurisdiction. RSA objects to the ROW vacation. Removing this ROW could present a problem with future development of the surrounding lots that have not been subdivided.

State Parks: No comments.

Staff Discussion: Arrowhead Estates Phase 1, Plat KN 2000-7, dedicated a 30 foot wide right of way, named Ridge Street that was approximately 630 feet long. This dedication extends north from the Half Moon Avenue dedication. At that time the property to the north and east were unsubdivided. Resolution SN 2006-12 changed Ridge Street to Oliver Street. Oliver Street was depicted on plat KN 2010-47. The purpose of that plat was to combine two lots into one.

Oliver Street is an approximate 3,680 foot long right of way that is near milepost 89.5 of the Sterling Highway. The only portion of Oliver Street that appears to be constructed is directly off the Sterling Highway and is used as a driveway to a lot owned by the Kenai Peninsula Borough with an accessory building on the premises. The remaining length of the right of way appears to be partially cleared and not improved as a vehicular roadway. It appears that a trail may exist within Oliver Street.

The area proposed to be vacated is the northern 630 feet of the Oliver Street right of way. This area is located at the end of Half Moon Avenue. Half Moon Avenue is a 60 foot right of way located off of Jim Dahler Road. Half Moon Avenue is approximately 1,270 feet long. It is constructed and maintained by the Kenai Peninsula Borough. The maintenance of Half Moon Avenue ends shortly after the driveway to Lot 11A of Arrowhead Estates Moore Replat, which the proposed vacation abuts. It appears that the remainder of the right of way is cleared but is not constructed to borough standards.

To the north of the vacation, Barkman Subdivision 2014 Addition, Plat KN 2014-63, was finalized without extending the dedication of Oliver Street. The parent plat to Barkman Sub 2014 received an exception for extending Oliver Street which was carried over. Reasons given were that due to low wet areas and slopes

greater than 20 percent extending Oliver Street was impractical. There is a drainage way north of the proposed vacation as well as dedications for Arrowhead Avenue and Appaloosa Lane that may need to be extended in the future from the 15 acre parcel.

To the east is a 154 acre parcel owned by the Kenai Peninsula Borough. That parcel currently has access from Appaloosa Lane, Deville Rd, Half Moon Avenue, the southern portion of Oliver Street as well as 50 foot section line easements that run east-west north of the proposed vacation.

A 100 foot wide section line easement is located at the northerly end of Oliver Street. The section line easement extends in an east-west direction.

If approved, a plat will finalize the proposed right of way vacations. At this time a plat has not been submitted. Once a complete application is submitted it will be scheduled to be reviewed by the Plat Committee. Staff would like to note that an exception to KPB 20.30.170, block length requirements, will be required.

KPB 20.70 – Vacation Requirements.

Platting staff comments: Staff reviewed the vacation and all the items required by 20.70 were met, unless otherwise noted below:

20.70.040. Application—Petition required.

- C. In areas where right-of-way is being vacated due to excessive topographic features, a contour map or centerline profile and/or right-of-way cross sectional view may be required by the commission to substantiate the unusable right-of-way and show alternate and dedicated routes to insure ingress and egress to adjacent lands.

Platting Staff Comments: Staff prepared a contour map that can be found in the packet.

20.70.130. Vacation plat—Preparation, approval and recording. Upon approval of the vacation request by the planning commission and no veto by the city council or assembly, the applicant shall have a surveyor prepare and submit a plat including the entire area approved for vacation in conformance with KPB 20.10.080. Only the area approved for vacation by the assembly or council may be included on the plat. The final plat must be recorded within one year of the vacation consent in KPB 20.70.110.

Platting Staff Comments: If the vacation is approved a preliminary plat submittal is required. An exception will be required and cannot be finalized by a right of way vacation plat.

Staff recommendation: Comply with 20.70.130.

20.70.150. Title to vacated area.

- A. The title to the street or other public area vacated on a plat attaches to the lot or lands bordering on the area in equal proportions, except that if the area was originally dedicated by different persons, original boundary lines shall be adhered to so that the street area which lies on one side of the boundary line shall attach to the abutting property on that side, and the street area which lies on the other side of the boundary line shall attach to the property on that side. The portion of a vacated street which lies within the limits of a platted addition attaches to the lots of the platted addition bordering on the area. If a public square is vacated, the title to it vests in the city if it lies within the city and to the borough if it lies within the borough outside a city. If the property vacated is a lot or tract, title vests in the rightful owner.

Platting Staff Comments: A plat has not yet been submitted but the vacated right of way will attach to parcel that the dedication came from, Lot 11A of Arrowhead Estates Moore Replat, KN 2010-47.

20.70.160. Partial vacation allowed. Where the planning commission finds that a right-of-way must be preserved, but determines there is excessive width for all intended uses within the right-of-way, the commission may approve a partial vacation of a right-of-way such that the width is reduced to the maximum necessary for the intended use. Such vacation shall conform to this title for the class of right-of-way involved except where the right-of-way is not intended to be used for vehicular purposes.

Platting Staff Comments: This is currently a half width dedication of 30 feet. If approved the entire 30 foot width will be vacated.

20.70.170. Vehicular Access. The planning commission shall not approve the vacation of a right-of-way unless an equal or superior right-of-way for vehicular access exists or will be provided in exchange. Where

two or more access points are necessary for large vacant or semi-vacant areas of land, the commission shall consider density, use, projected development, and maintain sufficient rights-of-way to serve potential use.

Platting Staff Comments: Additional right of way is not proposed. The right of way is unconstructed and ends in an area of steep terrain. The undeveloped 50 foot section line easement provides similar access as this right of way. All lots in the area have access and some have multiple access points. Large acreage tracts surround the proposed vacation. When the large acreage tracts are further subdivided right of way dedications will be required to provide continuous access between Halfmoon Avenue, Oliver Street, Deville Road and Appaloosa Lane. Future right of way dedications will be based on lot configuration and topographic features. Those dedications can take into account the terrain and layout the right of ways in a way that allows for vehicular access.

20.70.180. Other access. Other lawful uses that exist or are feasible for the right-of-way shall be considered when evaluating a vacation request. When such uses exist or could exist within rights-of-way which are not suited for general road use, the commission shall not approve the vacation request, unless it can be demonstrated that equal or superior access is or will be available. The planning commission shall consider whether alternate uses present public safety issues which support approval of the vacation.

Platting Staff Comments: Oliver Street provides legal access for pedestrian use. The large tract to the east is borough property and open to the public for recreational use. The dedicated right of way does provide access to the KPB parcel to the east. There are multiple access points to the borough lands.

20.70.190. Utility provisions. All existing and future utility requirements shall be considered when evaluating a vacation request. Rights-of-way which are utilized by a public utility or which logically would be required by a public utility shall not be vacated, unless it can be demonstrated that equal or superior access is or will be available. Where an easement would satisfactorily serve the utility interests, and no other public need for the right-of-way exists, the commission may approve the vacation and require that a public utility easement be granted in place of the right-of-way.

Platting Staff Comments: The petition included associated utility easements. The vacation has been sent to the utility providers for comment. Not all comments were not received when the staff report was prepared. The right of way and the associated utility easement could be used for the placement of utility lines. Electric lines are already in place to service the existing parcels.

Staff recommendation: *Preserve existing utility easements or grant requested easements as requested by the utility providers.*

STAFF RECOMMENDATION: Based on the above means of evaluating public necessity established by KPB 20.70, the merits of the proposed vacations, and the KPB Roads Department review, **staff recommends denial.**

If the Planning Commission recommends approval of the vacation, it will be subject to:

1. Consent by KPB Assembly.
2. Compliance with the requirements for preliminary plats per Chapter 20 of the KPB Code.
3. Grant utility easements requested by the utility providers.
4. Submittal of a final plat within a timeframe such that the plat can be recorded within one year of vacation consent (KPB 20.70.130).

KPB 20.70.110:

A vacation of a street right-of-way, public area, or public easement within the borough outside of the limits of cities may not be made without the consent of the borough assembly.

The assembly shall have 30 calendar days from the date of approval in which to veto the planning commission decision. If no veto is received by the planning director within the specified period, the borough shall be considered to have given consent to the vacation.

KPB 20.70.120:

- A. Denial of a vacation petition is a final act for which no further consideration shall be given by the Kenai Peninsula Borough.**
- B. Upon denial by the planning commission, no reapplication or petition concerning the same**

vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed.

**KPB 20.70.130:
THE FINAL PLAT MUST BE RECORDED WITHIN ONE YEAR OF THE VACATION CONSENT IN KPB 20.70.110.**

END OF STAFF REPORT

Chair Martin open the item for public comment

Nathan Moore, Petitioner; 39750 Half Moon Ave., Soldotna, AK 99669: Mr. Moore is the petitioner and would ask that the commission grant his request. The reason they would like this easement to be abandoned is they get a lot of unwanted traffic down the easement. In the past, he has confronted young people back in the area partying and doing drugs. He had to chase them out and clean up the trash and drug paraphernalia. He does not want drug paraphernalia left around for his kids and pets. This area has also become a dumping zone for folks; they have found dead dogs, cats, beer cans and other types of trash. The trail that has been created on the easement has deep ruts and is getting worse with continued use. He does not see where it would be detrimental to the borough or the public to abandon this easement. He know the borough owns a 150-acre lot back there but there are already other ways to access this property. He would not consider Half Moon Ave, which is a borough maintained road, a good thoroughfare for traffic, as it is very steep. He has no plans for the area other than to put up "private property," signs to keep the riff-raff out. The borough has put up "dead end" signs on Half Moon and it still does not keep people out.

Commissioner Brantley asked Mr. Moore how is the public getting back to this area – are they using Half Moon Ave.? Also what kind of vehicles are they using? Mr. Moore responded that when they built Half Moon Ave. they built a cul-de-sac at the end of road that connects to his driveway. Half Moon also connects with Oliver St. Folks on ATVs, snow machines, horses and other types of vehicles, use it. The public uses Half Moon Ave. to access the borough property.

Seeing and hearing no one else from the public wishing to comment, Chair Martin closed public comment and opened discussion among the Commission.

MOTION: Commissioner Brantley moved, seconded by Commissioner Fikes to approve the vacation as petitioned based on the means of evaluating public necessity established by KPB 20.70, subject to staff recommendations and compliance with borough code.

Commissioner Ecklund noted the staff report referred to a contour map but she did not see one. The applicant mentions that there are steep hills on Half Moon Ave. and she wondered if the right-of-way being petitioned to vacate has steep grades as well. Mr. Huff replied the missing map was an oversight and apologized. He did not believe the section of Oliver St. being requested to vacate was steep. To the north where the Barkman property was granted an exception, it does have a steep drop off. He referred the commission to the map found on page 22 of the meeting packet where it shows a depression just off to the left at the end of Oliver St. as well as a depression, with what appears to be standing water, west of the section of Oliver St. being requested to vacate. Mr. Huff then stated that Mr. Moore might be able to address the grade of Oliver St. more accurately. Mr. Moore replied that the portion of Oliver St. he would like abandoned does not have steep grades.

Seeing and hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY MAJORITY VOTE:

Yes	6	No	4	Absent	1
Yes	Brantley, Carluccio, Chesser, Ecklund, Fikes, Gillham				
No	Bentz, Martin, Ruffner, Venuti				
Absent	Morgan				

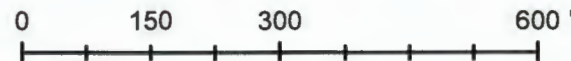
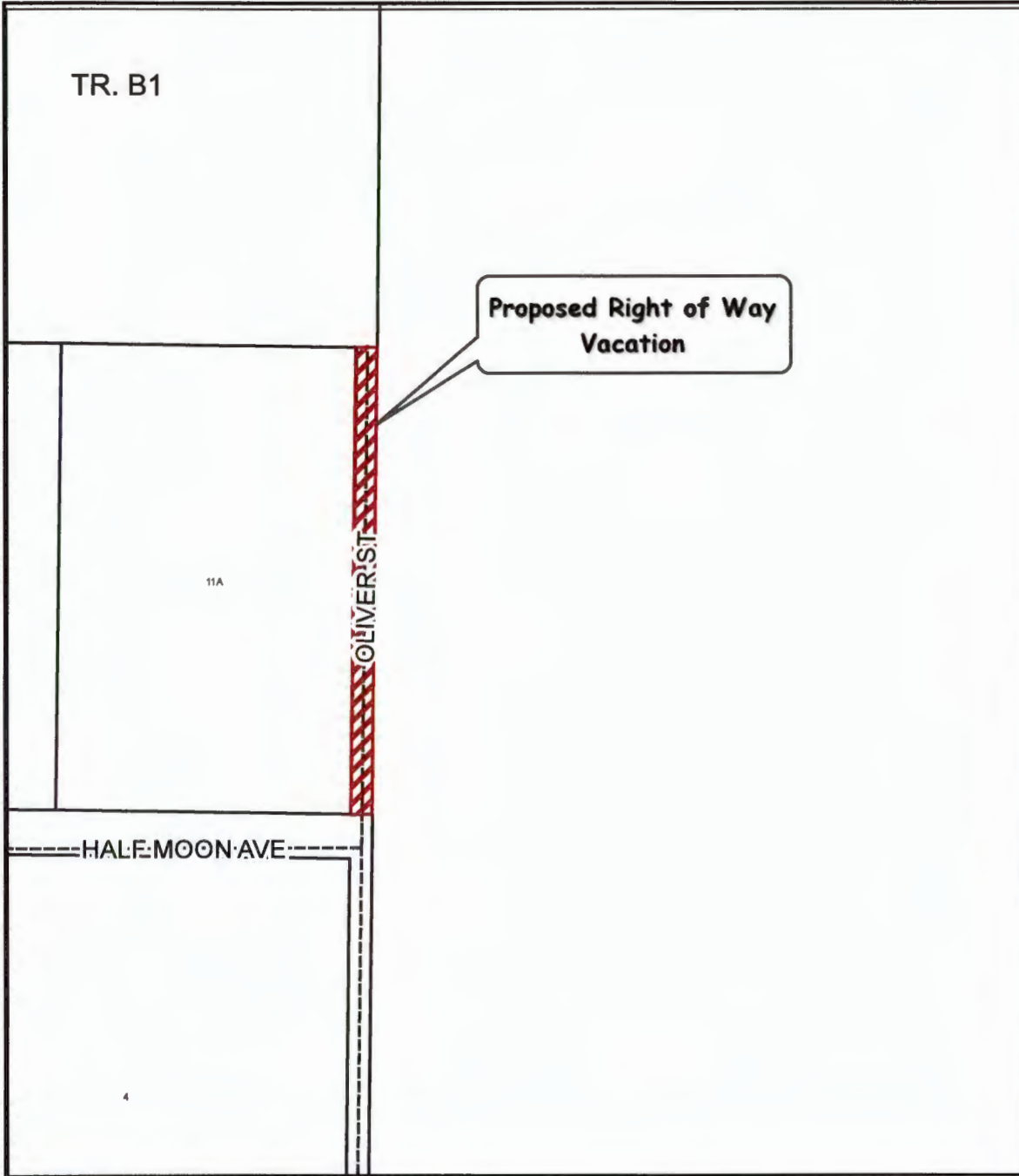
E. NEW BUSINESS

1. Right-of-Way Vacation

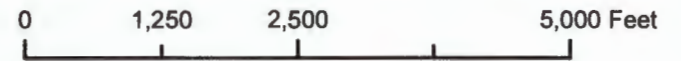
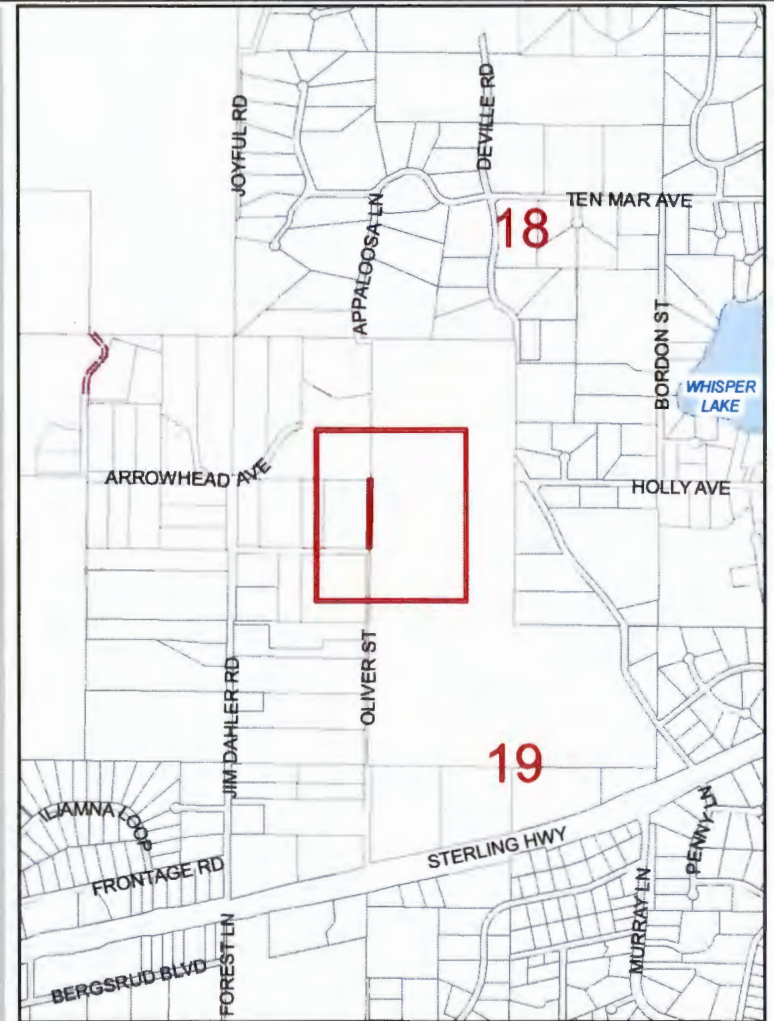
Arrowhead Estates Moore Replat Oliver Street Vacation

KPB File 2020-147V

Petitioners: Nathan D. & Julie A. Moore

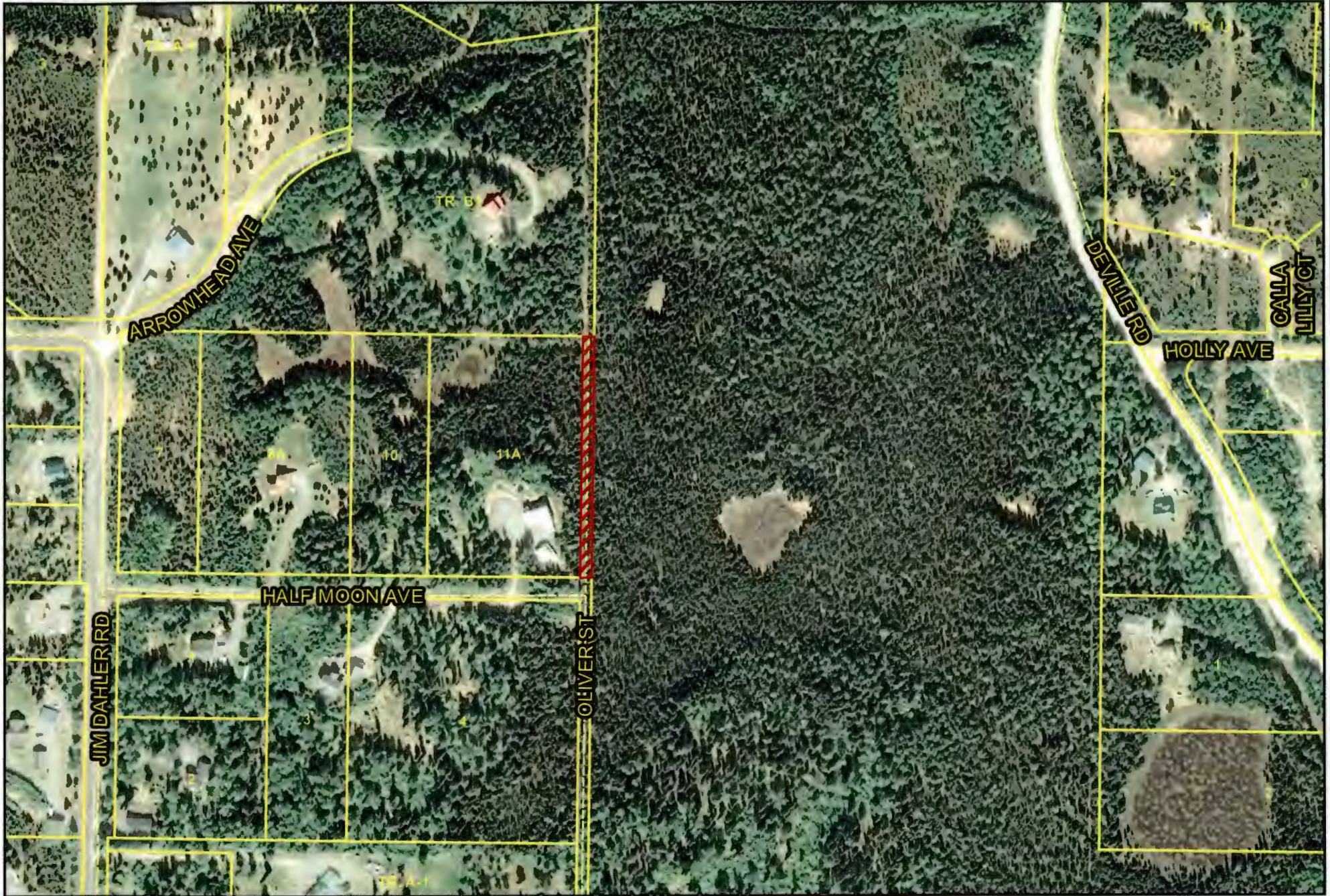


The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



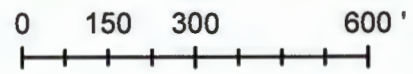
KPB 2020-147V
S19 T05N R09W
STERLING

Date: 11/30/2020
PClements, KPB 2020-147V



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

Aerial View



 Right of Way Vacation

PClements, KPB 2020-147V
 Date: 11/30/2020
 Imagery 2018 Sterling

AGENDA ITEM E. PUBLIC HEARINGS

1. Vacate 30 foot wide Oliver Street right of way, including the associated utility easement, north of Half Moon Avenue as dedicated on Arrowhead Estates Phase 1 Plat KN 2000-7. The right-of-way being vacated is unconstructed and located within the NW1/4 NW1/4 of Section 19, Township 5 North, Range 9 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-147V.

STAFF REPORT

PC Meeting: January 11, 2021

Purpose as stated in petition: The Oliver Street right of way has been previously cleared allowing access by other individuals. We would like to have this right of way abandoned as there is a history of unwanted traffic and others using it for undesirable purposes presenting a danger to our young children. The Borough owns 150 acres to the east of our property with multiple other access points off of Deville, Sterling Highway and Jim Dahler. This right of way does not have an outlet as our neighbor to the north does not have an Oliver Street right of way. This results in others littering, causing damage to vegetation and trees while turning around or getting stuck, and dumping of carcasses causing an increase in predator activity. We feel this short 630 foot section of right of way is unneeded and the abandonment would not adversely affect anyone in our area subdivisions or the borough. Thank you for your consideration.

Petitioners: Nathan D. and Julie A. Moore of Soldotna, AK.

Notification: Public notice appeared in the December 31, 2020 issue of the Peninsula Clarion as a separate ad. The public hearing notice was published in the January 7, 2021 issue of the Peninsula Clarion as part of the Commission's tentative agenda.

Four certified mailings were sent to owners of property within 300 feet of the proposed vacation. None of the receipts had been returned when the staff report was prepared.

Public hearing notices were sent by regular mail to two owners within 600 feet of the proposed vacation.

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

State of Alaska Dept. of Fish and Game	Kenai Peninsula Borough Land Management
State of Alaska DNR	Alaska Communication Systems (ACS)
State of Alaska DOT	ENSTAR Natural Gas
State of Alaska DNR Forestry	General Communications Inc, (GCI)
Emergency Services of CES	Homer Electric Association (HEA)

Public hearing notices were made available to five KPB staff/Departments (Addressing, Code Compliance, Planner, Roads Dept., River Center) via a shared database.

Notices were mailed to the Sterling Post Office and Soldotna Community Library with a request to be posted in public locations.

The notice and maps were posted on the Borough bulletin board and Planning Department public hearing notice web site.

Comments Received:

ACS: Not available at the time the staff report was prepared.

ENSTAR: No comments, recommendations, or objections.

Homer Electric Association: Not available at the time the staff report was prepared.

KPB Addressing: Not available at the time the staff report was prepared.

KPB Planning: There are no material site or local option zone issues that affect this right of way vacation.

KPB River Center: Not within a flood hazard area.

KPB Roads Department: Within KPB jurisdiction. RSA objects to the ROW vacation. Removing this ROW could present a problem with future development of the surrounding lots that have not been subdivided.

State Parks: No comments.

Staff Discussion: Arrowhead Estates Phase 1, Plat KN 2000-7, dedicated a 30 foot wide right of way, named Ridge Street, that was approximately 630 feet long. This dedication extends north from the Half Moon Avenue dedication. At that time the property to the north and east were unsubdivided. Resolution SN 2006-12 changed Ridge Street to Oliver Street. Oliver Street was depicted on plat KN 2010-47. The purpose of that plat was to combine two lots into one.

Oliver Street is an approximate 3,680 foot long right of way that is near milepost 89.5 of the Sterling Highway. The only portion of Oliver Street that appears to be constructed is directly off the Sterling Highway and is used as a driveway to a lot owned by the Kenai Peninsula Borough with an accessory building on the premises. The remaining length of the right of way appears to be partially cleared and not improved as a vehicular roadway. It appears that a trail may exist within Oliver Street.

The area proposed to be vacated is the northern 630 feet of the Oliver Street right of way. This area is located at the end of Half Moon Avenue. Half Moon Avenue is a 60 foot right of way located off of Jim Dahler Road. Half Moon Avenue is approximately 1,270 feet long. It is constructed and maintained by the Kenai Peninsula Borough. The maintenance of Half Moon Avenue ends shortly after the driveway to Lot 11A of Arrowhead Estates Moore Replat, which the proposed vacation abuts. It appears that the remainder of the right of way is cleared but is not constructed to borough standards.

To the north of the vacation, Barkman Subdivision 2014 Addition, Plat KN 2014-63, was finalized without extending the dedication of Oliver Street. The parent plat to Barkman Sub 2014 received an exception for extending Oliver Street which was carried over. Reasons given were that due to low wet areas and slopes greater than 20 percent extending Oliver Street was impractical. There is a drainage way north of the proposed vacation as well as dedications for Arrowhead Avenue and Appaloosal Lane that may need to be extended in the future from the 15 acre parcel.

To the east is a 154 acre parcel owned by the Kenai Peninsula Borough. That parcel currently has access from Appaloosa Lane, Deville Rd, Half Moon Avenue, the southern portion of Oliver Street as well as 50 foot section line easements that run east-west north of the proposed vacation.

A 100 foot wide section line easement is located at the northerly end of Oliver Street. The section line easement extends in an east-west direction.

If approved, a plat will finalize the proposed right of way vacations. At this time a plat has not been submitted. Once a complete application is submitted it will be scheduled to be reviewed by the Plat Committee. Staff would like to note that an exception to KPB 20.30.170, block length requirements, will be required.

KPB 20.70 – Vacation Requirements.

Platting staff comments: Staff reviewed the vacation and all the items required by 20.70 were met, unless otherwise noted below:

20.70.040. Application—Petition required.

- C. In areas where right-of-way is being vacated due to excessive topographic features, a contour map or centerline profile and/or right-of-way cross sectional view may be required by the commission to substantiate the unusable right-of-way and show alternate and dedicated routes to insure ingress and egress to adjacent lands.

Platting Staff Comments: Staff prepared a contour map that can be found in the packet.

20.70.130. Vacation plat—Preparation, approval and recording. Upon approval of the vacation request by the planning commission and no veto by the city council or assembly, the applicant shall have a surveyor prepare and submit a plat including the entire area approved for vacation in conformance with KPB 20.10.080. Only the area approved for vacation by the assembly or council may be included on the plat. The final plat must be recorded within one year of the vacation consent in KPB 20.70.110.

Platting Staff Comments: If the vacation is approved a preliminary plat submittal is required. An exception will be required and cannot be finalized by a right of way vacation plat.

Staff recommendation: *Comply with 20.70.130.*

20.70.150. Title to vacated area.

- A. The title to the street or other public area vacated on a plat attaches to the lot or lands bordering on the area in equal proportions, except that if the area was originally dedicated by different persons, original boundary lines shall be adhered to so that the street area which lies on one side of the boundary line shall attach to the abutting property on that side, and the street area which lies on the other side of the boundary line shall attach to the property on that side. The portion of a vacated street which lies within the limits of a platted addition attaches to the lots of the platted addition bordering on the area. If a public square is vacated, the title to it vests in the city if it lies within the city and to the borough if it lies within the borough outside a city. If the property vacated is a lot or tract, title vests in the rightful owner.

Platting Staff Comments: A plat has not yet been submitted but the vacated right of way will attach to parcel that the dedication came from, Lot 11A of Arrowhead Estates Moore Replat, KN 2010-47.

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Platting Staff Comments: The petition included associated utility easements. The vacation has been sent to the utility providers for comment. Not all comments were not received when the staff report was prepared. The right of way and the associated utility easement could be used for the placement of utility lines. Electric lines are already in place to service the existing parcels.

Staff recommendation: *Preserve existing utility easements or grant requested easements as requested by the utility providers.*

STAFF RECOMMENDATION: Based on the above means of evaluating public necessity established by KPB 20.70, the merits of the proposed vacations, and the KPB Roads Department review, **staff recommends denial.**

If the Planning Commission recommends approval of the vacation, it will be subject to:

1. Consent by KPB Assembly.
2. Compliance with the requirements for preliminary plats per Chapter 20 of the KPB Code.
3. Grant utility easements requested by the utility providers.
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KPB 20.70.120:

- A. Denial of a vacation petition is a final act for which no further consideration shall be given by the Kenai Peninsula Borough.**
- B. Upon denial by the planning commission, no reapplication or petition concerning the same vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed.**

KPB 20.70.130:

THE FINAL PLAT MUST BE RECORDED WITHIN ONE YEAR OF THE VACATION CONSENT IN KPB 20.70.110.

END OF STAFF REPORT



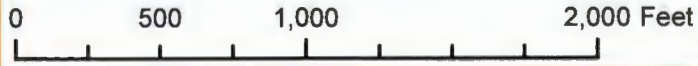
Page 21 of 148

100' section line easement

ROW vacation



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




**AERIAL IMAGERY - 2016
SECTION LINE EASEMENT**



Date: 12/18/2020
S. Huff, KPB

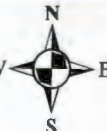


Page 22 of 148

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AERIAL IMAGERY - 2016
KENAI WATERSHED WETLAND MAPPING

0 500 1,000 2,000 Feet



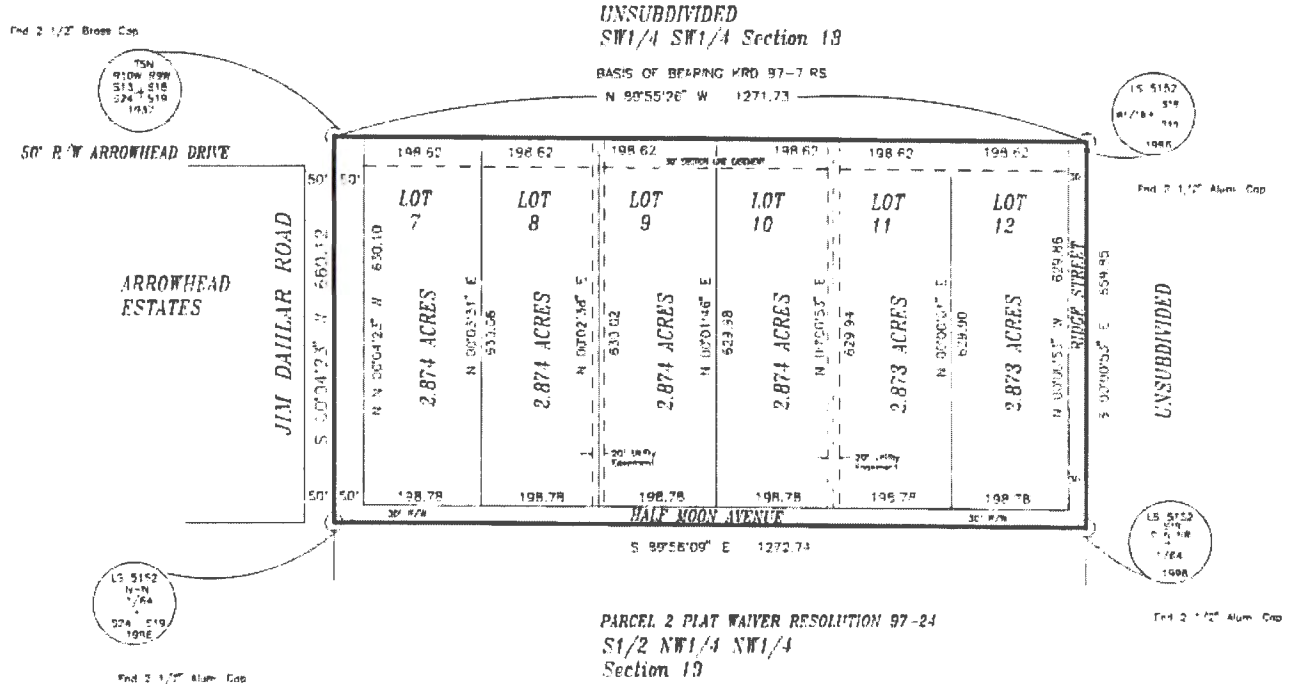
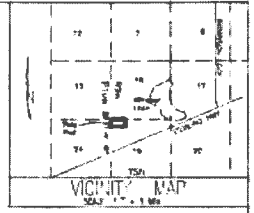
Date: 12/18/2020
 S. Huff, KPB

164

WASTEWATER DISPOSAL: Soil conditions, water table levels, and soil seeps in this subdivision have been found suitable for conventional onsite wastewater treatment and disposal systems serving single-family or duplex residences and meeting the regulatory requirements of the Rural Permitting Program. Any other type of onsite wastewater treatment and disposal system must be designed by a professional engineer, registered to practice in Alaska, and the design must be approved by the Alaska Department of Environmental Conservation.

Job No. CE 7221 Date 11/20/00
 ENGINEER UOP/SE DATE

LEDG#
 SET 5" REBAR AT EACH LOT CORNER



- NOTES**
1. No deed shall be filed without 90% of the owners' approval as required by 42-15 of Alaska Department of Transportation.
 2. Utility Subject - A within 20 feet to the natural front of each right-of-way shall be shown. If approved by resolution of the appropriate Planning Commission.
 3. No proposed structure shall be constructed or placed within an easement area until the owner has the right-of-way to use the easement.
 4. Front 10 feet of building setback to a utility easement shall be a two-story setback unless it is part of a lot line.
 5. Development may be subject to Coastal Zone Management and other applicable laws and regulations.



MICHAEL A. SWAN
 REGISTRATION NO. 15-6840

2000-7
 PLAT NO. 2-28-00
 TIME 10:53 AM
 REGISTERED SWAN

ARROWHEAD ESTATES PHASE 1
 THIS IS A RESUBDIVISION OF PARCEL 1 IN R-4 AS SHOWN BY RESOLUTION 97-24
 OWNER: The Trustees of the Arrowhead Capital Corporation, 10000 Channing Hill Road, Anchorage, Alaska 99516
 Located in the NW1/4 NW1/4 SECTION 19 T24N R10W ALASKA RANGE 10 EAST
 CONTAINING 16.274 ACRES

CERTIFICATE OF OWNERSHIP and DEDICATION

I HEREBY CERTIFY THAT ALL THE OWNERS OF THE HERE PROPOSED SUBDIVISION HAVE APPROVED HEREON AND I HEREBY CERTIFY THAT THIS IS IN ACCORDANCE WITH ALL APPLICABLE LAWS AND ALL RIGHTS OF WAY TO PUBLIC USE AND CORNER ALL EXISTING TO THE SUBDIVISION.

Rt. Honorable Trustees of the Arrowhead Capital Corporation, 10000 Channing Hill Road

TRUSTEES OF THE ARROWHEAD CAPITAL CORPORATION, 10000 CHANNING HILL ROAD

Notary's Acknowledgment

Subscribed and sworn before me on this 20th day of February, 2001, for said purpose, before of me the undersigned, Notary Public for the State of Alaska.

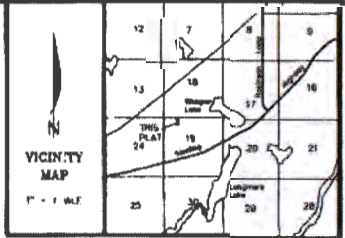
Michael A. Swan
 NOTARY PUBLIC FOR ALASKA
 MY COMMISSION EXPIRES 11/25/03



PLAT APPROVAL

This plat was approved by the ALASKA PLANNING COMMISSION at the meeting of 11/16/00, 11/16/00.

Michael A. Swan
 PLANNING COMMISSION

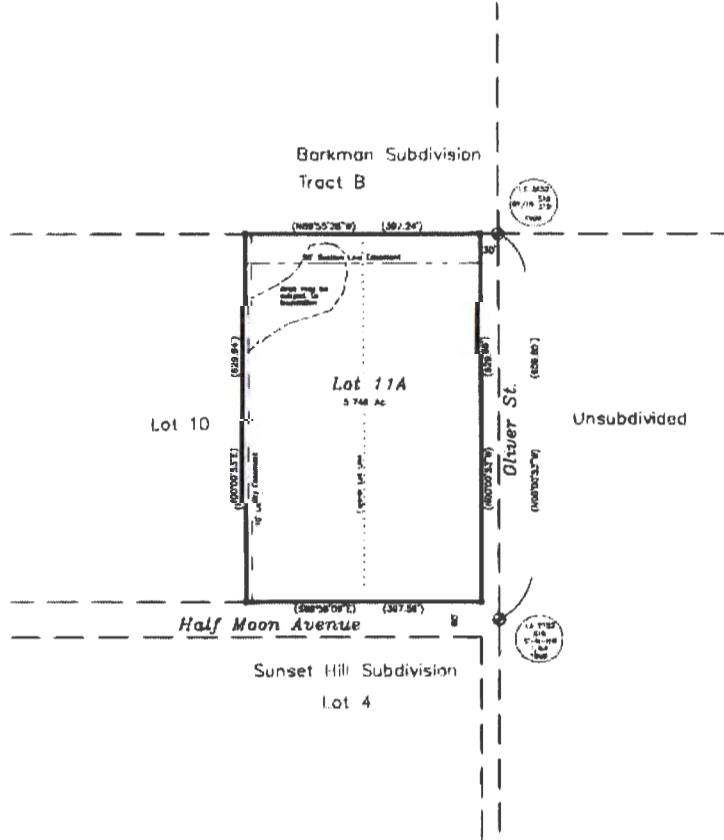


LEGEND:

- ① MEASUREMENT OF RECORD
- 5/8" REBAR OF RECORD
- () RECORD CANNOT BE PLAT 2000-7 KIG

NOTES:

- 1) Record information taken from Arrowhead Estates Phase 1, plat 2000-7, Koral Recording District.
- 2) Building Setback - A setback of 20 feet is required from all street Right-of-Way unless a lesser standard is approved by resolution by the appropriate Planning Commission.
- 3) Development may be subject to Erosion Flow Management and Corps of Engineers reviews and permits.
- 4) Covenants, conditions and restrictions which affect this plat are recorded in Book 560 Page 887 and Book 581 Page 57 in the Koral Recording District.
- 5) From 10 feet of the 20-foot building setback and the entire setback area 5 feet of the site (of this is a utility easement, the permanent structure shall be constructed or placed within a utility easement which would interfere with the ability of a utility to use the easement).
- 6) **WASTEWATER DISPOSAL:** This lot is at least 200,000 square feet or more and is in an area where conditions may not be suitable for on-site wastewater treatment and disposal. Any wastewater treatment or disposal system must meet the regulatory requirements of the Alaska Department of Environmental Conservation. A site report from the project plat of this subdivision is on file with the Koral Planning Bureau.



CERTIFICATE of OWNERSHIP and DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION AND BY MY FREE CONSENT DEDICATE ALL RIGHTS-OF-WAY AND PUBLIC AREAS TO PUBLIC USE AND GRANT ALL EASEMENTS TO THE USE SHOWN.

Nathan D. Moore
 NATHAN D. MOORE
 20485 HALF MOON AVENUE
 SOLDOTNA, ALASKA 99689

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN BEFORE ME THIS 3 DAY OF SEPTEMBER 2010 FOR Nathan D. Moore



Kacey Fuller
 KACEY FULLER
 NOTARY PUBLIC FOR ALASKA
 BY COMMISSION EXPIRES 7-29-2012

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF JUNE 26, 2010.

KENAI PENINSULA BOROUGH
Debra Alvest
 AUTHORIZED OFFICIAL

KPB FILE No 2010-082

Arrowhead Estates Moore Replat

A Resubdivision of Lots 11 and 12, Arrowhead Estates Phase 1, Plat 2000-7, Koral Recording District.

Located within the NE1/4 NW1/4 NW1/4 Section 16, T24N, R24W, S4M, Koral Peninsula Borough, Alaska.

Containing 5.748 Ac.

2010-47
 RECORDED
 MENAS REC. DIST.
 DATE: 9 21 2010
 TIME: 3:15 P.M.

REQUESTED BY:
 SEGESSER SURVEYS
 20485 ROSELAND ST.
 SOLDOTNA, AK 99689

SEGESSER SURVEYS
 20485 Roseland St.
 Soldotna, AK 99689

JOB NO	10044	DRAWN	8-18-10
SURVEYED:	N/A	SCALE	1"=100'
FIELD BOOK:	N/A	SHEET:	1 of 1



SURVEYOR'S CERTIFICATE

I hereby certify that I am properly registered and licensed to practice land surveying in the State of Alaska, this plat represents a survey made by me or under my direct supervision, the measurements shown hereon actually exist as described, and all dimensions and other details are correct.

Date: 8-30-10

MEMORANDUM

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

FROM: Charlie Pierce, Kenai Peninsula Borough Mayor *cp*

DATE: February 2, 2021

RE: Appointment to the Nikiski Senior Service Area Board

Pursuant to KPB 16.70.070 I hereby submit my recommendation for confirmation by the Assembly, of the following appointment to the Nikiski Senior Service Area Board. The applicant is a registered voter and resides within the service area to be represented. Attached for your review is the request for appointment.

<u>Appointment</u>	<u>Board Seat</u>	<u>Term Expires</u>
Julie Ware	A	October, 2021

Attachments: Request for Appointment Application
Verification of Residency Requirements

Kenai Peninsula Borough

Office of the Borough Clerk

Service Area Board Application Submitted 2021-01-07 15:18:43

Service Area: Nikiski Senior Service Area Board, Seat A (Term Expires 10/2021)

Applicant Name Julie Ware	Daytime Phone 907 398 1543
Email julieware0601@gmail.com	Date of Birth
Physical Residence Address 54640 Pythagorean Rd. Nikiski, Alaska 99635	Mailing Address PO Box 7479 Nikiski, Alaska 99635
SS #	Voter # [REDACTED]
I have been a Resident of the Kenai Peninsula Borough for: 40 years, 5 months	I have been a Resident of the selected Service Area for: 40 years, 5 months

MAYOR'S REPORT TO THE ASSEMBLY

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

FROM: Charlie Pierce, Kenai Peninsula Borough Mayor



DATE: February 2, 2021

Assembly Request / Response

None

Agreements and Contracts

- a. Authorization to Award a Contract for ITB21-015 Calcium Chloride Purchase FY2021 to NorthStar Supply, LLC., Palmer, Alaska.

Other

- a. Revenue-Expenditure Report – December 2020
- b. Budget Revisions – December 2020
- c. Investment Report - Quarter Ended 12/31/20
- d. FY21-2Q Senior Center Grant Reports
- e. FY21 -2Q Economic Development Grant Reports

Kenai Peninsula Borough Roads Department

MEMORANDUM

TO: Charlie Pierce, Mayor

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

FROM: Dil Uhlin, Roads Director *[Signature]*

DATE: January 19, 2021

RE: Authorization to Award a Contract for ITB21-015 Calcium Chloride Purchase FY2021

The Purchasing and Contracting Office formally solicited and received bids for the ITB21-015 Calcium Chloride Purchase FY2021. Bid packets were released on December 18, 2020 and the Invitation to Bid was advertised in the Peninsula Clarion and the Anchorage Daily News on December 18, 2020.

The project consists of purchasing an estimated 1,492,200 pounds of Anhydrous Calcium Chloride, 94-97% mini pellets, industrial grade. *(The Borough is purchasing 1,025,000 pounds, the City of Kenai is purchasing 44,000 pounds, the City of Soldotna is purchasing 68,000 pounds and the City of Homer is purchasing 355,200 pounds.)*

On the due date of January 11, 2021, three (3) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$466,884 was submitted by NorthStar Supply, LLC, Palmer, Alaska. *(The Borough cost will be \$318,500, the City of Kenai cost will be \$13,640, the City of Soldotna cost will be \$21,080 and the City of Homer cost will be \$113,664.)*

Your approval for this bid award is hereby requested. Funding for this project is in account number 236.33950.00000.43951.

CP

Charlie Pierce, Mayor

1/19/2021

Date

NOTES: KPB Roads Service Area portion only.

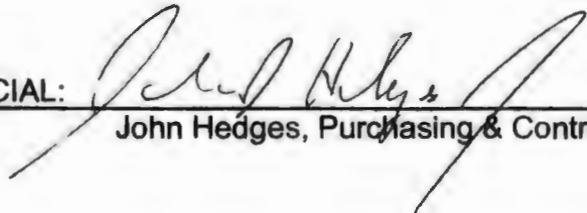
FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>236.33950.00000.43951</u>
Amount	<u>\$318,500</u>
By: <i>PP</i> <i>BH</i>	Date: <u>1/19/2021</u>

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB21-015 Purchase of Calcium Chloride- FY2021

CONTRACTOR	LOCATION	BASE BID
NorthStar Supply, LLC	Palmer, AK	\$466,884.00
Brenntag Pacific	Anchorage, AK	\$512,900.00
Univar Solutions	Anchorage, AK	\$518,452.00

DUE DATE: January 11, 2021

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor *CP*

THRU: Brandi Harbaugh, Finance Director *BH*

FROM: Sarah Hostetter, Payroll Accountant *SH*

DATE: January 12, 2021

RE: Revenue-Expenditure Report – December 2020

Attached is the Revenue-Expenditure Report of the General Fund for the month of December 2020. Please note that 50.00% of the year has elapsed, 74.34% of budgeted revenues have been collected, and 49.35% of budgeted expenditures have been made.

KENAI PENINSULA BOROUGH
Revenue Report
For the Period
December 1 through December 31, 2020

ACCOUNT NUMBER	DESCRIPTION	ESTIMATED REVENUE	YEAR TO DATE RECEIPTS	MONTH TO DATE RECEIPTS	VARIANCE	% COLLECTED
31100	Real Property Tax	\$ 28,825,613	\$ 30,013,452	\$ 697,885	\$ 1,187,839	104.12%
31200	Personal Property Tax	1,814,997	2,103,127	52,292	288,130	115.87%
31300	Oil Tax	6,668,160	7,025,200	-	357,040	105.35%
31400	Motor Vehicle Tax	676,400	176,084	56,410	(500,316)	26.03%
31510	Property Tax Penalty & Interest	590,931	312,590	151,051	(278,341)	52.90%
31610	Sales Tax	27,431,594	13,342,851	989,443	(14,088,743)	48.64%
33110	In Lieu Property Tax	3,600,000	-	-	(3,600,000)	0.00%
33117	Other Federal Revenue	160,000	31,521	-	(128,479)	19.70%
34221	Electricity & Phone Revenue	155,000	-	-	(155,000)	0.00%
34222	Fish Tax Revenue Sharing	500,000	(51,838)	-	(551,838)	-10.37%
34210	Revenue Sharing	300,000	-	-	(300,000)	0.00%
37350	Interest on Investments	352,913	299,416	36,359	(53,497)	84.84%
39000	Other Local Revenue	275,000	143,593	20,825	(131,407)	52.22%
290	Solid Waste	802,000	242,412	1,925	(559,588)	30.23%
Total Revenues		\$ 72,152,608	\$ 53,638,407	\$ 2,006,190	\$ (18,514,201)	74.34%

KENAI PENINSULA BOROUGH
Expenditure Report
For the Period
December 1 through December 31, 2020

DESCRIPTION	REVISED BUDGET	YEAR TO DATE EXPENDED	MONTH TO DATE EXPENDED	AMOUNT ENCUMBERED	AVAILABLE BALANCE	% EXPENDED
Assembly:						
Administration	\$ 484,528	\$ 290,703	\$ 40,726	\$ 14,306	\$ 179,519	60.00%
Clerk	579,316	252,071	43,260	18,619	308,626	43.51%
Elections	182,920	113,630	4,344	18,402	50,888	62.12%
Records Management	327,678	150,207	22,765	13,818	163,653	45.84%
Mayor Administration	792,424	329,510	55,673	1,787	461,127	41.58%
Purch/Contracting/Cap Proj	648,943	259,244	42,535	4,977	384,723	39.95%
Human Resources:						
Administration	700,918	317,391	55,015	9,716	373,811	45.28%
Print/Mail	204,789	69,935	17,150	32,677	102,177	34.15%
Custodial Maintenance	94,976	52,582	9,393	1,719	40,675	55.36%
Information Technology	2,095,903	924,778	135,969	18,658	1,152,466	44.12%
Emergency Management	933,183	488,681	86,746	102,355	342,146	52.37%
Legal Administration	1,120,116	413,346	76,768	149,555	557,215	36.90%
Finance:						
Administration	505,711	237,535	44,845	2,565	265,611	46.97%
Services	1,072,179	490,431	72,859	2,751	578,996	45.74%
Property Tax	1,141,576	466,452	53,338	77,731	597,393	40.86%
Sales Tax	901,144	434,191	60,011	29,698	437,256	48.18%
Assessing:						
Administration	1,350,530	626,069	87,549	33,025	691,435	46.36%
Appraisal	1,993,482	772,807	117,563	11,751	1,208,924	38.77%
Resource Planning:						
Administration	1,261,643	411,448	87,041	21,109	829,086	32.61%
GIS	499,590	266,198	26,206	1,029	232,363	53.28%
River Center	675,967	287,973	54,075	22,602	365,392	42.60%
Senior Citizens Grant Program	719,494	285,955	-	433,539	-	39.74%
School District Operations	55,004,255	29,274,248	4,166,667	-	25,730,007	53.22%
Solid Waste Operations	9,102,389	2,849,647	489,925	1,819,755	4,432,988	31.31%
Economic Development	360,000	41,961	-	269,503	48,536	11.66%
Non-Departmental	3,353,477	2,388,893	12,737	-	964,584	71.24%
Total Expenditures	\$ 86,107,131	\$ 42,495,885	\$ 5,863,160	\$ 3,111,647	\$ 40,499,598	49.35%

Kenai Peninsula Borough
Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor *chi*

THRU: Brandi Harbaugh, Finance Director *BH*

FROM: Sarah Hostetter, Payroll Accountant *SH*

DATE: January 12, 2021

RE: Budget Revisions – December 2020

Attached is a budget revision listing for December 2020. 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.

DECEMBER 2020**INCREASE DECREASE****911 DISPATCH**

Moving funds to cover a janitorial services contract, services were previously performed by Borough custodians.

264-11255-00000-60000 (Charges (to) from Other Departments)		\$4,200.00
264-11255-00000-43011 (Contract Services)	\$4,200.00	

CENTRAL EMERGENCY SERVICES

To replace the old softener system at Station 3.

211-51610-00000-43780 (Building & Grounds Maintenance)		\$3,245.00
211-51610-00000-48740 (Minor Machines & Equipment)	\$3,245.00	

CLERK'S OFFICE - RECORDS MANAGEMENT

To purchase a shredder for the department.

100-11140-00000-43210 (Transportation & Subsistence)		\$440.00
100-11140-00000-42410 (Small Tools & Minor Equipment)	\$440.00	

FINANCE - ADMINISTRATION

Moving funds to cover shipping costs for the Director's new chair.

100-11410-00000-42210 (Operating Supplies)		\$31.80
100-11410-00000-48720 (Minor Office Furniture)	\$31.80	

HUMAN RESOURCES - ADMINISTRATION

Moving funds to cover bulk computer monitor purchase.

100-11230-00000-43210 (Transportation & Subsistence)		\$300.00
100-11230-00000-48710 (Minor Office Equipment)	\$300.00	

MAYOR'S OFFICE

To replace the Mayor's office's old coffee maker.

100-11210-00000-43210 (Transportation & Subsistence)		\$816.00
100-11210-00000-42410 (Small Tools & Minor Equipment)	\$816.00	

PLANNING - RIVER CENTER

Moving funds to cover a janitorial services contract, services were previously performed by Borough custodians.

100-21135-00000-60000 (Charges (to) from Other Departments)		\$11,400.00
100-21135-00000-43011 (Contract Services)	\$11,400.00	

DECEMBER 2020 CONTINUED**INCREASE DECREASE****SELDOVIA RECREATION**

Additional insurance coverage is required for a short term contract to complete the shed project.

227-61210-00000-43960 (Recreational Program Expenses)		\$200.00
227-61210-00000-48520 (Storage Building & Containers)	\$200.00	

SEWARD BEAR CREEK FLOOD SERVICE AREA

To purchase a Sit-To-Stand desk.

259-21212-00000-42210 (Operating Supplies)		\$120.00
259-21212-00000-48720 (Minor Office Equipment)	\$120.00	

SOLID WASTE - LANDFILL

Moving funds to cover a diagnosis and the repair of the Bomag Compactor at the landfill.

290-32122-00000-43600 (Project Management)		\$1,800.00
290-32122-00000-43780 (Building & Ground Maintenance)		\$1,400.00
290-32122-00000-42310 (Repair & Maintenance Supplies)		\$2,000.00
290-32122-00000-43014 (Physical Examinations)		\$800.00
290-32122-00000-43750 (Vehicle Maintenance)	\$4,000.00	
290-32122-00000-42360 (Motor Vehicle Repair Supplies)	\$2,000.00	

SOLID WASTE - LANDFILL

Additional funds needed to repair Bomag Compactor, the first budget adjustment was an estimate.

290-32122-00000-49433 (Plan Reviews)		\$1,049.00
290-32122-00000-43750 (Vehicle Maintenance)	\$1,049.00	

SOLID WASTE - LANDFILL

To replace the landfill scale house computer due to recent crashes.

290-32122-00000-43019 (Software Licensing)		\$92.54
290-32122-00000-43410 (Printing)		\$220.08
290-32122-00000-43600 (Project Management)		\$32.00
290-32122-00000-48710 (Minor Office Equipment)	\$344.62	

DECEMBER 2020 CONTINUED

INCREASE DECREASE

SOLID WASTE - LANDFILL

Moving funds for additional heavy equipment parts and labor repairs for landfill equipment.

290-32122-00000-42310 (Repair & Maintenance Supplies)		\$3,600.00
290-32122-00000-42360 (Motor Vehicle Repair Supplies)	\$2,500.00	
290-32122-00000-43750 (Vehicle Maintenance)	\$1,100.00	

SOLID WASTE - LANDFILL

To replace the failed portable pressure washer for the evaporator.

290-32010-00000-50411 (Transfer to Capital Project Fund)		\$4,448.22
290-32122-00000-48740 (Minor Machines & Equipment)	\$4,448.22	

Kenai Peninsula Borough

Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor *CP*

THRU: Brandi Harbaugh, Finance Director *BH*

DATE: February 2, 2021

RE: Investment Report quarter ended 12/31/20

Attached is the Quarterly Investment Report of the Kenai Peninsula Borough for the quarter ending December 31, 2020.

Portfolio Statistics	Quarter Ended 9/30/20	Quarter Ended 12/31/20
Average Daily Balance	\$244,293,226	\$269,896,684
Earned Interest Yield	0.959%	0.874%
Duration in Years	2.00	2.13
Book Value	\$273,774,640	\$272,721,009
Market Value	\$276,417,609	\$274,820,021
Percent % of Market Value	99.04%	99.24%

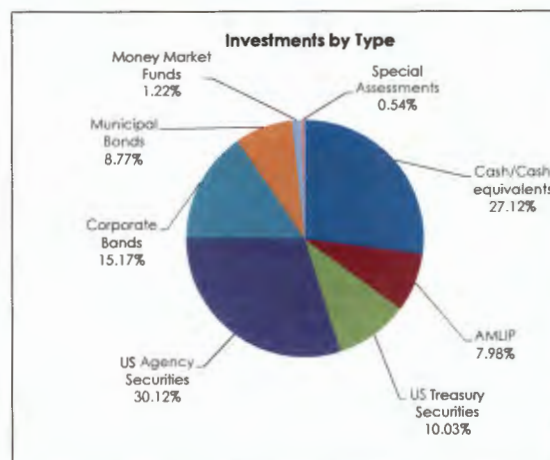
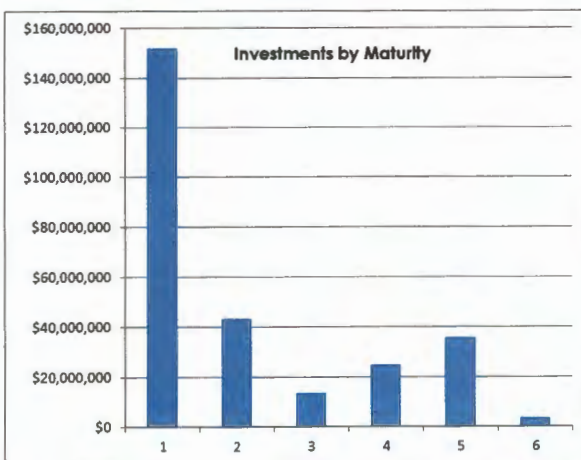
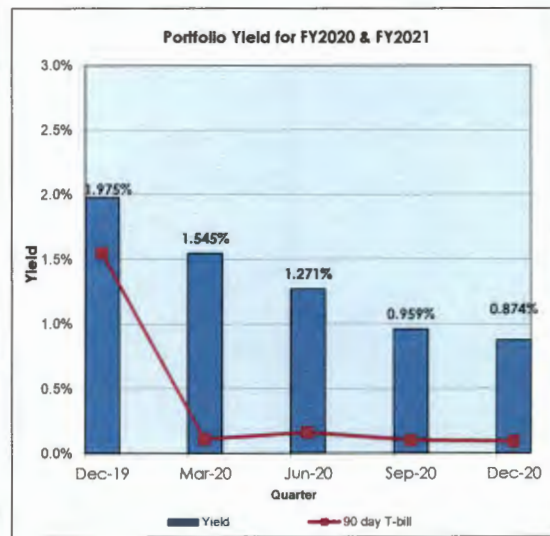
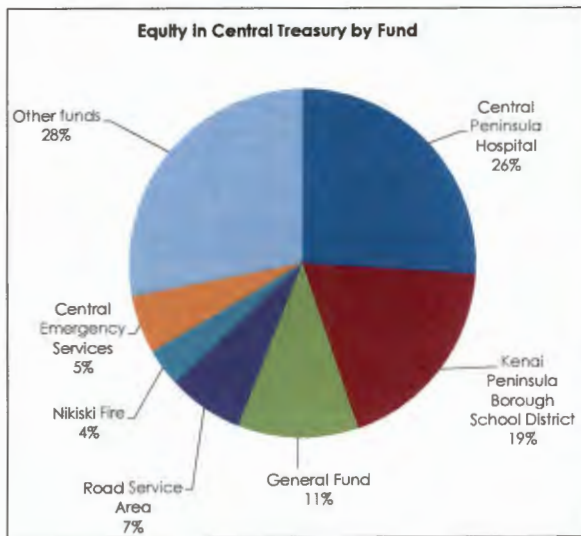
Investment Description	Yield quarter ending 9/30/2020	Yield quarter ending 12/31/2020	Market Value quarter ending 12/31/2020
Cash and Cash Equivalents	0.15%	0.15%	\$73,949,721
AMLIP	0.01%	0.01%	21,773,577
U.S. Treasury Securities	0.76%	0.57%	27,740,460
US Agencies	1.50%	1.34%	82,840,239
Corporate Bonds	1.88%	1.64%	42,080,160
Municipal Bonds	2.20%	1.86%	21,650,140
Money Market Mutual Funds	0.01%	0.01%	3,316,733
Special Assessments	5.66%	5.43%	1,468,991
Total			\$274,820,021

Major Categories:	Percentage of Portfolio	Book Value quarter ending 12/31/20
Bond related funds	4.47%	\$12,203,393
CARES Advance funding	0.63%	1,717,863
Hospital plant/equipment replacement funds (PERF)-unobligated	23.27%	63,472,500
School District	18.71%	51,011,461
Capital Project fund restrictions	12.49%	34,050,847
Special Revenue funds restrictions	21.03%	57,361,291
Internal Service/Agency fund restrictions	5.56%	15,152,949
General Fund	13.84%	37,750,705
Total	100.00%	\$272,721,009

INVESTMENT PORTFOLIO
December 31, 2020

	Par Value	Purchase Price	Fair Value 12/31/2020
Investments by Borough Finance Director			
CORPORATE	9,498,000.00	9,702,354.50	9,644,742.54
COMMERCIAL PAPER	0.00	0.00	0.00
MUNICIPAL	0.00	0.00	0.00
AGENCY	32,050,000.00	32,478,860.86	32,391,345.50
US TREASURY	17,000,000.00	17,276,308.75	17,205,970.00
Total Investment by Borough Finance Director:	58,548,000.00	59,457,524.11	59,242,058.04
Investment with External manager:			
CORPORATE	31,097,000.00	31,670,402.91	32,435,417.60
MUNICIPAL	20,800,000.00	21,352,458.20	21,650,139.65
AGENCY	49,409,362.60	49,660,298.01	50,448,893.47
US TREASURY	10,000,000.00	10,071,303.03	10,534,490.00
Total Security Investment with External manager:	111,306,362.60	112,754,462.15	115,068,940.72
TOTAL SECURITY INVESTMENTS	169,854,362.60	172,211,986.26	174,310,998.76
CASH & CASH EQUIVALENTS	99,040,031.49	99,040,031.49	99,040,031.49
SPECIAL ASSESSMENTS	1,468,991.21	1,468,991.21	1,468,991.21
TOTAL PORTFOLIO	270,363,385.30	272,721,008.96	274,820,021.46

Investment Portfolio - Purchase Price	\$ 172,262,028.72
Investment Portfolio - Fair Value 12/31/20	174,361,041.22
Fair Value Adjustment - 12/31/20	2,099,012.50
Fair Value Adjustment - 6/30/20	3,394,305.27
Change in Fair Value FY2021	\$ (1,295,292.77)



KENAI PENINSULA BOROUGH - LAND TRUST INVESTMENT FUND

Account Statement - Period Ending October 31, 2020



**ALASKA PERMANENT
CAPITAL MANAGEMENT**
Registered Investment Adviser

ACCOUNT ACTIVITY

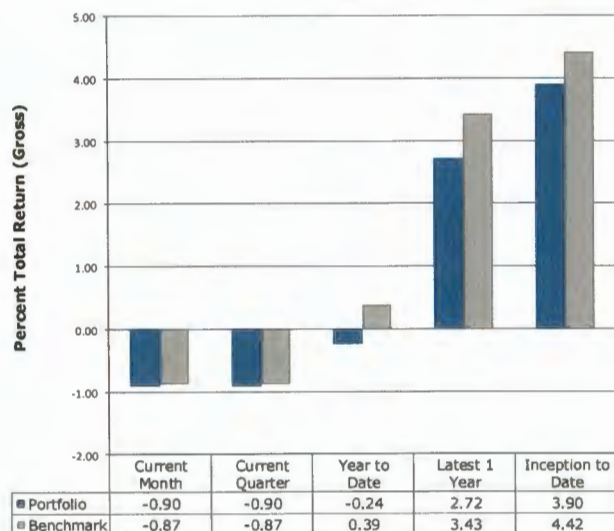
Portfolio Value on 09-30-20	6,033,758
Contributions	612,341
Withdrawals	-754
Change in Market Value	-75,359
Interest	18
Dividends	6,155
Portfolio Value on 10-31-20	6,576,158

MANAGEMENT TEAM

Client Relationship Manager:	Amber Frizzell, AIF® Amber@apcm.net
Your Portfolio Manager:	Brandy Niclai, CFA®
Contact Phone Number:	907/272-7575

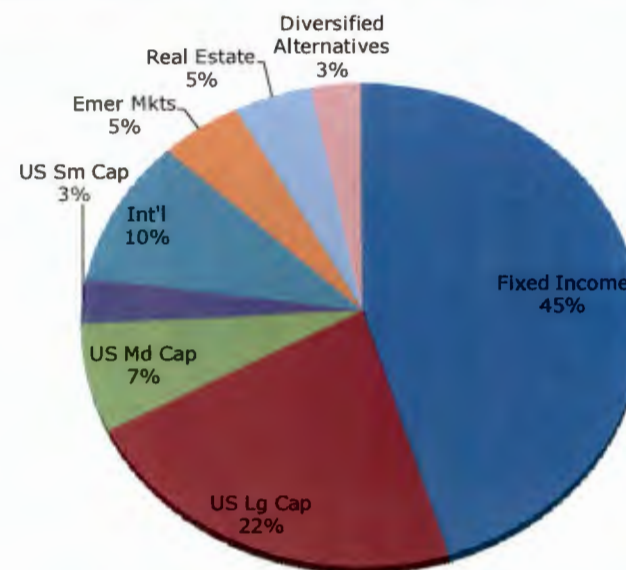
INVESTMENT PERFORMANCE

**Current Account Benchmark:
Equity Blend**



Performance is Annualized for Periods Greater than One Year

PORTFOLIO COMPOSITION



KENAI PENINSULA BOROUGH - LAND TRUST INVESTMENT FUND

Account Statement - Period Ending November 30, 2020



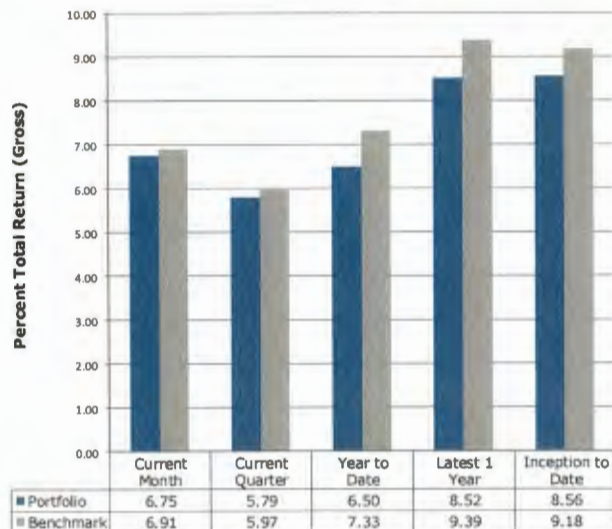
ALASKA PERMANENT CAPITAL MANAGEMENT
Registered Investment Adviser

ACCOUNT ACTIVITY

Portfolio Value on 10-31-20	6,576,158
Contributions	0
Withdrawals	-822
Change in Market Value	440,899
Interest	7
Dividends	3,157
 Portfolio Value on 11-30-20	 7,019,400

INVESTMENT PERFORMANCE

**Current Account Benchmark:
Equity Blend**

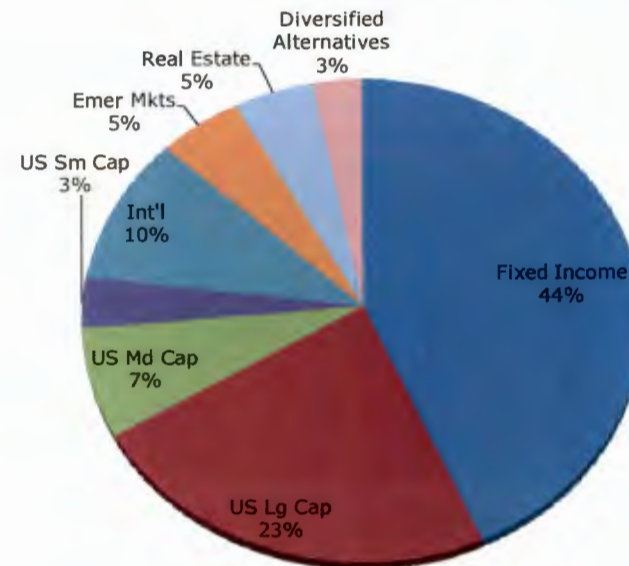


Performance is Annualized for Periods Greater than One Year

MANAGEMENT TEAM

Client Relationship Manager:	Amber Frizzell, AIF® Amber@apcm.net
Your Portfolio Manager:	Brandy Niclai, CFA®
Contact Phone Number:	907/272-7575

PORTFOLIO COMPOSITION



KENAI PENINSULA BOROUGH - LAND TRUST INVESTMENT FUND

Account Statement - Period Ending December 31, 2020



ACCOUNT ACTIVITY

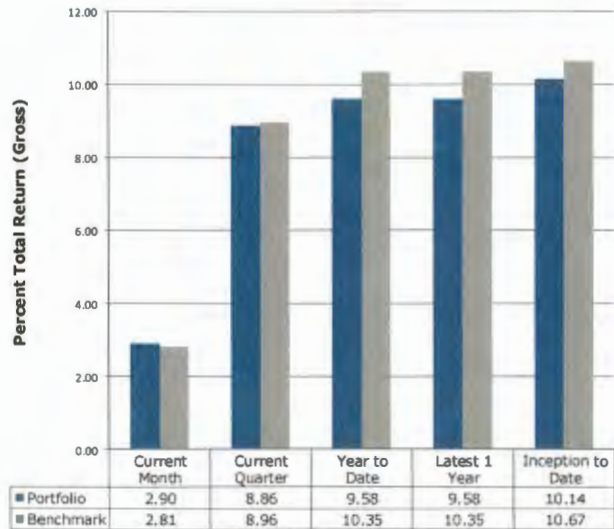
Portfolio Value on 11-30-20	7,019,400
Contributions	0
Withdrawals	-877
Change in Market Value	165,984
Interest	5
Dividends	37,371
 Portfolio Value on 12-31-20	 7,221,883

MANAGEMENT TEAM

Client Relationship Manager:	Amber Frizzell, AIF® Amber@apcm.net
Your Portfolio Manager:	Brandy Niclai, CFA®
Contact Phone Number:	907/272-7575

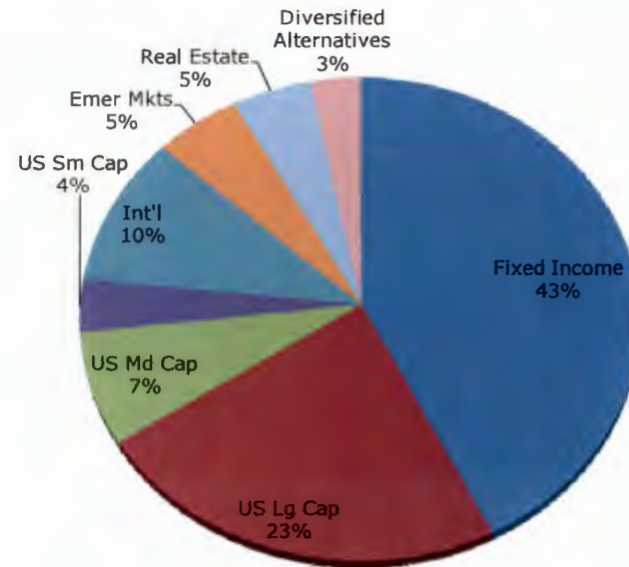
INVESTMENT PERFORMANCE

**Current Account Benchmark:
Equity Blend**




Performance is Annualized for Periods Greater than One Year

PORTFOLIO COMPOSITION



KENAI PENINSULA BOROUGH
Community & Fiscal Projects

MEMORANDIUM

TO: Charlie Pierce, Mayor
FROM: Brenda Ahlberg, Community & Fiscal Projects Manager 
DATE: January 20, 2021
SUBJECT: **FY21-2Q Senior Center Grant Reports**

The following senior grant reports have been submitted:

- Anchor Point Senior Citizens
- Cooper Landing Senior Center
- Forget-Me-Not Center
- Homer Friendship Center
- Homer Senior Center
- Kenai Senior Citizens
- Nikiski Senior Citizens
- Ninilchik Senior Center
- Seldovia Senior Center
- Seward Seniors Citizens
- Sterling Area Senior Center

The following report was not provided at the time this report was generated:

- Soldotna Area Senior Center



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Anchor Point Senior Citizens, Inc.
Account: 100.62110.ANCSR.43011

Award Amount: \$44,869
2020/2021 Senior Grant Program

Submit Report To:
 Brenda Ahlberg, Community & Fiscal Projects
 bahlberg@kpb.us
 Kenai Peninsula Borough
 144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:
Start Date: October 1ST, 2020
End Date: December 31st, 2020

FINAL REPORT IS DUE BEFORE 07/09/21

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 32,789.00	\$ -	\$ -	\$ -	\$ 32,789.00
Contract Services	\$ 3,451.00	\$ -	\$ 2,693.68	\$ 2,693.68	\$ 757.32
Equipment	\$ 8,629.00	\$ 4,840.00	\$ -	\$ 4,840.00	\$ 3,789.00
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 44,869.00	4,840.00	\$ 2,693.68	\$ 7,533.68	\$ 37,335.32

Expenditures this period to be reimbursed >>> \$ 2,693.68

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Predict (CDP)	Number of Individuals
Meals & Groceries picked up at center	1. Over 76,076 pounds of dairy, produce, meat, and bread/misc. were distributed at no cost	1. 7607 people
	2. Takeout meals	2. 580 meals

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

The Anchor Point Senior Center promotes healthy choices along with garden to table products and partnered with farmers and transporters to an over-the-top spin on the CARES TRUST Farm to Table program. During this second quarter APSCI increased its ability to distribute larger loads of food to Anchor Point residents and surrounding communities. Takeout dinners were also brought back on a regular basis after a closure due to water damage.

October 16,700 pounds of: fresh produce (11000), meat (2000), bread (200), and fresh fish (3500) were distributed

November 19,376 pounds of: dairy/misc (7000), fresh produce (7850), and meat (4526) were distributed

December 40,000 pounds of: dairy/misc (7650), fresh produce (12400), and meat (5350) were distributed

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Roberta Ness Date: January 5, 2020

Printed Name and Title: Roberta Ness APSCI President

Monthly Distribution Questionnaire

AGENCY: Anchor Point Senior Citizens Inc
MONTH: December 2020 BY: CYNTHIA BUENS

For Agencies that distribute Food Boxes:

A food box is defined as each time you assist a family with food

How many food boxes did your agency distribute this month? 4000

Number of Adults the boxes were for 3160

Number of Children the boxes were for 840

Number of Disabled the boxes were for undetermined

Number of Veterans the boxes were for undetermined

Number of Senior Citizens (age 60 and over) the boxes were for 2812

Farm to Family program ended 12/31/20
APSCI continued to be a "clearing house" for
KPFB.

For Agencies that served prepared meals OR snacks:

Total number of meals/snacks served: 4068

Number of Adults served 3213

Number of Children served 855

Number of Disabled served undetermined

Number of Veterans served undetermined

Number of Senior Citizens (age 60 and over) served 2860

Please return this questionnaire by the 15th of each month.


Thank you for supporting the Kenai Peninsula Food Bank.

If you have any questions or need assistance to fill out this form

please call the Kenai Peninsula Food Bank at 262-3111

email address: lindak@kpfoodbank.org

FAX Number 262-6428

Thank you for partmering with us
through these uncertain times! 

Monthly Distribution Questionnaire

AGENCY: Anchor Point Senior Citizens Inc
MONTH: November BY: CYNTHIA BURNS

For Agencies that distribute Food Boxes:

A food box is defined as each time you assist a family with food

How many food boxes did your agency distribute this month? 1938
Number of Adults the boxes were for 1531
Number of Children the boxes were for 407
Number of Disabled the boxes were for undetermined
Number of Veterans the boxes were for undetermined
Number of Senior Citizens (age 60 and over) the boxes were for 1209

Farm to Family still going on + Moose distribution continues as well as agreeing to be aka "Cleaning House" for KPFB

For Agencies that served prepared meals OR snacks:

Total number of meals/snacks served: 1948
Number of Adults served 1539
Number of Children served 409
Number of Disabled served undetermined
Number of Veterans served undetermined
Number of Senior Citizens (age 60 and over) served 1216

Please return this questionnaire by the 15th of each month.

Thank you for supporting the Kenai Peninsula Food Bank.

If you have any questions or need assistance to fill out this form

please call the Kenai Peninsula Food Bank at 262-3111

email address: kpfoodbank@gmail.com

FAX Number 262-6428

OCT 19 2020

Monthly Distribution Questionnaire

AGENCY: Ancor Point Senior Citizens Inc

MONTH: October BY: Cynthia Burns

For Agencies that distribute Food Boxes:

A food box is defined as each time you assist a family with food

How many food boxes did your agency distribute this month? 1700

Number of Adults the boxes were for 1343

Number of Children the boxes were for 357

Number of Disabled the boxes were for undetermined

Number of Veterans the boxes were for undetermined

Number of Senior Citizens (age 60 and over) the boxes were for 11925

*Center reopened for meals on Oct 15
Farm to Family still going on + Moose
distribution and AKA "Clearing House" for KPFB*

For Agencies that served prepared meals OR snacks:

Total number of meals/snacks served: 1776

Number of Adults served 1403

Number of Children served 373

Number of Disabled served undetermined

Number of Veterans served undetermined

Number of Senior Citizens (age 60 and over) served 1108

Please return this questionnaire by the 15th of each month.

Thank you for supporting the Kenai Peninsula Food Bank.

If you have any questions or need assistance to fill out this form

please call the Kenai Peninsula Food Bank at 262-3111

email address: lindak@kpfoodbank.org

FAX Number 262-6428



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Cooper Landing Senior Citizens.
Account: 100.621115.00000.43011

Award Amount: \$18,665
2020/2021 Senior Grant Program

Submit Report To:
 Brenda Ahlberg, Community & Fiscal Projects
 bahlberg@kpb.us
 Kenai Peninsula Borough
 144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:
Start Date: October 1, 2020
End Date: December 31, 2020

FINAL REPORT IS DUE BEFORE 07/09/21

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Utilities	\$ 2,140.00	\$ 243.06	\$ 232.29	\$ 475.35	\$ 1,664.65
Contract Services	\$ 11,000.00	\$ -	\$ 4,955.95	\$ 4,955.95	\$ 6,044.05
Supplies	\$ 2,525.00	\$ -	\$ -	\$ -	\$ 2,525.00
Insurance	\$ 3,000.00	\$ -	\$ 1,172.00	\$ 1,172.00	\$ 1,828.00
TOTALS	\$ 18,665.00	243.06	\$ 6,360.24	\$ 6,603.30	\$ 12,061.70

Expenditures this period to be reimbursed >>>

\$ 6,360.24

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	0	0
Meals picked up at center	0	0
Transportation	0	0

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

CLSCCI was busy this past quarter. Two pages of pictures are included with this report. Norman Starkey made several trips to Soldotna for CARES food boxes and bags and delivered them to seniors in Cooper Landing. Jan Mitchell and Jamie Gonzales also delivered CARES food. CLSCCI paid for Thanksgiving dinners for members made by the staff at Sunrise Inn and thanks to owner and CLSCCI Board member Arden Rankins. Board meetings were held by Telecom and ZOOM. KLB Church carolers sang at Helen Gwin Commons on Dec. 18. CL Emergency Services arrived at Senior Haven with fire trucks and ambulance and Santa who greeted residents and gave candy canes. An impromptu piano concert by Maya and Mason delighted residents Dec. 23. The CARES van is now operating. The contract with Best Route Productions for the CLSCCI website was signed.

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Mona Painter Date: Jan 4, 2021

Printed Name and Title: Mona Painter CLSCCI BOARD SECRETARY



Cooper Landing
Emergency Services
brings Santa to Snug
Harbor Senior Haven
Dec. 20!

Kenai Lake Baptist
Church carolers
serenade Senior Haven
residents Dec. 18.
Ravens View resident
hosts Bible study in
JAM Commons in
November. (mountains
in background.)





CLSCCI supports members with Thanksgiving dinners from Sunrise Inn. Norman Starkey delivers CARES program food to seniors many times. CARES grant pays for much needed van for CLSCCI travel. Jan and Gary Mitchell's granddaughter and grandson, Maya and Mason, treat Senior Haven residents to a piano concert Dec. 23.

Senior Office
 Follow Up Information for Van Pick
 To: Yen Green, CC: Arden Rana



Ken,
 Arden is driving Shirley and around 10 a.m. on Thursday 10:00a.m. - 4:00 p.m. and I

The address for Alaska Mo 5515 E Firwood Rd #1, Pt Phone number is (907) 24

Pat said to tell you they are on the edge of Wasilla/Palmer so do not take the Palmer Exit, stay on the Parks Highway towards Wasilla. (Apparently there is another road named Firwood all the way in Palmer and people get confused) When driving along the Parks Highway they will be located on the left side across from the Harley Davidson Dealership.

Kate will provide a signed check to Shirley in the amount of \$19,900 before Thursday.

Attached are some documents Pat will need:

- A current vehicle registration (He asked for this so he would title it the same as our other vehicles registered with the DMV. Shirley and Arden are both board members and one of them will need to do paperwork on behalf of CLSCCI).
- CLSCCI Insurance Policy
- Incorporation of Nonprofit
- EIN

As soon as I get the VIN number I can add it to the insurance policy.

Thank you all very much!

Jamie

5:08 PM
 Details
 50
 Landing between



piano concert in Helen Gwin Commons



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Frontier Community Services
Account: 100.62195.FTNCO.43011

Award Amount: \$36,282
2020/2021 Senior Grant Program

Submit Report To:
 Brenda Ahlberg, Community & Fiscal Projects
 bahlberg@kpb.us
 Kenai Peninsula Borough
 144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:
Start Date: 10/01/20
End Date: 12/31/20

FINAL REPORT IS DUE BEFORE 07/09/21

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Transportation	\$ 3,000.00	\$ 236.00	\$ 998.00	\$ 1,234.00	\$ 1,766.00
Senior Events	\$ 3,000.00	\$ 337.86	\$ 528.99	\$ 866.85	\$ 2,133.15
Program Supplies	\$ 9,782.00	\$ 1,291.78	\$ 676.31	\$ 1,968.09	\$ 7,813.91
FMN Program Assistant	\$ 20,500.00	\$ 3,729.00	\$ 5,033.00	\$ 8,762.00	\$ 11,738.00
TOTALS	\$ 36,282.00	5,594.64	\$ 7,236.30	\$ 12,830.94	\$ 23,451.06

Expenditures this period to be reimbursed >>> \$ 7,236.30

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Programs Provided	Kenai	2 up
	Soldotna	11 up
Transportation	Transportation suspended due to Covid-19	N/A

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Forget-Me-Not (FMN) Adult Day Center Second Quarter Narrative, FY21

During the second quarter of FY21, the Forget-Me-Not Center remained closed to the public due to Frontier Community Service's mindfulness of the Covid-19 virus and its potential effect on the senior population. To compensate for the closure, Covid-19 telephone check-ins and limited in-person Adult Day Services increased so that by the end of the quarter, FMN staff were providing in-home services each day of the week, Monday through Friday. Overall, FMN provided 13 individuals with 277 units of in-person Adult Day Services and 150 units of telephonic Covid-19 check-ins.

title and page number insert

Frontier Community Services began a Covid-19 vaccination drive-through clinic in December and each FMN participant was offered the vaccine. As the vaccine becomes more readily available for our senior population, it is our goal to resume community outreach and provide more seniors with our services.

The Forget-Me-Not Center's ventilation system was completed in December as a first step in preparation of a future opening date. This has been an extraordinary year; no one could have foreseen the effects of social distancing and isolation on our elders. Without the structure and routine that the FMN Center provided, the participants have shown an overall decline in cognition and an increased sense of loneliness. Many of the individuals have expressed their feelings on missing the comradery and friendships they have at FMN, the group activities, and the congregate lunches. They continue to inquire as to when the Center will re-open.

Grantee Certification: *I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.*

Signature: Larae Paxton Date: 1/14/2021

Printed Name and Title: Larae Paxton - Operations Director



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Homer Friendship Center
Account: 100.62125.HOMSR.43011

Award Amount: \$17,754
2020/2021 Senior Grant Program

Submit Report To:
 Brenda Ahlberg, Community & Fiscal Projects
 bahlberg@kpb.us
 Kenai Peninsula Borough
 144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report: 2
Start Date: 10/01/2020
End Date: 12/31/2020

FINAL REPORT IS DUE BEFORE 07/09/21

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 17,754.00	\$ 14,152.21	\$ 3,601.79	\$ 17,754.00	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 17,754.00	14,152.21	\$ 3,601.79	\$ 17,754.00	\$ -

Expenditures this period to be reimbursed >>> \$ 3,601.79

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered		
Meals picked up at center		
Transportation		

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Our Adult Day Program continues to be closed due to Covid-19 restrictions. We are in the final stages of the remodel so we can open to the public. (See attached ADS Timeline) The ADS Manager has been contacting participant's families to assist them with COVID-19 vaccinations. The Adult Day Manager has been working diligently to meet the Covid-19 guidelines to reopen. New staff will be hired and trained to meet the needs of the seniors and Covid-19 mandates to safeguard the health of our participants.

The new ventilation system has been installed. New flooring, new technology, and individual stations have been added to ensure ease of sanitation in the facility and that social distancing can be observed while still offering the interactive and enriching environment that the seniors, in the past, had come to expect.

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Keren L Kelley, MPA, LNHA Digitally signed by Keren L. Kelley, MPA, LNHA
 DN: cn=Keren L. Kelley, o=Kenai Peninsula Borough, ou=Homer Senior Citizens, ou=AK, email=kkelley@homercommunitycenter.com, o=AK
 Date: 2021.01.11 14:27:57 -0800 Date: _____

Printed Name and Title: Keren L Kelley, MPA, LNHA Executive Director

Homer Senior Citizens, Inc. Adult Day Services Project Timeline

Phase I – to be completed by December 30, 2020. – Meets CDC Safety requirements for safe re-opening.

- Install ventilation systems coupled with HEPPA filters to provide the CDC recommended air system for indoor dining.
- Install easy to sanitize flooring Adult Day Services
- Install hands free toilets, sinks, light switches, and automatic door openers.

Phase II – to be completed by January 15, 2021 - Enhances, modifies, and replaces service delivery

- Install all HSC systems and complete wiring for all computers and SMART TV– Requires ORR Systems to come on-site for installation.
- Install computer software to protect seniors and staff in social distancing Develop training plan for use of computers
- Develop activity plan for individuals unable to use computers
- Develop on-line use of the SMART TV programs

Phase III – to be completed by February 1, 2021—Enhances, modifies, and replaces the “old” way of providing service.

- Invite Terrace Assisted Living participants to ADS – (Positive COVID Residents may not attend until they are cleared.)
- Provide virtual links to SMART TV programs to community participants
- Check out computers for those individuals who do not have access to computers
- Develop Plan for sanitizing and documentation
- Develop Plan for Positive COVID Participants

Phase IV – to be completed by March 1, 2021—Meets CDC Safety requirements for safe re-opening.

- Open Adult Day Program to community participants
- Screening and/or verification of vaccination
- Assign one staff to each group of participants – Either Terrace or Community
- Train all participants with regard to safety protocols – wearing a mask, six foot distancing, washing hands

Homer Senior Citizens, Inc. Project Timeline

Phase I – to be completed by December 30, 2020. – Meets CDC Safety requirements for safe re-opening.

- Install ventilation systems coupled with HEPPA filters to provide the CDC recommended air system for indoor dining.
- Install easy to sanitize flooring in Administration, Adult Day Services, Activity room and hallways.
- Install hands free toilets, sinks, light switches, and automatic door openers.
- Install computer software to protect seniors and staff in social distancing.
- Purchase plexiglass table dividers.
- Replace steam tables to accommodate two entrée meals.
- Redesign congregate meal program dining hours to meet the needs of seniors, by receiving State and Board of Director approval to extend our dining hours into the dinner hour to accommodate more seniors.

Phase II – to be completed by February 28, 2021. –Enhances, modifies, and replaces the dining experience to increase service delivery

- Update kitchen equipment (stove and convection ovens) to allow multiple entrees to be cooked simultaneously.
- Update refrigerator and freezer to allow for additional storage of increased food supply.
- Update the mixer to provide large batches of ingredients.
- Purchase a vegetable steamer to accommodate vegan and additional vegetables for 2 entrees.
- Update the food processor to meet the needs of the Caesar Salad option.
- Update dishwasher to accommodate proper sterilization of dinnerware.
- Relocate the beverage station to a secure area for staff only use.
- Purchase a soft ice cream maker for an added delight.

Phase III – to be completed by February 28, 2021—Enhances, modifies, and replaces the “old” way of providing service.

- Update the menu to offer a six-week cycle for two entrees following the DASH Diet.
- Create a dinner menu which offers two entrees following the DASH Diet.
- Create a weekly menu for Vegan meals.
- Submit menu to registered dietician for approval.
- Submit new menus to State of Alaska for approval.

Phase IV – to be completed by March 1, 2021—Meets CDC Safety requirements for safe re-opening.

- Create a computer training program for seniors to make reservations via the internet.
- Install computers for sign-in registration.
- Update NAPIS data to include senior special identification and assign senior a “hands free” registration card. This card will allow them to sign up for activities, meals, transportation, and/or adult day services sign-in.

- Hire a staff member to train seniors on the use of the new technology and be available for questions.
- Hire a server for lunch and dinner.
- Bring back our furloughed dinner attendant for busing tables.
- Hire a part-time employee for busing tables in the evening.

Phase V – Re-opening Plan to be completed by January 31, 2020. Board Approval at their February 17, 2021 Board Meeting.

- Create a re-opening Plan with phases to watch and identify safety concerns from positive cases.
- Watch the daily case counts for positive cases on our Peninsula.
- Notify seniors if it is safe to attend or to receive a takeout meal.
- Open safely for dining following CDC Guidelines.

Homer Senior Citizens, Inc. Adult Day Services Project Timeline

Phase I – to be completed by December 30, 2020. – Meets CDC Safety requirements for safe re-opening.

- Install ventilation systems coupled with HEPPA filters to provide the CDC recommended air system for indoor dining.
- Install easy to sanitize flooring Adult Day Services
- Install hands free toilets, sinks, light switches, and automatic door openers.

Phase II – to be completed by January 15, 2021 - Enhances, modifies, and replaces service delivery

- Install all HSC systems and complete wiring for all computers and SMART TV– Requires ORR Systems to come on-site for installation.
- Install computer software to protect seniors and staff in social distancing Develop training plan for use of computers
- Develop activity plan for individuals unable to use computers
- Develop on-line use of the SMART TV programs

Phase III – to be completed by February 1, 2021—Enhances, modifies, and replaces the “old” way of providing service.

- Invite Terrace Assisted Living participants to ADS – (Positive COVID Residents may not attend until they are cleared.)
- Provide virtual links to SMART TV programs to community participants
- Check out computers for those individuals who do not have access to computers
- Develop Plan for sanitizing and documentation
- Develop Plan for Positive COVID Participants

Phase IV – to be completed by March 1, 2021—Meets CDC Safety requirements for safe re-opening.

- Open Adult Day Program to community participants
- Screening and/or verification of vaccination
- Assign one staff to each group of participants – Either Terrace or Community
- Train all participants with regard to safety protocols – wearing a mask, six foot distancing, washing hands



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Homer Senior Citizens, Inc.
Account: 100.62120.HOMSR.43011

Award Amount: \$132,884.
2020/2021 Senior Grant Program

Submit Report To:
 Brenda Ahlberg, Community & Fiscal Projects
 bahlberg@kpb.us
 Kenai Peninsula Borough
 144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report: 2
Start Date: 10/01/2020
End Date: 12/31/2020

FINAL REPORT IS DUE BEFORE 07/09/21

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 48,800.00	\$ 12,217.68	\$ 12,212.00	\$ 24,429.68	\$ 24,370.32
Supplies	\$84,084	\$ 21,235.11	\$ 23,848.78	\$ 45,083.89	\$ 39,000.11
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 132,884.00	33,452.79	\$ 36,060.78	\$ 69,513.57	\$ 63,370.43

Expenditures this period to be reimbursed >>> **\$ 36,060.78**

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	Southern Kenai Peninsula District	4510
Meals picked up at center	Southern Kenai Peninsula District	208
Transportation	Southern Kenai Peninsula District	

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Provided wages for Food Services Department. Meals were served to the senior population and Meals on Wheels program. We serve quality meals that are home cooked and do not use packaged materials.

Effective March 18th, in order to observe Social Distancing, we closed our dining room to the Congregate Meal program and made it Pick-Up Only. Participants call into the office in the morning and come pick their meal up at lunchtime. Our employees are masked and gloved when the meals are delivered to the participants. With dining room and kitchen remodeling almost completed to meet COVID19 guidelines, we anticipate opening the dining room to the public in March.

We served 208 meals in our Congregate Meal program, which includes community members that come to PickUp a daily lunch instead of eating in the dining room. We served 4,510 Home Delivered Meals, which includes the Meals on Wheels program, those who live in our Assisted Living Facility, and those served due to the inability to leave their homes because of COVID-19. Together we were able to serve 4,718 meals for the quarter.

Even though the facility is still closed to the public, we will still offer outings into the community, games, and arts & crafts to our resident seniors. We have reworked the activities to observe social distancing while still taking care of their individual and social needs. Snacks are provided on the outings and with other senior activities.



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

Grantee Certification: *I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.*

Signature: Keren L. Kelley, MPA,
LNHA Digitally signed by Keren L. Kelley, MPA, LNHA
DN: cn=Keren L. Kelley, MPA, LNHA, o=Alaska Service
Center, postalCode=99669, email=kelley@alaska.com, ou=US
Date: 2021.01.11 16:15:09 -0900 Date: _____

Printed Name and Title: Keren L Kelley, MPA, LNHA Executive Director

Homer Senior Citizens, Inc.
 Expanded General Ledger - Unposted Transactions Included In Report
 From 10/1/2020 Through 12/31/2020

**Homer Senior
 Citizens**

Expenses
 Effective Date

Name

10/01 - 12/31/2020

PETERKIN DISTRIBUTORS, INC

\$ 5,236.63

10/01 - 12/31/2020

SYSCO

\$ 18,612.15

TOTAL EXPENSES

\$ 23,848.78

Payroll

10/9/2020

Payroll

\$ 7,335.68

10/23/2020

Payroll

\$ 4,876.32

\$ 12,212.00

TOTAL

REQUESTED

\$ 36,060.78

Agency Summary Report

Service Period: From 10/1/2020 to 12/31/2020

1/11/2021

- HSC - Monthly Agency Summary

	* Consumers/ Consumer Groups	Units
Agency: SDS Grants		
Service: MW Home Delivered Meals		
Subservice: (No Subservice)		
Subtotal for Subservice:	4 / 0	188.00
Subtotal for Service:	4 / 0	188.00
Service: NTS Congregate Meals		
Subservice: (No Subservice)		
Subtotal for Subservice:	6 / 0	208.00
Subtotal for Service:	6 / 0	208.00
Service: NTS Home Delivered Meals		
Subservice: COVID Home Delivered Meals		
Subtotal for Subservice:	50 / 0	761.00
Subservice: HD MEALS COMMUNITY		
Subtotal for Subservice:	24 / 0	1,172.00
Subservice: HDM AL/RF		
Subtotal for Subservice:	24 / 0	2,024.00
Subtotal for Service:	96 / 0	3,957.00
Service: Other Contracted Meals		
Subservice: (No Subservice)		
Subtotal for Subservice:	3 / 0	365.00
Subtotal for Service:	3 / 0	365.00
Service: Other Employee Meals		
Subservice: (No Subservice)		
Subtotal for Subservice:	44 / 0	2,042.00
Subtotal for Service:	44 / 0	2,042.00
Total For Agency:	147 / 0	6,760.00
Grand Total:	147 / 0	6,760.00

* Consumer counts are distinct over group totals. Grand Total represents the distinct count of consumers served.



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Kenai Senior Citizens
Account: 100.62130.KENSR.43011

Award Amount: \$169,221
2020/2021 Senior Grant Program

Submit Report To:
 Brenda Ahlberg, Community & Fiscal Projects
 bahlberg@kpb.us
 Kenai Peninsula Borough
 144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:
Start Date: 10/01/2020
End Date: 12/31/2020

FINAL REPORT IS DUE BEFORE 07/09/21

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 96,456.00	\$ 96,456.00	\$ -	\$ 96,456.00	\$ -
Contractual Services	\$ 28,623.69	\$ 28,623.69	\$ -	\$ 28,623.69	\$ -
Supplies	\$ 44,141.31	\$ 44,141.31	\$ -	\$ 44,141.31	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 169,221.00	169,221.00	\$ -	\$ 169,221.00	\$ -
Expenditures this period to be reimbursed >>>					\$ -

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	PLEASE SEE ATTACHMENT	
Meals picked up at center		
Transportation		

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Attached

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Paul Ostrander Date: 1/14/2021

Printed Name and Title: Paul Ostrander, City Manager

Kenai Senior Services
Borough Quarterly Progress Report
2nd Quarter Ending December 31, 2020

There is light at the end of the tunnel! As the rumors and new information regarding the COVID vaccine began to surface, it seemed to be the awakening of hope our seniors needed. The phones have been ringing with questions about when we open and where people can get their shots. As the State of Alaska works through the rigorous task of moving through the vaccination stream, we stand ready to help our seniors get the **correct** information. One of the challenges we see working through this are those individuals who do not have an email address, much less a computer. As our world becomes more electronically automated, it leaves behind an age group who struggle with anything from refilling their prescription to signing up for a COVID vaccination. Our senior centers remain a vital part in the lives of our senior population as we help those in need through these difficult modifications.

This last quarter was filled with providing home and pick-up meals, answering all types of questions, and working through COVID grants. We have been fortunate with these grants as they have helped provide not only the extra food and supplies, but also the ability to mitigate changes to our operations and facility when we reach the point where it is safe to open. These grants allowed us to purchase or upgrade the following:

- Meal trays - for preparing hot and frozen meals.
- Frozen prepared meals. We have kept two to three weeks for frozen meals in stock in preparation of an emergency shut down.
- PPE and sanitizing materials.
- Food – restocking meat and canned goods.
- Shelf stable food box supplies - complete with canned fish or other protein, nuts and dried fruits, canned juices, granola bars and game/puzzle books.
- Additional thermal meal delivery bags.
- Dining Room tables refurbished to allow for non-table covering dining.
- Touchless faucets and soap dispensers.
- Disposable utensils, cups, plates, and bowls for reopening.
- Card Room/Library remodel to allow for better accessibility and safe distancing.
- Napkin dispensers and napkins for each table.
- Electrostatic handheld sprayer with cleaner.
- Signage for masks and social distancing guidelines.
- Digital touchless thermometer.
- Webcams for offices and computer lab.

During the first week of November, Soldotna Senior Center was closed for a short time due to COVID-19. We were able to provide the home meals while employees from local area service agencies participated in delivery to Soldotna's senior population. This was a wonderful collaboration for the benefit of the clients all of us serve.

The holidays have always been a special time around the Senior Center and while we remained closed to the public, there was still some good old-fashioned Christmas cheer for our seniors. All of those who receive home meals were treated to a Christmas Bag full of goodies, primarily sponsored by the Kenai Senior Connection, Inc. with additional items from Peninsula Community Health Services and Hilcorp Alaska. It was a bright spot in the lives of so many as 2020 ended.

Training opportunities throughout this quarter were entirely spent on COVID-19, the vaccine and how to prepare.

During October – December, we served 9,084 home delivered meals, 559 pick-up meals, and provided 24 shopping assistances. The Director or the Administrative Assistant participated via Zoom in one Council on Aging meeting, six City of Kenai Department Head meetings, three Senior Center staff meetings, three State of Alaska NTS Teleconferences, and three Alaska Project ECHO teleconferencing meetings regarding the COVID-19 vaccine. This is the time of year for Senior Benefits renewals, Medicare Part D Open Enrollment, Heating Assistance Applications and CSFP Food Box Renewals. While we were closed and unable to have face-to-face appointments with most of our seniors, zoom meetings and telephone conferencing allowing us to help over 100 individuals!

Our mission statement: *To serve as a community focal point for senior services where adults 60+ come together for fellowship and program participation, to engage in opportunities for dignity and personal growth, **to improve and enrich their quality of life, to support the needs of older individuals, to enhance their independence, and to broaden their involvement within the community.***

As COVID-19 continued on much longer than any of us expected, it has been interesting to see the challenges and how our team has approached these issues. We were no longer able to provide some of the very basics of our mission statement – a community focal point for coming together or enhancing the senior's involvement within the community. Each of us found ourselves working "outside of our box", covering for and supporting each other to maintain the task at hand, providing and supporting our aging population. We found new ways to stay in touch with our clients even when it meant meal drivers had to socially distance, which meant unable to reach out and give those much-needed hugs. Long days of delivering meals in dark, cold, and icy conditions and then turning around and doing it all over the next day, because you realize you are making a difference in people's lives in spite of what is happening in the world around us. Our cooks making hundreds of meals day after day, all the while working to ensure they consistently put out their best efforts and stay within budget.

We as a staff, as a team are so much stronger and are a better unit for it. We look forward to the day when masks and hand sanitizer aren't a part of our every waking minutes, when we can greet happy seniors as they come through our doors again, and we sit face-to-face with them as they relay their everyday lives to us and the challenges of getting older. Thank you to the Kenai Peninsula Borough for your continued support with our program.

Type of Service	Census District Precinct (CDP)	Number of Individuals
Home Delivered Meals	Funny River	3
	Kalifornsky West	31
	Kasilof (East of Sterling Highway)	5
	Kasilof (West of Sterling Highway)	4
	Kenai	121
	Ridgeway	6
	Nikiski	5
	Salamatof	4
	Soldotna	53
	Sterling Highway South West	1
Pickup Meals (at Center)	Kenai	25
	Kalifornsky West	3
	Nikiski	4
	Salamatof	6
	Soldotna	6
Information and Assistance	Funny River	2
	Kalifornsky West	34
	Kasilof (East of Sterling Highway)	5
	Kasilof (West of Sterling Highway)	5
	Kenai	154
	Ridgeway	6
	Nikiski	13
	Salamatof	4
	Soldotna	47
	Sterling Highway South West	1
Shopping Assistance	Kenai	6



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Nikiski Senior Center
Account: 280.63190

Award Amount: \$52,981
2020/2021 Senior Grant Program

Submit Report To:
 Brenda Ahlberg, Community & Fiscal Projects
 bahlberg@kpb.us
 Kenai Peninsula Borough
 144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:
Start Date: October 1, 2020
End Date: December 31, 2020

FINAL REPORT IS DUE BEFORE 07/09/21

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Personnel	\$ 52,981.00	\$ 13,245.28	\$ 13,245.24	\$ 26,490.52	\$ 26,490.48
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 52,981.00	13,245.28	\$ 13,245.24	\$ 26,490.52	\$ 26,490.48

Expenditures this period to be reimbursed >>> \$ 13,245.24

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	1,281	1,157
Meals picked up at center	993	993
Transportation		

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Due to the Corona Virus shutdown of senior centers, by the governor, we are not able to open. We still have administrative payroll that this grant covers. We currently have two administrative personnel to keep the building open for meals on wheels (MOW) and take-out meals. We are hoping to open the center soon with the introduction of Covid-19 vaccine becoming available to seniors over 65 years of age.

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: *Sue Tauriainen* Date: 01/07/21

Printed Name and Title: Sue Tauriainen – Finance Director



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Ninilchik Senior Citizens
Account: 100.62140.NINSR.43011

Award Amount: \$30,159
2020/2021 Senior Grant Program

Submit Report To:
 Brenda Ahlberg, Community & Fiscal Projects
 bahlberg@kpb.us
 Kenai Peninsula Borough
 144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:
Start Date: 10/01/20
End Date: 12/31/20

FINAL REPORT IS DUE BEFORE 07/09/21

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$30,159	\$ -	\$ 19,000.00	\$ 19,000.00	\$ 11,159.00
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 30,159.00	-	\$ 19,000.00	\$ 19,000.00	\$ 11,159.00

Expenditures this period to be reimbursed >>> \$ 19,000.00

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	Kasilof/ Clam Gulch/ Ninilchik/ Happy Valley Mile 106-144	25
Meals picked up at center	Kasilof/ Clam Gulch/ Ninilchik/ Happy Valley Mile 106-144	72
Congregate meals provided at center	Kasilof/ Clam Gulch/ Ninilchik/ Happy Valley Mile 106-144	63
Transportation	Kasilof/ Clam Gulch/ Ninilchik/ Happy Valley Mile 106-144	9

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

FY21 Q2 overall was a good quarter for us. We saw the number of meals overall increase a little over 10% when compared to the FY20 Q2 numbers with 3,045 total meals served this year compared to 2,748 meals served during this same quarter last year. What is interesting when comparing this year to last is the significant increase in home delivered meals we've seen. Of the total meals served in FY21 Q2, 1,145 of them were home delivered meals compared to 767 home delivered meals during this quarter of FY20. We may see that number decrease in the coming quarters as we've lost several recipients over the quarter for one reason or another but one thing that hasn't changed is the ability for many seniors to be able to pay for those meals. Of the 25 individuals served through our home delivered meal program, only 7 of them are able to donate money towards their meals with an additional 2 being paid through Medicaid which leaves over ½ of our recipients not able to donate any monies at all. Not sure how this trend can be reversed but it shows us just how much struggle goes on in many of our senior's lives when it comes to paying for basic living needs. The pandemic continues to dominate most of our senior's lives, with many of

title and page number insert

them still afraid to go out in public very often. We opened our doors back up to congregate dining in September of 2020 only to shut down again in November due to high COVID numbers. We did open again after Thanksgiving and remained open in December. Of those choosing the center for their midday meal, the amount coming in for congregate dining is slightly less than those that choose to pick up their meals which supports the fact that the pandemic is still a major concern. Hopefully the vaccine will change that and things can return back to "normal", or whatever "normal" will look like now. At this time, the center is only open for congregate dining with mitigation strategies in place. We are not open at this time for any activities. Thank you for your continued support of our seniors through this grant. It is appreciated by many!

Grantee Certification: *I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.*

Signature: Julie Otto Date: 1/8/21

Printed Name and Title: Julie Otto, Executive Director



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Seldovia Senior Center
Account: 100.62160.SELSR.43011

Award Amount: \$10,770
2020/2021 Senior Grant Program

Submit Report To:
 Brenda Ahlberg, Community & Fiscal Projects
 bahlberg@kpb.us
 Kenai Peninsula Borough
 144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:
Start Date: October 1, 2020
End Date: December 31, 2020

FINAL REPORT IS DUE BEFORE 07/09/21

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Supplies	\$ 10,770.00	\$ 2,231.23	\$ 6,058.44	\$ 8,289.67	\$ 2,480.33
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 10,770.00	2,231.23	\$ 6,058.44	\$ 8,289.67	\$ 2,480.33

Expenditures this period to be reimbursed >>>

\$ 6,058.44

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered		4 people, 86 meals
Meals picked up at center		27 people, 474 meals
Transportation		

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

We continue to serve noon meals on Mondays, Wednesdays and Fridays. All meals are either delivered or picked up; at this time we have no set schedule for returning to congregate dining given the vulnerable population we serve. In total we served 560 meals to 31 different individuals. We continue to purchase most of our food through SYSCO and to supplement locally as needed. Ferry service was limited to two (and sometimes one) boat/month the last quarter of 2020; we will not have any ferry service this quarter so will be relying entirely on groceries that are flown in. In addition to food, we did purchase some kitchen supplies, such as utensils and baking pans, to replace items that were becoming worn out or, in some cases, personal items that staff had brought in to use.

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Date: 1.15.21

Printed Name and Title: RACHEL FRIEDLANDER, CITY MANAGER



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Seward Senior Citizens, Inc.
Account: 100.62160.SELSR.43011

Award Amount: \$47,238
2020/2021 Senior Grant Program

Submit Report To:
Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:
Start Date: October 1st, 2020 (2nd Qtr Report)
End Date: December 31st, 2020

FINAL REPORT IS DUE BEFORE 07/09/21

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Personnel	\$ 47,238.00	\$ 6,838.82	\$ 13,466.40	\$ 20,305.22	\$ 26,932.78
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 47,238.00	6,838.82	\$ 13,466.40	\$ 20,305.22	\$ 26,932.78

Expenditures this period to be reimbursed >>>

\$ 13,466.40

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	2977	52
Meals picked up at center	1440	18
Transportation	Not offered at this time.	0

Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Currently we are allowing one on one appointments in the facility, at times when no volunteers are here in food service. Social Security enrollment for 5 seniors and one widow; medicare, part D plan enrollment for 16 seniors; distributed/delivered food boxes monthly; delivered holiday goody bags with \$50 safeway gift card, a partnership with Royal Caribbean Cruises.

The dining room area is blocked off, another level of protection of food staff and volunteers.

Unfortunately, we had two clients who were placed under state guardianship due to inability for family support or the lack of independent living skills to live safely alone.

Staff turnover due to school closures, so spent October training two new staff members.

Staff anxiety due to covid has been challenging over the past three months, with the spike in Seward cases, creating missed work. Didn't see that coming!

Will be challenged in creating new policies for visitors when we can re-open our facility in a congregate fashion, And we will all be prepared when this day arises hopefully sooner than later.

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: MARK KIMMANCE Date: 1-14-2021

KENAI PENINSULA BOROUGH
Community & Fiscal Projects

MEMORANDIUM

TO: Charlie Pierce, Mayor
FROM: Brenda Ahlberg, Community & Fiscal Projects Manager
DATE: January 20, 2021
SUBJECT: FY21-2Q Economic Development Grant Reports

Attached are the grant reports for the following entities:

KPEDD – Kenai Peninsula Economic Development District

KPTMC – Kenai Peninsula Tourism Marketing Council

SBDC – Small Business Development Center



KENAI PENINSULA BOROUGH

144 North Binkley Street • Soldotna, Alaska 99669-7599
PHONE: (907) 714-2153 • FAX: (907) 714-2377
EMAIL: bahlberg@kpb.us

FROM: KPEDD
KPB ACCOUNT: 100.94900.KPEDD.43009

Contract Amount: \$100,000
Ending: June 30, 2021

Financial / Progress Report

Submit Report To: Brenda Ahlberg Community & Fiscal Projects Manager Kenai Peninsula Borough 144 N. Binkley St., Soldotna, AK 99669	Project Name: Non-Areawide KPB Economic Development Date: 12/22/2020 Report No.: 2 of 4 Quarter From: 10/01/20 To: 12/31/20
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FINANCIAL REPORT: FINAL REPORT DUE ON OR BEFORE 07/09/21

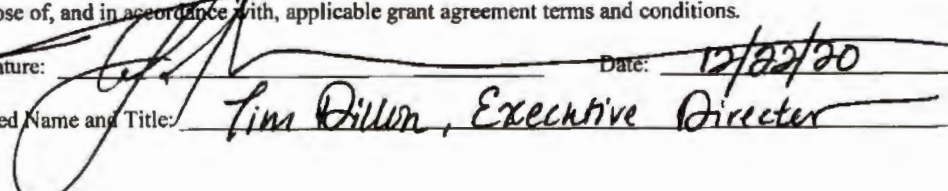
Cost Category	Authorized Budget	Expenditures from Last Report	Expenditures This Period	Total Expenditures to Date	Balance of Funds
Personnel	100,000	25,000.00	25,000.00	50,000.00	\$ 50,000.00
		-		-	\$ -
TOTALS	\$ 100,000.00	25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00
Payment Request					\$ 25,000.00

PROGRESS REPORT: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

KPEDD accomplished the following deliverables during the second quarter of fiscal year 2021:

- Kicked off the 2021 Comprehensive Economic Development Strategy
- Hosted the first Board Retreat on October 1st & 2nd to develop the CEDS and review KPEDD strategies
- Video layout structure began on developing a manufacturer resource informational video
- Final Census partnership closeout discussion with US Census Director, Dr. Dillingham
- Assisted the Denali Borough to establish an Economic Development Organization for their region
- Advised the six incorporated cities in municipal relief funding disbursement options
- Continued seeking funding options for the Alaska Fish Nutrition project
- Worked with the Borough Attorney to discuss resiliency concepts for the region
- Assisted more than 90 businesses through the Alaska Cares Act application appeal process
- As of 12/10/20 KPEDD has assisted 1,041 businesses to receive \$49,692,653.94 in AK CARES state grants

Grantee Certification: I certify that the above information is true and correct, and that expenditures have been made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature:  Date: 12/22/20

Printed Name and Title: Tim Dillon, Executive Director



KENAI PENINSULA BOROUGH

144 North Binkley Street • Soldotna, Alaska 99669-7599

PHONE: (907) 714-2153 • FAX: (907) 714-2377

EMAIL: bahlberg@kpb.us

FROM: KPTMC

KPB ACCOUNT: 100.94900.KPTMC.43021

Contract Amount: \$60,000

Ending: June 30, 2021

Financial / Progress Report

Submit Report To:

Brenda Ahlberg

Community & Fiscal Projects Manager

Kenai Peninsula Borough

144 N. Binkley St., Soldotna, AK 99669

Project Name: Tourism Marketing/Peninsula Promotion

Date: January 12, 2021

Report No.: 2

Quarter From: October 1, 2020

To: December 31, 2020

FINANCIAL REPORT: FINAL REPORT DUE ON OR BEFORE JULY 09, 2021

Cost Category	Authorized Budget	Expenditures from Last Report	Expenditures This Period	Total Expenditures to Date	Balance of Funds
Personnel	\$ 2,700.00	\$ -	\$ 970.08	\$ 970.08	\$ 1,729.92
Adv/Marketing	\$ 57,300.00	\$ -	\$ 11,302.40	\$ 11,302.40	\$ 45,997.60
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 57,300.00	\$ -	\$ 12,272.48	\$ 12,272.48	\$ 47,727.52

Payment Request	\$ 12,272.48
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PROGRESS REPORT: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Progress Report Attached

Grantee Certification: I certify that the above information is true and correct, and that expenditures have been made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Debbie Speakman

Date: January 12, 2021

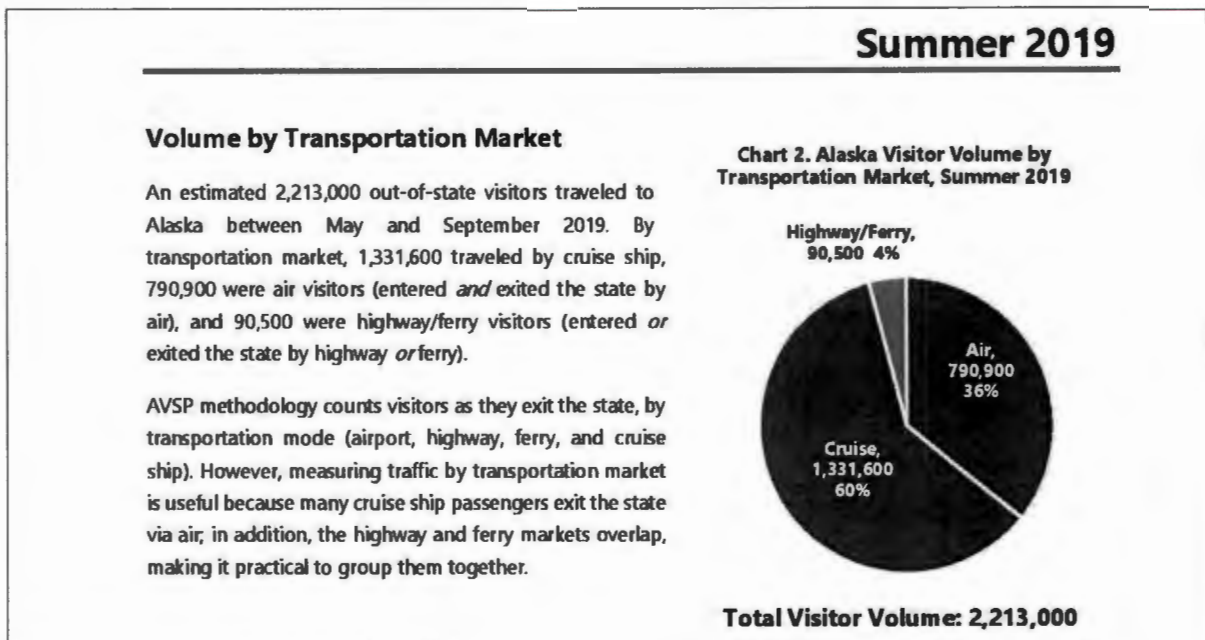
Printed Name and Title: Debbie Speakman, Executive Director



Kenai Peninsula Tourism Marketing Council (KPTMC) KPB FY21 2nd Quarter Progress Report

Industry Hurdles

Before COVID- 19, Alaska was set up for a record breaking 6% growth in 2020, with a forecasted 2.26 million visitors. While over half of Alaska’s visitors in 2019 came by cruise ship, 790,900 travelers arrived by air (entered and exited the State by air) and 90,500 were highway/ferry visitors. (Alaska Visitor Volume, winter 2018-19 and summer 2019, McDowell Group). These independent travelers who arrive by air and highway/ferry make up the majority of Kenai Peninsula visitors, and the ones KPTMC targets.



2019 was the fifth consecutive summer of growth, and the largest single-year growth in the last decade. Seward saw 237,900 cruise ship passengers (97 port of calls) while Homer saw 14,800 (13 port of calls). The Peninsula did not fare as well as projected due to the Swan Lake Fire which impacted travel for locals and independent travelers alike. The Kenai Peninsula hospitality industry counted on a strong 2020 to recover from 2019’s losses.

Between the 2019 fire and COVID-19, Peninsula tourism businesses have faced nearly 18 months of lost revenue. Visitors that would have come from the lower 48 faced Alaska Airlines dropping a number of regular flights, Canada limiting all non-essential border crossings, and the State’s travel mandates that changed weekly. The Peninsula saw Ravn Air shut down and go into bankruptcy limiting regional flights.

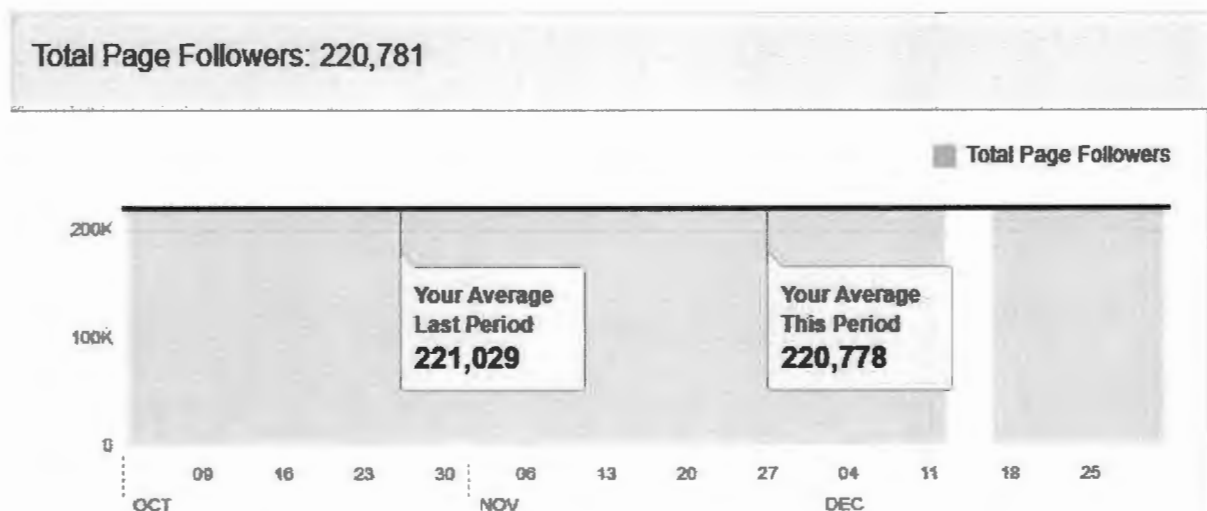
The Port in Seward lost cruise travel when the Port of Seattle suspended all cruise travel and Canada closed all ports.

Bright spots for the Kenai Peninsula were Alaskans who got to spend a spring and summer in a world-class tourism destination – without the tourists. KPTMC, working with KPB’s Administration came out early inviting Alaskans to the Peninsula, which was “Open for Business”. Other destinations in Alaska followed suit. Alaskans benefitted from “Local Rates” and having last minute road system access.

Current 2021 Hurdles

KPTMC is a membership run organization, many of our members are still questioning if they will be able to survive two summers of lost revenue. Membership dues, marketing program buy-ins and our partnership with the Borough is how KPTMC run marketing campaigns. The best return on investment has been through social media marketing and, up until this summer, we saw tremendous reach from those campaigns. Starting early in 2020 all media sources were 100% taken up with elections and COVID-19. Social media has been increasingly caustic and many of our followers pulled away from it. Website traffic and social media engagement tanked all travel related pages across the industry. Starting mid-November KPTMC saw engagement on our social media increase as election coverage lessened and a vaccine was on the horizon. Engagement has continued to grow as have requests for information and Discovery Guides.

For the 2nd quarter, boosted posts and ads run on Facebook and Instagram have performed well, although not at last year’s volume. The Kenai, Alaska’s Playground has 220,778 Facebook followers and 14.9 thousand Instagram followers. Only Travel Alaska and Explore Fairbanks have a larger audience with 464,374 and 306,415, followers respectfully. Strong late 1st and 2nd quarter analytics showed travelers desire to get out as well as the effectiveness of the campaigns.



Facebook: The Kenai, Alaska's Playground's page ranks sixth with similar pages

Pages to Watch Create Post

Compare the performance of your Page and posts with similar Pages on Facebook.

Add Pages Reactions, Comments & Shares


Page	Total Page Likes	From Last Week	Posts This Week	Engagement This Week
1 Alaska Airlines	1.7m	0%	5	85.7K
2 The Alaska Life	827.4K	0%	70	261.9K
3 Travel Alaska	471K	0%	5	21.4K
4 I Love Alaska	414.9K	0%	13	32.6K
5 Alaska Magazine	376.3K	0%	15	25.4K
YOU 6 The Kenai, Alaska's Play...	206.5K	▲0.1%	6	15.4K

The Kenai, Alaska's Playground Facebook & Instagram Ads

Ad Preview

The Kenai, Alaska's Playground
December 7 at 6:00 PM · 🌐

#TheKenai is the perfect place to get outside and play while staying safe! There is so much adventure and room to roam, come see why we are #AlaskaPlayground >>> <https://kenaipeninsula.org/>
PC: @steph.l.n.a.k (instagram user)



👁️👤👍👎🗨️👉👈👉👈👉👈👉👈 Stye Roque Hostetler and 742 others 15 Comments 50 Shares

Performance
\$75.00 spent over 5 days.

Post Engagements 7,165

781 Cost Per Post Engagement \$0.10

Activity

Post Engagement 781

Post Reactions 683

Post Shares 20

Link Clicks 9

[See All](#)

The Kenai, Alaska's Playground
 Published by Later · December 21 at 4:10 PM · 🌐

Wishing everyone a very happy winter solstice from #TheKenai.
 PC: @alaskanphotography_507 (Instagram user)



Performance
 \$49.67 spent over 4 days.

Post Engagements	Reach	5,136
860	Cost Per Post Engagement	🇺🇸\$0.06

Activity

- Post Engagement: 860
- Post Reactions: 728
- Post Shares: 72
- Post Comments: 17

The Kenai, Alaska's Playground
 December 5, 2020 at 11:01 AM · 🌐

Anyone else experiencing #wanderlust lately? Come #WanderTheKenai
 >>> <https://kenaipeninsula.org/>



👍❤️👍 908 16 Comments 114 Shares

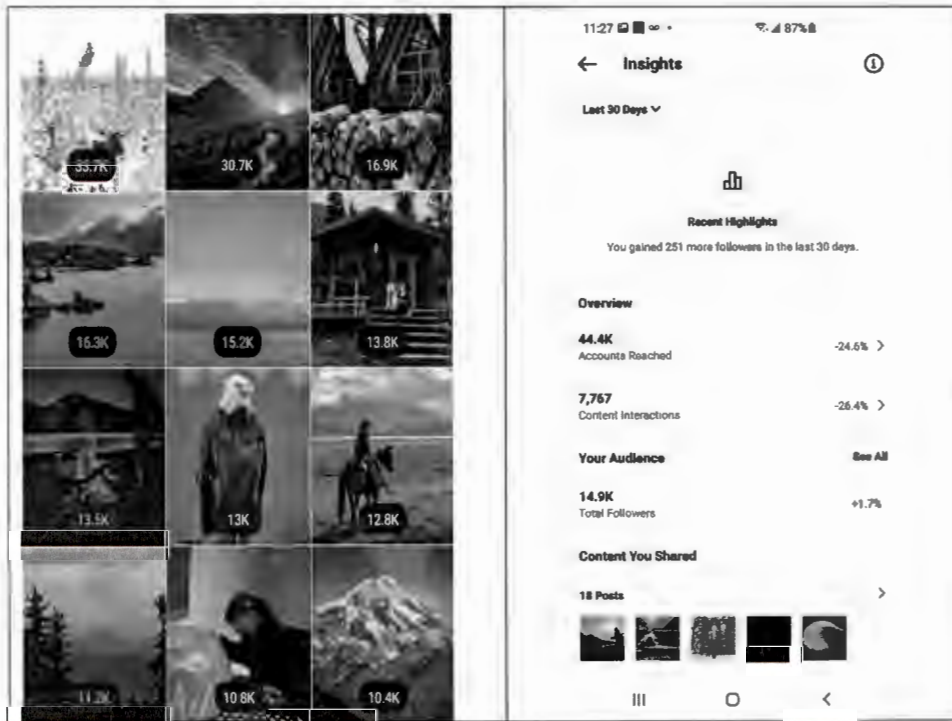
Performance
 \$100.00 spent over 5 days.

Post Engagements	Reach	10,744
1,186	Cost Per Post Engagement	🇺🇸\$0.08

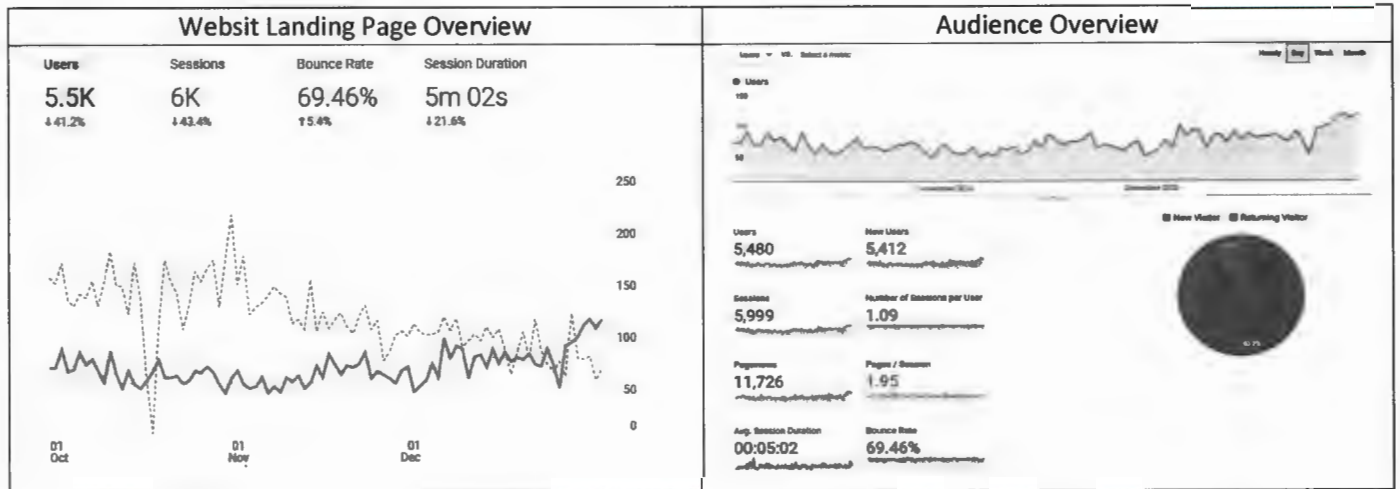
Activity

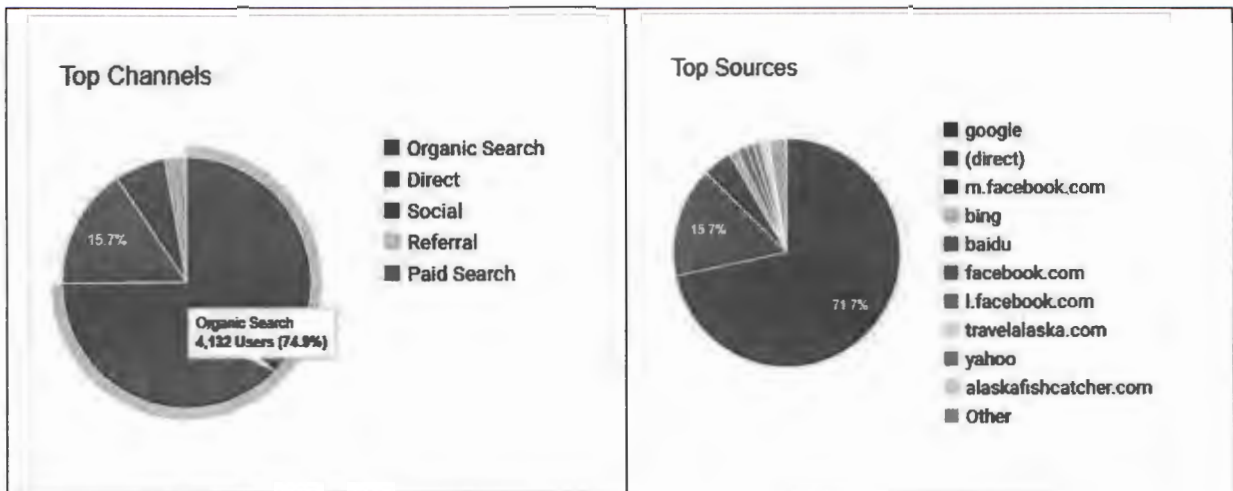
- Post Engagement: 1186
- Post Reactions: 1041
- Post Shares: 70
- Link Clicks: 21
- Post Comments: 11

Instagram Incites



www.KenaiPeninsula.org_analytics





Looking forward: Early Spring & Summer 2021:

Changing travel trends are favorable for Kenai Peninsula’s tourism and hospitality industry. Alaskans fell back in love with, or discovered the Peninsula for the first time in 2020, and plan to return. There has been a shift in traveler’s behavior and the below are trending characteristics that our future campaigns will focus on.

- Rural Travel (“The 50 Best Places to Travel in 2021” Travel & Leisure, December 18, 2020, <https://www.travelandleisure.com/trip-ideas/best-places-to-travel-in-2021>)

1. Alaska’s Coast



Cruise lines and local officials express muted optimism about 2021, which may be the best year to see Alaska given that cruise ships are unlikely to sail full and coastal towns won’t have their typical crowds. Skip the civilization part: Vast national parks such as Glacier Bay, Misty Fjords and Kenai Fjords are best reached by boat.

- Road Trips (“2021 Travel Forecast: The ‘Vaxication’ and other Trends”, Travel Pulse, December 16, 2020 <https://www.travelpulse.com/news/features/2021-travel-forecast-the-vaxication-and-other-trends.html>) (“10 Travel Trends for 2021” CN Traveler, December 6, 2020, <https://www.cntraveller.com/gallery/10-travel-trends-for-2021>)



Road trips will continue to be popular in 2021. They were the most popular type of travel this year and that will continue into the next year as many travelers escape in a socially distance way.

There has been a 166% year-on-year increase in RV rentals. With travel restrictions forcing people to take domestic holidays, traveling by road is the obvious choice in the viral age, as being in your own vehicle provides the most security.

- Meaningful travel (“The top travel trends we’re predicting for 2021”, Amy Bonifas, Six-Two, <https://www.contiki.com/six-two/top-travel-trends-2021/>)



There is a hunger for more meaningful travel experiences – experiences that truly get to grips with other cultures, support local communities during hard times and bring all these places that have been denied for us to life.

Travel experts have coined the term ‘philantourism’, which is the act of choosing a holiday in order to support the destination. “Knowledge has become the new currency and being a force for good when traveling has become the new souvenir” say experts at Booking.com

- Flexibility (“Six Major 2021 Travel Trends Show Transforming Effects of COVID-19”, Lea Lane, Forbes, <https://www.forbes.com/sites/lealane/2020/11/19/six-major-2021-travel-trends-show-transforming-effects-of-covid-19/?sh=48bdfecd1d3b>)



More Last-Minute Trips: When it comes to flexibility, more travelers are booking spontaneous last-minute trips. The average number of days between booking to check-in is now 50 days, down 37.5% from average lead time pre-pandemic.

With fewer tourists from out-of-States Alaskans have had more luxury to book last minute. Being on the road system and accessible has made the Peninsula a destination that they can return to several times a year.

- Eco-tourism (“The Hottest Travel Trends for 2021”, Rachel Miller, Travel Pirates, https://www.travelpirates.com/other/hottest-travel-trends-for-2021_13397)



The best ways to stay green in 2021 is through ecotourism. It’s traveling sustainably to natural areas that focus on conserving the environment and local inhabitants.

For those of you who are looking to get away from the crowds and become one with nature, there is no better time to explore the natural world outside your front door.

Eco-Tourism includes culinary travel, exploring hard to reach and out of the way destinations and wellness travel.

Alaskans came through for the Kenai Peninsula during the pandemic and reaching our neighbors will continue to provide greater return on investment.

- Mid-December through early-January post cards were mailed to households in Anchorage and the Mat-Su valley thanking them for supporting the Kenai Peninsula and inviting them back.
- Content on KenaiPeninsula.org is continually updated promoting “Alaskan Specials”, upcoming events and out of the way adventures.
- Creating promotions with Anchorage Daily News promoting winter and spring visits to the Peninsula.
- Creating promotions with iHeart Radio to amplify our winter and spring visits.

Messaging that the Peninsula is “open for business” has been important and we have continued to see visitors in the off season while Anchorage is locked down again.

Reaching Beyond Alaska

For the third quarter of FY21, KPTMC is taking advantage of the traditional “Wave Season” when travelers research and book their Alaskan cruises to promote the Kenai Peninsula’s wide open spaces. Profile and banner ad are up on TravelAlaska.com which has consistently been the top referral to KenaiPeninsula.org. Visit Anchorage will be launching their new website in March where we will also have a display ad. Both Travel Alaska and Visit Anchorage are how we economically reach visitors from out of State.

THE KENAI, ALASKA'S PLAYGROUND

MANAGE

ALASKA'S
THE KENAI
PLAYGROUND

Alaska's Kenai Peninsula extends 150 miles (240 km) southwest from the Chugach Mountains south of Anchorage. It is separated from the mainland on the west by the Cook Inlet and on the east by Prince William Sound. Most of the Kenai Peninsula is part of the Kenai Peninsula Borough. Most Kenai Peninsula visitors arrive in Anchorage and journey south via either the Seward Highway or the Alaska Railroad. As you arrive onto the Kenai Peninsula, you pass the turn off to the small town of Hope. Further along you will see the junction of the Seward Highway, which heads to the communities of Moose Pass and coastal Seward, Alaska and the Sterling Highway, which heads east. Come visit The Kenai, Alaska's Playground!

Referral analytics from TravelAlaska.com for December 2020

December 2020	4,211	13
English	2,168	13
German	374	0
Japanese	413	0
Chinese	282	0
Spanish	608	0
App	25	0
Korean	366	0

Strengths of Kenai Peninsula Tourism Marketing Council



- Strong brand recognition
- Managed website that represents all Kenai Peninsula Communities
- Partnership with incorporated community visitor centers
- Social media channels with large fan base and consistent engagement
- Full time staff who manage assets and
 - Participate in Statewide promotion initiatives
 - Provide support and partnerships with industry businesses on the Peninsula
 - Act as liaisons and insure the Peninsula is represented by Statewide organizations
 - Interact with travel media and publications
 - Engage with potential visitors through email, phone calls and creating and distributing Kenai Peninsula's Discovery Guide and Passport to the Kenai

Board comprised of industry leaders

Eastern Region

Dale Bagley
Redoubt Realty

Central Region

Mike Flores
Ninilchik Charters, Seward
Fishing Club, Alyeska Farms

Southern Region

Vacant

Incorporated Community Representatives

Jason Bickling
Seward Chamber of
Commerce

Shanon Davis
Soldotna Chamber of
Commerce

Brittany Brown
Kenai Chamber of
Commerce

Brad Anderson
Homer Chamber of
Commerce

Borough Wide Representatives

Carol Fraser
Aspen Hotels

Travis Taylor
Premier Tours

Lane Chesley
Kenai Peninsula Borough
Assembly



**Alaska Small Business
Development Center**

UAA BUSINESS ENTERPRISE INSTITUTE

Kenai Peninsula

**Alaska Small Business Development Center
1901 Bragaw St., Ste. 199
Anchorage, AK 99508
(907) 786-7201**

FY 2021

Second Quarter Report

October 1, 2020 through December 31, 2020

Note from the Center Director: Cliff Cochran, Kenai Peninsula Center

The Kenai Peninsula Center for the Alaska SBDC completed its second quarter of FY 2021, this time providing assistance to businesses in need of COVID-19 relief and others looking forward to a revived economy. We are not out of this yet, but are working closely with entrepreneurs anticipating better days in the coming year. While COVID-19 support was again the top topic for the quarter, other areas of advising, such as startup assistance, have increased since last quarter, which is encouraging.

During the second quarter, the SBDC continued to provide strong support for business owners across the Kenai Peninsula, as we navigate the economic fallout caused by the COVID-19 pandemic. We had a decrease in advising hours this quarter, compared to previous second quarters, due to COVID-19 relief programs ending and businesses left waiting for the next round of stimulus. With the new stimulus bill signed into law on December 27, the SBDC has noted a sharp increase in advising hours. We anticipate the third quarter to be nearly the same as last year's record third quarter. The value of excellent advice has been something business owners across the peninsula have come to appreciate about the SBDC. Our popularity has grown significantly since March, and with a new business advisor in Homer, we're looking forward to a busy spring.

In addition to business advising, the Alaska SBDC has maintained an online [COVID-19 Resource Center](#), where business owners can find the latest updates for CARES Act programs and more. During the second quarter, the Alaska SBDC continued hosting the series of free webinars with the latest updates on COVID-19 relief programs for small businesses in Alaska. We were joined by the SBA, The Foraker Group, the State of Alaska, and others to answer questions asked by participants live. Special guests have included the SBA Office of Disaster Assistance, the Alaska Unemployment Office, the Alaska Department of Commerce, Community, and Economic Development, the IRS, as well as many more. We will continue to offer these webinars for the foreseeable future.

In addition to COVID-19 material, the Alaska SBDC offered dozens of webinars on a wide array of subjects and harnessed both in-house expertise and professional adjuncts. During the quarter, the SBDC Workshop Program focused more intentionally on developing and deploying on-demand workshops, offering over 50 this quarter. These on-demand topics include, but are not limited to LLCs in Alaska, Engaging Social Media, Developing a Marketing Strategy, How to Get a Business License, and many more.

We are actively working with clients in every part of the Kenai Peninsula, from the busiest part of the Sterling Highway in Soldotna, to the remote reaches of Hope and Seldovia. We will continue to work tirelessly to support local business owners through business advising, webinars, and no-cost resources.

At a Glance: Kenai Peninsula FY21 Q2 (Oct 1, 2020 - Dec 31, 2020)

Number of Clients Advised

Current Quarter: 94

FY 2021: 164

Jobs Created by Clients

Current Quarter: 89

FY 2021: 97

Business Starts

Current Quarter: 6

FY 2021: 13

Capital Infusion

Current Quarter: \$1,054,225

SBA Loans: \$150,000

Non-SBA Loans: \$0

Non-Debt Financing: \$904,225

FY 2021: \$5,644,788

Alaska SBDC Kenai Peninsula Center Activity – Historical Comparison

	FY 2020 Q1 7/1/19 - 9/30/19	FY 2020 Q2 10/1/19 - 12/31/19	FY 2020 Q3 1/1/20 - 3/31/20	FY 2020 Q4 4/1/20 - 6/30/20	FY 2021 Q1 7/1/20 - 9/30/20	FY 2021 Q2 10/1/20 - 12/31/20
New business created	5	10	8	4	7	6
Jobs created	17	35	22	17	8	89
Loans (in dollars)	\$125,000	\$420,000	\$665,800	\$4,517,588	\$4,193,063	\$150,000
Total capital (loans + equity)	\$125,500	\$835,000	\$665,800	\$4,631,308	\$4,590,563	\$1,054,225
New clients	20	19	35	20	13	14
Total clients	69	69	96	125	116	94
Total advising hours	300.92	344.33	278.74	288.37	169.23	180.48

COVID-19 Impact: Kenai Peninsula (March 9, 2020 - December 31, 2020)

Capital Infusion:

Current Quarter: \$847,175

Total: \$9,746,046

Businesses Advised:

Current Quarter: 58 clients

Total: 169 clients

Jobs Supported:

Current Quarter: 399 jobs

Total: 950 jobs

Advising Hours:

Current Quarter: 59.83 hours

Total: 445.10 hours

Top 5 Locations Advised:

Soldotna: 59 clients

Homer: 36 clients

Kenai: 30 clients

Seward: 23 clients

Cooper Landing: 6 clients

Top 5 Industries Advised:

Accommodation and Food Service: 42 clients

Healthcare and Social Assistance: 21 clients

Retail: 16 clients

Arts and Entertainment: 15 clients

Agriculture, Forestry, Fishing & Hunting: 12 clients

Summary

This special section details COVID-19 support provided by the Alaska SBDC to businesses on the Kenai Peninsula, including figures from the current quarter and since the pandemic began in March 2020. During the second quarter of FY 2021, the Kenai Peninsula Center Director and Homer Business Advisor provided strong support to business owners and local officials. The SBDC has served as a primary point of contact for local business owners looking for information to help with tough economic decisions. In addition to business advising, the Alaska SBDC has continued to maintain an online [COVID-19 Resource Center](#), which includes weekly webinars featuring the latest news for small businesses in Alaska. The Alaska SBDC prides itself on leading the COVID-19 recovery effort on the Kenai Peninsula and throughout Alaska, and we will continue to work closely with business owners to ensure they receive the best service in their time of need.

Clients & Advising at a Glance: Kenai Peninsula FY21 Q2 (Oct 1, 2020 - Dec 31, 2020)

94 Clients by Current Lifecycle

Pre-venture: 16 clients
Startups: 20 clients
In-business: 57 clients
Permanently Closed: 1 client

94 Clients by Industry

Accommodation and Food Service: 24 clients
Healthcare and Social Assistance: 13 clients
Retail: 13 clients
Professional, Scientific and Technical: 12 clients
Arts and Entertainment: 8 clients
Construction: 5 clients
Service: 5 clients
Agriculture, Forestry, Fishing and Hunting: 4 clients
Manufacturer/Producer: 3 clients
Real Estate, Rental and Leasing: 2 clients
Transportation/Warehousing: 1 client
Mining: 1 client
Tourism: 1 client
Waste Management: 1 client
Wholesale: 1 client

Top Areas of Advising

COVID-19 Support: 57 hours
Startup Assistance: 34 hours
Financing: 31 hours
Buy/Sell a Business: 24 hours
Managing a Business: 22 hours
Business Plan: 6 hours

Summary:

Of the 94 entrepreneurs who received advising assistance during the second quarter of FY 2021, 16 were in the pre-venture phase, 20 were startups, and 57 were already in business. During the second quarter, we confirmed one business closure, but that was in response to our annual Small Business Survey and was not COVID-related. Historically, the SBDC meets with nearly equal numbers of pre-venture/startups and firms already in business, but the COVID-19 pandemic has resulted in a record number of established business meetings. Accommodation and food service businesses were some of the hardest hit by the pandemic, so they topped the list for a third straight quarter. As the economy has started to recover from the pandemic, we're noticing a shift in requested assistance. Startup assistance was the second most advised area during the quarter, just below COVID-19 support. Due to outstanding interest rates on commercial loans, as low as 2.42% fixed in December 2020, financing was next on the list for advising time.

Jobs at a Glance: Kenai Peninsula FY21 Q2 (Oct 1, 2020 - Dec 31, 2020)

New Jobs Overview

89 new jobs

22 clients

New Jobs by Industry

Healthcare and Social Assistance: 5 clients (23 jobs)

Accommodation and Food Service: 1 client (1 job)

Retail: 2 clients (2 jobs)

Transportation and Warehousing: 1 client (3 jobs)

Agriculture, Forestry, Fishing and Hunting: 1 client (1 job)

Arts and Entertainment: 2 clients (41 jobs)

Professional, Scientific and Technical: 3 clients (6 jobs)

Real Estate, Rental and Leasing: 1 client (1 job)

Service: 5 clients (10 jobs)

Waste Management and Remediation Services: 1 client (1 job)

Jobs Supported

455 jobs

77 clients

Summary:

During the second quarter of FY 2021, 22 clients reported the creation of 89 new jobs on the Kenai Peninsula. This does not represent the current state of the economy, but due to responses submitted in our fourth Annual Small Business Survey, which was released during the quarter. We maintain the highest standards when confirming milestones, so jobs created within the past year are just being reported this quarter. The largest number of new jobs were reported from healthcare and social assistance. The Kenai Peninsula Center again maintained a significant number of jobs supported, due to the high volume of businesses seeking relief from the COVID-19 disaster. During the pandemic, the SBDC has supported all sizes of small businesses, from owner-operator establishments to firms with over 150 employees. Many of the jobs supported by the SBDC were preserved through timely guidance on the first Paycheck Protection Program, and we are ready to support local businesses for the next round, as well.

New Clients at a Glance: Kenai Peninsula FY21 Q2 (Oct 1, 2020 - Dec 31, 2020)

14 New Clients by Initial Stage

Pre-ventures: 8 clients

Startups: 3 clients

In-business: 3 clients

14 New Clients by Industry

Accommodation and Food Service: 5 clients

Professional, Scientific and Technical: 3 clients

Construction: 2 clients

Mining: 1 client

Retail: 1 client
Service: 1 client
Tourism: 1 client

14 New Clients by Community

Homer: 5 clients
Soldotna: 5 clients
Kenai: 3 clients
Seward: 1 client

Summary:

The Alaska SBDC Kenai Peninsula Center on-boarded 14 new clients during the second quarter of FY 2021. This quarter was the first, since the start of the pandemic, where there were more new prevention clients than existing business clients. Accommodation and Food Service, being hardest hit by COVID-19, were the top industry with new clients during the quarter. Our new business advisor in Homer, Robert Green, has taken an active role advising in the South Peninsula, so Homer has experienced an increase. So far, Robert has done very well, with 100% positive feedback on client satisfaction surveys.

New Businesses at a Glance: Kenai Peninsula FY21 Q2 (Oct 1, 2020 - Dec 31, 2020)

Qualifying New-Business Starts: 6

Summary:

An enterprise is considered "in-business" when all required licensing/permitting is acquired, has payroll, acquired debt or equity capital, incurred business expenses, and/or created sales. During the second quarter of FY 2021, six clients reported the creation of business starts, including two from the professional sector, and one from accommodation, retail, transportation, and remediation services sectors. These businesses were started in Kenai, Soldotna, and Seward and confirmed their businesses had started during the quarter. Owners for these businesses have worked closely with the SBDC during the startup process and have successfully launched, despite the harsh economic climate caused by the COVID-19 pandemic.

Workshops

Summary:

Alaska SBDC workshops were attended by 19 Kenai Peninsula residents. These classes, offered exclusively online during the COVID-19 pandemic, covered a wide array of subjects and harnessed both in-house expertise and professional adjuncts. The SBDC has continued to offer briefings each week, utilizing representatives from the SBA, the Alaska Department of Commerce, Community, and Economic Development, and other small business resources and organizations. Each briefing was recorded and made available on the SBDC COVID-19 Resource Center. In FY21, the SBDC Workshop Program focused more intentionally on developing and deploying on-demand workshops, offering over 50 this quarter. These on-demand topics include, but are not limited to, COVID-19 specific resources and help. The most popular topics were LLCs in Alaska, Engaging Social Media, Developing a Marketing Strategy, How to Get a Business License, and the COVID-19 Informational recordings.

Coming Up Rosy at Land's End

Who would have guessed that one silver lining of the COVID cloud would benefit the Gray-crowned rosy-finches of Homer, Alaska? Last March, an avid bird lover, George, had to cancel his annual Shorebird Festival reservation at Land's End Resort due to the coronavirus. "Land's End at that time was experiencing a serious backlog in cancellation requests," wrote Christina Adams, Director of Sales & Marketing, in a newsletter. "And so our owner, Jon, called George to ask for more time to process his refund. George said, 'Don't worry about it. Just build me a bird feeder. You should target the Gray-crowned rosy-finches, who need a little winter boost.'" Land's End got the birdfeeder installed, and after 35 years of operating there, owner Jon Faulkner is experiencing Gray-crowned rosy-finches out on the Spit in new ways. The birds remind resort staff that kindness and beauty can spread and multiply even amid economic and public health upheaval.



Faulkner personally made over 500 phone calls like that one to George last April when road closures and the pandemic triggered "catastrophic cancellations." He reassured guests and asked for patience while refunds processed—and presented the option to lock in their rates for future use in any season. "He wanted to handle that personally so customers knew that he—the owner —was taking the time to call them and assure them that we weren't going anywhere. They'd get back any money they had spent here that they wanted back. And we'd be here when they wanted to come," said Adams.

Faulkner believes that all businesses must take care of their employees and evolve their operations to stay successful. After a period of state-mandated closures, his team agreed to voluntarily keep reduced seating in place. Land's End crafted safety protocols and invested in new technologies to support remote hotel check-ins and check-outs and online food ordering.

Despite all those cancellations, they ended up having a busy summer, thanks to locals traveling in-state. "Alaskans definitely showed up this summer. More than I think we could have ever anticipated," said Adams. Folks also took ready advantage of The Chart Room's to-go and socially distanced offerings, pleased to enjoy Chef Miller's creations that feature local produce and meat.

"I hope people know that this is a safe place for them to come and enjoy a little bit of a getaway where we've put measures in place," said Adams. "We're not going anywhere. We've evolved into what people need and want out of a COVID-safe place."

While the gorgeous backdrop of Kachemak Bay, hearty fare at The Chart Room, and the adapted comforts of the resort await visitors all year round, those who time it right might even get to add those rosy-finches to their list of bright enticements calling from the end of the road.

This story was written and published in partnership with Edible Alaska

Introduced by: Mayor
Date: 01/19/21
Hearing: 02/16/21
Action: Enacted as Amended
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-19-17**

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY
LOCATED AT 4135 HOHE STREET, HOMER ALASKA ON BEHALF OF SOUTH
PENINSULA HOSPITAL, APPROPRIATING \$315,000 FROM THE SOUTH
PENINSULA HOSPITAL PLANT REPLACEMENT AND EXPANSION FUND FOR
THE PURCHASE, AND AUTHORIZING AN AMENDMENT TO THE SPH, INC.
OPERATING AGREEMENT**

WHEREAS, the Kenai Peninsula Borough (borough) owns and provides for the operation of South Peninsula Hospital ("SPH") through the South Kenai Peninsula Hospital Service Area, ("Service Area"); and

WHEREAS, the borough has entered into an Operating Agreement with South Peninsula Hospital, Inc. ("SPHI") for the lease and operation of SPH and other medical facilities, to operate these medical facilities on a nonprofit basis in order to ensure the continued availability of the medical services to the service area residents and visitors; and

WHEREAS, SPHI was approached by Erik Pullman, the owner of a residential property at 4135 Hohe Street, with an offer to sell the property at fair market value; and

WHEREAS, an independent fair market value appraisal was completed by 49th State Appraisers, LLC, on October 24, 2020 and found the property to be valued at \$300,000; and

WHEREAS, SPH is constrained by space for parking and expansion of services; and

WHEREAS, the subject property adjoins the SPH campus and is appropriately situated for SPH campus purposes; and

WHEREAS, upon purchase it would be appropriate to amend the Operating Agreement with SPHI to include this property; and

WHEREAS, the SPHI Board of Directors at its meeting of December 2, 2020 adopted Board Resolution 2020-21 approving the property purchase at 4135 Hohe Street; and

WHEREAS, the South Peninsula Hospital Service Area Board, at its meeting of January 14, 2021 recommended approval by the passage of SPHSA Resolution 2021-01; and

WHEREAS, the Kenai Peninsula Borough Planning Commission, at its regular meeting of January 25, 2021, recommended approval by unanimous consent;

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

SECTION 1. That the Assembly finds that purchasing the following described real property pursuant to KPB 17.10.040 is in the best interest of the borough as it furthers the purposes of the South Peninsula Hospital Service Area to provide health care services:

Lot 1 Block 5 Fairview Subdivision, as shown on Plat No. 56-2936, Homer Recording District, Third Judicial District, State of Alaska (Assessor Parcel No. 175-062-05)

SECTION 2. That the terms and conditions substantially in the form of the Purchase Agreement accompanying this ordinance are hereby approved. The purchase price shall be \$300,000 plus closing costs, prorated taxes and property investigation costs estimated not to exceed \$15,000.

SECTION 3. That this acquisition is for the purpose of SPH campus expansion area.

SECTION 4. That the above-described land is zoned “Residential Office” pursuant to City of Homer zoning code and therefore is not proposed to be further classified under KPB 17.10.080.

SECTION 5. That the mayor is authorized to execute any and all documents necessary to purchase the real property described in Section 1 in accordance with the terms and conditions contained in this ordinance and the accompanying Purchase Agreement, consistent with applicable provisions of KPB Chapter 17.10.

SECTION 6. That \$315,000 is appropriated from the SPH Plant Replacement and Expansion Fund account 491.20602 to Account No. 491.81210.21LND.48610 for the real property purchase price and estimated closing costs.

SECTION 7. That the mayor is authorized to execute an amendment to the South Peninsula Hospital Operating Agreement substantially in the form of the First Amendment to the Operating Agreement attached hereto and incorporated herein by reference. This document amends Exhibit A of the Operating Agreement to include the property described in Section 1 of this ordinance.

SECTION 8. That this ordinance shall take effect immediately upon its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF FEBRUARY, 2021.

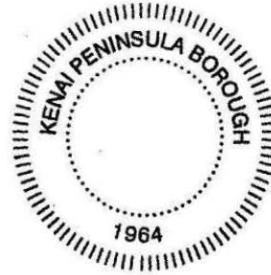


Brent Hibbert, Assembly President

ATTEST:



Jonni Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert
No: None
Absent: None

FIRST AMENDMENT TO THE OPERATING AGREEMENT FOR SOUTH PENINSULA HOSPITAL

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

WHEREAS, effective January 1, 2020, the parties entered into an Operating Agreement for South Peninsula Hospital (operating agreement); and

WHEREAS, Exhibit A of the operating agreement describes the property leased to SPHI; and

WHEREAS, in Ordinance 2020-19- 17 the Kenai Peninsula Borough assembly authorized the purchase of property at 4135 Hohe Street, Homer, Alaska, for hospital purposes and authorized the mayor to amend the operating agreement to include this additional property; and

WHEREAS, it would be appropriate to list the above-referenced acquired property in the operating agreement to clarify that they are also leased to and will be operated by SPHI; and

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

1. That Exhibit A of the operating agreement is hereby amended to read as follows:

EXHIBIT A

DESCRIPTION OF MEDICAL FACILITIES

The Borough leases the following described property to SPHI (hereinafter the “Medical Facilities”) for the term of this Agreement and any extension thereof:

- a. The South Peninsula Hospital and its grounds, located at 4300 Bartlett Street, Homer, Alaska, owned by the City of Homer, more particularly described as:

Tract A-2, South Peninsula Hospital Subdivision 2008 Addition, filed under Plat No. 2008-92, Homer Recording District, Third Judicial District, State of Alaska.

b. The hospital parking lot property and buildings owned by the Borough, more particularly described as:

Lots 3, 4, 5 and 6, Block 7; Lot 4, Block 8, Lot 6, Block 9, Fairview Subdivision Plat No. HM 56-2936 Volume 8, Page 196, Homer Recording District, Third Judicial District, State of Alaska.

c. The following leased property located at 4251 Bartlett Street, Homer, Alaska, owned by Mark Halpin and B. Isabel Halpin subject to the terms and conditions of the lease, more particularly described as:

L2-A Block 8 Fairview Subdivision Halpin Addition, according to Plat No. 2009-43, Homer Recording District, Third Judicial District, State of Alaska,

d. 4,904 sq. ft. of office space located at 4136 Bartlett Street, Homer, Alaska 99603 subject to the terms and conditions of the lease, more particularly described as:

Lot 2-A, Block 5, Fairview Subdivision No. 11, as shown on Plat No. 85-28, Homer Recording District, Third Judicial District, State of Alaska.

e. Approximately 1,500 square feet of the office space owned by Westwing LLC located at 4117 Bartlett Street, Homer, Alaska 99603 subject to the terms and conditions of the lease, more particularly described as:

Lot 4, Block 10, Fairview Subdivision, as shown on Plat No. 56-2936, Homer Recording District, Third Judicial District, State of Alaska.

f. 3,780 square feet of office space and 3,225 square feet of basement office space both within the Kachemak Bay Professional Building, 4201 Bartlett Street, Homer, Alaska 99603 subject to the terms and conditions of the lease more particularly described as:

Lot 1-A Block 9, Fairview Subdivision 2003 Addition, as shown on Plat No. 2004-101, Homer Recording District, Third Judicial District, State of Alaska.

g. The following leased property owned by Jonas Ridge, LLC located at 203 Pioneer Avenue, Suite 1, Homer, Alaska 99603, subject to the terms and conditions of the lease, more particularly described as:

Tract A, Chamberlain & Watson Sub Plat of Tract A, Section 19, T6S, R13W, S.M., Plat 075063, Homer Recording District, Third Judicial District, State of Alaska.

h. Office space owned by the Kenai Peninsula Borough located at 348 Cityview Avenue, Homer, Alaska 99603, more particularly described as:

Lot 4, Block 8, Fairview Sub., Section 18, T6N, R13W, Seward Meridian, Plat 1956-2936, Homer Recording District, Third Judicial District, State of Alaska.

i. Office space owned by the Kenai Peninsula Borough located at 347 Cityview Avenue, Homer, Alaska 99603, more particularly described as:

Lot 6, Block 9, Fairview Sub., Section 18, T6N, R13W, Seward Meridian, Plat 1956-2936, Homer Recording District, Third Judicial District, State of Alaska.

j. Lot 1 Block 5 Fairview Subdivision, as shown on Plat No. 56-2936, Homer Recording District, Third Judicial District, State of Alaska

k[j]. Such other Borough-owned or leased facilities, if any, as are authorized by the Borough pursuant to this Agreement for SPHI to sublease and operate pursuant to this Agreement.

KENAI PENINSULA BOROUGH

SOUTH PENINSULA HOSPITAL, INC.

Charlie Pierce
Borough Mayor

David Groesbeck
SPHI Board President

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Borough Clerk

Board Secretary

APPROVED AS TO FORM:

Colette Thompson, Borough Attorney

ACKNOWLEDGMENTS

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by Charlie Pierce, Mayor of Kenai Peninsula Borough, an Alaska municipal corporation, on behalf of the corporation.

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by David Groesbeck, President, South Peninsula Hospital, Inc., an Alaska nonprofit corporation, on behalf of the corporation.

Notary Public in and for Alaska
My Commission Expires: _____

Kenai Peninsula Borough

Planning Department – Land Management Division

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*
Melanie Aeschliman, Planning Director *MA*

FROM: Marcus A Mueller, Land Management Officer *MA*

DATE: January 7, 2021

RE: Ordinance 2020-19-17, Authorizing the Acquisition of Real Property Located at 4135 Hohe Street, Homer, Alaska on Behalf of South Peninsula Hospital, Appropriating \$315,000 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Purchase, and Authorizing an Amendment to the SPH, Inc. Operating Agreement (Mayor)

Property located adjacent to the South Peninsula Hospital (SPH) campus at 4135 Hohe Street has become available for purchase. SPH faces a shortage of area available parking and infrastructure. Acquiring the property would support SPH operations by providing room for future expansion.

The property, along with other hospital properties, is located within the City of Homer's Residential Office Zoning District which allows for hospitals and medical clinics by conditional use permit.

The negotiated purchase price is \$300,000, which is the independently appraised fair market value. Prior to completing the purchase, the property would be inspected for structural and environmental conditions. The purchase agreement provides up to 180 days to close and the borough is responsible for all closing costs. Closing costs, prorated taxes and purchase investigation costs are not expected to exceed \$15,000. The unused balance of the appropriated funds will revert to the SPH Plant Replacement and Expansion Fund (PREF).

The attached ordinance would authorize the purchase of the property and appropriate \$315,000 from the PREF to cover the costs associated with the purchase, and would also provide for an amendment to the SPH Operating Agreement to add the property to the list of leased property under the operating agreement.

Page -2-
January 7, 2021
RE: O2020-19-_____

Your consideration of this ordinance is appreciated.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Acct. No.	<u>491.20602</u>
Amount	<u>\$315,000</u>
By: <u>PP</u>	Date: <u>1/7/2021</u>
By: <u>BH</u>	

Kenai Peninsula Borough
Office of the Borough Clerk

MEMORANDUM

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

THRU: Johni Blankenship, Borough Clerk (JB)

FROM: Michele Turner, Deputy Borough Clerk (MT)

DATE: February 16, 2021

RE: Ordinance 2020-19-17: Authorizing the Acquisition of Real Property Located at 4135 Hohe Street, Homer, Alaska on Behalf of South Peninsula Hospital, Appropriating \$315,000 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Purchase, and Authorizing an Amendment to the SPH, Inc. Operating Agreement (Mayor)

The South Peninsula Hospital Service Area (SPHSA) board addressed the referenced ordinance. Please amend the ninth Whereas clauses to read:

"WHEREAS, the South Peninsula Hospital Service Area Board, at its meeting of January 14, 2021 recommended approval by the passage of SPHSA Resolution 2021-01."

Thank you.

**SOUTH KENAI PENINSULA HOSPITAL
SERVICE AREA BOARD RESOLUTION**

2021-01

**A RESOLUTION OF THE SOUTH KENAI PENINSULA SERVICE AREA BOARD
SUPPORTING THE PURCHASE OF PROPERTY LOCATED AT 4135 HOHE STREET,
HOMER AK 99603**

WHEREAS, the South Kenai Peninsula Hospital (SKPH) current campus is landlocked by residential and commercial properties and unable to expand; and

WHEREAS, there is a need for additional clinic, parking, and office space for use by the SKPH; and

WHEREAS, future expansions and strategic facility planning are unable to be pursued without the purchase of additional properties near the SKPH; and

WHEREAS, the property located at 4135 Hohe Street, Homer, AK 99603, KPB Parcel number: 17506205 was listed for sale; and

WHEREAS, this property consists of .28 acres and a single family residence which may be converted to commercial medical office space as it resides in the Medical Zoning District; and

WHEREAS, an independent appraisal of the property indicates that its fair market value plus closing costs are estimated at \$315,000; and

WHEREAS, SKPH Management has reviewed the appraisal and completed the KPB Real Property Need Questionnaire (RPNQ); and

WHEREAS, the SKPH currently has over \$8 million dollars of unobligated Plant Replacement and Expansion Funds being held at the borough; and

WHEREAS, SKPH Management would like to use Plant Replacement funds to purchase the property located at 4135 Hohe Street, Homer, AK 99603 Parcel number: 17506205; and

WHEREAS, the South Peninsula Hospital Board of Directors approved on December 2, 2020 the use of Plant Replacement and Expansion Funds to purchase the property located at 4135 Hohe Street, Homer, AK 99603. 24817-4476-4011v.1 0034521-000002; and

WHEREAS, the South Peninsula Hospital Board of Directors requested that the Kenai Peninsula Borough execute a purchase agreement on behalf of South Peninsula Hospital in an amount estimated at \$315,000 for purchase price and all closing costs; and

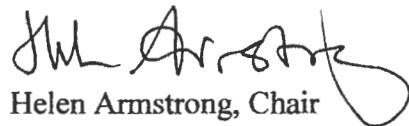
WHEREAS, the Kenai Peninsula Borough has proposed Ordinance 2020-19- authorizing the acquisition of real property located at 4135 Hohe Street, Homer Alaska on behalf of South Peninsula Hospital, appropriating \$315,000 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the purchase and authorizing an amendment to the SPH, INC. Operating Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE SERVICE AREA BOARD OF THE SOUTH KENAI PENINSULA HOSPITAL:

1. Supports Resolution 20-21 of the South Peninsula Hospital Board of Directors approving the use of \$315,000 Plant Replacement and Expansion Funds to purchase the property located at 4135 Hohe Street, Homer, AK 99603. 24817-4476-4011v.1 0034521-000002.
2. Supports the Kenai Peninsula Borough Ordinance 21020-19- authorizing \$300,000 plus closing costs, prorated taxes and property investigation costs estimated not to exceed \$15,000 for the acquisition of real property located at 4135 Hohe Street, Homer, Alaska on behalf of South Peninsula Hospital Plant Replacement and Expansion fund for the purchase and authorizing an amendment to the SPH, Inc. Operating Agreement.

PASSED AND ADOPTED BY THE SERVICE AREA BOARD OF THE SOUTH KENAI PENINSULA HOSPITAL AT ITS MEETING HELD ON THIS 14TH DAY OF JANUARY, 2021.


ATTEST:



Helen Armstrong, Chair

Kenai Peninsula Borough
Planning Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor 

FROM: Melanie Aeschliman, Planning Director 

DATE: January 29, 2021

Re: Ordinance 2021-19-17: Authorizing the acquisition of real property located at 4135 Hohe Street, Homer, Alaska on behalf of South Peninsula Hospital, appropriating \$315,000.00 from the South Peninsula Hospital Plant Replacement & Expansion Fund for the purchase, and authorizing an amendment to the SPH, Inc. Operating Agreement.

The Kenai Peninsula Borough Planning Commission reviewed the subject ordinance during their regularly scheduled January 25, 2021 meeting.

A motion passed by unanimous vote (11Yes, 0 No) to recommend approval of Ordinance 2021-19-17.

In the ordinance, please amend the last WHEREAS statement:

WHEREAS, the Kenai Peninsula Borough Planning Commission, at its regular meeting of January 25, 2021 recommended approval by unanimous vote.

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

codes do not have much in the way of regulatory teeth when addressing impervious surfaces. Where that is addressed under 21.18 the Habitat Protection code. If the project is within 50 feet of a stream it will be addressed under 21.18 and not floodplain regulations.

Commissioner Ruffner asked staff any development permitted within the 50' Habitat Protection District (HPD) it will come under KPB 21.18 and not floodplain regulations. Ms. Lopez replied that he was correct. Ms. Lopez noted there is nothing in the floodplain code that would override KPB 21.18. While there may be an area that is within both the floodplain and the HPD – any activity within the HPD will come under 21.18. Commissioner Ruffner then asked projects that do not involve fill, such a spruce tree bank revetments, how does FEMA looks at these activities? He would assume this type of activities would be considered a minor development and would not require an expensive H&H study. He then asked if this type of work would be considered fill under the new definition. Ms. Lopez replied FEMA would not consider most bank revetment projects major developments as you are replacing what was once there. Going off the maps we have for the Kenai River, which are 40 years old; it is safe to assume that the banks have experienced erosion during that time. FEMA does have guidelines that allow for the bank to be returned to its natural grade. It is on the landowner to prove that the project is returning the bank to its natural grade and that the work is not going beyond that.

Seeing and hearing no objection or discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes	11	No	0	Absent	0
Yes	Bentz, Brantley, Carluccio, Chesser, Ecklund, Fikes, Gillham, Martin, Morgan, Ruffner, Venuti				
No	None				

AGENDA ITEM E. NEW BUSINESS

- 4. Ordinance 2020-19-17, Authorizing the Acquisition of Real Property Located at 4135 Hohe Street, Homer, Alaska on Behalf of South Peninsula Hospital, Appropriating \$315,000 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Purchase, and Authorizing an Amendment to the SPH, Inc. Operating Agreement

Staff report given by Marcus Mueller.

Property located adjacent to the South Peninsula Hospital (SPH) campus at 4135 Hohe Street has become available for purchase. SPH faces a shortage of area available parking and infrastructure. Acquiring the property would support SPH operations by providing room for future expansion.

The property, along with other hospital properties, is located within the City of Homer's Residential Office Zoning District, which allows for hospitals and medical clinics by conditional use permit.

The negotiated purchase price is \$300,000, which is the independently appraised fair market value. Prior to completing the purchase, the property would be inspected for structural and environmental conditions. The purchase agreement provides up to 180 days to close and the borough is responsible for all closing costs. Closing costs, prorated taxes and purchase investigation costs are not expected to exceed \$15,000. The unused balance of the appropriated funds will revert to the SPH Plant Replacement and Expansion Fund (PREF).

The attached ordinance would authorize the purchase of the property and appropriate \$315,000 from the PREF to cover the costs associated with the purchase, and would provide for an amendment to the SPH Operating Agreement to add the property to the list of leased property under the operating agreement.

END OF STAFF REPORT

Chair Martin open the item for public comment. Seeing and hearing no one from the public wishing to comment, Chair Martin closed public comment and opened discussion among the Commission.

MOTION: Commissioner Venuti moved, seconded by Commissioner Bentz to forward to the Assembly a

recommendation to adopt Ordinance 2021-19-17, Authorizing the acquisition of real property located at 4135 Hohe Street, Homer, Alaska on behalf of South Peninsula Hospital, appropriating \$315,000 from the South Peninsula Hospital Plant Replacement & Expansion fund for the purchase, and authorizing an amendment to the SPH, Inc. operating agreement.

Commissioner Ecklund stated she has always wondered how the hospital pays for these acquisitions. Mr. Mueller replied it comes out of the Hospital Plant Replacement & Expansion fund. It is his understanding when the hospitals generate revenues they retain 90 day of cash on hand and any excess funds beyond that go into the Plant Replacement & Expansion fund. One of the purposes for this fund is to make purchases such as the one before the commission tonight.

Commissioner Venuti supports this acquisition for the hospital. One thing COVID has pointed out is how important our healthcare facilities are. South Peninsula Hospital has been doing a good job working on the pandemic. He just recently learned the hospital has 9000 square feet of space that they cannot use because they do not have adequate parking for personnel. Parking is a major issue in the new Medical District in Homer and this purchase fits right in line with what is needed.

Seeing and hearing no objection or discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes	11	No	0	Absent	0
Yes	Bentz, Brantley, Carluccio, Chesser, Ecklund, Fikes, Gillham, Martin, Morgan, Ruffner, Venuti				
No	None				

AGENDA ITEM G. PLAT COMMITTEE REPORT – Plat Committee did not meet on January 25, 2021

AGENDA ITEM L. DIRECTOR’S COMMENTS

AGENDA ITEM M. COMMISSIONER COMMENTS

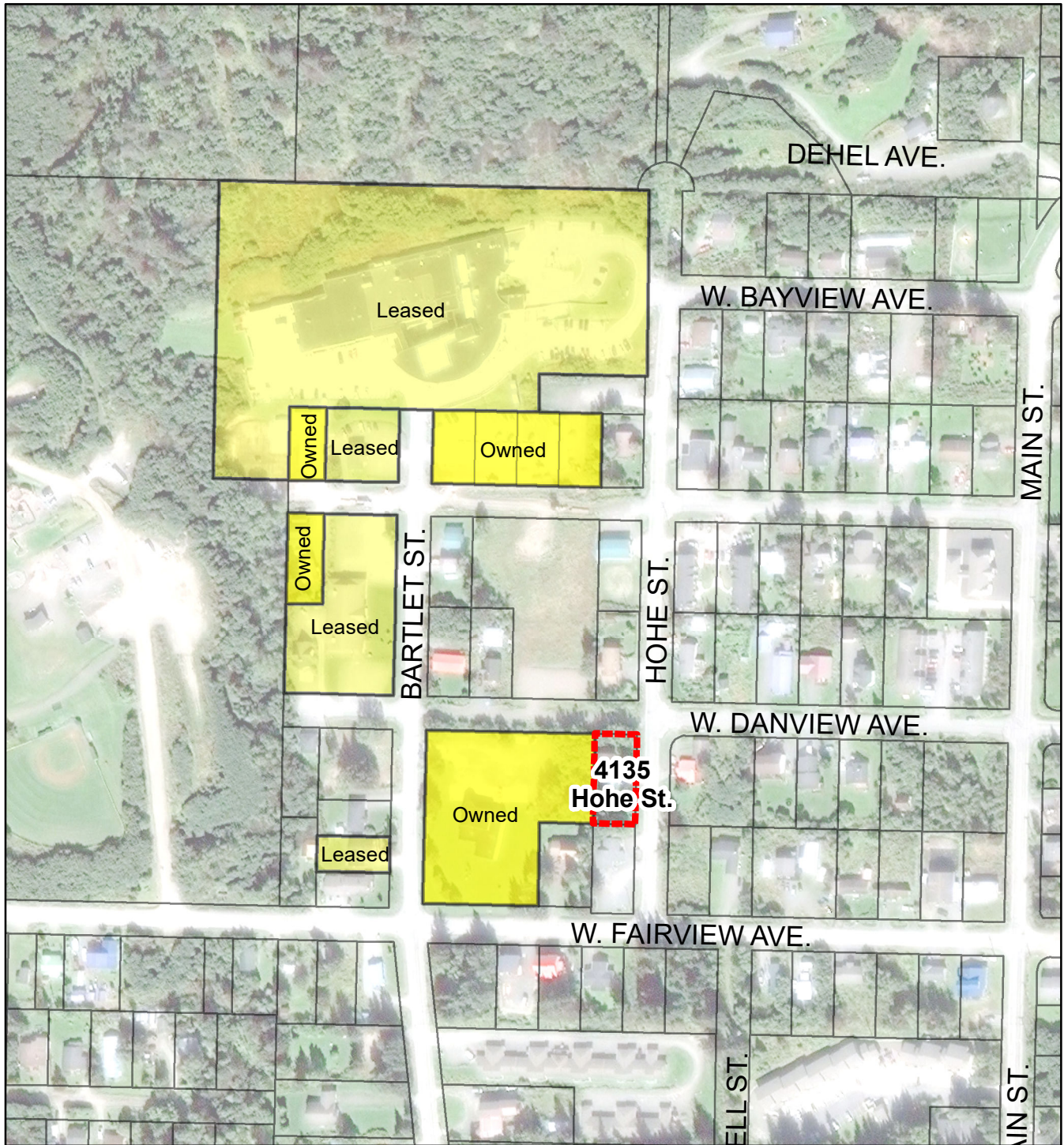
Commissioner Ruffner

Commissioner Venuti

AGENDA ITEM N. ADJOURNMENT – Commissioner Carluccio moved to adjourn the meeting at 9:17 p.m.

Ann E. Shirnberg
Administrative Assistant

SOUTH PENINSULA HOSPITAL CAMPUS



0 100 200 400 600 800 Feet



4135 Hohe Street
Lot 1 Block 5 Fairview Subdivision
Tax Parcel 175-062-05

MAM 11/23/20

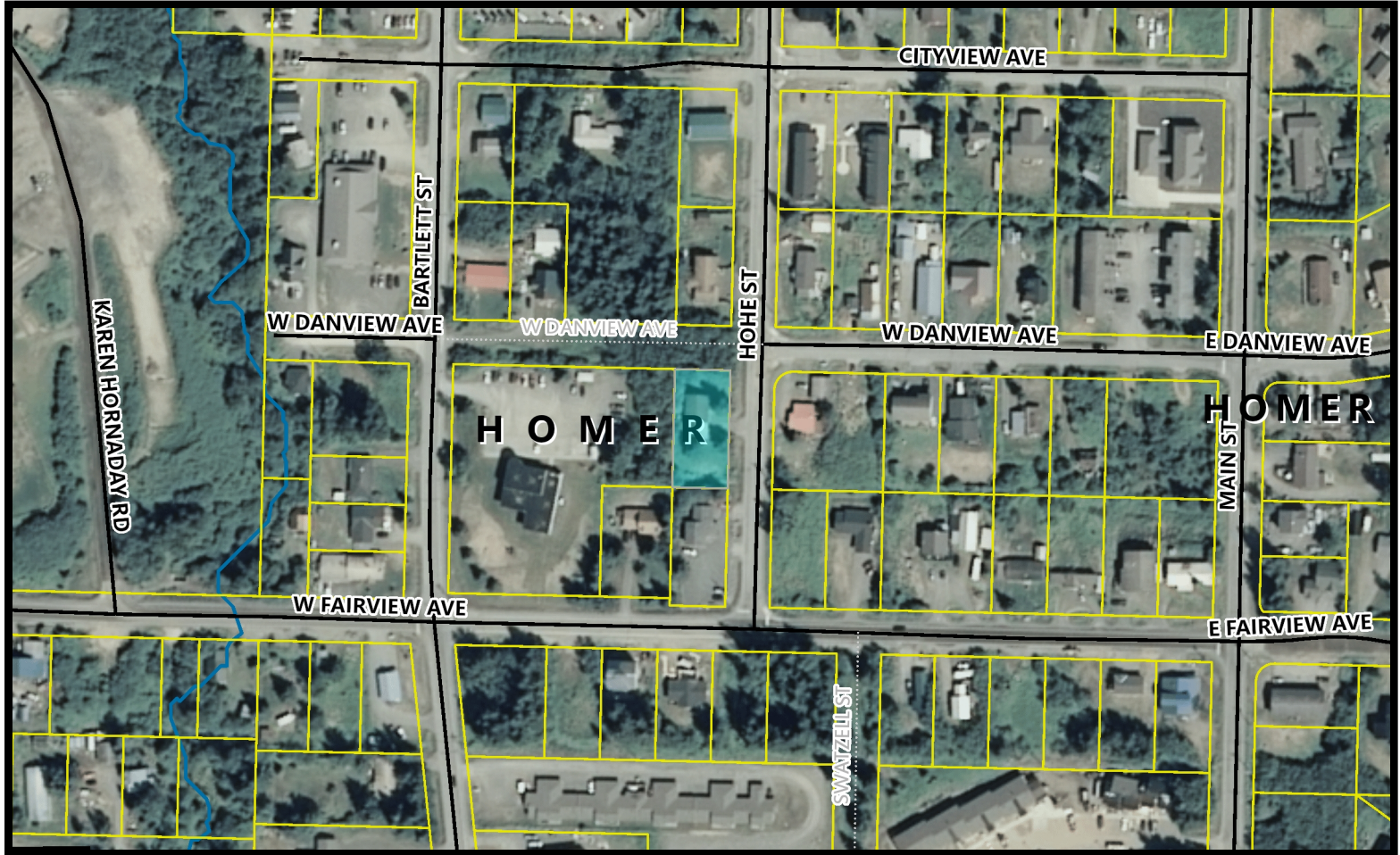


PARCEL REPORT

PARCEL ID: 17506205

Total Acreage:

0.28



LEGAL DESCRIPTION:

T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 1 BLK 5

ALL PHYSICAL ADDRESSES ON THIS PARCEL:

4135 HOHE ST

LAND VALUE: \$40,300

ASSESSED VALUE: \$254,300

IMPROVEMENT VALUE: \$214,000

TAXABLE VALUE: \$254,300

BUILDINGS ON THIS PARCEL:

Building Type	Square Footage	Year Built
BI-L FRAME	1,904	1973

OWNERS:

Name:
HUNTER MINDY

Address:
4135 HOHE ST
HOMER, AK 99603

Name:
PULLMAN ERIK

The data displayed herein is neither a legally recorded map nor survey and should only be used for general reference purposes. Kenai Peninsula Borough assumes no liability as to the accuracy of any data displayed herein. Original source documents should be consulted for accuracy verification.



PARCEL REPORT

12/23/2020 10:56

Address:
4135 HOHE ST
HOMER, AK 99603

PURCHASE AGREEMENT

This Agreement is made on this 28 day of December, ~~2021~~²⁰²⁰ by and between ERIK PULLMAN whose address is 4135 Hohe Street, Homer, Alaska 99603, (hereinafter referred to as "SELLER") and the KENAI PENINSULA BOROUGH, an Alaska municipal corporation, whose address is 144 North Binkley Street, Soldotna, Alaska 99669 (hereinafter referred to as "KPB").

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

Lot 1 Block 5 Fairview Subdivision, as shown on Plat No. 56-2936, Homer Recording District, Third Judicial District, State of Alaska (Hereinafter "the Property") (Assessor Parcel No. 175-062-05)

WHEREAS, KPB has offered to buy, subject to assembly authorization and appropriation of funds, and SELLER is willing to sell the Property as evidenced by this Purchase Agreement;

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

1. PURCHASE PRICE

The purchase price of the Property is Three Hundred Thousand dollars and NO cents (\$300,000.00). The purchase price shall be paid by KPB at time of closing. The purchase of the Property and appropriation of funds for the purchase are subject to borough assembly approval.

2. EXPIRATION OF OFFER

SELLER shall sign and return this Purchase Agreement to KPB on or before January 4, 2020 otherwise this offer shall terminate.

3. TITLE

Title shall be delivered at time of closing by Statutory Warranty Deed, which shall be issued to KPB. SELLER warrants and covenants that at the time of closing there shall be no liens or judgments recorded against SELLER in the same recording district in which the Property subject to this purchase agreement is situated. Title shall be clear of liens and encumbrances except title is subject to reservations, easements, rights-of-way, covenants, conditions and restrictions of record.

4. ESCROW AND CLOSING COSTS

KPB shall be responsible for all closing costs in connection with this Agreement, including without limitation all escrow fees, title insurance charges, recording fees and bank charges, up to \$7,000. Property taxes will be prorated. No realtor fees are included in this agreement, neither

KPB nor Seller have elected to be represented by an outside realtor. All costs will be paid in full at the time of closing.

5. CLOSING

Unless otherwise agreed in writing, closing will occur within 180 days of execution of the Purchase Agreement. At closing, KPB will pay the balance of the purchase price. Both parties will execute all documents required to complete the Purchase Agreement and, if applicable, establish an escrow account.

6. POSSESSION

Possession shall be delivered to KPB at time of recording.

7. KENAI PENINSULA BOROUGH ASSEMBLY APPROVAL

Purchase of the Property by the Kenai Peninsula Borough is subject to authorization by the Kenai Peninsula Borough Assembly and appropriation of funds. If the Kenai Peninsula Borough Assembly fails to authorize the purchase of the subject land and appropriate funds, this agreement shall be terminated without penalty.

8. HAZARDOUS MATERIAL

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

9. ENTIRE AGREEMENT

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

10. BREACH REMEDY

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

11. MISCELLANEOUS

- A. **Time.** Time is of the essence in performance of this Agreement.
- B. **Cancellation.** This Agreement, while in good standing may be canceled in whole or in part, at any time, upon mutual written agreement by SELLER and the KPB mayor. This Purchase Agreement is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts.
- C. **Notice.** Any notice or demand, which under the terms of this Agreement or under any statute must be given or made by the parties thereto, 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.
- D. **Interpretation.** This Agreement shall be deemed to have been jointly drafted by both parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Alaska. The titles of sections in this Agreement are not to be construed as limitations of definitions but are for identification purposes only.
- E. **Condition of Property.**
SELLER shall deliver the property in its as-is condition.
- F. **Property Inspection.**
Offer is contingent upon inspection satisfactory to buyer at the buyer's expense.
- G. **Counterparts.**
This Agreement may be executed in counterparts and may be executed by way of facsimile or electronic signature in compliance with AS 09.80 and each of which when executed shall constitute an original and all of which together shall constitute one and the same instrument.

This Agreement has been executed by the parties on the day and year first above written.

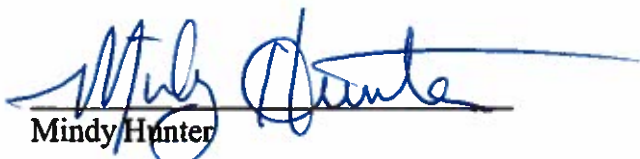
KENAI PENINSULA BOROUGH:

SELLER:

Charlie Pierce, Mayor



Erik Pullman



Mindy Hunter

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Johni Blankenship,
Borough Clerk

Sean Kelley,
Deputy Borough Attorney

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public in and for Alaska
My commission expires: _____

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 28th day of December, 2020, by Erik Pullman.

NOTARY PUBLIC
CINDY BRINKERHOFF
STATE OF ALASKA
MY COMMISSION EXPIRES NOV. 02, 2022

Cindy Brinkerhoff
Notary Public in and for Alaska
My commission expires: 11/02/2022

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 28th day of December, 2020, by Mindy Hunter.

NOTARY PUBLIC
CINDY BRINKERHOFF
STATE OF ALASKA
MY COMMISSION EXPIRES NOV. 02, 2022

Cindy Brinkerhoff
Notary Public in and for Alaska
My commission expires: 11/02/2022

FIRST AMENDMENT TO THE OPERATING AGREEMENT FOR SOUTH PENINSULA HOSPITAL

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

WHEREAS, effective January 1, 2020, the parties entered into an Operating Agreement for South Peninsula Hospital (operating agreement); and

WHEREAS, Exhibit A of the operating agreement describes the property leased to SPHI; and

WHEREAS, in Ordinance 2020-19- 17 the Kenai Peninsula Borough assembly authorized the purchase of property at 4135 Hohe Street, Homer, Alaska, for hospital purposes and authorized the mayor to amend the operating agreement to include this additional property; and

WHEREAS, it would be appropriate to list the above-referenced acquired property in the operating agreement to clarify that they are also leased to and will be operated by SPHI; and

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

1. That Exhibit A of the operating agreement is hereby amended to read as follows:

EXHIBIT A

DESCRIPTION OF MEDICAL FACILITIES

The Borough leases the following described property to SPHI (hereinafter the “Medical Facilities”) for the term of this Agreement and any extension thereof:

- a. The South Peninsula Hospital and its grounds, located at 4300 Bartlett Street, Homer, Alaska, owned by the City of Homer, more particularly described as:

Tract A-2, South Peninsula Hospital Subdivision 2008 Addition, filed under Plat No. 2008-92, Homer Recording District, Third Judicial District, State of Alaska.

b. The hospital parking lot property and buildings owned by the Borough, more particularly described as:

Lots 3, 4, 5 and 6, Block 7; Lot 4, Block 8, Lot 6, Block 9, Fairview Subdivision Plat No. HM 56-2936 Volume 8, Page 196, Homer Recording District, Third Judicial District, State of Alaska.

c. The following leased property located at 4251 Bartlett Street, Homer, Alaska, owned by Mark Halpin and B. Isabel Halpin subject to the terms and conditions of the lease, more particularly described as:

L2-A Block 8 Fairview Subdivision Halpin Addition, according to Plat No. 2009-43, Homer Recording District, Third Judicial District, State of Alaska,

d. 4,904 sq. ft. of office space located at 4136 Bartlett Street, Homer, Alaska 99603 subject to the terms and conditions of the lease, more particularly described as:

Lot 2-A, Block 5, Fairview Subdivision No. 11, as shown on Plat No. 85-28, Homer Recording District, Third Judicial District, State of Alaska.

e. Approximately 1,500 square feet of the office space owned by Westwing LLC located at 4117 Bartlett Street, Homer, Alaska 99603 subject to the terms and conditions of the lease, more particularly described as:

Lot 4, Block 10, Fairview Subdivision, as shown on Plat No. 56-2936, Homer Recording District, Third Judicial District, State of Alaska.

f. 3,780 square feet of office space and 3,225 square feet of basement office space both within the Kachemak Bay Professional Building, 4201 Bartlett Street, Homer, Alaska 99603 subject to the terms and conditions of the lease more particularly described as:

Lot 1-A Block 9, Fairview Subdivision 2003 Addition, as shown on Plat No. 2004-101, Homer Recording District, Third Judicial District, State of Alaska.

g. The following leased property owned by Jonas Ridge, LLC located at 203 Pioneer Avenue, Suite 1, Homer, Alaska 99603, subject to the terms and conditions of the lease, more particularly described as:

Tract A, Chamberlain & Watson Sub Plat of Tract A, Section 19, T6S, R13W, S.M., Plat 075063, Homer Recording District, Third Judicial District, State of Alaska.

h. Office space owned by the Kenai Peninsula Borough located at 348 Cityview Avenue, Homer, Alaska 99603, more particularly described as:

Lot 4, Block 8, Fairview Sub., Section 18, T6N, R13W, Seward Meridian, Plat 1956-2936, Homer Recording District, Third Judicial District, State of Alaska.

i. Office space owned by the Kenai Peninsula Borough located at 347 Cityview Avenue, Homer, Alaska 99603, more particularly described as:

Lot 6, Block 9, Fairview Sub., Section 18, T6N, R13W, Seward Meridian, Plat 1956-2936, Homer Recording District, Third Judicial District, State of Alaska.

j. Lot 1 Block 5 Fairview Subdivision, as shown on Plat No. 56-2936, Homer Recording District, Third Judicial District, State of Alaska

k[j]. Such other Borough-owned or leased facilities, if any, as are authorized by the Borough pursuant to this Agreement for SPHI to sublease and operate pursuant to this Agreement.

KENAI PENINSULA BOROUGH

SOUTH PENINSULA HOSPITAL, INC.

Charlie Pierce
Borough Mayor

David Groesbeck
SPHI Board President

Dated:_____

Dated:_____

ATTEST:

ATTEST:

Borough Clerk

Board Secretary

APPROVED AS TO FORM:

Colette Thompson, Borough Attorney

ACKNOWLEDGMENTS

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by Charlie Pierce, Mayor of Kenai Peninsula Borough, an Alaska municipal corporation, on behalf of the corporation.

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by David Groesbeck, President, South Peninsula Hospital, Inc., an Alaska nonprofit corporation, on behalf of the corporation.

Notary Public in and for Alaska
My Commission Expires: _____

Introduced by: Administration
Date: December 02, 2020
Action:
Vote: Yes - X, No - X,
Excused - X

**SOUTH PENINSULA HOSPITAL
BOARD RESOLUTION
2020-21**

**A RESOLUTION OF THE SOUTH PENINSULA HOSPITAL BOARD OF DIRECTORS
APPROVING THE PURCHASE OF PROPERTY LOCATED AT 4135 HOHE STREET,
HOMER AK 99603**

WHEREAS, the South Peninsula Hospital (Hospital)'s current campus is landlocked by residential and commercial properties and unable to expand, and

WHEREAS, there is a need for additional clinical, parking, and office space for use by the Hospital, and

WHEREAS, future expansions and strategic facility planning are unable to be pursued without the purchase of additional properties near the Hospital, and

WHEREAS, the property located at 4135 Hohe Street, Homer, AK 99603, KPB Parcel number: 17506205 was listed for sale, and

WHEREAS, this property consists of .28 acres and a single family residence which may be converted to commercial medical office space as it resides in the Medical Zoning District; and

WHEREAS, an independent appraisal of the property indicates that its fair market value plus closing costs are estimated at \$315,000; and

WHEREAS, SPH Management has reviewed the appraisal and completed the KPB Real Property Need Questionnaire (RPNQ) and

WHEREAS, South Peninsula Hospital currently has over \$8 million dollars of unobligated Plant Replacement and Expansion Funds being held at the borough; and

WHEREAS, SPH Management would like to use Plant Replacement funds to purchase the property located at 4135 Hohe Street, Homer, AK 99603 Parcel number: 17506205; and

WHEREAS, the purchase was discussed at Finance Committee on November 19, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SOUTH PENINSULA HOSPITAL:

1. That the South Peninsula Hospital Board of Directors approves the use of Plant Replacement and Expansion Funds to purchase the property located at 4135 Hohe Street, Homer, AK 99603.

2. That the South Peninsula Hospital Board of Directors requests that the Kenai Peninsula Borough execute a purchase agreement on behalf of South Peninsula Hospital in an amount estimated at \$315,000 for purchase price and all closing costs.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF SOUTH PENINSULA AT ITS MEETING HELD ON THIS 2nd DAY OF DECEMBER, 2020.

ATTEST:



Melissa Jacobsen, Board Secretary



Walter Partridge, Acting Board President

Introduced by: Mayor
Date: 03/17/20
Action: Adopted
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-021**

**A RESOLUTION EXTENDING THE DEADLINE FOR SUBMISSION OF THE
ANADROMOUS WATERS HABITAT PROTECTION WORK GROUP'S FINAL
REPORT**

WHEREAS, an Anadromous Waters Habitat Protection Work Group (“AWHPWG”) was formed by Resolution 2019-058 on November 5, 2019 and amended by Resolution 2020-09; and

WHEREAS, a final report is due to the planning commission by March 23, 2020, unless extended by the assembly; and

WHEREAS, due to delays caused by the amendment and scheduling conflicts the AWHPWG’s first meeting is scheduled for March 12, 2020; and

WHEREAS, the AWHPWG requires additional time due to the late start in the getting the group assembled; and

WHEREAS, the additional time will allow the AWHPWG to hold more than one meeting for discussion, consideration, and due diligence in its review of KPB 21.18 and any issues before the work group; and


WHEREAS, the ASHPWG needs additional time to properly serve its purpose;

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

SECTION 1. The deadline for the final report of the AWHPWG to the planning commission is extended to October 13, 2020.

SECTION 2. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 17TH DAY OF MARCH, 2020.

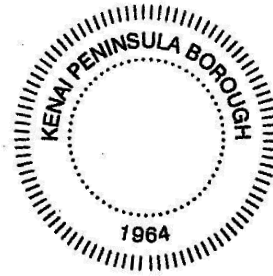


Kelly Cooper, Assembly President

ATTEST:



John Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, Cooper
No: None
Absent: None

Introduced by: Mayor
Date: 01/19/21
Hearing: 02/16/21
Action: Enacted as Amended
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-03**

**AN ORDINANCE AMENDING KPB 21.06.040, ADMINISTRATION, AND KPB
21.06.070, “DEVELOPMENT” DEFINITION, FOR FLOODPLAIN MANAGEMENT
PURPOSES**

WHEREAS, floodplain management within the borough is a critical service that the borough provides dating back to 1988; and

WHEREAS, the borough is a participating community in the National Flood Insurance Program (NFIP), a program that provides numerous federal benefits to property owners; and

WHEREAS, the borough’s eligibility in the NFIP is contingent upon the borough continuing to meet the minimum regulatory requirements as set forth by the Federal Emergency Management Agency (FEMA); and

WHEREAS, pursuant to the applicable federal regulations all development within the floodway requires the permit applicant to demonstrate through hydrologic and hydraulic analyses performed by a registered professional engineer that there will be no increase in flood levels during the occurrence of the base flood discharge; and

WHEREAS, FEMA has identified minor or small projects that do not involve filling, grading, or excavating as projects that will not increase the flood stages; and

WHEREAS, FEMA has determined that some projects are too small to warrant a hydrologic and hydraulic analysis, and as such these projects may be identified by the Floodplain Administrator using logic and common sense; and

WHEREAS, this code change will refine the definition of development to align with FEMA requirements while also recognizing that minor projects that either do not increase the natural grade, do not obstruct floodwaters, or do not increase flood stages are not considered development for purposes of floodplain management regulations; and

WHEREAS, requiring a hydrologic and hydraulic analysis, also known as a No-Rise Study, for minor projects would substantially increase the cost of the project to the point where the cost of the study may be greater than the cost of the project; and

WHEREAS, the Kenai Peninsula Borough Planning Commission, at its regular meeting of January 25, 2021, recommended approval by unanimous consent;

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

SECTION 1. That KPB 21.06.040(A) is hereby amended as follows:

21.06.040. Administration.

A. *Development Permit Required.* A development permit shall be obtained before construction or development begins within flood hazard areas established in KPB 21.06.030(B). Whether or not a project or activity meets the definition for “development” under KPB 21.06.070 is subject to a final written determination made by the planning department after consultation with the applicant. The permit shall be for all structures and for all other development including fill and other activities. Application for a development permit shall be made on forms furnished by the borough and shall include but not be limited to the following: plans drawn to scale showing the nature, location, dimensions, and elevations of the area in question; logging, placement of storage tanks (fuel or other), existing or proposed structures, substantial improvements of existing structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

1. Elevation in relation to mean sea level of the lowest floor (including basement) of all structures;
2. Elevation in relation to mean sea level to which any structure has been floodproofed;
3. Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in KPB 21.06.050(B)(2);
4. Description of the extent to which a watercourse will be altered or relocated as a result of proposed development.

...

SECTION 2. That KPB 21.06.070 is hereby amend as follows:

21.06.070. Definitions.

For the purposes of this chapter, the following words and phrases shall be defined as follows:

"100-year or 1-percent annual exceedance probability flood" (also called "regulatory flood," "base flood" or "special flood hazard area") means a flood with a 1 percent chance of being equaled or exceeded in any year. Statistical analysis of available streamflow or storm records, or analysis of rainfall and runoff characteristics of the watershed, or topography and storm characteristics are used to determine the extent and depth of the 100-year or 1-percent annual exceedance probability flood.

"Breakaway wall" means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building.

"Clearing" means the act of removing trees or vegetation on a cumulative 20 percent or more of a given parcel of land.

"Coastal high hazard area" means the area subject to high velocity waters due to wind, tidal action, storm, tsunami or any similar force, acting singly or in any combination resulting in a wave or series of waves of sufficient magnitude, velocity or frequency to endanger property and lives.

"Development" means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations located within the area of special flood hazard. Development does not include minor projects, routine maintenance, or practices or projects that do not involve filling, grading, or excavating.

"Exception" means a grant of relief from the requirements of this chapter, which permits construction in a manner that would otherwise be prohibited by this chapter.

...


SECTION 3. That this ordinance shall become effective immediately upon enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF FEBRUARY, 2021.

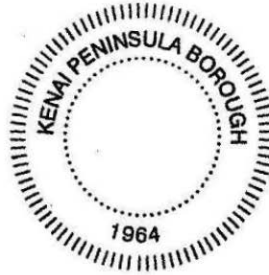


Brent Hibbert, Assembly President

ATTEST:



Jonni Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert
No: None
Absent: None

Kenai Peninsula Borough Planning Department – River Center

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*
Melanie Aeschliman, Planning Director *MA*

FROM: Samantha Lopez, Acting River Center Manager *SL*

DATE: January 7, 2021

RE: Ordinance 2021-03, Amending KPB 21.06.040, Administration, and KPB 21.06.070, "Development" Definition, for Floodplain Management Purposes (Mayor)

Floodplain management within the borough is a critical service that the borough provides dating back to 1988. Per guidance issued by the Federal Emergency Management Agency (FEMA), small or minor projects that do not involve filling, grading, or excavating may not be considered "development" for purposes of floodplain management regulations. Such projects do not increase the natural grade, do not obstruct floodwaters, and do not increase flood stages. FEMA has thus determined that minor projects may not meet the definition of "development", and are too small to warrant a full hydrologic and hydraulic (H&H) analysis, commonly referred to as a No-Rise Certification.

By amending the definition of "development", the code will align with FEMA's requirements, while also allowing the floodplain administrator to more objectively determine which projects do not meet the definition of development because it is a minor project. Should this code change fail, then moving forward all developments, even minor projects, in the floodway will require H&H analysis.


This ordinance will also amend borough code to clarify that the borough's planning department, as delegated to the borough's floodplain administrator, is responsible for issuing a final written determination as to whether or not a proposed project falls within the definition of development and therefore requires a permit for purposes of KPB 21.06 Floodplain Management.


Your consideration of this ordinance is appreciated.

Kenai Peninsula Borough
Planning Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor 

FROM: Melanie Aeschliman, Planning Director 

DATE: January 29, 2021

RE: Ordinance 2021-03, Amending KPB 21.06.040. Administration, and KPB 21.06.070, "Development" Definition, for Floodplain Management Purposes.

The Kenai Peninsula Borough Planning Commission reviewed the subject ordinance during their regularly scheduled January 25, 2021 meeting.

A motion passed by unanimous vote (11Yes, 0 No) to recommend approval of Ordinance 2021-03.

In the ordinance, please amend the last WHEREAS statement:

WHEREAS, the Kenai Peninsula Borough Planning Commission, at its regular meeting of January 25, 2021 recommended approval by unanimous vote.

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

him a buffer and give him access to bring supplies right up to his property. Commissioner Martin stated it look like it could be a win-win situation for the neighbor, with the Clements providing the whole 30' feet of the right-of-way and Mr. Jones getting better access to his property. Ms. Clements stated they did consider using Lot 3 for the new easement but it is very swampy and would make it difficult to build and use. The area they are proposing for the new easement is on higher and dry ground.

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

MOTION PASSED BY MAJORITY VOTE:

Yes	8	No	3	Absent	0
Yes	Bentz, Brantley, Carluccio, Chesser, Ecklund, Fikes, Martin, Morgan				
No	Gillham, Ruffner, Venuti				

AGENDA ITEM E. NEW BUSINESS

- 3. Ordinance 2021-03: Amending KPB 21.06.040, Administration and KPB 21.06.070, "Development" Definition, for Floodplain Management Purposes

Staff report given by Samantha Lopez.

Floodplain management within the borough is a critical service that the borough provides dating back to 1988. Per guidance issued by the Federal Emergency Management Agency (FEMA), small or minor projects that do not involve filling, grading, or excavating may not be considered "development" for purposes of floodplain management regulations. Such projects do not increase the natural grade, do not obstruct floodwaters, and do not increase flood stages. FEMA has thus determined that minor projects may not meet the definition of "development", and are too small to warrant a full hydrologic and hydraulic (H&H) analysis, commonly referred to as a No-Rise Certification.

By amending the definition of "development", the code will align with FEMA's requirements, while also allowing the floodplain administrator to more objectively determine which projects do not meet the definition of development because it is a minor project. Should this code change fail, then moving forward all developments, even minor projects, in the floodway will require H&H analysis.

This ordinance will also amend borough code to clarify that the borough's planning department, as delegated to the borough's floodplain administrator, is responsible for issuing a final written determination as to whether or not a proposed project falls within the definition of development and therefore requires a permit for purposes of KPB 21.06 Floodplain Management.

END OF STAFF REPORT

Chair Martin open the item for public comment. Seeing and hearing no one from the public wishing to comment, Chair Martin closed public comment and opened discussion among the Commission.

MOTION: Commissioner Carluccio moved, seconded by Commissioner Ecklund to forward to the Assembly a recommendation to adopt Ordinance 2021-03, Amending KPB 21.06.040, Administration, and KPB 21.06.070, "Development" definition, for floodplain management purposes.

Commissioner Carluccio asked staff for an example of the new definition of development. Ms. Lopez replied it would be projects like a simple garden box or removal of six inches of overburden to be replaced with topsoil for a garden, projects like these would not require a permit. The current definition defines any manmade changes as development, which would require a permit. The new definition would make it easier for constituents to do small low impact projects within the floodplain without having to get a permit

Commissioner Bentz asked staff in considering developments that do not involve filling, grading or excavating, for instance a building on pilings, how does increasing impervious surfaces play into this change? Especially considering the potential to speed of surface runoffs. The effects that might have on rainfall runoff characteristics on the property as they related to a stream. Ms. Lopez replied if someone were to build a structure within the floodplain, the floodplain regulations would still apply. The floodplain

codes do not have much in the way of regulatory teeth when addressing impervious surfaces. Where that is addressed under 21.18 the Habitat Protection code. If the project is within 50 feet of a stream it will be addressed under 21.18 and not floodplain regulations.

Commissioner Ruffner asked staff any development permitted within the 50' Habitat Protection District (HPD) it will come under KPB 21.18 and not floodplain regulations. Ms. Lopez replied that he was correct. Ms. Lopez noted there is nothing in the floodplain code that would override KPB 21.18. While there may be an area that is within both the floodplain and the HPD – any activity within the HPD will come under 21.18. Commissioner Ruffner then asked projects that do not involve fill, such a spruce tree bank revetments, how does FEMA looks at these activities? He would assume this type of activities would be considered a minor development and would not require an expensive H&H study. He then asked if this type of work would be considered fill under the new definition. Ms. Lopez replied FEMA would not consider most bank revetment projects major developments as you are replacing what was once there. Going off the maps we have for the Kenai River, which are 40 years old; it is safe to assume that the banks have experienced erosion during that time. FEMA does have guidelines that allow for the bank to be returned to its natural grade. It is on the landowner to prove that the project is returning the bank to its natural grade and that the work is not going beyond that.

Seeing and hearing no objection or discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes	11	No	0	Absent	0
Yes	Bentz, Brantley, Carluccio, Chesser, Ecklund, Fikes, Gillham, Martin, Morgan, Ruffner, Venuti				
No	None				

AGENDA ITEM E. NEW BUSINESS

4. Ordinance 2020-19-17 , Authorizing the Acquisition of Real Property Located at 4135 Hohe Street, Homer, Alaska on Behalf of South Peninsula Hospital, Appropriating \$315,000 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Purchase, and Authorizing an Amendment to the SPH, Inc. Operating Agreement

Staff report given by Marcus Mueller.

Property located adjacent to the South Peninsula Hospital (SPH) campus at 4135 Hohe Street has become available for purchase. SPH faces a shortage of area available parking and infrastructure. Acquiring the property would support SPH operations by providing room for future expansion.

The property, along with other hospital properties, is located within the City of Homer's Residential Office Zoning District, which allows for hospitals and medical clinics by conditional use permit.

The negotiated purchase price is \$300,000, which is the independently appraised fair market value. Prior to completing the purchase, the property would be inspected for structural and environmental conditions. The purchase agreement provides up to 180 days to close and the borough is responsible for all closing costs. Closing costs, prorated taxes and purchase investigation costs are not expected to exceed \$15,000. The unused balance of the appropriated funds will revert to the SPH Plant Replacement and Expansion Fund (PREF).

The attached ordinance would authorize the purchase of the property and appropriate \$315,000 from the PREF to cover the costs associated with the purchase, and would provide for an amendment to the SPH Operating Agreement to add the property to the list of leased property under the operating agreement.

END OF STAFF REPORT

Chair Martin open the item for public comment. Seeing and hearing no one from the public wishing to comment, Chair Martin closed public comment and opened discussion among the Commission.

MOTION: Commissioner Venuti moved, seconded by Commissioner Bentz to forward to the Assembly a

Introduced by:	Mayor
Date:	09/15/20
Hearing:	10/13/20
Action:	Postponed as Amended to 12/01/20
Vote:	9 Yes, 0 No, 0 Absent
Date:	12/01/20
Action:	Tabled as Amended
Vote:	9 Yes, 0 No, 0 Absent
Date:	07/06/21
Action:	Removed from the Table and Enacted as Amended
Vote:	8 Yes, 0 No, 1 Absent

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-19-07**

**AN ORDINANCE APPROPRIATING REFINANCED 2013 BEAR CREEK FIRE
SERVICE AREA GENERAL OBLIGATION BOND PROCEEDS FOR THE PURPOSE
OF PAYING BOND REFINANCING ISSUANCE COSTS**

WHEREAS, the Kenai Peninsula Borough, Alaska (the “Borough”), to finance certain capital improvements in the Bear Creek Fire Service Area, issued and sold its Bear Creek Fire Service Area General Obligation Bonds, Series 2013, dated March 12, 2013, in the original principal amount of \$1,215,000 (the “2013 Bond”) to the Alaska Municipal Bond Bank (the “Bond Bank”), as authorized by Resolution No. 2012-091 of the Borough adopted on December 4, 2012 (the “Bond Resolution”), based on terms and conditions set forth in the Bond Resolution and a loan agreement between the Borough and the Bond Bank dated as of March 1, 2013 (the “Loan Agreement”); and

WHEREAS, the Bond Bank issued and sold its General Obligation and Refunding Bonds, 2013 Series One (the “Bond Bank Bonds”), to, among other things, provide funds to purchase the 2013 Bond, as provided in the Loan Agreement; and

WHEREAS, Section 6 of the Loan Agreement provides that payments of principal of and interest on the 2013 Bond may be adjusted to reduce debt service on the 2013 Bond if the Bond Bank is able to achieve debt service savings by refunding the Bond Bank Bonds; and

WHEREAS, the Bond Bank now intends to issue a series of its general obligation refunding bonds (the “Bond Bank Refunding Bonds”) for the purpose, among others, of refunding all, or a portion, of the outstanding Bond Bank Bonds and achieving debt service savings; and

WHEREAS, through Resolution 2020-044, the assembly approved the Borough's participation in this refinancing and to authorize the mayor or his designee to accept a revised debt service schedule for the 2013 Bond if the Bond Bank successfully refinances the Bond Bank Bonds; and

WHEREAS, the Bond Bank anticipates a refinancing closing date following October 1, 2020;

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

SECTION 1. That 2013 refinanced Bear Creek Fire Service Area bond proceeds in the amount of up to \$8,100 are appropriated to the Bear Creek Fire Service Area Capital Project Fund, account number 442.51210.21BND.49999 to pay costs related to the issuance.

SECTION 2. 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 3. That eligible costs incurred prior to the appropriation date will be charged to the project.


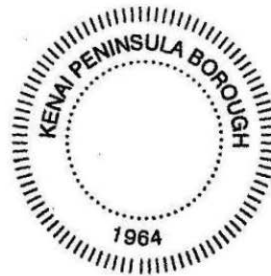
SECTION 4. This ordinance is effective retroactively on June 30, 2021.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 6TH DAY OF JULY, 2021.



Brent Hibbert, Assembly President

ATTEST:


Jenni Blankenship, MMC, Borough Clerk

10/13/20 Vote on motion to postpone as amended to 12/01/20:

Yes: Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, Cooper

No: None

Absent: None

12/01/20 Vote on motion to table:

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert

No: None

Absent: None

07/06/21 Vote on motion to remove from the table:

Yes: Bjorkman, Carpenter, Chesley, Derkevorkian, Dunne, Elam, Johnson, Hibbert

No: None

Absent: Cox

07/06/21 Vote on motion to enact as amended:

Yes: Bjorkman, Carpenter, Chesley, Derkevorkian, Dunne, Elam, Johnson, Hibbert

No: None

Absent: Cox

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *BH & CP*

FROM: Brandi Harbaugh, Finance Director *BA*
Colette Thompson, Borough Attorney *CT*

DATE: June 24, 2021

SUBJECT: Request that the Assembly Remove Ord. 2020-19-07, Ord. 2020-19-08, and Ord. 2020-19-09 from the table to be heard at their Regular Scheduled Meeting of July 6, 2021.

Due to the three refunding bond sales being completed on June 16, 2021, the administration requests that the appropriating ordinances be removed from the table to be heard at the Assembly's regularly scheduled meeting of July 6, 2021 so bond counsel can be paid for services rendered over the past year in a timely manner.

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *Blt for CP*

FROM: Brandi Harbaugh, Finance Director *Blt*
Colette Thompson, Borough Attorney *CT*

DATE: June 24, 2021

SUBJECT: Amendment to Ordinance 2020-19-07, Appropriating Refinanced 2013 Bear Creek Fire Service Area General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance (Mayor)

Due to delays, a change in the tax status of a bond transaction and preparation of superseding resolutions, the Borough has agreed to increase the original fee to bond counsel to \$8,100 including estimated out of pocket costs.

(Please note the bold underlined language is new and the bracketed strikeout language is to be deleted.)

➤ Amend Section 1, as follows:

SECTION 1. That 2013 refinanced Bear Creek Fire Service Area bond proceeds in the amount of up to ~~[\$6,860]~~ **\$8,100** are appropriated to the Bear Creek Fire Service Area Capital Project Fund, account number 442.51210.21BND.49999 to pay costs related to the issuance.

SECTION 4. ~~[This ordinance takes effect immediately upon its enactment]~~ **This ordinance is effective retroactively on June 30, 2021.**

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>442.00000.21BND.39010</u>
Amount:	<u>\$8,100</u>
By: <u>PP</u>	Date: <u>6/24/2021</u>

Your consideration is appreciated.

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor *CP*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: September 3, 2020

SUBJECT: Ordinance 2020-19- 07, Appropriating Refinanced 2013 Bear Creek Fire Service Area General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

In May 2020, the Kenai Peninsula Borough Assembly approved Resolution 2020-044, authorizing the Borough's participation in the refinancing of select series for the 2013 Bear Creek Fire Service Area general obligation bonds.

Due to reductions in long term interest rates, the Alaska Municipal Bond Bank has determined that a portion of the outstanding 2013 Bear Creek Fire Service Area bonds could be refinanced, with potential savings to borough residents of approximately \$50,000 in interest over the remaining life of the debt. This ordinance appropriates refinanced bond proceeds for the purpose of paying costs related to the issuance of the bond refinancing.

Your consideration is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>442.00000.21BND.39010</u>
Amount:	<u>\$6,860.00</u>
By: <u>PP</u>	Date: <u>9/2/2020</u>

Kenai Peninsula Borough

Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: November 19, 2020

SUBJECT: Request to Table Ordinance 2020-19-07, Appropriating Refinanced 2013 Bear Creek Fire Service Area General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

The Alaska Supreme Court's recent decision which invalidated a plan to sell bonds to pay oil tax credits has caused a certain amount of uncertainty in the Alaska bond market. The Alaska Department of Law has requested a rehearing to better define the scope of the ruling.

The Alaska Municipal Bond Bank has delayed its bond issue for a time uncertain as a result of the recent decision. Therefore, pending further analysis of the effect of the Supreme Court ruling we are looking to postpone the refinancing of the 2013 Bear Creek Service Area General Obligation Bonds until calendar year 2021.

Therefore, we are requesting to table this ordinance until early 2021, providing more time for analysis and review of the market

Your consideration is appreciated.

Kenai Peninsula Borough

Finance Department

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor CP

FROM: Brandi Harbaugh, Finance Director BH

DATE: October 1, 2020

SUBJECT: Amendment to Ordinance 2020-19-07, Appropriating Refinanced 2013 Bear Creek Fire Service Area General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs & Request to Postpone Hearing (Mayor)

The Alaska Supreme Court's recent decision which invalidated a plan to sell bonds to pay oil tax credits has caused a certain amount of uncertainty in the Alaska bond market. The Alaska Department of Law has requested a rehearing to better define the scope of the ruling. The Alaska Municipal Bond Bank has delayed its bond issue for a time uncertain as a result of the recent decision. Therefore, pending further analysis of the effect of the Supreme Court ruling we are seeking to postpone the refinancing of the Bear Creek Fire Service Area General Obligation Bonds until after October 2020.

Based on the above circumstances, postponement of the hearing on this ordinance to the December 1, 2020, meeting is requested as well as the following amendment:

(Please note the bold underlined language is new and the bracketed strikeout language is to be deleted.)

- Amend the last whereas clause, as follows:

WHEREAS, the Bond Bank anticipates a refinancing closing date ~~[of September 2020]~~ following October 1, 2020;

Your consideration is appreciated.

Introduced by: Mayor
Date: 06/16/20
Action: Adopted
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-044**

A RESOLUTION APPROVING THE KENAI PENINSULA BOROUGH'S PARTICIPATION IN A PROPOSED REFINANCING BY THE ALASKA MUNICIPAL BOND BANK OF ITS GENERAL OBLIGATION BONDS THAT PROVIDED FUNDS TO PURCHASE THE BEAR CREEK FIRE SERVICE AREA GENERAL OBLIGATION BONDS, SERIES 2013 OF THE KENAI PENINSULA BOROUGH, UNDER A LOAN AGREEMENT BETWEEN THE KENAI PENINSULA BOROUGH AND THE ALASKA MUNICIPAL BOND BANK; AND AUTHORIZING THE KENAI PENINSULA BOROUGH MAYOR OR DESIGNEE TO APPROVE A REVISED SCHEDULE OF PRINCIPAL AND INTEREST PAYMENTS ON THE KENAI PENINSULA BOROUGH'S 2013 BOND, IN ACCORDANCE WITH THE LOAN AGREEMENT, IF THE ALASKA MUNICIPAL BOND BANK SUCCESSFULLY REFINANCES ITS BONDS

WHEREAS, the Kenai Peninsula Borough, Alaska (the "Borough"), to finance certain capital improvements in the Bear Creek Fire Service Area, issued and sold its Bear Creek Fire Service Area General Obligation Bonds, Series 2013, dated March 12, 2013, in the original principal amount of \$1,215,000 (the "2013 Bond") to the Alaska Municipal Bond Bank (the "Bond Bank"), as authorized by Resolution No. 2012-091 of the Borough adopted on December 4, 2012 (the "Bond Resolution"), based on terms and conditions set forth in the Bond Resolution and a loan agreement between the Borough and the Bond Bank dated as of March 1, 2013 (the "Loan Agreement"); and

WHEREAS, the Bond Bank issued and sold its General Obligation and Refunding Bonds, 2013 Series One (the "Bond Bank Bonds"), to, among other things, provide funds to purchase the 2013 Bond, as provided in the Loan Agreement; and

WHEREAS, Section 6 of the Loan Agreement provides that payments of principal of and interest on the 2013 Bond may be adjusted to reduce debt service on the 2013 Bond if the Bond Bank is able to achieve debt service savings by refunding the Bond Bank Bonds; and

WHEREAS, the Bond Bank now intends to issue a series of its general obligation refunding bonds (the "Bond Bank Refunding Bonds") for the purpose, among others, of refunding all, or a portion, of the outstanding Bond Bank Bonds and achieving debt service savings; and

WHEREAS, the Assembly wishes to approve the Borough's participation in this refinancing and to authorize the Borough Mayor or his designee to accept a revised debt service schedule for the 2013 Bond if the Bond Bank successfully refinances the Bond Bank Bonds;

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

SECTION 1. Approval of Refinancing. The Assembly hereby approves the Borough's participation in the Bond Bank's refinancing of the Bond Bank Bonds and authorizes the Borough Mayor or his designee to approve a revised schedule of principal payment amounts and interest rates for the 2013 Bond, in accordance with Section 6 of the Loan Agreement, so long as the revised debt service schedule is financially advantageous to the Borough. The revised schedule of debt service on the 2013 Bond and other provisions as may be required by the Bond Bank will be set forth in an amendatory loan agreement (the "Amendatory Loan Agreement") and a refunding bond (the "2020 Refunding Bond") to be issued in exchange for the 2013 Bond. Notwithstanding, if only a portion of the outstanding principal amount of the 2013 Bond is refinanced, the 2013 Bond shall be exchanged for a bond reflecting the unrefunded portion of the 2013 Bond (the "Exchanged 2013 Bond"). The Borough Mayor or Finance Director is hereby authorized to execute and deliver the Amendatory Loan Agreement on behalf of the Borough and to deliver the 2020 Refunding Bond and Exchanged 2013 Bond, as the case may be, executed in accordance with the provisions of the Bond Resolution and this resolution, to the Bond Bank in exchange for the 2013 Bond. The Borough Mayor, Finance Director and other appropriate officers and employees of Borough are also hereby authorized to provide financial information about the Borough that the Bond Bank may require for the official statement for the Bond Bank Refunding Bonds.

SECTION 2. Tax Matters. The 2013 Bond was issued as a tax-exempt obligation under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Subject to applicable law, the 2020 Refunding Bond may be issued on a tax-exempt or taxable basis, as determined by the Mayor or Finance Director. The Exchanged 2013 Bond shall retain its original tax treatment under the Code.

SECTION 3. General Authorization. The Mayor, Finance Director, Borough Clerk, Borough Attorney, and any other appropriate officers, agents, attorneys and employees of the Borough are each hereby authorized and directed to cooperate with the Bond Bank and to take such steps, do such other acts and things, and execute such letters, certificates, agreements, papers, financing statements, assignments or instruments as in their judgment may be necessary, appropriate or desirable to carry out the terms and provisions of, and complete the transactions contemplated by, this Resolution.

SECTION 4. Prior Acts. Any and all acts heretofore taken by officers, agents, attorneys and employees of the Borough in connection with refinancing the 2013 Bond are hereby ratified and confirmed.**SECTION 5. Recitals.** The recitals to this resolution are hereby incorporated into this resolution as if fully set forth herein.


SECTION 6. Effective Date. This resolution shall become effective immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF JUNE, 2020.

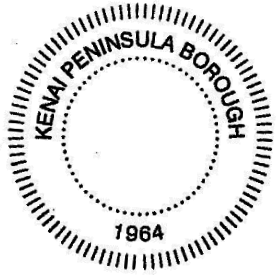


Kelly Cooper, Assembly President

ATTEST:



Johni Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, Cooper
No: None
Absent: None


CERTIFICATE

I, the undersigned, Clerk of the Kenai Peninsula Borough, Alaska (the "Borough"), Do
HEREBY CERTIFY:

1. That the attached resolution is a true and correct copy of Resolution No. 2020-044 (the "Resolution") of the Borough as approved at a regular meeting of the Assembly of the Kenai Peninsula Borough, Alaska (the "Assembly") held on the 16th day of June, 2020, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such regular meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Assembly voted in the proper manner for the approval of the Resolution; that all other requirements and proceedings incident to the proper approval of the Resolution have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of June, 2020.



John Blankenship, MMC, Borough Clerk
Kenai Peninsula Borough

Introduced by: Mayor
Date: 12/04/12
Action: Adopted
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2012-091**

A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF THE KENAI PENINSULA BOROUGH IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000) TO PAY THE COSTS OF CAPITAL IMPROVEMENTS IN THE BEAR CREEK FIRE SERVICE AREA, FIXING CERTAIN DETAIL OF SUCH BONDS, AND PLEDGING THE FULL FAITH AND CREDIT OF THE BEAR CREEK FIRE SERVICE AREA TO THE PAYMENT THEREOF

WHEREAS, pursuant to Ordinance 2007-24 of the Kenai Peninsula Borough (the "Borough") passed and approved on August 7, 2007, and as further clarified by the assembly on August 21, 2007, the following question, referred to at the election held on October 2, 2007, as Proposition No. 4, ("Proposition 4") was passed and approved:

PROPOSITION NO. 4
BEAR CREEK FIRE SERVICE AREA CAPITAL IMPROVEMENT PROJECT AND
ISSUANCE OF GENERAL OBLIGATION BONDS

Shall the Kenai Peninsula Borough spend \$3,500,000 for capital improvements related to the Bear Creek Fire Service Area and issue up to \$1,400,000 of general obligation bonds to provide funding for the project?

The bond proceeds of \$1,400,000 will be used to pay the costs of planning, designing, acquiring property for, site preparation, financing, constructing, acquiring, renovating, expanding, installing and equipping the Bear Creek Fire Service Area facility located within the Bear Creek Fire Service Area. Issuance of the bonds is subject to availability of grant funds for the remaining costs of the project; if the grant funding is not received the bonds will not be issued.

The general obligation bond debt will be paid from operating revenues generated by the Bear Creek Fire Service Area and from ad valorem taxes on all taxable property levied and collected in the Bear Creek Fire Service Area. The Bear Creek Fire Service Area will pledge its full faith and credit for payment of the general obligation bond debt.

Voter approval of this bond proposition authorizes for each \$100,000 of assessed real and personal property value in the Bear Creek Fire Service Area (based on the estimated 2007 tax year assessed valuation) an annual tax of approximately \$100.00 (an amount equal to approximately 1.0 mill) to retire the proposed general obligation bond debt.

YES [A Yes vote approves the sale of the bonds and construction of a new fire and emergency services facility – based on receiving \$2,100,000 of additional grant funding.]

NO [A No vote prohibits the issuance of the bonds and the construction project.]

WHEREAS, Section 29.47.410 of the Alaska Statutes provides that the Assembly by ordinance or resolution may provide for the form and manner of sale of bonds and notes; and

WHEREAS, it is necessary and in the best interest of the Borough and its residents that the Borough proceed to plan, design, do site preparation for, construct, acquire, renovate, install, and equip the capital improvements within the Borough described in Proposition 4 (the "Project"), and issue not to exceed \$1,400,000 principal amount of the general obligation bonds referred to in Proposition 4, constituting all of the unsold general obligation bonds referred to therein, to pay a portion of costs of the Project; and

WHEREAS, a Loan Agreement would be entered into between the Alaska Municipal Bond Bank and the Borough, which provides for the Alaska Municipal Bond Bank to purchase the Bonds on the terms and conditions set forth therein and in this resolution, and it is in the best interest of the Borough that it sell the bonds to the Alaska Municipal Bond Bank under such terms and conditions;

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

SECTION 1. Definitions. The following terms shall have the following meanings in this resolution:

- (a) "Acquired Obligations" means and includes any of the following securities, if and to the extent the same are at the time legal for investment of funds of the Borough: any noncallable bonds or other noncallable obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America.

- (b) "Assembly" means the Assembly of the Borough, as the general legislative authority of the Borough, as the same shall be duly and regularly constituted from time to time.
- (c) "Bond" or "Bonds" means any of the Bonds of the Borough, the issuance and sale of which are authorized herein as the evidence of the indebtedness referred to in Proposition 4.
- (d) "Bond Bank" means the Alaska Municipal Bond Bank.
- (e) "Bond Register" means the registration books maintained by the Registrar, which include the names and addresses of the owners or nominees of the Registered Owners of the Bonds.
- (f) "Borough" means the Kenai Peninsula Borough, a municipal corporation of the State of Alaska, organized as a second class borough under Title 29 of the Alaska Statutes.
- (g) "Code" means the Internal Revenue Code of 1986, as amended from time to time, together with all regulations applicable thereto.
- (h) "Cost" or "Costs" means the cost of planning, designing, site preparation, constructing, acquiring, renovating, installing, and equipping the Project, including interest on the Bonds during the period of planning, designing, site preparation, constructing, acquiring, renovating, installing, and equipping the Project, the cost whether incurred by the Borough, the Service Area, or by another of field surveys and advance planning undertaken in connection with the Project properly allocable to the Project, the cost of acquisition of any land or interest therein required as the site or sites of the Project or for use in connection therewith, the cost of any indemnity and surety bonds and premiums on insurance incurred in connection with the Project prior to or during construction thereof, all related direct administrative and inspection expenses whether incurred by the Borough, the Service Area, or by another in connection with the Project prior to or during construction thereof, and allocation of portions of direct costs of the Borough or the Service Area, legal fees, costs of issuance of the Bonds by the Borough, including financing charges and fees and expenses of bond counsel, financial advisors, and consultants in connection therewith, the cost of any bond insurance premium, the cost of audits, the cost of all machinery, apparatus, and equipment, cost of engineering, architectural services, designs, plans, specifications, and surveys, estimates of cost, the reimbursement of all moneys advanced from whatever source for the payment of any item or items of cost of the Project, and all other expenses necessary or incidental to determining the feasibility or practicability of the Project, and such other expenses not specified herein as may be necessary or incidental to the acquisition and

development of the Project, the financing thereof and the putting of the same in use and operation.

- (i) "Loan Agreement" means the Loan Agreement between the Borough and the Bond Bank, dated as of the first day of the month in which the Bonds are delivered.
- (j) "Registered Owner" means the person named as the registered owner of a Bond in Bond Register.
- (k) "Registrar" means the Finance Director of the Borough, or any successor that the Borough may appoint by resolution.
- (l) "Service Area" means the Bear Creek Fire Service Area located within the Borough.

SECTION 2. Authorization of Bonds and Purpose of Issuance. For the purpose of providing the funds required to pay a portion of the Costs of the Project, to provide for original issue premium or discount, if any, and to pay all costs incidental thereto and to the issuance of the Bonds, the Borough hereby authorizes and determines to issue and to sell the Bonds in the aggregate principal amount of not to exceed \$1,400,000. The Bonds shall be designated "Kenai Peninsula Borough, Alaska Bear Creek Fire Service Area General Obligation Bonds."

The Borough has ascertained and hereby determines that each and every matter and thing as to which provision is made in this resolution is necessary in order to carry out and effectuate the purpose of the Borough in accordance with the Constitution and the statutes of the State of Alaska and to incur the indebtedness and issue the Bonds as referred to in Proposition 4.

SECTION 3. Obligation of Bonds. The Bonds shall be direct and general obligations of the Service Area and the full faith and credit of the Service Area are hereby pledged to the payment of the principal of and interest on the Bonds. The Borough hereby irrevocably pledges and covenants that it will levy and collect taxes upon all taxable property within the Service Area without limitation as to rate or amount, in amounts sufficient, together with other funds legally available therefor, to pay the principal of and interest on the Bonds as the same become due and payable.

SECTION 4. Date, Maturities, Interest Rates, and Other Details of Bonds. The Bonds shall be dated the date of delivery, shall be in the denomination of \$5,000 or any integral multiple thereof, or such other date and denominations as may be determined by the Mayor or Finance Director, and shall be numbered separately in such manner and with any additional designation as the Registrar deems necessary for purposes of identification.

The Bonds shall bear interest from the date thereof, payable and semiannually on such dates as may be determined by the Mayor or Finance Director. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months. The Mayor or Finance Director is authorized to fix and determine the maturity dates and the rate of interest on each principal installment of the Bonds, provided that (i) no rate of interest on a principal installment shall exceed the rate of interest on the corresponding maturity of the bonds of the Bond Bank issued to provide funds to purchase the Bonds; (ii) the true interest cost of the Bonds shall not exceed 6.0% unless approved by resolution of the Assembly; and (iii) all of the Bonds shall mature on or before December 31, 2033.

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 which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. 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 owned by the Alaska Municipal Bond Bank, payments of principal and interest on the Bonds will be made by check or draft mailed by first class mail to the Registered Owners of the Bonds at the addresses for such Registered Owners appearing on the Bond Register on or before the payment date, provided that the final installment of principal and interest on the Bonds will be payable upon presentation and surrender of the Bonds by the Registered Owner at the principal office of the Registrar.

SECTION 6. Optional Redemption. The Bonds may be subject to redemption, at the Borough's option, as provided in the Loan Agreement.

SECTION 7. Form of Bond. Each Bond shall be in substantially the following form, subject to the provisions of the Loan Agreement:

UNITED STATES OF AMERICA
STATE OF ALASKA

KENAI PENINSULA BOROUGH
(A Municipal Corporation of the State of Alaska)

NO. _____ \$ _____

KENAI PENINSULA BOROUGH, ALASKA BEAR CREEK FIRE
SERVICE AREA GENERAL OBLIGATION BONDS

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, the Principal Amount indicated above in the following installments on ____ 1 of each of the following years, and to pay interest on such installments from the date hereof, payable on [____ 1, 20__] and semiannually thereafter on the first days of June and December of each year, at the rates per annum as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
_____	_____	_____

For so long as this Bond is owned by the Alaska Municipal Bond Bank (the "Bank"), payment of principal and interest shall be made as provided in the Loan Agreement between the Bank and the Borough (the "Loan Agreement"). In the event that this Bond is no longer owned by the 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 on or before the payment date, provided that the final installment of principal and interest on this Bond will be payable at the office of the Borough 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 which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts.

This Bond is one of the Bear Creek Fire Service Area General Obligation Bonds of like tenor and effect except as to interest rate, serial number, and maturity, aggregating \$_____ in principal amount, and constituting bonds authorized for the purpose of paying the cost of the educational capital improvements in the Borough, and is issued under Resolution 2012-091 of the Borough entitled:

A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF THE KENAI PENINSULA BOROUGH IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000) TO PAY THE COSTS OF CAPITAL IMPROVEMENTS IN THE BEAR CREEK FIRE SERVICE AREA, FIXING CERTAIN DETAIL OF SUCH BONDS, AND PLEDGING THE FULL FAITH AND CREDIT OF THE BEAR CREEK FIRE SERVICE AREA TO THE PAYMENT THEREOF

(herein called the "Resolution").

The Bonds will be subject to redemption at the option of the Borough as described in the Loan Agreement.

This Bond is transferable as provided in the Resolution, (i) only upon the bond register of the Borough, and (ii) upon surrender of this Bond together with a written instrument of transfer duly executed by the registered owner or the duly authorized attorney of the registered owner, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and

maturity shall be issued to the transferee in exchange therefor as provided in the Resolution and upon the payment of charges, if any, as therein prescribed. The Borough may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price, if any, hereof and interest due hereon and for all other purposes whatsoever.

The full faith and credit of the Bear Creek Fire Service Area are pledged for the payment of the principal of and interest on the Bond as the same shall become due.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts, or things required by the constitution or statutes of the State of Alaska to exist, to have happened, or to have been performed precedent to or in the issuance of this Bond, exist, have happened, and have been performed, and that the series of Bonds of which this is one, together with all other indebtedness of the Borough, is within every debt and other limit prescribed by said constitution or statutes.

IN WITNESS WHEREOF, THE KENAI PENINSULA BOROUGH, ALASKA, has caused this Bond to be signed in its name and on its behalf by its Mayor and its corporate seal to be hereunto impressed or otherwise reproduced and attested by its Clerk, all as of the ____ day of _____, 2012.

Mike Navarre, Mayor

ATTEST:

Johni Blankenship, MMC, Borough Clerk

SECTION 8. Execution. The Bonds shall be executed in the name of the Borough by the Mayor, and its corporate seal shall be impressed or otherwise reproduced thereon and attested by the Borough Clerk. 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, although any such person shall have ceased to hold office at the time of delivery of the Bond or shall not have held office on the date of the Bond.

SECTION 9. Registration.

- (a) The Bonds shall be issued only in registered form as to both principal and interest. The Borough designates the Borough Finance Director as Registrar for the Bonds. The Registrar shall keep, or cause to be kept, the Bond Register at the principal office of the Borough.
- (b) The Borough, 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, 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) 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 canceled by the Registrar. The Registrar shall not be required to transfer or exchange any Bond after the Bond has been called for redemption.
- (d) The Borough covenants that, until all Bonds have been surrendered and canceled, it will maintain a system for recording the ownership of each Bond that complies with the provisions of Section 149 of the Code.

SECTION 10. Mutilated, Destroyed, Stolen, or Lost Bonds. Upon surrender to the Registrar of 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 identification 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 in connection therewith. 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.

SECTION 11. Disposition of the Sale Proceeds of the Bonds. The sale proceeds of the Bonds representing accrued interest on the Bonds may be applied to pay a portion of the interest due on the Bonds on the first interest payment date. The remainder of the sale proceeds of the Bonds shall be applied to pay Costs. The sale proceeds of the Bonds shall be deposited in the appropriate funds or accounts of the Borough for such purposes.

SECTION 12. Tax Covenants. The Borough covenants to comply with any and all applicable requirements set forth in the Code in effect from time to time to the extent that

such compliance shall be necessary for the exclusion of the interest on the Bonds from gross income for federal income tax purposes. The Borough covenants that it will make no use of the proceeds of the Bonds which will cause the Bonds to be "arbitrage bonds" subject to federal income taxation by reason of Section 148 of the Code. The Borough covenants that it will not take or permit any action that would cause the Bonds to be "private activity bonds" as defined in Section 141 of the Code.

SECTION 13. Sale of the Bonds; Loan Agreement. The sale of for not to exceed \$1,400,000 aggregate principal amount of the Bonds, as provided in the Loan Agreement and this resolution, is hereby authorized and approved. The Mayor or Borough Finance Director is hereby authorized to execute and deliver the Loan Agreement, and a Continuing Disclosure Certificate and such other documents as may be necessary to effectuate issuances of the Bonds on behalf of the Borough.

SECTION 14. Authority of Officers. The Mayor, the Borough Finance Director, the Borough Clerk are, and each of them hereby is, authorized and directed to do and perform all things and determine all matters not determined by this resolution, or to be determined by a subsequent ordinance or resolution, to the end that the Borough may carry out its obligations under the Bonds and this resolution.

SECTION 15. Defeasance. In the event that money and/or non-callable Acquired Obligations maturing at such 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 trust account to effect such redemption or retirement and such moneys and the principal of and interest on such Acquired Obligations are irrevocably set aside and pledged for such purpose, then no further payments need to be made to pay or secure the payment of the principal of and interest on such Bonds and such Bonds shall be deemed not to be outstanding.

SECTION 16. Amendatory and Supplemental Resolutions.

- (a) The Assembly from time to time and at any time may adopt 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:
 - (i) To add to the covenants and agreements of the Borough 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.
 - (ii) 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 Registered Owner of the Bonds.

Any such supplemental resolution may be adopted without the consent of the Registered Owner of any of the Bonds at any time outstanding, notwithstanding any of the provisions of subsection (b) of this section.

(b) With the consent of a bond insurer, if any, or the Registered Owners of not less than 60 percent in aggregate principal amount of the Bonds at the time outstanding, the Assembly may adopt 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:

(i) extend the fixed maturity of any of the Bonds, or reduce the rate of interest thereon, or reduce the amount or change the date of any sinking fund installment, 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 owners of each Bond so affected; or

(ii) reduce the aforesaid percentage of owners of Bonds required to approve any such supplemental resolution without the consent of the owners of all the Bonds then outstanding.

It shall not be necessary for the consent of the Registered Owners of the Bonds under this subsection to approve the particular form of any proposed supplemental resolution, but it shall be sufficient if such consent approves the substance thereof.

(c) Upon the adoption of any supplemental resolution under this section, this resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of the Borough and all Registered Owners of outstanding Bonds shall thereafter be subject in all respects to such modification and amendment, and all the terms and conditions of the supplemental resolution shall be deemed to be part of the terms and conditions of this resolution for any and all purposes.

(d) Bonds executed and delivered after the execution of any supplemental resolution adopted under 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 Bonds modified so as to conform, in the opinion of the Borough, to any modification of this resolution contained in any such supplemental resolution may be prepared by the Borough and delivered without cost to the Registered Owner of the Bonds then

outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts.

SECTION 17. Miscellaneous.

- (a) All payments made by the Borough of, or on account of, the principal of or interest on the Bonds shall be made on the several Bonds ratably and in proportion to the amount due thereon, respectively, for principal or interest as the case may be.
- (b) No recourse shall be had for the payment of the principal of or the interest on the Bonds or for any claim based thereon or on this resolution against any member of the Assembly or officer of the Borough or any person executing the Bonds. The Bonds are a debt only of the Service Area and are not and shall not be in any way a debt or liability of the Borough, the State of Alaska or of any political subdivision thereof, and do not and shall not create or constitute an indebtedness or obligation, either legal, moral or otherwise, of the Borough, the State or of any political subdivision thereof.

SECTION 18. Severability. If any one or more of the provisions of this resolution shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bonds.

SECTION 19. Effective date. This resolution shall take effect immediately.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH ON THIS 4TH DAY OF DECEMBER, 2012.

Linda Murphy, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes: Haggerty, Johnson, McClure, Pierce, Smalley, Smith, Tauriainen, Wolf, Murphy
No: None
Absent: None

Introduced by:	Mayor
Date:	09/15/20
Hearing:	10/13/20
Action:	Postponed as Amended to 12/01/20
Vote:	9 Yes, 0 No, 0 Absent
Date:	12/01/20
Action:	Tabled as Amended
Vote:	9 Yes, 0 No, 0 Absent
Date:	07/06/21
Action:	Removed from the Table and Enacted as Amended
Vote:	8 Yes, 0 No, 1 Absent

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-19-08**

**AN ORDINANCE APPROPRIATING REFINANCED 2013 SCHOOL GENERAL
OBLIGATION BOND PROCEEDS FOR THE PURPOSE OF PAYING BOND
REFINANCING ISSUANCE COSTS**

WHEREAS, the Kenai Peninsula Borough, Alaska (the “Borough”), to finance certain educational capital improvements, issued and sold its Education Capital Improvement General Obligation Bond, Series 2013, dated November 14, 2013, in the original principal amount of \$20,860,000 (the “2013 Bond”) to the Alaska Municipal Bond Bank (the “Bond Bank”), as authorized by Resolution No. 2013-071 of the Borough adopted on October 8, 2013 (the “Bond Resolution”), based on terms and conditions set forth in the Bond Resolution and a loan agreement between the Borough and the Bond Bank dated as of November 1, 2013 (the “Loan Agreement”); and

WHEREAS, the Bond Bank issued and sold its General Obligation Bonds, 2013 Series Three (the “Bond Bank Bonds”), to, among other things, provide funds to purchase the 2013 Bond, as provided in the Loan Agreement; and

WHEREAS, Section 6 of the Loan Agreement provides that payments of principal of and interest on the 2013 Bond may be adjusted to reduce debt service on the 2013 Bond if the Bond Bank is able to achieve debt service savings by refunding the Bond Bank Bonds; and

WHEREAS, the Bond Bank now intends to issue a series of its general obligation refunding bonds (the “Bond Bank Refunding Bonds”) for the purpose, among others, of refunding all, or a portion, of the outstanding Bond Bank Bonds and achieving debt service savings; and

WHEREAS, through Resolution 2020-042, the assembly approved the Borough's participation in this refinancing and to authorize the mayor or his designee to accept a revised debt service schedule for the 2013 Bond if the Bond Bank successfully refinances the Bond Bank Bonds; and

WHEREAS, the Bond Bank anticipates a refinancing closing date following October 1, 2020;

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

SECTION 1. That 2013 refinanced school bond proceeds in the amount of up to \$8,100 are appropriated to the School Bond Capital Project Fund, account number 401.78050.21BND.49999 to pay costs related to the issuance.

SECTION 2. 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 3. That eligible costs incurred prior to the appropriation date will be charged to the project.


SECTION 4. This ordinance is effective retroactively on June 30, 2021.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 6TH DAY OF JULY, 2021.

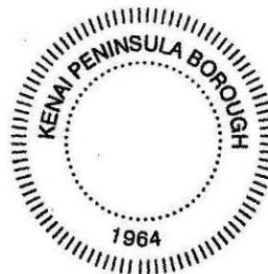


Brent Hibbert, Assembly President

ATTEST:



Jonni Blankenship, MMC, Borough Clerk



10/13/20 Vote on motion to postpone as amended to 12/01/20:

Yes: Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, Cooper

No: None

Absent: None

12/01/20 Vote on motion to table as amended:

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert

No: None

Absent: None

07/06/21 Vote on motion to remove from the table:

Yes: Bjorkman, Carpenter, Chesley, Derkevorkian, Dunne, Elam, Johnson, Hibbert

No: None

Absent: Cox

07/06/21 Vote on motion to enact as amended:

Yes: Bjorkman, Carpenter, Chesley, Derkevorkian, Dunne, Elam, Johnson, Hibbert

No: None

Absent: Cox

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *BH & CP*

FROM: Brandi Harbaugh, Finance Director *BA*
Colette Thompson, Borough Attorney *CT*

DATE: June 24, 2021

SUBJECT: Request that the Assembly Remove Ord. 2020-19-07, Ord. 2020-19-08, and Ord. 2020-19-09 from the table to be heard at their Regular Scheduled Meeting of July 6, 2021.

Due to the three refunding bond sales being completed on June 16, 2021, the administration requests that the appropriating ordinances be removed from the table to be heard at the Assembly's regularly scheduled meeting of July 6, 2021 so bond counsel can be paid for services rendered over the past year in a timely manner.

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *BH for CP*

FROM: Brandi Harbaugh, Finance Director *BH*
Colette Thompson, Borough Attorney *CT*

DATE: June 24, 2021

SUBJECT: Amendment to Ordinance 2020-19-08, Appropriating Refinanced 2013 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

Due to delays, a change in the tax status of a bond transaction and preparation of superseding resolutions, the Borough has agreed to increase the original fee to bond counsel to \$8,100 including estimated out of pocket costs.

(Please note the bold underlined language is new and the bracketed strikeout language is to be deleted.)

➤ Amend Section 1, as follows:

SECTION 1. That 2013 refinanced school bond proceeds in the amount of up to [~~\$6,860.00~~] **\$8,100** are appropriated to the School Bond Capital Project Fund, account number 401.78050.21BND.49999 to pay costs related to the issuance.

SECTION 4. [~~This ordinance takes effect immediately upon its enactment~~]
This ordinance is effective retroactively on June 30, 2021.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>401.00000.21BND.39010</u>
Amount:	<u>\$8,100</u>
By: <u>PP</u>	Date: <u>6/24/2021</u>

Your consideration is appreciated.

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor *CP*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: September 3, 2020

SUBJECT: Ordinance 2020-19 08, Appropriating Refinanced 2013 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

In May 2020, the Kenai Peninsula Borough approved Resolution 2020-042, authorizing the Borough's participation in the refinancing of select series for the 2013 school general obligation bonds.

Due to reductions in long term interest rates, the Alaska Municipal Bond Bank has determined that a portion of the outstanding 2013 school bonds could be refinanced, with potential savings to borough residents of approximately \$670,000 in interest over the remaining life of the debt. This ordinance appropriates refinanced bond proceeds for the purpose of paying costs related to the issuance of the bond refinancing.

Your consideration is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>401.00000.21BND.39010</u>
Amount:	<u>\$6,860.00</u>
By: <u><i>PP</i></u>	Date: <u>9/2/2020</u>

Kenai Peninsula Borough

Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor CP

FROM: Brandi Harbaugh, Finance Director BH

DATE: November 19, 2020

SUBJECT: Request to Table Ordinance 2020-19-08, Appropriating Refinanced 2013 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

The Alaska Supreme Court's recent decision which invalidated a plan to sell bonds to pay oil tax credits has caused a certain amount of uncertainty in the Alaska bond market. The Alaska Department of Law has requested a rehearing to better define the scope of the ruling.

The Alaska Municipal Bond Bank has delayed its bond issue for a time uncertain as a result of the recent decision. Therefore, pending further analysis of the effect of the Supreme Court ruling we are looking to postpone the refinancing of the 2013 School General Obligation Bonds until calendar year 2021.

Therefore, we are requesting to table this ordinance until early 2021, providing more time for analysis and review of the market

Your consideration is appreciated.

Kenai Peninsula Borough

Finance Department

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor *CP*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: October 1, 2020

SUBJECT: Amendment to Ordinance 2020-19-08, Appropriating Refinanced 2013 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs & Request to Postpone Hearing (Mayor)

The Alaska Supreme Court's recent decision which invalidated a plan to sell bonds to pay oil tax credits has caused a certain amount of uncertainty in the Alaska bond market. The Alaska Department of Law has requested a rehearing to better define the scope of the ruling. The Alaska Municipal Bond Bank has delayed its bond issue for a time uncertain as a result of the recent decision. Therefore, pending further analysis of the effect of the Supreme Court ruling we are seeking to postpone the refinancing of the 2013 School General Obligation Bonds until after October 2020.

Based on the above circumstances, postponement of the hearing on this ordinance to the November 10, 2020, meeting is requested as well as the following amendment:

(Please note the bold underlined language is new and the bracketed strikeout language is to be deleted.)

- Amend the last whereas clause, as follows:

WHEREAS, the Bond Bank anticipates a refinancing closing date ~~[of September 2020]~~ following October 1, 2020;

Your consideration is appreciated.

Introduced by: Mayor
Date: 10/08/13
Action: Adopted
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2013-071**

**A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL
OBLIGATION BONDS OF THE KENAI PENINSULA BOROUGH IN THE
AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$22,987,000 TO PAY THE
COSTS OF EDUCATIONAL CAPITAL IMPROVEMENTS IN THE BOROUGH,
FIXING CERTAIN DETAILS OF SUCH BONDS, AND PLEDGING THE FULL FAITH
AND CREDIT OF THE BOROUGH TO THE PAYMENT THEREOF**

WHEREAS, pursuant to Ordinance 2013-28 of the Kenai Peninsula Borough (the "Borough") enacted on August 6, 2013, the following question, referred to at the election held on October 1, 2013 as Proposition No. 2 ("Proposition 2"), was passed and approved:

PROPOSITION NO. 2

Shall the Kenai Peninsula Borough borrow up to \$22,987,000 through the issuance of general obligation bonds?

The general obligation bond proceeds will be used to pay costs of planning, designing, site preparation, constructing, acquiring, renovating, installing and equipping educational capital improvement projects consisting of a new Homer High School field and roof replacements at Tustumena Elementary School, Skyview School, Soldotna Middle School, Homer Junior High School, Paul Banks School, Kenai Central High School, Soldotna High School, Kenai Middle School, Kenai Alternative School, and Ninilchik School, and similar education capital improvements in the Borough.

The debt will be paid from ad valorem taxes on all taxable property levied and collected areawide in the Borough. The Borough will also pledge its full faith and credit for payment of the debt. The approximate annual amount of taxes on \$100,000 of assessed real or personal property value (based on the Borough's FY2014 taxable assessed valuation) to retire the debt is \$6.77, assuming 70 percent debt service reimbursement from the State of Alaska.

No bonds will be issued, unless and until the project qualifies for at least 70 percent debt service reimbursement from the State of Alaska under existing or new legislation. Receipt of State reimbursement is subject to annual legislative appropriations.

FISCAL NOTE: it is estimated that the annual debt service for the school bonds would be approximately \$1,574,500 of which \$1,102,150 would be received from the State of Alaska under the 70% debt reimbursement program, resulting in a net cost to the Borough of \$472,350; an amount equal to \$6.77 per \$100,000 of assessed real or personal property (based upon the Borough's FY2014 taxable assessed valuation).

Shall the Kenai Peninsula Borough borrow up to \$22,987,000 through the issuance of general obligation bonds?

Yes [A "Yes" vote approves the sale of bonds only if, and to the extent that, such project qualifies for at least 70% debt reimbursement from the State of Alaska.]

No [A "No" vote opposes the sale of bonds.]

WHEREAS, Section 29.47.410 of the Alaska Statutes provides that the Assembly by ordinance or resolution may provide for the form and manner of sale of bonds and notes; and

WHEREAS, the Borough received formal notification from the Alaska Department of Education and Early Development ("DEED") that the Project herein is eligible for debt reimbursement at a rate of 70 percent; and

WHEREAS, it is necessary and in the best interest of the Borough and its residents that the Borough proceed to plan, design, do site preparation for, construct, acquire, renovate, install and equip the capital improvements within the Borough described in Proposition 2 (the "Project"), and issue the general obligation bonds referred to in Proposition 2 in the principal amount not to exceed \$22,987,000, constituting all of the unsold general obligation bonds referred to therein, to pay costs of the Project; and

WHEREAS, it is in the best interest of the Borough to enter into a Loan Agreement between the Alaska Municipal Bond Bank and the Borough, which provides for the Alaska Municipal Bond Bank to purchase the Bonds on the terms and conditions set forth therein and in this resolution;

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

SECTION 1. Definitions. The following terms shall have the following meanings in this resolution:

- (a) "Assembly" means the Assembly of the Borough, as the general legislative authority of the Borough, as the same shall be duly and regularly constituted from time to time.
- (b) "Bond" or "Bonds" means any of the Bonds of the Borough, the issuance and sale of which are authorized herein as the evidence of the indebtedness referred to in Proposition 2.
- (c) "Bond Bank" means the Alaska Municipal Bond Bank.
- (d) "Bond Register" means the registration books maintained by the Registrar, which include the names and addresses of the owners or nominees of the Registered Owners of the Bonds.
- (e) "Borough" means the Kenai Peninsula Borough, a municipal corporation of the State of Alaska, organized as a second class borough under Title 29 of the Alaska Statutes.
- (f) "Code" means the Internal Revenue Code of 1986, as amended from time to time, together with all regulations applicable thereto.
- (g) "Continuing Disclosure Certificate" means the certificate dated as of the date of the Bonds, described in Section 18 of this resolution.
- (h) "Cost" or "Costs" means the cost of planning, designing, acquiring property for, site preparation, constructing, acquiring, renovating, installing and equipping the Project, including interest on the Bonds during the period of planning, designing, acquiring property for, site preparation, constructing, acquiring, renovating, installing, and equipping the Project, the cost whether incurred by the Borough or by another of field surveys and advance planning undertaken in connection with the Project properly allocable to the Project, the cost of acquisition of any land or interest therein required as the site or sites of the Project or for use in connection therewith, the cost of any indemnity and surety bonds and premiums on insurance incurred in connection with the Project prior to or during construction thereof, all related direct administrative and inspection expenses whether incurred by the Borough or by another in connection with the Project prior to or during construction thereof and allocable portions of direct costs of the Borough, legal fees, costs of issuance of the Bonds by the Borough, including financing charges and fees and expenses of bond counsel, financial advisors and consultants in connection therewith, the cost of any bond insurance premium, the cost of audits, the cost of all machinery, apparatus and equipment, cost of engineering, architectural services, designs, plans, specifications and surveys, estimates of cost, the reimbursement of all moneys advanced from whatever source for the payment of any item or items of cost of the Project, and all other expenses necessary or incidental to

determining the feasibility or practicability of the Project, and such other expenses not specified herein as may be necessary or incident to the acquisition and development of the Project, the financing thereof and the putting of the same in use and operation.

- (i) "Loan Agreement" means the Loan Agreement between the Borough and the Bond Bank.
- (j) "Registered Owner" means the person named as the registered owner of a Bond in the Bond Register.
- (k) "Registrar" means the Finance Director of the Borough, or any successor that the Borough may appoint through resolution.

SECTION 2. Authorization of Bonds and Purpose of Issuance. For the purpose of providing the funds required to pay the Costs of the Project, to provide for original issue discount or premium, if any, and to pay all costs incidental thereto and to the issuance of the Bonds, the Borough hereby authorizes and determines to issue and sell the Bonds in the aggregate principal amount of not to exceed \$22,987,000. The Bonds shall be designated "Kenai Peninsula Borough, Alaska General Obligation School Bonds."

The Borough has ascertained and hereby determines that each and every matter and thing as to which provision is made in this resolution is necessary in order to carry out and effectuate the purpose of the Borough in accordance with the Constitution and the statutes of the State of Alaska and to incur the indebtedness and issue the Bonds as referred to in Proposition 2.

SECTION 3. Obligation of Bonds. The Bonds shall be direct and general obligations of the Borough, and the full faith and credit of the Borough are hereby pledged to the payment of the principal of and interest on the Bonds. The Borough hereby irrevocably pledges and covenants that it will levy and collect taxes upon all taxable property within the Borough without limitation as to rate or amount, in amounts sufficient, together with other funds legally available therefor, to pay the principal of and interest on the Bonds as the same become due and payable.

SECTION 4. Date, Maturities, Interest Rates, and Other Details of Bonds. The Bonds shall be dated as of the date of delivery, shall be in the denomination of \$5,000 or any integral multiple thereof, or such other date and denominations as may be determined by the Mayor or Finance Director, and shall be numbered separately in such manner and with any additional designation as the Registrar deems necessary for purposes of identification.

The Bonds shall bear interest from the date thereof, payable on May 15, 2014, and semiannually thereafter on November 15 and May 15 of each year or such other dates as may be determined by the Mayor or Finance Director. Interest

shall be computed on the basis of a 360-day year composed of twelve 30-day months. The Mayor or Finance Director is authorized to fix and determine the maturity dates and the rate of interest on each principal installment of the Bonds, provided that (i) no rate of interest on a principal installment shall exceed the rate of interest on the corresponding maturity of the bonds of the Bond Bank issued to provide funds to purchase the Bonds; (ii) the true interest cost of the Bonds shall not exceed 6.0 percent unless approved by resolution of the Assembly; and (iii) all of the Bonds shall mature on or before November, 2034.

SECTION 5. Payment of Principal and Interest. Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. 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 owned by the Bond Bank, payments of principal and interest on the Bonds will be made by check or draft mailed by first class mail to the Registered Owners of the Bonds at the addresses for such Registered Owners appearing on the Bond Register on the 15th day of the month preceding the payment date, provided that the final installment of principal and interest on the Bonds will be payable at the principal office of the Registrar upon surrender of the Bond.

SECTION 6. Defeasance. In the event money and/or non-callable direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America, maturing at such 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 trust account to effect such redemption or retirement and such moneys and the principal of and interest on such obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made to pay or secure the payment of the principal of and interest on such Bonds and such Bonds shall be deemed not to be outstanding.

SECTION 7. Redemption. The Bonds, if any, subject to optional redemption by the Borough, the times when such Bonds are subject to optional redemption, the terms upon which such Bonds may be redeemed, and the redemption price or prices for such Bonds, shall be determined at the time of sale of the Bonds by the Mayor or Finance Director. For so long as the Bonds are held by the Bond Bank, redemption shall be in accordance with the provisions of the Loan Agreement.

SECTION 8. Form of Bond. Each Bond shall be in substantially the following form, subject to the provisions of the Loan Agreement:

UNITED STATES OF AMERICA
STATE OF ALASKA

KENAI PENINSULA BOROUGH
(A Municipal Corporation of the State of Alaska)

NO. _____

\$ _____

GENERAL OBLIGATION SCHOOL BONDS 20____

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, the Principal Amount indicated above in the following installments on _____ 1 of each of the following years, and to pay interest on such installments from the date hereof, payable on _____ 1, 2014 and semiannually thereafter on the first days of _____ and _____ of each year, at the rates per annum as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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For so long as this Bond is owned by the Alaska Municipal Bond Bank (the "Bank"), payment of principal and interest shall be made as provided in the Loan Agreement between the Bank and the Borough (the "Loan Agreement"). In the event that this Bond is no longer owned by the 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 on the 15th day of the month preceding the payment date, provided that the final installment of principal and interest on this Bond will be payable at the office of the Borough 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 which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts.

This Bond is one of the General Obligation School Bonds, 20____ of the Kenai Peninsula Borough, Alaska of like tenor and effect except as to interest rate, serial number and maturity, aggregating \$_____ in principal amount, and constituting bonds authorized

for the purpose of paying the cost of the educational capital improvements in the Borough, and is issued under Resolution 2013-071 of the Borough entitled:

A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF THE KENAI PENINSULA BOROUGH IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$22,987,000 TO PAY THE COSTS OF EDUCATIONAL CAPITAL IMPROVEMENTS IN THE BOROUGH, FIXING CERTAIN DETAILS OF SUCH BONDS, AND PLEDGING THE FULL FAITH AND CREDIT OF THE BOROUGH TO THE PAYMENT THEREOF

(herein called the "Resolution").

The Bonds will be subject to redemption at the option of the Borough as described in the Loan Agreement.

This Bond is transferable as provided in the Resolution, (i) only upon the bond register of the Borough, and (ii) upon surrender of this Bond together with a written instrument of transfer duly executed by the registered owner or the duly authorized attorney of the registered owner, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and maturity shall be issued to the transferee in exchange therefor as provided in the Resolution and upon the payment of charges, if any, as therein prescribed. The Borough may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price, if any, hereof and interest due hereon and for all other purposes whatsoever.

This Bond is a general obligation of the Kenai Peninsula Borough, and the full faith and credit of the Borough is pledged for the payment of the principal of and interest on the Bond as the same shall become due.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts or things required by the constitution or statutes of the State of Alaska to exist, to have happened or to have been performed precedent to or in the issuance of this Bond, exist, have happened and have been performed, and that the series of Bonds of which this is one, together with all other indebtedness of the Borough, is within every debt and other limit prescribed by said constitution or statutes.

IN WITNESS WHEREOF, THE KENAI PENINSULA BOROUGH, ALASKA, has caused this Bond to be signed in its name and on its behalf by its Mayor and its corporate seal to be hereunto impressed or otherwise reproduced and attested by its Clerk, all as of the ____ day of _____, 20__.

MIKE NAVARRE
Borough Mayor

ATTEST:

JOHNI BLANKENSHIP, MMC, Borough Clerk

SECTION 9. Execution. The Bonds shall be executed in the name of the Borough by the Mayor, and its corporate seal shall be impressed or otherwise reproduced thereon and attested by the Borough Clerk. 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, although any such person shall have ceased to hold office at the time of delivery of the Bond or shall not have held office on the date of the Bond.

SECTION 10. Registration. (a) The Bonds shall be issued only in registered form as to both principal and interest. The Borough designates the Borough Finance Director as Registrar for the Bonds. The Registrar shall keep, or cause to be kept, the Bond Register at the principal office of the Borough.

- (b) The Borough, 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, 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) 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 of 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 canceled by the Registrar. The Registrar shall not be required to transfer or exchange any Bond after the Bond has been called for redemption.
- (d) The Borough covenants that, until all Bonds have been surrendered and canceled, it will maintain a system for recording the ownership of each Bond that complies with the provisions of Section 149 of the Code.

SECTION 11. 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 identification 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 in connection therewith. 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.

SECTION 12. Disposition of the Sale Proceeds of the Bonds. The sale proceeds of the Bonds representing accrued interest on the Bonds, if any, shall be applied to pay a portion of the interest due on the Bonds on the first interest payment date for the Bonds. The remainder of the sale proceeds of the Bonds shall be applied to pay Costs. The sale proceeds of the Bonds shall be deposited in the appropriate funds or accounts of the Borough for such purposes as may be determined by the Finance Director.

SECTION 13. Tax Covenants. The Borough covenants to comply with any and all applicable requirements set forth in the Code in effect from time to time to the extent that such compliance shall be necessary for the exclusion of the interest on the Bonds from gross income for federal income tax purposes. The Borough covenants that it will make no use of the proceeds of the Bonds which will cause the Bonds to be "arbitrage bonds" subject to federal income taxation by reason of Section 148 of the Code. The Borough covenants that it will not take or permit any action that would cause the Bonds to be "private activity bonds" as defined in Section 141 of the Code.

SECTION 14. Sale of the Bonds; Loan Agreement. The sale of not to exceed \$22,987,000 aggregate principal amount of the Bonds, as provided in the Loan Agreement and this resolution, is hereby authorized and approved. The Mayor and the Finance Director are each hereby authorized to execute and deliver the Loan Agreement, a Continuing Disclosure Certificate and such other documents as may be necessary to effectuate issuance of the Bonds on behalf of the Borough.

SECTION 15. Authority of Officers. The Mayor, the Borough Finance Director, and the Borough Clerk are, and each of them hereby is, authorized and directed to do and perform all things and determine all matters not determined by this resolution, or to be determined by a subsequent ordinance or resolution, to the end that the Borough may carry out its obligations under the Bonds and this resolution.

SECTION 16. Amendatory and Supplemental Resolutions. (a) The Assembly from time to time and at any time may adopt 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:

- (i) To add to the covenants and agreements of the Borough 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.
- (ii) 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 Registered Owner of the Bonds.

Any such supplemental resolution may be adopted without the consent of the Registered Owners of any of the Bonds at any time outstanding, notwithstanding any of the provisions of subsection (b) of this section.

(b) With the consent of a bond insurer, if any, or the Registered Owners of not less than 60 percent in aggregate principal amount of the Bonds at the time outstanding, the Assembly may adopt 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:

- (i) extend the fixed maturity of any of the Bonds, or reduce the rate of interest thereon, or reduce the amount or change the date of any sinking fund installment, 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 owners of each Bond so affected; or
- (ii) reduce the aforesaid percentage of owners of Bonds required to approve any such supplemental resolution without the consent of the owners of all the Bonds then outstanding.

It shall not be necessary for the consent of the Registered Owners of the Bonds under this subsection to approve the particulars of any proposed supplemental resolution, but it shall be sufficient if such consent approves the substance thereof.

- (c) Upon the adoption of any supplemental resolution under this section, this resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of the Borough and all Registered Owners of outstanding Bonds shall thereafter be subject in all respects to such modification and amendment, and all the terms and conditions of the supplemental resolution shall be deemed to be part of the terms and conditions of this resolution for any and all purposes.
- (d) Bonds executed and delivered after the execution of any supplemental resolution adopted under 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 Bonds modified so as to conform, in the opinion of the Borough, to any modification of this resolution contained in any such supplemental resolution may be prepared by the Borough and delivered without cost to the Registered Owner of the Bonds then outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts.

SECTION 17. Miscellaneous. (a) All payments made by the Borough of, or on account of, the principal of or interest on the Bonds shall be made on the several Bonds ratably and in proportion to the amount due thereon, respectively, for principal or interest as the case may be.

- (b) No recourse shall be had for the payment of the principal of or the interest on the Bonds or for any claim based thereon or on this resolution against any member of the Assembly or officer of the Borough or any person executing the Bonds. The Bonds are not and shall not be in any way a debt or liability of the State of Alaska or of any political subdivision thereof, except the Borough, and do not and shall not create or constitute an indebtedness or obligation, either legal, moral or otherwise, of said State or of any political subdivision thereof, except the Borough.

SECTION 18. Continuing Disclosure. The Borough acknowledges that now or in the future the Borough may be an "obligated person" under Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). In accordance with the Rule, the Borough agrees to comply with and carry out continuing disclosure obligations required under Rule 15c2-12 and the Loan Agreement. Notwithstanding any other provision of this Resolution, failure of the Borough to comply with the Continuing Disclosure Certificate shall not be considered a default of the Borough's obligations under this Resolution, the Loan Agreement or the Bonds; however the beneficial owner of any Bond may bring an action for specific performance, to cause the Borough to comply with its continuing disclosure obligations.

SECTION 19. Severability. If any one or more of the provisions of this resolution shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bonds.

SECTION 20. Effective date. This resolution shall take effect immediately upon adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 8TH DAY OF OCTOBER, 2013.

Linda Murphy, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes: Haggerty, Johnson, McClure, Pierce, Smalley, Smith, Tauriainen, Wolf, Murphy
No: None
Absent: None

Introduced by: Mayor
Date: 06/16/20
Action: Adopted
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-042**

A RESOLUTION APPROVING THE KENAI PENINSULA BOROUGH'S PARTICIPATION IN A PROPOSED REFINANCING BY THE ALASKA MUNICIPAL BOND BANK OF ITS GENERAL OBLIGATION BONDS THAT PROVIDED FUNDS TO PURCHASE THE EDUCATION CAPITAL IMPROVEMENT GENERAL OBLIGATION BOND, SERIES 2013 OF THE KENAI PENINSULA BOROUGH, UNDER A LOAN AGREEMENT BETWEEN THE KENAI PENINSULA BOROUGH AND THE ALASKA MUNICIPAL BOND BANK; AND AUTHORIZING THE KENAI PENINSULA BOROUGH MAYOR OR DESIGNEE TO APPROVE A REVISED SCHEDULE OF PRINCIPAL AND INTEREST PAYMENTS ON THE KENAI PENINSULA BOROUGH'S 2013 BOND, IN ACCORDANCE WITH THE LOAN AGREEMENT, IF THE ALASKA MUNICIPAL BOND BANK SUCCESSFULLY REFINANCES ITS BONDS

WHEREAS, the Kenai Peninsula Borough, Alaska (the "Borough"), to finance certain educational capital improvements, issued and sold its Education Capital Improvement General Obligation Bond, Series 2013, dated November 14, 2013, in the original principal amount of \$20,860,000 (the "2013 Bond") to the Alaska Municipal Bond Bank (the "Bond Bank"), as authorized by Resolution No. 2013-071 of the Borough adopted on October 8, 2013 (the "Bond Resolution"), based on terms and conditions set forth in the Bond Resolution and a loan agreement between the Borough and the Bond Bank dated as of November 1, 2013 (the "Loan Agreement"); and

WHEREAS, the Bond Bank issued and sold its General Obligation Bonds, 2013 Series Three (the "Bond Bank Bonds"), to, among other things, provide funds to purchase the 2013 Bond, as provided in the Loan Agreement; and

WHEREAS, Section 6 of the Loan Agreement provides that payments of principal of and interest on the 2013 Bond may be adjusted to reduce debt service on the 2013 Bond if the Bond Bank is able to achieve debt service savings by refunding the Bond Bank Bonds; and

WHEREAS, the Bond Bank now intends to issue a series of its general obligation refunding bonds (the "Bond Bank Refunding Bonds") for the purpose, among others, of refunding all, or a portion, of the outstanding Bond Bank Bonds and achieving debt service savings; and

WHEREAS, the Assembly wishes to approve the Borough's participation in this refinancing and to authorize the Borough Mayor or his designee to accept a revised debt service schedule for the 2013 Bond if the Bond Bank successfully refinances the Bond Bank Bonds;

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

SECTION 1. Approval of Refinancing. The Assembly hereby approves the Borough's participation in the Bond Bank's refinancing of the Bond Bank Bonds and authorizes the Borough Mayor or his designee to approve a revised schedule of principal payment amounts and interest rates for the 2013 Bond, in accordance with Section 6 of the Loan Agreement, so long as the revised debt service schedule is financially advantageous to the Borough. The revised schedule of debt service on the 2013 Bond and other provisions as may be required by the Bond Bank will be set forth in an amendatory loan agreement (the "Amendatory Loan Agreement") and a refunding bond (the "2020 Refunding Bond") to be issued in exchange for the 2013 Bond. Notwithstanding, if only a portion of the outstanding principal amount of the 2013 Bond is refinanced, the 2013 Bond shall be exchanged for a bond reflecting the unrefunded portion of the 2013 Bond (the "Exchanged 2013 Bond"). The Borough Mayor or Finance Director is hereby authorized to execute and deliver the Amendatory Loan Agreement on behalf of the Borough and to deliver the 2020 Refunding Bond and Exchanged 2013 Bond, as the case may be, executed in accordance with the provisions of the Bond Resolution and this resolution, to the Bond Bank in exchange for the 2013 Bond. The Borough Mayor, Finance Director and other appropriate officers and employees of Borough are also hereby authorized to provide financial information about the Borough that the Bond Bank may require for the official statement for the Bond Bank Refunding Bonds.

SECTION 2. Tax Matters. The 2013 Bond was issued as a tax-exempt obligation under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Subject to applicable law, the 2020 Refunding Bond may be issued on a tax-exempt or taxable basis as determined by the Mayor or Finance Director. The Exchanged 2013 Bond shall retain its original tax treatment under the Code.

SECTION 3. General Authorization. The Mayor, Finance Director, Borough Clerk, Borough Attorney, and any other appropriate officers, agents, attorneys and employees of the Borough are each hereby authorized and directed to cooperate with the Bond Bank and to take such steps, do such other acts and things, and execute such letters, certificates, agreements, papers, financing statements, assignments or instruments as in their judgment may be necessary, appropriate or desirable to carry out the terms and provisions of, and complete the transactions contemplated by, this Resolution.

SECTION 4. Prior Acts. Any and all acts heretofore taken by officers, agents, attorneys and employees of the Borough in connection with refinancing the 2013 Bond are hereby ratified and confirmed.

SECTION 5. Recitals. The recitals to this resolution are hereby incorporated into this resolution as if fully set forth herein.


SECTION 6. Effective Date. This resolution shall become effective immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF JUNE, 2020.

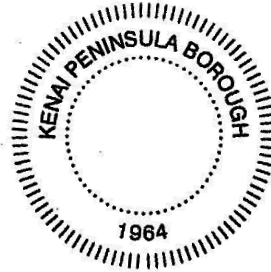


Kelly Cooper, Assembly President

ATTEST:



Johni Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, Cooper
No: None
Absent: None

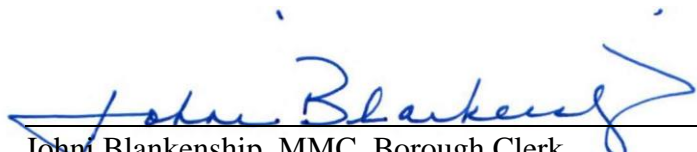
CERTIFICATE

I, the undersigned, Clerk of the Kenai Peninsula Borough, Alaska (the "Borough"), Do HEREBY CERTIFY:

1. That the attached resolution is a true and correct copy of Resolution No. 2020-042 (the "Resolution") of the Borough as approved at a regular meeting of the Assembly of the Kenai Peninsula Borough, Alaska (the "Assembly") held on the 16th day of June, 2020, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such regular meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Assembly voted in the proper manner for the approval of the Resolution; that all other requirements and proceedings incident to the proper approval of the Resolution have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of June, 2020.


John Blankenship, MMC, Borough Clerk
Kenai Peninsula Borough

Introduced by:	Mayor
Date:	09/15/20
Hearing:	10/13/20
Action:	Postponed as Amended to 12/01/20
Vote:	9 Yes, 0 No, 0 Absent
Date:	12/01/20
Action:	Tabled as Amended
Vote:	9 Yes, 0 No, 0 Absent
Date:	07/06/21
Action:	Removed from the Table and Enacted as Amended

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-19-09**

**AN ORDINANCE APPROPRIATING REFINANCED 2011 HOSPITAL GENERAL
OBLIGATION BOND PROCEEDS FOR THE PURPOSE OF PAYING BOND
REFINANCING ISSUANCE COSTS**

WHEREAS, the Kenai Peninsula Borough, Alaska (the “Borough”), refunded its Central Kenai Peninsula Hospital Service Area General Obligation Bonds, Series 2003, dated December 18, 2003, with proceeds of its Central Kenai Peninsula Hospital Service Area General Obligation Refunding Bonds, 2011, in the original principal amount of \$27,905,000 (the “2011 Bond”); and

WHEREAS, the 2011 Bond was issued pursuant to Borough Resolution 2011-073, adopted by the Assembly on July 5, 2011 (the “Bond Resolution”) and purchased by the Alaska Municipal Bond Bank (the “Bond Bank”), based on the terms and conditions set forth in the Bond Resolution and a loan agreement between the Borough and the Bond Bank dated as of September 15, 2011 (the “Loan Agreement”); and

WHEREAS, the Bond Bank issued and sold its General Obligation and Refunding Bonds, 2011 Series Three (the “Bond Bank Bonds”), to, among other things, provide funds to purchase the 2011 Bond, as provided in the Loan Agreement; and

WHEREAS, Section 6 of the Loan Agreement provides that payments of principal of and interest on the 2011 Bond may be adjusted to reduce debt service on the 2011 Bond if the Bond Bank is able to achieve debt service savings by refunding the Bond Bank Bonds; and

WHEREAS, the Bond Bank now intends to issue a series of its general obligation refunding bonds (the “Bond Bank Refunding Bonds”) for the purpose, among others, of refunding all, or a portion, of the outstanding Bond Bank Bonds and achieving debt service savings; and

WHEREAS, through Resolution 2020-043, the assembly approved the Borough's participation in this refinancing and to authorize the mayor or his designee to accept a revised debt service schedule for the 2011 Bond if the Bond Bank successfully refinances the Bond Bank Bonds; and

WHEREAS, the Bond Bank anticipates a refinancing closing date following October 1, 2020;

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

SECTION 1. That 2011 refinanced hospital bond proceeds in the amount of up to \$12,300 are appropriated to the Central Peninsula Hospital Capital Project Fund, account number 490.81110.21BND.49999 to pay costs related to the issuance.

SECTION 2. 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 3. That eligible costs incurred prior to the appropriation date will be charged to the project.

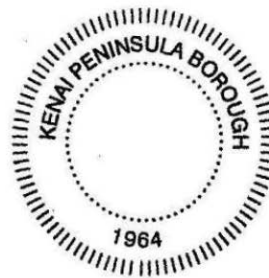
SECTION 4. This ordinance is effective retroactively on June 30, 2021.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 6TH DAY OF JULY, 2021.

Brent Hibbert, Assembly President

ATTEST:

Jonni Blankenship, MMC, Borough Clerk



10/13/20 Vote on motion to postpone as amended to 12/01/20:

Yes: Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, Cooper

No: None

Absent: None

12/01/20 Vote on motion to table as amended:

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert

No: None

Absent: None

07/06/21 Vote on motion to remove from the table:

Yes: Bjorkman, Carpenter, Chesley, Derkevorkian, Dunne, Elam, Johnson, Hibbert

No: None

Absent: Cox

07/06/21 Vote on motion to enact as amended:

Yes: Bjorkman, Carpenter, Chesley, Derkevorkian, Dunne, Elam, Johnson, Hibbert

No: None

Absent: Cox

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *BH & CP*

FROM: Brandi Harbaugh, Finance Director *BA*
Colette Thompson, Borough Attorney *CT*

DATE: June 24, 2021

SUBJECT: Request that the Assembly Remove Ord. 2020-19-07, Ord. 2020-19-08, and Ord. 2020-19-09 from the table to be heard at their Regular Scheduled Meeting of July 6, 2021.

Due to the three refunding bond sales being completed on June 16, 2021, the administration requests that the appropriating ordinances be removed from the table to be heard at the Assembly's regularly scheduled meeting of July 6, 2021 so bond counsel can be paid for services rendered over the past year in a timely manner.

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *BH for CP*

FROM: Brandi Harbaugh, Finance Director *BH*
Colette Thompson, Borough Attorney *CT*

DATE: June 24, 2021

SUBJECT: Amendment to Ordinance 2020-19-09, Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

Due to delays, a change in the tax status of a bond transaction and preparation of superseding resolutions, the Borough has agreed to increase bond counsel's original fee to \$12,300 including estimated out of pocket costs.

(Please note the bold underlined language is new and the bracketed strikeout language is to be deleted.)

➤ Amend Section 1, as follows:

SECTION 1. That 2011 refinanced hospital bond proceeds in the amount of up to [~~\$6,860.00~~] **\$12,300** are appropriated to the Central Peninsula Hospital Capital Project Fund, account number 490.81110.21BND.49999 to pay costs related to the issuance.

SECTION 4. [~~This ordinance takes effect immediately upon its enactment~~] **This ordinance is effective retroactively on June 30, 2021.**

Your consideration is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>490.00000.21BND.39010</u>
Amount:	<u>\$12,300.00</u>
By: <i>PP</i>	Date: <u>6/24/2021</u>

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor *CP*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: September 3, 2020

SUBJECT: Ordinance 2020- 19-09, Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

In May 2020, the Kenai Peninsula Borough Assembly approved Resolution 2020-043, authorizing the Borough's participation in the refinancing of select series for the 2011 hospital general obligation bonds.

Due to reductions in long term interest rates, the Alaska Municipal Bond Bank has determined that a portion of the outstanding 2011 hospital bonds could be refinanced, with potential savings to borough residents of approximately \$200,000 in interest over the remaining life of the debt. This ordinance appropriates refinanced bond proceeds for the purpose of paying costs related to the issuance of the bond refinancing.

Your consideration is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>490.00000.21BND.39010</u>
Amount:	<u>\$6,860.00</u>
By: <u>PP</u>	Date: <u>9/2/2020</u>

Kenai Peninsula Borough

Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: November 19, 2020

SUBJECT: Request to Table Ordinance 2020-19-09, Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

The Alaska Supreme Court's recent decision which invalidated a plan to sell bonds to pay oil tax credits has caused a certain amount of uncertainty in the Alaska bond market. The Alaska Department of Law has requested a rehearing to better define the scope of the ruling.

The Alaska Municipal Bond Bank has delayed its bond issue for a time uncertain as a result of the recent decision. Therefore, pending further analysis of the effect of the Supreme Court ruling we are looking to postpone the refinancing of the 2011 Central Peninsula Hospital General Obligation Bonds until calendar year 2021.

Therefore, we are requesting to table this ordinance until early 2021, providing more time for analysis and review of the market

Your consideration is appreciated.

Kenai Peninsula Borough
Finance Department

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor CP

FROM: Brandi Harbaugh, Finance Director BH

DATE: October 1, 2020

SUBJECT: Amendment to Ordinance 2020-19-09, Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs & Request to Postpone Hearing (Mayor)

The Alaska Supreme Court's recent decision which invalidated a plan to sell bonds to pay oil tax credits has caused a certain amount of uncertainty in the Alaska bond market. The Alaska Department of Law has requested a rehearing to better define the scope of the ruling. The Alaska Municipal Bond Bank has delayed its bond issue for a time uncertain as a result of the recent decision. Therefore, pending further analysis of the effect of the Supreme Court ruling we are seeking to postpone the refinancing of the 2011 CPGH Hospital General Obligation Bonds until after October 2020.

Based on the above circumstances, postponement of the hearing on this ordinance to the November 10, 2020, meeting is requested as well as the following amendment:

(Please note the bold underlined language is new and the bracketed strikethrough language is to be deleted.)

- Amend the last whereas clause, as follows:

WHEREAS, the Bond Bank anticipates a refinancing closing date ~~[of September 2020]~~ following October 1, 2020;

Your consideration is appreciated.

Introduced by: Mayor
Date: 07/05/11
Action: Adopted
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2011-073**

A RESOLUTION AUTHORIZING THE ISSUE OF CENTRAL KENAI PENINSULA HOSPITAL SERVICE AREA GENERAL OBLIGATION REFUNDING BONDS, 2011 IN ONE OR MORE SERIES IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$33,965,000 TO REFUND CERTAIN OUTSTANDING GENERAL OBLIGATION BONDS OF THE SERVICE AREA, FIXING CERTAIN DETAILS OF SUCH BONDS AND AUTHORIZING THEIR SALE AND REPEALING RESOLUTION 2010-091

WHEREAS, there are now outstanding \$35,990,000 of the Central Kenai Peninsula Hospital Service Area General Obligation Bonds, Series 2003 of the Borough maturing on or after February 1, 2012 issued under Resolution 2003-121 of the Borough (the "2003 Bonds"); and

WHEREAS, the Assembly finds that it is in the best interest of the Borough to provide for the refunding, including payment of principal of, premium, if any, and interest on, those maturities of the 2003 Bonds (the "Refunded Bonds") whose refunding the Borough Mayor or Borough Finance Director determines will produce the debt service savings described in this resolution, by the issuance of Service Area general obligation refunding bonds in the aggregate principal amount of not to exceed \$33,965,000; and

WHEREAS, to effect such refunding in the most economical manner, part of the sale proceeds of the bonds authorized herein (the "Bonds") may be invested in obligations to be authorized and approved by the Borough Mayor or Borough Finance Director, maturing in such amounts and at such times as are required to pay interest on the Refunded Bonds prior to the date of their redemption and to redeem the Refunded Bonds on the earliest date on which the Refunded Bonds may be called for redemption; and

WHEREAS, Section 29.47.320 of the Alaska Statutes provides that general obligation refunding bonds may be issued without an election and that their issuance may be authorized by resolution, and Section 29.47.410 of the Alaska Statutes provides that the Assembly by resolution or resolution may provide for the form and manner of sale of bonds and notes; and

WHEREAS, the Assembly finds that it is necessary and appropriate to delegate to each of the Borough Mayor and Borough Finance Director authority to determine the maturity amounts, interest rates and other details of the Bonds, the amount of Bond proceeds and the obligations necessary to effect the refunding of the Refunded Bonds, and to determine other matters that are not provided for in this

resolution;

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

SECTION 1. Definitions. The following terms shall have the following meanings in this resolution:

- (a) "Assembly" means the Assembly of the Kenai Peninsula Borough, as the general legislative authority of the Kenai Peninsula Borough, as the same shall be duly and regularly constituted from time to time.
- (b) "Bond" or "Bonds" means any of the "Central Kenai Peninsula Hospital Service Area General Obligation Refunding Bonds, 2011" of the Kenai Peninsula Borough, in one or more series, the issuance and sale of which are authorized herein.
- (c) "Bond Bank" means the Alaska Municipal Bond Bank, a public corporation of the State of Alaska.
- (d) "Bond Bank Bonds" means the General Obligation and Refunding Bonds, 2011 Series Three of the Bond Bank.
- (e) "Bond Register" means the registration books maintained by the Paying Agent as Bond registrar, which include the names and addresses of the owners or nominee of the owners of the Bonds.
- (f) "Borough" means the Kenai Peninsula Borough, a municipal corporation of the State of Alaska, incorporated January 1, 1964 as a second class borough under the laws of the State of Alaska.
- (g) "Code" means the Internal Revenue Code of 1986, as amended from time to time, together with all regulations applicable thereto.
- (h) "Cost" or "Costs" means allocable portions of direct costs of the Borough, legal fees, fees and expenses of the Paying Agent, costs of issuance of the Bonds by the Borough, including financing charges and fees and expenses of bond counsel, financial advisors and consultants in connection therewith, and all other expenses necessary or incidental thereto.
- (i) "Escrow Agent" means The Bank of New York Trust Company, N.A., and its successors.
- (j) "Escrow Agreement" means the Escrow Agreement between the Escrow Agent and the Borough, under which the Escrow Obligations will be deposited, together with other moneys, if necessary, to pay the interest on and the redemption price of the Refunded Bonds.

- (k) "Escrow Obligations" means. non-callable direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America or an agency or instrumentality of the United States of America.
- (l) "Letter of Representations" means the blanket letter of representations from the Borough to DTC, dated as of October 23, 2003.
- (m) "Loan Agreement" means the Loan Agreement between the Borough and the Bond Bank to be entered into in conjunction with issuing the Bonds.
- (n) "2003 Bonds" means the \$47,985,000 of Central Kenai Peninsula Hospital Service Area General Obligation Bonds, Series 2003 of the Borough.
- (o) "Refunded Bonds" means the maturities and sinking fund installments of the 2003 Bonds whose refunding is approved by the Borough Mayor or Borough Finance Director under Section 13 hereof.
- (p) "Refunding Account" means the special account established under Section 7(C) hereof and designated as the "Service Area General Obligation Bond Refunding Account," for the purpose of holding moneys, including Bond proceeds, to be used to pay the interest on and the redemption price of the Refunded Bonds.
- (q) "Registered Owner" means the person named as the registered owner of a Bond in the Bond Register.
- (r) "Registrar" means the Borough Finance Director.
- (s) "Resolution" means this Resolution 2011-__ of the Borough.
- (t) "Service Area" means the Central Kenai Peninsula Hospital Service Area.

SECTION 2. Authorization of Bonds and Purpose of Issuance. For the purpose of providing part of the funds required to pay the Costs, providing the funds required to purchase Escrow Obligations and to provide beginning cash to effect the refunding of the Refunded Bonds in the manner and at the times hereinafter set forth, to provide for original issue discount, if any, and to pay all costs incidental thereto and to the issuance of the Bonds, the Borough hereby authorizes and determines to issue and sell the Bonds in the aggregate principal amount of not to exceed \$33,965,000.

SECTION 3. Obligation of Bonds. The Bonds shall be direct and general obligations of the Service Area and the full faith and credit of the Service Area are hereby pledged to the payment of the principal of and interest on the Bonds. The Borough hereby irrevocably pledges and covenants that it will levy and collect taxes upon all taxable property within the Service Area without limitation as to rate or amount,

in amounts sufficient, together with other funds legally available therefor, to pay the principal of and interest on the Bonds as the same become due and payable.

SECTION 4. Designation, Maturities, Interest Rates, and Other Details of Bonds. The Bonds shall be designated the "Central Kenai Peninsula Hospital Service Area General Obligation Refunding Bonds, 2011." The Bonds shall be in the denomination of \$5,000 or any integral multiple thereof, shall be numbered separately in the manner and with such additional designation as the Registrar deems necessary for purposes of identification, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to the rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

The dated date, the principal and interest payment dates, the aggregate principal amount, the principal amount of each maturity, and the interest rates on the Bonds shall be determined at the time of execution of the Loan Agreement under Section 13.

SECTION 5. Redemption. The bonds are subject to redemption as provided in the Loan Agreement.

SECTION 6. Form of Bond. Each Bond shall be in substantially the following form, with such variations, omissions and insertions as may be required or permitted by this Resolution:

UNITED STATES OF AMERICA
STATE OF ALASKA

KENAI PENINSULA BOROUGH
(A Municipal Corporation of the State of Alaska)

NO. _____ \$ _____

CENTRAL KENAI PENINSULA HOSPITAL SERVICE AREA
GENERAL OBLIGATION REFUNDING BONDS, 2011

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, the Principal Amount indicated above in the following installments on [_____] 1] of each of the following years, and to pay interest on such installments from the date hereof, payable on [_____] 1, 20__] and semiannually thereafter on the first days of _____ and _____ of each year, at the rates per annum as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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For so long as this Bond is owned by the Alaska Municipal Bond Bank (the "Bank"), payment of principal and interest shall be made as provided in the Loan Agreement between the Bank and the Borough dated as of _____, 2011 (the "Loan Agreement"). In the event that this Bond is no longer owned by the Bank, installments of principal of and interest on this Bond shall be made by check or draft mailed by first class mail to the registered owner as of the close of business on the fifteenth day of the month preceding each installment payment date; provided that the final installment of principal and interest on this Bond will be payable upon presentation and surrender of this Bond by the Registered Owner at the office of the Registrar. 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 which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts.

This Bond is one of the Central Peninsula Hospital Service Area General Obligation Refunding Bonds, 2011 of the Kenai Peninsula Borough, Alaska of like tenor and effect except as to interest rate, serial number and maturity, aggregating \$_____ in principal amount, and constituting bonds authorized for the purpose of refunding certain general obligation bonds issued by the Borough, and is issued under Resolution 2011-__ of the Borough entitled:

A RESOLUTION AUTHORIZING THE ISSUE OF CENTRAL KENAI PENINSULA HOSPITAL SERVICE AREA GENERAL OBLIGATION REFUNDING BONDS, 2011 IN ONE OR MORE SERIES IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$_____ TO REFUND CERTAIN OUTSTANDING GENERAL OBLIGATION BONDS OF THE SERVICE AREA, FIXING CERTAIN DETAILS OF SUCH BONDS AND AUTHORIZING THEIR SALE AND REPEALING RESOLUTION 2010-091.

(herein called the "Resolution").

The Bond is subject to redemption prior to maturity as described in the Loan Agreement.

This Bond is transferable as provided in the Resolution, (i) only upon the bond register of the Borough, and (ii) upon surrender of this Bond together with a written instrument of transfer duly executed by the registered owner or the duly authorized attorney of the registered owner, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and maturity shall be issued to the transferee in exchange therefor as provided in the Resolution and

upon the payment of charges, if any, as therein prescribed. The Borough may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price, if any, hereof and interest due hereon and for all other purposes whatsoever.

This Bond is a general obligation of the Central Peninsula Hospital Service Area, and the full faith and credit of the Service Area are pledged for the payment of the principal of and interest on the Bond as the same shall become due.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts or things required by the constitution or statutes of the State of Alaska and the ordinances of the Borough to exist, to have happened or to have been performed precedent to or in the issuance of this Bond, exist, have happened and have been performed, and that the series of Bonds of which this is one, together with all other indebtedness of the Borough, is within every debt and other limit prescribed by said constitution, statutes, or ordinances.

IN WITNESS WHEREOF, THE KENAI PENINSULA BOROUGH, ALASKA, has caused this Bond to be signed in its name and on its behalf by its Mayor and its corporate seal to be hereunto impressed or otherwise reproduced and attested by its Clerk, all as of the ____ day of _____, 2011.

David R. Carey, Mayor

ATTEST:

Johni Blankenship, MMC, Borough Clerk

SECTION 7. Disposition of the Sale Proceeds of the Bonds.

- (A) The sale proceeds of the Bonds representing accrued interest on the Bonds, if any, shall be applied to pay a portion of the interest due on the Bonds on the first interest payment date for the Bonds.
- (B) Sale proceeds of a principal amount of Bonds to be determined by the Borough Mayor or the Borough Finance Director shall be applied to pay Costs allocated to such Bonds, and shall be deposited in the appropriate funds or accounts of the Borough for such purposes.
- (C) Sale proceeds of a principal amount of Bonds to be determined by the Borough Mayor or the Borough Finance Director shall be deposited in the "Service Area General Obligation Bond Refunding Account" (the "Refunding Account") which is hereby created, and used, together with such other moneys as may be transferred to said account, to deposit cash and to purchase Escrow

Obligations maturing as to principal and interest in such amounts and at such times as necessary to provide for the payment of the interest on and the redemption price of the Refunded Bonds. Such money and escrow obligations shall be deposited in trust with the Escrow Agent pursuant to the Escrow Agreement, the terms of which shall be subject to approval by the Borough Finance Director. Such money and obligations are hereby pledged to be held and applied solely for the purpose set forth herein. When all of the Refunded Bonds shall have been redeemed and retired, the Borough may cause to be transferred to the Borough from the Refunding Account free of trust all moneys remaining therein.

SECTION 8. Designation of Refunded Bonds. The Borough Mayor and the Borough Finance Director each is authorized to designate which, if any, maturities of the 2003 Bonds, authorized to be refunded in this Resolution shall be refunded, provided that the refunding of the bonds so designated shall realize a debt service savings, net of all issuance costs and underwriting discount.

SECTION 9. Call of Refunded Bonds for Redemption. The Borough hereby elects to redeem the Refunded Bonds on August 1, 2013.

Notice of redemption of the Refunded Bonds shall be given in the manner set forth in Resolution 2003-121 authorizing the Refunded Bonds. The election to make such call for redemption shall be subject to the delivery of the Bonds to the initial purchasers thereof and shall become irrevocable upon such delivery.

SECTION 10. Tax Covenants. The Borough covenants to comply with any and all applicable requirements set forth in the Code in effect from time to time to the extent that such compliance shall be necessary for the exclusion of the interest on the Bonds from gross income for federal income tax purposes. The Borough covenants that it will make no use of the proceeds of the Bonds which will cause the Bonds to be "arbitrage bonds" subject to federal income taxation by reason of Section 148 of the Code. The Borough covenants that it will not take or permit any action that would cause the Bonds to be "private activity bonds" as defined in Section 141 of the Code.

SECTION 11. Amendatory and Supplemental Resolutions.

(A) The Assembly from time to time and at any time may adopt a resolution supplemental hereto, which 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 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.

- (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 interests of the Registered Owners of the Bonds.

Any such supplemental resolution may be adopted without the consent of the Registered Owner of any of the Bonds at any time outstanding, notwithstanding any of the provisions of subsection (B) of this section.

- (B) With the consent of the Registered Owners of not less than 60 percent in aggregate principal amount of the Bonds at the time outstanding, the Assembly may adopt a resolution 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 Bonds, or reduce the rate of interest thereon, or reduce the amount or change the date of any sinking fund installment, 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 Registered Owners of each Bond so affected; or
 - (2) reduce the aforesaid percentage of Registered Owners of Bonds required to approve any such supplemental resolution without the consent of the Registered Owners of all of the Bonds then outstanding.

It shall not be necessary for the consent of the Registered Owners of the Bonds under this subsection to approve the particular form of any proposed supplemental resolution, but it shall be sufficient if such consent approves the substance thereof.

- (C) Upon the adoption of any supplemental resolution under this section, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Borough and all Registered Owners of outstanding Bonds shall thereafter be subject in all respects to such modification and amendment, and all the terms and conditions of the supplemental resolution shall be deemed to be part of the terms and conditions of this Resolution for any and all purposes.
- (D) Bonds executed and delivered after the execution of any supplemental resolution adopted under 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 Bonds modified so as to conform, in the opinion of the Borough, to any modification of this Resolution contained in any such supplemental resolution may be prepared by the Borough and delivered without cost to the Registered Owners of the Bonds then outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts.

SECTION 12. Defeasance. In the event money and/or non-callable direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America, maturing at such 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 trust account to effect such redemption or retirement and such moneys and the principal of and interest on such obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made to pay or secure the payment of the principal of and interest on such Bonds and such Bonds shall be deemed not to be outstanding.

SECTION 13. Sale of Bonds. The sale of not to exceed \$33,965,000 aggregate principal amount of the Bonds to the Bond Bank, as provided in the Loan Agreement is hereby authorized and approved. The Borough has been advised by the Bond Bank that bond market conditions are fluctuating and that the most favorable market conditions for the sale of the Bond Bank Bonds may not occur on the date of a regular Assembly meeting. The Assembly has determined that it would be inconvenient to hold a special meeting on short notice to approve the terms of the Bonds. Therefore, the Assembly hereby determines that it is in the best interest of the Borough to delegate the authority to approve the terms of the Bonds as provided herein. Each of the Mayor and the Borough Finance Director is hereby authorized to determine the aggregate principal amount, maturity amounts, interest rates, yields, dated date, principal and interest payment dates, and redemption terms, if any, for the Bonds, so that such terms of the Bonds conform to the terms of the corresponding Bond Bank Bonds; provided that (i) the principal amount of each maturity of the Bonds shall not exceed the principal amount of the portion of the corresponding maturity of the Bond Bank Bonds that is allocated to the making of a loan to the Borough; and (ii) the interest rate on each maturity of the Bonds shall not exceed the interest rate on the corresponding maturity of the Bond Bank Bonds. Based upon the foregoing determinations, the Mayor and the Borough Finance Director each is authorized to negotiate and execute a Loan Agreement. The authority granted to the Mayor and Borough Finance Director by this section shall expire 180 days after the effective date of this Resolution. If the Mayor or Borough Finance Director has not executed a Loan Agreement within 180 days from the effective date of this Resolution, the Loan Agreement may not be executed on behalf of the Borough without further authorization from the Assembly.

SECTION 14. Official Statement. The Borough Mayor and Borough Finance Director each is hereby authorized to approve and deem a preliminary Official Statement final

for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to approve and execute a final Official Statement for the Bonds.

SECTION 15. Authority of Officers. The Mayor, the Borough Finance Director, and the Borough Clerk, are, and each of them hereby is, authorized and directed to do and perform all things and determine all matters not determined by this Resolution, to the end that the Borough may carry out its obligations under the Bonds and this Resolution.

SECTION 16. Prohibited Sale of Bonds. No person, firm or corporation, or any agent or employee thereof, acting as financial consultant to the Borough under an agreement for payment in connection with the sale of the Bonds is eligible to purchase the Bonds as a member of the original underwriting syndicate either at public or private sale.

SECTION 17. Miscellaneous.

- (A) All payments made by the Borough of, or on account of, the principal of or interest on the Bonds shall be made on the several Bonds ratably and in proportion to the amount due thereon, respectively, for principal or interest as the case may be.
- (B) No recourse shall be had for the payment of the principal of or the interest on the Bonds or for any claim based thereon or on this Resolution against any member of the Assembly or officer of the Borough or any person executing the Bonds. The Bonds are not and shall not be in any way a debt or liability of the State of Alaska or of any political subdivision thereof, except the Borough, and do not and shall not create or constitute an indebtedness or obligation, either legal, moral or otherwise, of said state or of any political subdivision thereof, except the Service Area.

SECTION 18. Continuing Disclosure. The Borough hereby covenants and agrees that it will comply with and carry out all of the provisions of a Continuing Disclosure Agreement, to be entered into upon issuance of the Bonds in accordance with Securities and Exchange Commission Rule 15c2-12. Notwithstanding any other provision of this Resolution, failure of the Borough to comply with the Continuing Disclosure Agreement shall not be considered a default of the Borough's obligations under this Resolution or the Bonds.

SECTION 19. Repeal. Resolution 2010-091 is repealed.

SECTION 20. Severability. If any one or more of the provisions of this Resolution shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Resolution and shall in no way affect the validity of the other provisions of this Resolution or of the Bonds.

SECTION 21. Effective date. This resolution shall take effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH ON THIS 5TH DAY OF JULY, 2011.

Gary Knopp, Assembly President

ATTEST:

Johni Blankenship, Borough Clerk

Yes: Haggerty, Johnson, McClure, Murphy, Pierce, Smalley, Smith, Tauriainen, Knopp

No: None

Absent: None

Introduced by: Mayor
Date: 06/16/20
Action: Adopted
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-043**

A RESOLUTION APPROVING THE KENAI PENINSULA BOROUGH'S PARTICIPATION IN A PROPOSED REFINANCING BY THE ALASKA MUNICIPAL BOND BANK OF ITS GENERAL OBLIGATION BONDS THAT PROVIDED FUNDS TO PURCHASE THE CENTRAL KENAI PENINSULA HOSPITAL SERVICE AREA GENERAL OBLIGATION REFUNDING BONDS, 2011 OF THE KENAI PENINSULA BOROUGH, UNDER A LOAN AGREEMENT BETWEEN THE KENAI PENINSULA BOROUGH AND THE ALASKA MUNICIPAL BOND BANK; AND AUTHORIZING THE KENAI PENINSULA BOROUGH MAYOR OR DESIGNEE TO APPROVE A REVISED SCHEDULE OF PRINCIPAL AND INTEREST PAYMENTS ON THE KENAI PENINSULA BOROUGH'S 2011 BOND, IN ACCORDANCE WITH THE LOAN AGREEMENT, IF THE ALASKA MUNICIPAL BOND BANK SUCCESSFULLY REFINANCES ITS BONDS

WHEREAS, the Kenai Peninsula Borough, Alaska (the "Borough"), refunded its Central Kenai Peninsula Hospital Service Area General Obligation Bonds, Series 2003, dated December 18, 2003, with proceeds of its Central Kenai Peninsula Hospital Service Area General Obligation Refunding Bonds, 2011, in the original principal amount of \$27,905,000 (the "2011 Bond"); and

WHEREAS, the 2011 Bond was issued pursuant to Borough Resolution 2011-73, adopted by the Assembly on July 5, 2011 (the "Bond Resolution") and purchased by the Alaska Municipal Bond Bank (the "Bond Bank"), based on the terms and conditions set forth in the Bond Resolution and a loan agreement between the Borough and the Bond Bank dated as of September 15, 2011 (the "Loan Agreement"); and

WHEREAS, the Bond Bank issued and sold its General Obligation and Refunding Bonds, 2011 Series Three (the "Bond Bank Bonds"), to, among other things, provide funds to purchase the 2011 Bond, as provided in the Loan Agreement; and

WHEREAS, Section 6 of the Loan Agreement provides that payments of principal of and interest on the 2011 Bond may be adjusted to reduce debt service on the 2011 Bond if the Bond Bank is able to achieve debt service savings by refunding the Bond Bank Bonds; and

WHEREAS, the Bond Bank now intends to issue a series of its general obligation refunding bonds (the "Bond Bank Refunding Bonds") for the purpose, among others, of refunding all, or a portion, of the outstanding Bond Bank Bonds and achieving debt service savings; and

WHEREAS, the Assembly wishes to approve the Borough's participation in this refinancing and to authorize the Borough Mayor or his designee to accept a revised debt service schedule for the 2011 Bond if the Bond Bank successfully refinances the Bond Bank Bonds;

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

SECTION 1. Approval of Refinancing. The Assembly hereby approves the Borough's participation in the Bond Bank's refinancing of the Bond Bank Bonds and authorizes the Borough Mayor or his designee to approve a revised schedule of principal payment amounts and interest rates for the 2011 Bond, in accordance with Section 6 of the Loan Agreement, so long as the revised debt service schedule is financially advantageous to the Borough. The revised schedule of debt service on the 2011 Bond and other provisions as may be required by the Bond Bank will be set forth in an amendatory loan agreement (the "Amendatory Loan Agreement") and a refunding bond (the "2020 Refunding Bond") to be issued in exchange for the 2011 Bond. Notwithstanding, if only a portion of the outstanding principal amount of the 2011 Bond is refinanced, the 2011 Bond shall be exchanged for a bond reflecting the unrefunded portion of the 2011 Bond (the "Exchanged 2011 Bond"). The Borough Mayor or Finance Director is hereby authorized to execute and deliver the Amendatory Loan Agreement on behalf of the Borough and to deliver the 2020 Refunding Bond and Exchanged 2011 Bond, as the case may be, executed in accordance with the provisions of the Bond Resolution and this resolution, to the Bond Bank in exchange for the 2011 Bond. The Borough Mayor, Finance Director and other appropriate officers and employees of Borough are also hereby authorized to provide financial information about the Borough that the Bond Bank may require for the official statement for the Bond Bank Refunding Bonds.

SECTION 2. Tax Matters. The 2011 Bond was issued as a tax-exempt obligation under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Subject to applicable law, the 2020 Refunding Bond may be issued on a tax-exempt or taxable basis, as determined by the Mayor or Finance Director. The Exchanged 2011 Bond shall retain its original tax treatment under the Code.

SECTION 3. General Authorization. The Mayor, Finance Director, Borough Clerk, Borough Attorney, and any other appropriate officers, agents, attorneys and employees of the Borough are each hereby authorized and directed to cooperate with the Bond Bank and to take such steps, do such other acts and things, and execute such letters, certificates, agreements, papers, financing statements, assignments or instruments as in their judgment may be necessary, appropriate or desirable to carry out the terms and provisions of, and complete the transactions contemplated by, this Resolution.

SECTION 4. Prior Acts. Any and all acts heretofore taken by officers, agents, attorneys and employees of the Borough in connection with refinancing the 2011 Bond are hereby ratified and confirmed.

SECTION 5. Recitals. The recitals to this resolution are hereby incorporated into this resolution as if fully set forth herein.

SECTION 6. Effective Date. This resolution shall become effective immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF JUNE, 2020.

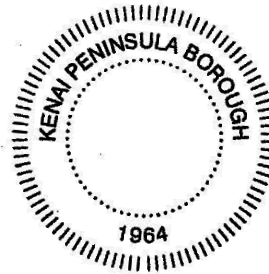


Kelly Cooper, Assembly President

ATTEST:



Johni Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, Cooper
No: None
Absent: None


CERTIFICATE

I, the undersigned, Clerk of the Kenai Peninsula Borough, Alaska (the "Borough"), Do HEREBY CERTIFY:

1. That the attached resolution is a true and correct copy of Resolution No. 2020-043 (the "Resolution") of the Borough as approved at a regular meeting of the Assembly of the Kenai Peninsula Borough, Alaska (the "Assembly") held on the 16th day of June, 2020, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such regular meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Assembly voted in the proper manner for the approval of the Resolution; that all other requirements and proceedings incident to the proper approval of the Resolution have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of June, 2020.



John Blankenship, MMC, Borough Clerk
Kenai Peninsula Borough