

Kenai Peninsula Borough

144 North Binkley Street

Soldotna, AK 99669



Meeting Agenda

Tuesday, December 1, 2020

6:00 PM

This meeting will be held through Zoom

Meeting ID: 128 871 931

Assembly

Brent Hibbert, President

Brent Johnson, Vice President

Jesse Bjorkman

Kenn Carpenter

Lane Chesley

Tyson Cox

Richard Derkevorkian

Willy Dunne

Bill Elam



Assembly Meeting Schedule

TUESDAY, DECEMBER 1, 2020

- 1:30 PM** **Work Session**
Agnew::Beck Communication Strategic Plan Presentation
(30 Minutes)
- 2:00 PM** **Finance Committee**
- 2:45 PM** **Lands Committee**
- 3:00 PM** **Policies and Procedures Committee**
Assembly Discussion – Assembly Chambers Reopening Plan and
Protocols (30 Minutes)
Resilience and Security Advisory Committee Update (10 Minutes)
- 4:30 PM** **Legislative Committee**
- 6:00 PM** **Regular Assembly Meeting**

Above listed meetings will be held in:

Zoom Meeting ID: 128 871 931
From the Borough Administration Building



Work Session

December 1, 2020

1:30 PM

The meeting will be held through
Zoom Meeting ID: 128 871 931
From the Borough Administration Building

All Assembly Members

AGENDA

ITEMS NOT APPEARING ON THE REGULAR MEETING AGENDA

1. Agnew::Beck Communication Strategic Plan Presentation (30 Minutes)

KENAI PENINSULA BOROUGH

Communications Strategy and Implementation Plan

EXECUTIVE SUMMARY

The Kenai Peninsula Borough (KPB) Communications Strategy and Implementation plan is a tool for organizing communications about KPB initiatives and services to residents, businesses, employees and visitors. The plan is assessed and updated annually and includes measurable objectives and outcomes.

KPB Mission and Brand

Currently, the KPB does not have a mission, vision, or values statement. It is our recommendation that the Borough engage in strategic planning to establish a clear mission, vision, values and to use those to establish a brand identity. These elements should be used to coordinate communications and marketing efforts and establish continuity between administrations.

What is a Brand Identity?

A brand is the way an organization is perceived by those who interact with and experience it. More than a name, term, design, logo or symbol, a brand identity is the recognizable feeling an organization evokes. The brand identity is the feeling we hope the KPB will evoke over the next five to seven years as this plan is implemented.



KPB residents, businesses, employees and visitors

Communications Structure

We recommend that the Borough continue to move towards a more centralized communications structure. The creation of a Public Relations Officer position and a Strategic Communications Advisory Workgroup will help establish clear goals, processes, and styles of communications. The strategic priorities established and maintained by the Strategic Communications Advisory Workgroup will help to reinforce the brand, tie the departments and service areas of the borough together, provide continuity and consistency and provide clear actionable communications strategies. The specialization and capacity added by creating a Public Relations Officer position will increase the consistency and quality of communications and improve efficiency by allowing professionals for focus on their areas of expertise. A recommended list of roles and responsibilities is included in the full KPB Communications Strategy and Implementation Plan.

STRATEGIES AND IMPLEMENTATION PLAN

PRIORITY TASKS AND TIMELINES

Objective A: Effective and Efficient Operation

Strategy 1: Develop organizational infrastructure designed to improve and integrate effective communication at all service areas and departments.

Task A. NEAR TERM: Create an internal Strategic Communications Advisory Workgroup that will work to define the on-going communication program and develop specific goals and action steps.

Task B. NEAR TERM: Create Public Relations (PR) Officer position and hire a PR Officer.

Task C. NEAR TERM: Purchase and utilize a social media management tool (i.e. Hootsuite) to allow greater efficiency, brand continuity and timeliness in the management of Borough social media posts, marketing and responses to comments.

Strategy 2: Conduct regular research and evaluation of communication efforts.

Objective B: Increase Awareness and Understanding

Strategy 1: Develop Borough mission, vision, values and brand identity.

Task A. NEAR TERM: Conduct a strategic planning session to identify and formalize mission, vision, values.

Task B. NEAR TERM: Define Borough brand identity.

Task C. NEAR TERM: Develop materials and plan to engage and educate Borough employee about mission, vision, values and brand identity.

Strategy 2: Align service area brands with Borough mission, vision, values and brand identity.

Strategy 3: Apply branding consistently across Borough and service areas.

Objective C: Improve Internal Communications

Strategy 1: Emphasize the role of employees as “Borough Ambassadors”.

Task A. NEAR TERM: Collect and distribute stories that focus on successes.

Task B. NEAR TERM: Use existing tools to highlight current Borough efforts, services and projects.

Task C. NEAR TERM: Create and distribute talking points and summaries of work for service areas, initiatives and projects.

Strategy 2: Provide communications training and tools to public-facing employees.

Strategy 3: Evaluate use and efficacy of internal communications tools.

Objective D: Increase Engagement

Strategy 1: Continue to develop public engagement/outreach strategies.

Task A. NEAR TERM: Continue to provide/expand opportunities for public input that don't require meeting attendance (e.g. comments in Facebook live read into public record, print submitted comments, etc.).

Task B. NEAR TERM: Continue to develop collaborative partnerships with other agencies (cities, tribal governments, etc.).

Task C. NEAR TERM: Provide access to Borough meetings/events remotely and at public spaces.

Strategy 2: Establish a key communicator network.

Strategy 3: Continue to develop a “shared leadership” style across the Borough and service areas.

Task A. NEAR TERM: Close the communication loop on new initiatives by explaining rationale for actions and result of efforts.



KENAI PENINSULA BOROUGH Communications Strategy and Implementation Plan - 2020



TABLE OF CONTENTS

- BACKGROUND..... 1**
 - What is a Communications Strategy and Implementation Plan?..... 1
 - What is a Brand?..... 1
 - KPB Mission and Brand 2
 - Guiding Principals..... 2
 - Situation Analysis 2
 - Internal Communications..... 3
 - External Communications..... 4
- AUDIENCES AND STAKEHOLDERS5**
 - KPB Audience 5
 - Residents 5
 - Community Leaders and Partner Agencies 5
 - Business Community..... 5
 - Borough Employees..... 5
- TOOLS AND ASSETS6**
 - Internal Tools and Assets 6
 - Intranet (SharePoint)..... 6
 - Email Updates 6
 - Employee Newsletter..... 6
 - External Tools and Assets 7
 - KPB Website: www.kpb.us 7
 - KPB OEM Virtual Joint Information Center: www.kpboem.com 7
 - KPB Alerts Facebook: www.facebook.com/KPBAlerts 7
 - Email Alerts (New)..... 7
 - KPB Facebook Page <https://www.facebook.com/Kenai.Peninsula.Borough/> 7
 - Service Area Facebook Pages 8
- COMMUNICATIONS STRUCTURE AND ROLES9**
 - Current Structure Overview 9
 - Recommended Structure and Roles 9
 - Borough Assembly 9
 - Office of the Mayor..... 9
 - Clerk’s Office 10
 - Public Relations Officer (New) 10
 - Public Information Officer* 10

Internal Strategic Communications Advisory Workgroup (New)	10
Departments and Service Area Directors or Fire Chiefs	11
Service Area Board Members	11
OBJECTIVES AND STRATEGIES	12
Objective A: Effective and Efficient Operation	12
Objective B: Increase Awareness and Understanding.....	12
Objective C: Improve Internal Communications	12
Objective D: Increase Engagement.....	12
IMPLEMENTATION PLAN.....	13
Objective A: Effective and Efficient Operation	14
Strategy 1: Develop organizational infrastructure designed to improve and integrate effective communication at all service areas and departments.....	14
Strategy 2: Conduct regular research and evaluation of communication efforts.	15
Objective B: Increase Awareness and Understanding.....	16
Strategy 1: Develop Borough mission, vision, values and brand identity.....	16
Strategy 2: Align service area brands with Borough mission, vision, values and brand identity.....	17
Strategy 3: Apply branding consistently across Borough and service areas.	17
Objective C: Improve Internal Communications	19
Strategy 1: Emphasize the role of employees as “Borough Ambassadors”.....	19
Strategy 2: Provide communications/customer service training and tools to public-facing employees.	19
Strategy 3: Evaluate use and efficacy of internal communications tools.....	20
Objective D: Increase Engagement	21
Strategy 1: Continue to develop public engagement/outreach strategies.....	21
Strategy 2: Establish a key communicator network.	22
Strategy 3: Continue to develop a “shared leadership” style across the Borough and service areas.	23
APPENDICES.....	24
INTERNAL SURVEY RESULTS	25
Demographic	25
Brand Experience/Perception:	25
Communications Opinions:.....	27
Communications Preferences:.....	28
Communications Strengths/Weaknesses:	28
EXTERNAL SURVEY RESULTS.....	29
Brand Experience.....	29
Communication Efficacy	32
Communications Preferences.....	33

Demographics.....	33
SUMMARY OF INTERVIEWS.....	35
Branding.....	35
Internal Communication.....	35
External Communication.....	35
MEDIA RELATIONS POLICY	37
Kenai Peninsula Borough Policy: Media Relations.....	37
Media Relations: KPB Fire & EMS Public Information Officer Protocol.....	39
Media Relations: Public Information Officer - Qualified Training Courses	41
COMMUNICATIONS TOOLS AND TEMPLATES.....	42
Communications Checklist.....	42
Communication Scheduling Matrix.....	43
Communication Tools Matrix.....	44

BACKGROUND

What is a Communications Strategy and Implementation Plan?

The Kenai Peninsula Borough (KPB) Communications Strategy and Implementation plan is a tool for organizing communications about KPB initiatives and services to residents, businesses, employees and visitors. The plan prioritizes needs, identifies audiences, determines messages and delivery and measures success. The plan is assessed and updated annually and includes measurable objectives, strategies, tasks and outcomes.



What is a Brand?

A brand is the way an organization is perceived by those who interact with and experience it. More than a name, term, design, logo or symbol, a brand is the recognizable feeling an organization evokes. The recommendations in this plan are built around creating a unique and truthful view of the KPB, its service areas and the Kenai Peninsula. This brand identity is the feeling we hope the KPB will evoke over the next five to seven years as this plan is implemented.

KPB Mission and Brand

There is currently no clear mission that has been identified by the Borough. It is our recommendation that the Borough engage in strategic planning to establish a clear mission, vision, values and brand identity that can be used to coordinate communications and marketing efforts and establish continuity between administrations.

Guiding Principals

This plan emphasizes the following overarching principles:

- Promote the ability of Borough employees, Assembly members and residents to access information.
- Disseminate information to the public and all audiences in a manner that is clear, concise, transparent, helpful, timely, proactive, and consistently professional.
- Implement and promote opportunities and mechanisms to obtain regular feedback from targeted audiences, especially residents and employees.
- Promote two-way communications between the Borough and residents.
- Utilize targeted communication methods and strategies that are effective and appropriate for the situation.
- Provide a unified, coherent voice for the Borough, especially as a source of information during crisis or emergency situations.
- Foster a mindset of continual planning to keep Borough communications fresh and responsive.
- Promote communications between Borough administration and the rest of the Borough government, including employees and service areas.

Situation Analysis

Data was compiled during the information gathering and plan development phases of the Strategic Communications project. This data was used to establish an understanding of the current state of the KPB brand and the efficacy of communications. It will also serve as a snapshot and baseline that can be used to measure the impacts of the communications efforts the Borough undertakes moving forward.

The data collected and analyzed included:

- Data from existing sources, including: KPB Comprehensive Plan, KPB Community Economic Development Strategy, Kenai Peninsula Tourism Marketing Council (KPTMC) Objectives, analytics from KPB outreach tools.
- An internal brand and communications survey.
- A short external brand and communications survey.
- Fifteen (15) interviews with assembly members and heads of service areas.
- Public engagement at three community events.

Please see appendix for survey and interview data and analysis.

The data we collected suggests the following organizational strengths, weaknesses, opportunities, and threats related to Kenai Peninsula Borough communications.

Internal Communications

Strengths

- High rate retention of Borough employees creates continuity between administrations and historical knowledge within departments.
- Borough employees are committed and proud to work for the Borough.
- Internal emails are effective and timely.

Opportunities

- Define mission, vision, values.
- Define brand identity.
- Increase efforts to educate the Borough employees about what the Borough does, specifically highlighting successes and services.
- Improve communications between service areas.
- Promoting or “bragging” about successes between departments could make team members more valued and create comradery.
- Supervisor training to increase consistency of communications within and across service areas and with the public.
- Hire a Public Relations Officer to provide communications expertise and support service area/department communications.

Weaknesses

- The Borough does not have a clearly defined mission, vision, values.
- The Borough does not have a clearly defined brand identity.
- Service areas feel disconnected from each other.
- Borough is perceived as focused on the Kenai/Soldotna area.
- Borough emails are at times too in-depth and frequent.
- Borough employees are not using existing internal communication tools consistently (intranet, newsletter, email).
- Borough employees are often unable to respond to questions in a timely and thorough way.

Threats

- Borough employees perceived the public’s opinion of the Borough to be neutral and possibly slightly negative. The danger is that employees lose confidence in the work they are doing.
- Areawide disaster responses make many of the standard communication and public engagement methods impractical or unusable.

External Communications

Strengths

- The public views Borough communications as reliable, high-quality and effective.
- Emergency management communications are effective.
- When the public engages with Borough employees, they generally have positive experiences.
- Borough has good working relationships with the city governments within the borough.

Opportunities

- Brand the Borough consistently (i.e. Borough logo shows up on every service area Facebook page).
- Define mission, vision, values.
- Define brand identity.
- Educate public about services and projects (what, why, how and results).
- Brag about successes.
- Increase the use of social media.
- Pro-active engagement with media (news, radio, etc.).
- Engagement of key communicators to spread Borough communications.
- Create a Borough e-newsletter that residents can sign up for.
- Promote SMS text alert system for emergency communications.
- Create a single obvious source of information, like a Public Relations Officer, who is aware of and promoting the communications for the whole borough.
- Borough employees are seen positively and highlighting their stories can help build trust within the communities.
- Continue to develop virtual meeting tools to allow greater remote access to Borough and Assembly meetings.
- Utilize common public spaces, like libraries, to create opportunities to participate in borough focus groups, meetings and Assembly meetings.
- Increase in-person engagement in communities beyond Soldotna/Kenai for events such as town halls/focus groups.

Weaknesses

- Borough is perceived as Soldotna-centric (Soldotna, Kenai, Sterling).
- There is a lack of a unified brand and instead the focus is on specific services.
- There is confusion related to the structure of the Borough.
- The Borough currently uses a decentralized communications model with each service area generating its own communications, which is inefficient and creates inconsistencies.
- People do not realize that a service area is a part of the Borough.

Threats

- Areawide disaster responses make many of the standard communication and public engagement methods impractical or unusable.
- A substantial number of residents felt “Neutral” about Borough communications, leaving a possibility of forming a negative opinion.

AUDIENCES AND STAKEHOLDERS

KPB Audience

The Borough's audience may include: anyone who lives, works or does business within the Kenai Peninsula Borough, visitors, tribal and city governments within the borough, neighboring communities, organizations, businesses considering relocating to the Kenai Peninsula Borough, and Borough employees. As this audience represents a large group of people with different interests, we have chosen to focus on specific stakeholder groups as described below.

Residents

The programs and services offered by the Kenai Peninsula Borough have the greatest impact on the residents that we serve. General awareness of the Borough's goals, efforts and results will be available to every individual in the borough through a variety of different streams, including the stakeholders mentioned below. Honest and responsive communication with the residents of the KPB will help build trust and credibility, increasing public engagement and overall loyalty to the Borough as an organization.

Community Leaders and Partner Agencies

As leaders, these individuals and organizations are often trusted and held in highest regard. Active communication with identified leaders about Borough goals, efforts and results will broaden the base of awareness and understanding throughout the borough. These leaders are often capable of eliciting a great amount of public response and influence. Because of this they should be valued and included in important policy discussions. Frequent dialogue with community leaders, including tribal governments, state and federal legislators, municipal elected officials, or other identified individuals, will have a positive impact on the residents that we serve.

Business Community

The business community, as well as businesses considering relocating or expanding into the borough, provide the economic stability that borough residents need. Clear, effective communication and dialogue with these businesses will help create a sense of confidence and trust and foster an environment where businesses are willing to invest and grow.

Borough Employees

Kenai Peninsula Borough employees play a unique role in effective communication. As representatives of the Borough, it is essential that our employees are fully informed on the Borough's efforts, results and goals. Borough employees serve as point contacts throughout the community; therefore, a well-informed employee will lead to well-informed residents.

TOOLS AND ASSETS

Internal Tools and Assets

Intranet (SharePoint)

The intranet is the Borough's central formal repository for electronic communications and documents related to Borough business policies and practices. It includes working documents, policies, and shared datasets. It does not include records and formal public documents, which are stored in paper copy and in a separate document management system. The intranet is internal only and not accessible to the public.

Average visitors per day: 79 | Page views per day: 3,904

NOTE: The average number of visitors daily are not necessarily the same 79 people each day.

Email Updates

Borough employees identified email updates as one of the most effective ways for them to stay up to date with Borough initiatives and the efforts of other service areas or departments. It is recommended that the Borough look into ways to measure the rate and usage of internal updates. If this is not reasonable to accomplish, questions on the internal communications survey can provide some insight.

Employee Newsletter

The newsletter should address what is happening in the borough and what kind of information is being produced. The public will be inquiring about this information and employees need to be informed about all happenings throughout the borough such as Hazardous Waste Day, Fire Service Volunteer Training, Elections, etc.

External Tools and Assets

KPB Website: www.kpb.us

In 2019, the newly redesigned KPB website went live. The redesign focused on clean design with improved menu functionality that directs users to the most relevant information. It is also fully responsive with mobile devices, making it easy to navigate on a wide range of web browsers and portable devices.

The Borough website prioritized the following goals: clear and uniform presence of who we are, easy access to municipal service provided to residents, information regarding local government, public meetings and elections.

Average monthly views: 57,023

KPB OEM Virtual Joint Information Center: www.kpboem.com

In 2015, the Office of Emergency Management developed a Virtual Joint Information Center on BlogSpot that functions to provide the public with coordinated and collocated information from responding agencies during an emergency on the Kenai Peninsula. During our conversations with the public, the majority of individuals had positive opinions of the Virtual Joint Information Center.

Average monthly views: 5,451

KPB Alerts Facebook: www.facebook.com/KPBAlerts



In 2018, the Office of Emergency Management migrated to a new telephone warning system that, for the first time, included integration with social media. The KPB Alerts platform uses Facebook and Twitter to broadcast important life safety messages during emergencies, such as evacuation notices, missing persons information, law enforcement activity, and more.

Additionally, information strategies for incident response have included informational content being posted on these platforms such as live streaming of public meetings, Q&A sessions, and other video content.

Number of followers: 11,875

Email Alerts (New)

We recommend creating a distribution list to send emails to designated media contacts including local and regional newspapers, radio and television stations, borough public schools, community library, administrative offices for local municipalities, tribal governments, the Office of the Mayor, all Assembly members, service area boards and department directors. This should also be something that residents can sign up for to stay informed about news in the borough. Analytics are available on most bulk mail software and should be set up to record rates of opens, the number of recipients and numbers of emails sent.








KPB Facebook Page <https://www.facebook.com/Kenai.Peninsula.Borough/>

The KPB is active on Facebook, and residents identified Facebook as one of the primary ways they currently receive information and would like to receive information about the Borough.

Number of followers: 5,479 followers as of 08/10/20

Service Area Facebook Pages

Several borough service areas have their own Facebook pages. Residents identified these pages as places where they receive information about the borough. We recommend continuing to use these pages because they are a trusted source of information for residents, but we recommend adjusting the branding and coordinating efforts with the Strategic Communication Advisory Committee and the PR Officer, as well as the PIO when appropriate so that there is continuity in brand and messaging between all Facebook pages. The table below provides a snapshot of current branding and Facebook information.

CURRENT BRANDING	SERVICE AREA	Facebook page and # of followers (as of 8/20/20)
	North Peninsula Recreation	www.facebook.com/NorthPeninsulaRecreation 1,918 followers
	Anchor Point Emergency Services	www.facebook.com/anchorpointemergencyservices 2,601 followers
	Central Emergency Services	www.facebook.com/CESalaska 2,126 followers
	Kachemak Emergency Services	www.facebook.com/kesfire 1,057 followers
	Nikiski Fire Services	www.facebook.com/NikiskiFire 2,534 followers
	Bear Creek Fire	www.facebook.com/bearcreekvolunteerfiredepartment 1,625 followers
	Seldovia Sea Otter Community Center	www.facebook.com/theSOCC 255 followers

COMMUNICATIONS STRUCTURE AND ROLES

Current Structure Overview

The Borough currently has a decentralized system for generating content and has been making efforts to move towards a more coordinated distribution. Currently, departments and service areas largely produce and distribute their own public information independent of one another. Electronic distribution – primarily through social media – is done by departments or service areas sometimes in concert with the Information Technology (IT) department and/or the Public Information Officer. Departments have varying levels of capacity, expertise and need for the production and distribution of public information.

Recommended Structure and Roles

An effort to create a more centralized process is in progress and includes the creation of a Media Relations policy. We recommend that the Borough continue to move towards a more centralized system. The creation of an internal Strategic Communications Advisory Workgroup and a Public Relations Officer position will help establish clear goals, processes, and styles of communications. The strategic priorities established and maintained by the internal Strategic Communications Advisory Workgroup will help to reinforce the brand, tie the departments and service areas of the borough together, provide continuity and consistency and provide clear actionable communications strategies. The specialization and capacity added by creating a Public Relations Officer position will increase the consistency and quality of communications and improve efficiency by allowing professionals to focus on their areas of expertise. Below are a recommended list of roles and responsibilities.

Borough Assembly

- Approve periodic updates to the Communications Strategy and Implementation Plan.
- Ad hoc Assembly member position to serve annually on the internal Strategic Communications Advisory Workgroup.
- Consider recommendations from the Office of the Mayor and/or internal Strategic Communications Advisory Workgroup to allocate financial, staff, and technological resources to address unmet or emerging communications needs.
- Share Borough communications to their constituents in a way that is consistent with the Borough brand and communications strategies.

Office of the Mayor

- Assign and direct staff to accomplish the strategies laid out in this plan in a timely and effective way.
- Supervise the Public Information or Public Relations functions.
- Prioritize communications work to match available resources.
- Periodically apprise the Assembly on progress in implementing this plan - including capabilities and constraints to achieving objectives, and recommendations for addressing any shortcomings.

Clerk's Office

- Serves as a liaison between the public and the Borough Assembly.
- Serves as an additional information distribution center.
- Serves as a conduit for information both from and to the public.
- Serves as an information resource and support for public meeting bodies and administrative staff.

Public Relations Officer (New)

We recommend the establishment of a Public Relations Officer (PR) who can focus on areas of communication that are often neglected or are fulfilled by individuals whose expertise is needed in other areas.

- Serve as liaison between the media and the Borough Assembly and Office of the Mayor.
- Serve as an information coordinator for departments and service areas.
- Convene and provide leadership for internal Strategic Communications Advisory Workgroup.
- Foster strong relationships with representatives of all forms of media.
- Collaborate with the Public Information Officer (PIO). The PIO is the spokesperson for the Borough during areawide, emergency response.
- Serve as a resource for marketing and promoting KPB services.
- Functions as a guardian to identify and address potential confusion, inaccurate information and miscommunication.
- Generates content for Borough departments and service areas (media creation, copywriting, press releases, PSAs).
- Facilitates output and distribution of content.

Public Information Officer*

Based on the Incident Command Structure, the role of the Public Information Officer (PIO) is activated for the purpose of providing strategic advice and counsel on information matters to the incident management team while conveying accurate information to the public during areawide response. (An areawide response may be an emergency response or non-emergency event for the purpose of this PIO definition.) When so designated by the Mayor or Emergency Manager, the PIO will perform or oversee many roles and responsibilities to meet the following needs as the incident expands and contracts:

- Provide the single authoritative source for the essential duties and responsibilities specific to executing public information within the defined mission objectives.
- Ensure connection between the position responsibilities and the established operational standards for emergency or non-emergency events.
- Build consistency (organization, nomenclature, terminology) internal to each PIO function and across the inventory of positions.
- Help identify performance support needs such as job aids, training courses, and position task books for PIO team.

**Public Information Officer qualifications are based upon the Federal Emergency Management Agency (FEMA) and National Wildfire Coordination Group (NWCWG) position-specific roles and responsibilities.*

Internal Strategic Communications Advisory Workgroup (New)

We recommend the development of an internal Strategic Communications Advisory Workgroup. This committee will be made up of one Assembly member (ad hoc), five liaison seats to represent the departments and services areas, the PR Officer, and a representative from the Office of the Mayor.

- Establish Borough communication priorities.
- Review and update the Communications Strategy and Implementation Plan annually.
- Conduct research into the efficacy of communications efforts, audience preferences and new communication tools.

Departments and Service Area Directors or Fire Chiefs

- Establish or maintain plans or processes for executing their own communications functions in a manner consistent with the Borough’s brand and communications strategies.
- Support the Office of the Mayor and other departments and service areas by sharing staff/technological/other resources when feasible to accomplish Borough communications goals and objectives.
- Establish a spokesperson(s) to respond to day-to-day inquiries or news releases as necessary in a timely manner. Spokesperson should be aware of and work to support the brand and communications strategies of the Borough and should follow the Media Relations Policy.
- Document and report inquiries that are significant, controversial or have potential to generate on-going public interest to the Office of the Mayor.
- Provide guidance to the Office of the Mayor when disseminating information to residents and other audiences regarding significant programs/policies/events/initiatives.

Service Area Board Members

- Establish or maintain plans or processes for executing their own communications functions in a manner consistent with the Borough’s brand and communications strategies.
- Support the Office of the Mayor and other departments and service areas by sharing staff/technological/other resources when feasible to accomplish Borough communications goals and objectives.
- Provide guidance to the Office of the Mayor when disseminating information to residents and other audiences regarding significant programs/policies/events/initiatives.

OBJECTIVES AND STRATEGIES

Objective A: Effective and Efficient Operation

Strategy 1: Develop organizational infrastructure designed to improve and integrate effective communication at all service areas and departments.

Strategy 2: Conduct regular research and evaluation of communication efforts.

Objective B: Increase Awareness and Understanding

Strategy 1: Develop Borough mission, vision, values and brand identity.

Strategy 2: Align service area brands with Borough mission, vision, values and brand identity.

Strategy 3: Apply branding consistently across Borough and service areas.

Objective C: Improve Internal Communications

Strategy 1: Emphasize the role of employees as “Borough Ambassadors”.

Strategy 2: Provide communications training and tools to public-facing employees.

Strategy 3: Evaluate use and efficacy of internal communications tools.

Objective D: Increase Engagement

Strategy 1: Continue to develop public engagement/outreach strategies.

Strategy 2: Establish a key communicator network.

Strategy 3: Continue to develop a “shared leadership” style across the Borough and service areas.

IMPLEMENTATION PLAN

The following pages outline specific strategies and tasks recommended to achieve the four objectives identified above. Notes about audience, budget, responsible persons and evaluation measures are included with each task. Tasks are ordered by their priority. In some cases, examples are also highlighted.

Objective A: Effective and Efficient Operation

Strategy I: Develop organizational infrastructure designed to improve and integrate effective communication at all service areas and departments.

Task A	Create an internal Strategic Communications Advisory Workgroup that will work to define the on-going communication program and develop specific goals and action steps.
Audience	Internal
Budget	N/A
Responsible persons	Office of the Mayor
Evaluation measures	Creation of committee, committee meetings

Task B	Create a Public Relations (PR) Officer position and hire a PR Officer.
Audience	Internal
Budget	N/A
Responsible persons	Office of the Mayor
Evaluation measures	Creation of position, hiring of PR Officer

Task C	Purchase and utilize a social media management tool (i.e. Hootsuite) to allow greater efficiency, brand continuity and timeliness in the management of Borough social media posts, marketing and responses to comments.
Audience	Internal
Budget	\$360/year
Responsible persons	PIO, PR
Evaluation measures	Completed purchase and implementation

Task D	Develop standardized outreach checklist of actions and workflows for new communication efforts.
Audience	Internal
Budget	N/A
Responsible persons	PR, Strategic Communications Advisory Workgroup
Evaluation measures	Completion of checklist, records of access of checklist document

Task E	Develop matrix of communication tools and tactics, including relative cost, effort, efficacy, and time information.
Audience	Internal

Budget	N/A
Responsible persons	PR, Strategic Communications Advisory Workgroup
Evaluation measures	Completion of matrix, records of access of matrix document

Task F	Create unified social media plan, establish protocols for posting content to social media accounts.
Audience	Borough employees
Budget	N/A
Responsible persons	PR, Strategic Communications Advisory Workgroup
Evaluation measures	Creation and distribution of plan

Task G	Establish a process to review and update the Communications Strategy and Implementation Plan on a regular basis.
Audience	Internal
Budget	N/A
Responsible persons	Strategic Communications Advisory Workgroup
Evaluation measures	Completed annual review and updates to Communications Strategy and Implementation Plan

Strategy 2: Conduct regular research and evaluation of communication efforts.

Task A	Conduct After Action Reviews following the completion of major communication campaigns/efforts.
Audience	N/A
Budget	N/A
Responsible persons	PR, Project manager
Evaluation measures	Number of completed of reviews

Task B	Conduct external opinion surveys on a regular basis.
Audience	Residents, businesses
Budget	\$1,000 per survey
Responsible persons	Strategic Communications Advisory Workgroup
Evaluation measures	Completion of survey annually

Task C	Conduct internal surveys of employees and Assembly members.
Audience	Borough employees
Budget	N/A
Responsible persons	Strategic Communications Advisory Workgroup
Evaluation measures	Completion of survey annually

Objective B: Increase Awareness and Understanding

Strategy I: Develop Borough mission, vision, values and brand identity.

Task A	Conduct a strategic planning session to identify and formalize mission, vision, values.
Audience	Borough employees, service areas boards, Assembly members, borough residents and businesses, visitors
Budget	\$3,500
Responsible persons	Office of the Mayor, Strategic Communications Advisory Workgroup, Service areas, Department leadership
Evaluation measures	Completion of mission, vision, values statements

Task B	Define Borough brand identity.
Audience	Borough employees, service areas boards, Assembly members, borough residents and businesses, visitors
Budget	\$3,500
Responsible persons	Office of the Mayor, Strategic Communications Advisory Workgroup, Service areas, Department leadership
Evaluation measures	Completion of brand identity statement

Task C	Development of materials and plan to engage and educate Borough employees about mission, vision, values and brand identity.
Audience	Borough employees
Budget	\$2,000
Responsible persons	PR, Office of the Mayor, Strategic Communications Advisory Workgroup
Evaluation measures	Increased ability of Borough staff to identify the mission, vision, values and brand identity

Task D	Refine or redesign KPB logo.
Audience	Borough employees, service areas boards, Assembly members, borough residents and businesses, visitors
Budget	TBD depending on whether the project involves a complete logo redesign or logo revisions only
Responsible persons	Office of the Mayor, Strategic Communications Advisory Workgroup, Service areas, Department leadership
Evaluation measures	Completion of logo revisions or redesign of existing logo

Task E	Strengthen and reinforce brand identity by promoting Borough projects and services that are in line with the mission, vision, values and brand identity.
Audience	Residents, businesses, community leaders, partner organizations, Borough employees
Budget	
Responsible persons	PR

Evaluation measures	Press releases, Social media posts, reach of social media posts
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Task F	Periodic review and adjustment the mission, vision, values and brand identity.
Audience	N/A
Budget	\$3,500
Responsible persons	Strategic Communications Advisory Workgroup
Evaluation measures	Updated mission, vision, values and brand identity

Strategy 2: Align service area brands with Borough mission, vision, values and brand identity.

Task A	Continue to pair KPB logo with service area brands.
Audience	Residents, service areas
Budget	N/A
Responsible persons	PR, service areas
Evaluation measures	KPB logo is visible on service area materials
Example	The KPB logo should be placed on all service area Facebook pages along with the service area's existing logo in order to help residents understand the connection to the Borough.

Task B	Redesign borough service area brands to relate to the Borough brand.
Audience	Residents, businesses, Borough employees
Budget	
Responsible persons	Strategic Communications Advisory Workgroup
Evaluation measures	Logo update

Strategy 3: Apply branding consistently across Borough and service areas.

Task A	Physical branding of services, building signage, uniforms/hats and vehicles.
Audience	Residents, businesses, Borough employees
Budget	\$60,000
Responsible persons	PR
Evaluation measures	Elimination of old brand on physical elements (buildings, signage, uniforms/hats, vehicles, etc.)
Example	Branded KPB gear for employees to wear to display borough pride on and off the clock.

Task B	Create and distribute branded tools and templates (brochures, ads, docs, forms, etc.).
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Audience	N/A
Budget	\$3,000 – \$7,000
Responsible persons	PR, IT
Evaluation measures	Creation of templates for brochures, ads, docs, forms, etc.

Task C	Identify and revise/recreate all existing forms, brochures to reflect brand.
Audience	Residents, businesses
Budget	\$50-75 per document
Responsible persons	PR, IT, Clerk's office, Record's Manager
Evaluation measures	Creation of forms, brochures, etc., document for tracking file information

Task D	Apply brand and styles to website.
Audience	Residents, businesses, community leaders, partner organizations
Budget	\$3,500
Responsible persons	PR, IT
Evaluation measures	Updated website style

Objective C: Improve Internal Communications

Strategy 1: Emphasize the role of employees as “Borough Ambassadors”.

Task A	Collect and distribute stories that focus on successes.
Audience	Borough employees
Budget	N/A
Responsible persons	PR, departments/service areas
Evaluation measures	Number of stories shared, rate/count of email opens

Task B	Use existing tools to highlight current Borough efforts, services and projects.
Audience	Borough employees
Budget	N/A
Responsible persons	PR, Office of the Mayor, Strategic Communications Advisory Workgroup
Evaluation measures	Rate of email opens

Task C	Create and distribute talking points and summaries of work for service areas, initiatives, and projects.
Audience	Borough employees
Budget	N/A
Responsible persons	PR, departments/service areas
Evaluation measures	Number of document opens

Strategy 2: Provide communications/customer service training and tools to public-facing employees.

Task A	Develop customer service training for all public-facing employees.
Audience	Public-facing Borough employees
Budget	N/A
Responsible persons	PR
Evaluation measures	Number of individuals trained

Task B	Develop tools to help public-facing employees quickly find information (FAQs, infographics, how-to guides).
Audience	Public-facing Borough employees
Budget	N/A
Responsible persons	PR

Evaluation measures	Development of tools, number of opens for tools
Example	Public-facing employees must often answer questions from the public about complex topics. Infographics with easy-to-comprehend explanations can be shared with the public to answer questions and explain what is going on in the borough.

Task C	Establish department/service area spokespeople and provide training and tools for effective communication.
Audience	N/A
Budget	N/A
Responsible persons	Departments/service areas
Evaluation measures	List of spokespeople

Task D	Provide public-facing employees with contact information for department/service area spokespeople, PR Officer and PIOs.
Audience	Public-facing Borough employees
Budget	N/A
Responsible persons	PR
Evaluation measures	Directory of spokespeople

Strategy 3: Evaluate use and efficacy of internal communications tools.

Task A	Conduct internal communications survey.
Audience	Borough employees
Budget	N/A
Responsible persons	PR
Evaluation measures	Number of surveys completed

Task B	Create and review analytics related to use of internal communications tools.
Audience	N/A
Budget	N/A
Responsible persons	PR, IT
Evaluation measures	Completed review of analytics

Task C	On-going research into new communication technologies and tools that address issues and gaps in internal communications.
Audience	N/A
Budget	N/A
Responsible persons	PR, IT
Evaluation measures	Reports and recommendations on new tools

Objective D: Increase Engagement

Strategy I: Continue to develop public engagement/outreach strategies.

Task A	Continue to provide and expand opportunities for public input that don't require attendance at a meeting (e.g. comments in Facebook live read into public record, print submitted comments, etc.).
Audience	Residents, businesses
Budget	N/A
Responsible persons	Clerk, PR, IT
Evaluation measures	Number of events with remote public comment capacity, number of remote public comments

Task B	Identify and document existing partnerships and continue to develop collaborative partnerships with other agencies (cities, tribal governments, etc.).
Audience	Partners organizations
Budget	N/A
Responsible persons	PR, PIO, responsible Borough parties
Evaluation measures	Number of collaborative efforts, rate of promotion of Borough communications
Example	All Lands, All Hands interagency group that manages fuel mitigation projects, expand the communications of the group to support Ready, Set, Go or Firewise projects

Task C	Provide access to Borough meetings/events remotely and at public spaces.
Audience	Partners organizations
Budget	N/A
Responsible persons	PR, PIO, Clerk's office, responsible Borough parties
Evaluation measures	Number of collaborative efforts, rate of promotion of Borough communications

Task D	Hold town halls or forums throughout borough, not just in Soldotna/Kenai.
Audience	Residents, businesses, community leaders, partner organizations
Budget	N/A
Responsible persons	PR, responsible Borough parties
Timeframe	Starting Spring 2021
Evaluation measures	Number of town halls/forums in each region

Task E	Hold focus groups on "hot topics".
Audience	Residents, community leaders, businesses, partner organizations
Budget	N/A

Responsible persons	PR, responsible Borough parties
Evaluation measures	Number of focus groups

Task F	Provide visual signs of welcome, acknowledgment and appreciation for internal audiences.
Audience	Borough employees
Budget	\$1,000
Responsible persons	PR, Service areas
Evaluation measures	Creation and posting of signs
Examples	<ul style="list-style-type: none"> Employee recognition: signage highlighting employee of the month or highlighting a successful project team, department, or service area Acknowledgement for years of service (coins commemorating 1, 3, 10, 20-year work anniversaries), retiree gifts (cutting board), new hire orientation and introductions

Task G	Provide visual signs of welcome, acknowledgment and appreciation for external audiences.
Audience	Residents, businesses, external audiences
Budget	\$1,000
Responsible persons	PR, Service areas
Evaluation measures	Creation and posting of signs
Examples	<ul style="list-style-type: none"> Welcome signage at building entrances highlighting successes and partnerships in the borough Land acknowledgements at building entrances Post signs to delineate zones and infrastructure in the borough, for example, “You are now entering the Bear Creek Fire Service Area” Post placards acknowledging historical contributions, for example, the Donald E. Gilman River Center

Strategy 2: Establish a key communicator network.

Task A	Identify influential key communicators (community and business leaders, including Alaska Native and minority leaders).
Audience	Influential leaders
Budget	N/A
Responsible persons	Strategic Communications Advisory Workgroup
Evaluation measures	Creation of list, increase in number of individuals on the key communicators list

Task B	Invite identified key communicators to meet with Borough representatives several times each year.
Audience	Identified key communicators
Budget	\$1,000
Responsible persons	Strategic Communications Advisory Workgroup
Evaluation measures	Number of individuals attending

Task C	Develop “Friends of the Borough” e-newsletter to keep key communicators informed between meetings.
Audience	Identified key communicators
Budget	\$1,000
Responsible persons	PR
Evaluation measures	Number of individuals on mailing list, number of opens for newsletters

Task D	Establish a hotline or direct contact for key communicators to clarify information.
Audience	Identified key communicators
Budget	\$1,000
Responsible persons	PR, PIO
Evaluation measures	Log of contacts from key communicators

Strategy 3: Continue to develop a “shared leadership” style across the Borough and service areas.

Task A	Close the communication loop on new initiatives by explaining rationale for actions and result of efforts.
Audience	Staff, residents, businesses, partner organizations, community leaders, key communicators
Budget	\$1,000
Responsible persons	PR, PIO, responsible Borough parties
Evaluation measures	Rate of completion of rational and of results communications
Example	The sales tax collection department is a place residents are often obligated to visit to make tax payments. Their tax dollars go directly to supporting schools in the borough, but there is no visible evidence of that fact in the sales tax department. Signage with pictures of schools, school activities and kids learning could be placed in the department so taxpayers can see the tangible evidence of their money at work in the community.

Task B	Solicit input and conduct research before making important decisions. Surveys and focus groups can be used.
Audience	Borough employees, residents, businesses, community leaders, partner organizations
Budget	N/A
Responsible persons	PR, PIO, responsible Borough parties
Evaluation measures	Number of efforts to gather input (surveys, focus groups, interviews, etc.)

APPENDICES

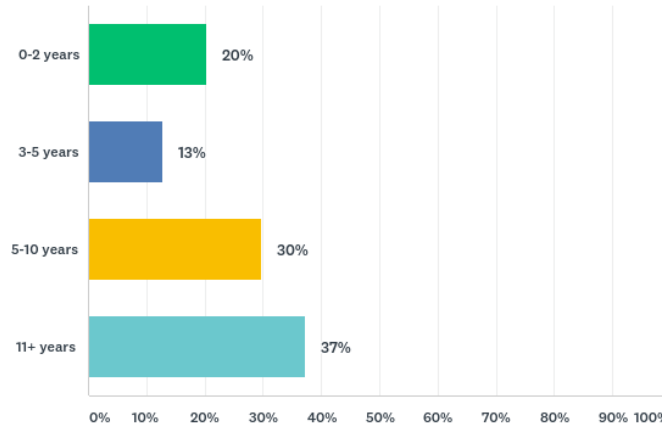
- Internal Survey Results
- External Survey Results
- Summary of Interview Themes
- Public Relations Policy
- Communications Tools and Templates
 - Communications Checklist
 - Communication Scheduling Matrix
 - Communication Tools Matrix

INTERNAL SURVEY RESULTS

A five-minute internal survey was conducted to look at Brand Experience and Perception, Internal Communications and Communications Preferences. There were 97 respondents.

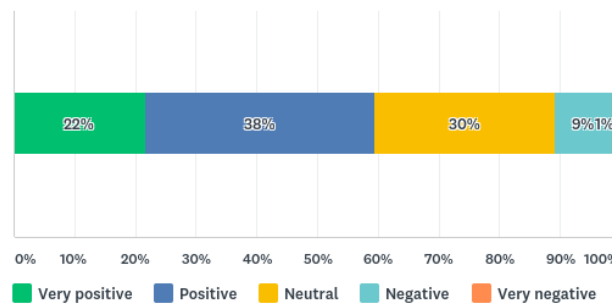
Demographic

Q1. How long have you worked at the Borough?



Brand Experience/Perception:

Q2. How do you feel about the Borough?



Most respondents felt positive or very positive about the Borough (60%) with only 10% feeling negative or very negative.

Q3. What do you perceive to be the core values of the Borough?

Most respondents felt that there was not clarity on the Borough's values or mission.

The most commonly identified values were:

- Service (30%),
- Efficiency/Cost Savings (16%),
- Honesty/Transparency (13%),
- Safety (9%),
- Community (6%).

- Diligence/Work Ethic (6%)

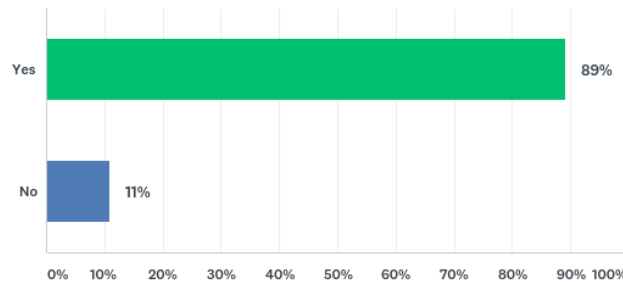
Q4. What do you perceive to be the mission of the Borough?

Most respondents felt that there was not clarity on the Borough’s values or mission. Many individuals still provided their understanding of the mission even though it was not clear.

The most common topics addressed in the respondent’s summary of the mission of the Borough were:

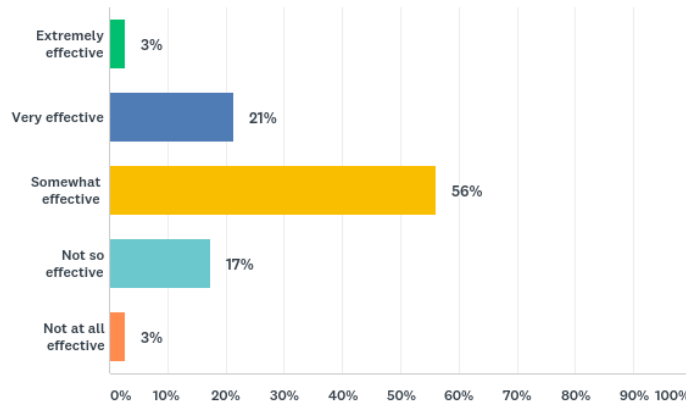
- Providing services (58%)
- Unclear (18%)
- Being fiscally responsible/Cost savings (15%)
- Taxing and establishing funding for services (13%)

Q5. Are you proud to be a member of the team?



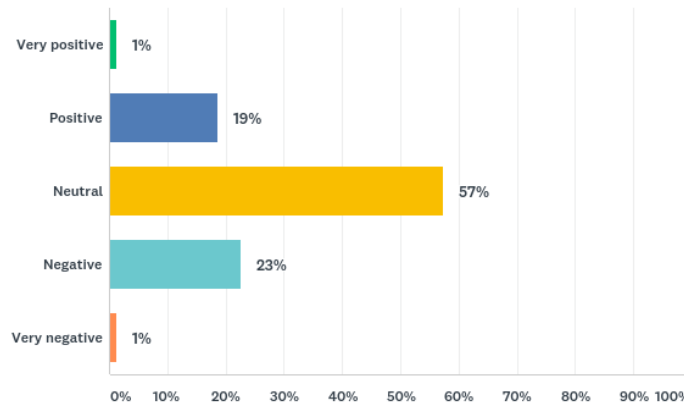
89% of respondents were proud to be a member of the Borough team.

Q6. How effective is the Borough's logo?



Regarding the effectiveness of the logo, there was a pretty standard bell curve with most people (56%) choosing Somewhat Effective. Only 24% of respondents felt positively about the efficacy of the logo (Extremely Effective or Very Effective) and only 20% felt negatively about the efficacy of the logo (Not So Effective or Not Effective At All).

Q7. How do you think the public feels about their experiences with the Borough?



The respondents' impression was that the public felt "Neutral" about their experiences with the Borough (57%). Both Very Positive and Very Negative received only 1% of responses.

There is a slight bias towards the negative end of the spectrum, but it is very slight with 18 responses of Negative or Very Negative compared to 15 responses of Positive or Very Positive.

It is interesting to note that Borough employees' perception of public opinion was lower than the opinion our survey respondents. Bringing awareness that Borough residents generally view the Borough in a positive way could help improve employee morale and create a more positive work environment.

Q8. How do you think we can improve public perception and feelings towards the Borough?

The most common topics addressed in the respondent's ideas for improving the public perception and feelings towards the Borough were:

- Education: This was both about what the Borough is and does, and about issues (32%).
- Public Engagement (24%): This was about increasing and utilizing new methods to allow better public involvement.
- Self-Promotion/Branding (24%): These comments were focused on letting the public know all of the positive things that the Borough has been doing as well as the things the Borough is working towards.
- Transparency (21%): These comments focused on creating clear processes on how and why decisions were being made, and providing that information to the public.
- Positive Experiences/Customer Service (18%): These were comments focused on positive interactions with Borough Employees as well as positive experiences when utilizing a Borough service.
- Positive Work Environment/Internal Communications (14%): There were a number of suggestions focused on the idea that creating a positive work environment with stronger internal communication would make employees better brand ambassadors.

Communications Opinions:

- 50% of respondents were Very Satisfied or Satisfied with internal communications within the Borough. Only 18% were Very Dissatisfied or Dissatisfied.
- Regarding the effectiveness of communications across service areas, most respondents felt that communications were somewhat effective (48%). There was a slight bias towards Not Effective, with 30% either Not So Effective or Not At All Effective compared to 23% Very Effective or Extremely Effective.
- Regarding the effectiveness of communications with partners and residents, most respondents felt that communications were somewhat effective (59%). There was a slight bias towards Not Effective, with 25% either Not So Effective or Not At All Effective compared to 15% Very Effective or Extremely Effective.

Communications Preferences:

- The top 5 sources of information were: Borough Website (48%), Borough/Service Area Facebook (38%), Friends/Word of Mouth (37%), Email (24%). Note: Email was not the employee newsletter.
- Respondents were most interested in receiving information about: Assembly Meetings (69%), News from the Mayor's Office (66%), and Service Area News (60%).

Communications Strengths/Weaknesses:

- When asked what the Borough is doing effectively to communicate internally, by far the most common answer was emails.
- When asked about challenges with internal communication, two common responses were: finding the right balance between brevity and depth, too many emails causing people to feel overwhelmed.
- When asked about how to make employees feel more connected, respondents had a large diversity of ideas but there were a couple of themes around: more Borough-wide face-to-face type activities/events, departments sharing highlights and current projects, make team members feel valued.
- Tools/procedures suggested by respondents included: supervisor training, newsletter/email, communications/PR person or department, office-wide wellness goals.
- Respondents identified that they could aid in internal communications in many ways, but some common responses were: actually reading current communications, repeating/passing along information, having timely and thorough enough responses to questions.

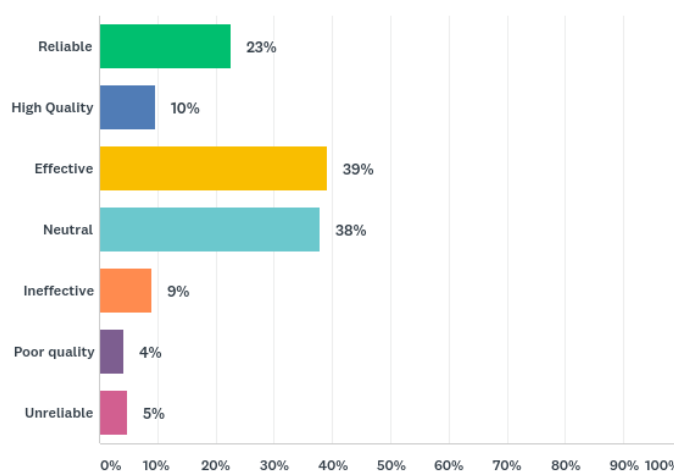
EXTERNAL SURVEY RESULTS

A three-minute survey was used to establish a baseline and verify assumptions related to Brand Experience, Communication Efficacy and Communication Preferences for borough residents. The survey was launched over social media on Borough channels, a targeted social media campaign was developed to encourage responses from smaller communities, email was used to announce and promote the survey to partner organizations and governments, and the survey was conducted in person at the Native Youth Olympics, Peninsula Arctic Winter Games, and the Seward Chamber of Commerce.

Note: Additional in-person surveying and public engagement was planned but had to be cancelled due to a social distancing mandate issued by the State in response to the COVID-19 pandemic.

Brand Experience

Q1. Which of the following words best describe the Borough? Select all that apply.



Respondents generally selected positive words when asked to describe the Borough. The three least selected responses were the three negative responses which were selected only 18% of the time (Ineffective 9%, Poor Quality 4%, Unreliable 5%).

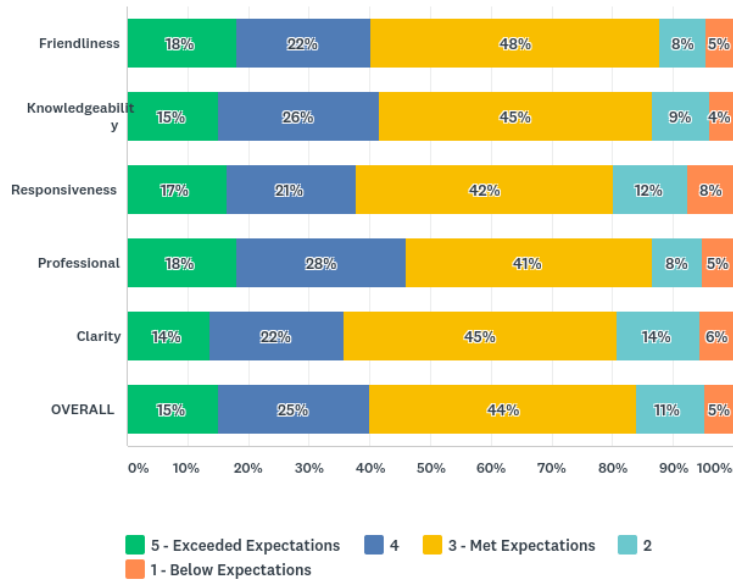
The comments related to this question indicated some confusion related to the structure of the Borough and a lack of a unified brand. Many comments that indicated confusion when asked to describe their opinions about the Borough as a whole and/or a desire to break their comments into the administration, the assembly and the various service areas.

Examples: *“courteous candid informative helpful but the org. structure is bulky and confusing” “complex” “what about the Borough is [this question] referring to? Crime, education, recreation?”*

The comments also indicated a feeling of bias towards the central peninsula. This is a theme we also heard in our interviews.

Example: *“Biased in favor of central peninsula”*

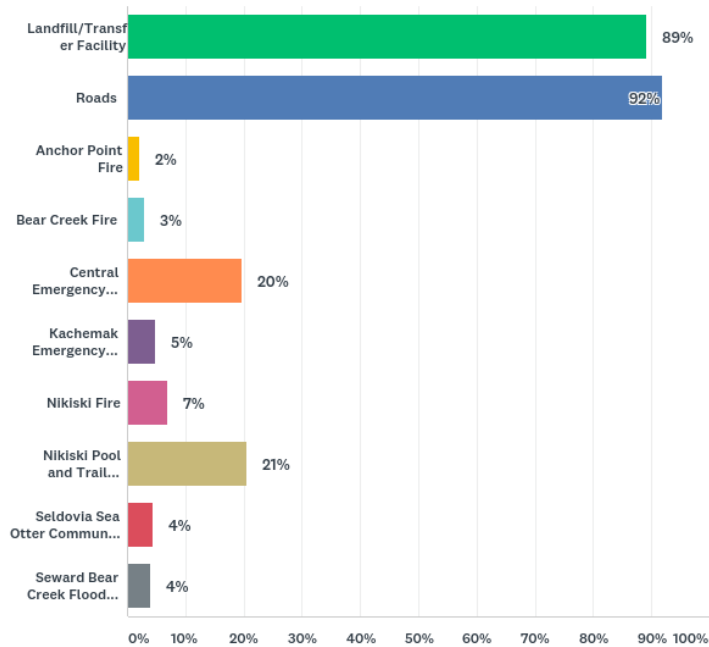
Q2. Please rate your last experience with the Borough with regard to: friendliness, knowledgeability, professionalism, clarity and overall.



The vast majority of individuals selected “Met Expectations” for all of the areas above (ranging from 40% to 47%).

- Friendliness: 88% met or exceeded expectations (indicated 3-5 on the scale which corresponds to met or exceeded expectations)
- Knowledgeability: 86% met or exceeded expectations
- Responsiveness: 80% met or exceeded expectations
- Professionalism: 86% met or exceeded expectations
- Clarity: 81% met or exceeded expectations
- Overall: 84% met or exceeded expectations

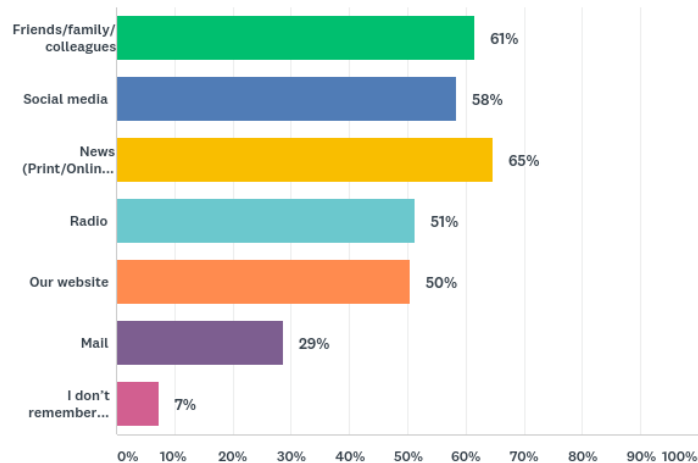
Q3. Which of the following services have you used in the past year: landfill/transfer facilities, roads, Anchor Point fire, Bear Creek fire, CES, Kachemak emergency services, Nikiski fire, Nikiski pool & trails, Seldovia Sea Otter Community Center, Seward Bear Creek flood area.



This question was included because it may allow us to see trends within respondents who use specific services and also served to as a way to initiate conversations about the Borough services while conducting the surveys in person at the Native Youth Olympics, Peninsula Arctic Winter Games and a Seward Chamber of Commerce meeting. During these conversations we talked with some individuals who were unaware of the scope of services that the Borough provided, however this was not a majority of survey respondents.

Communication Efficacy

Q4. Where have you seen or heard about the Borough? Friends/family/colleagues, Social media, News (print/online/tv), Radio, Borough website, Mail, Don't remember hearing about the Borough.

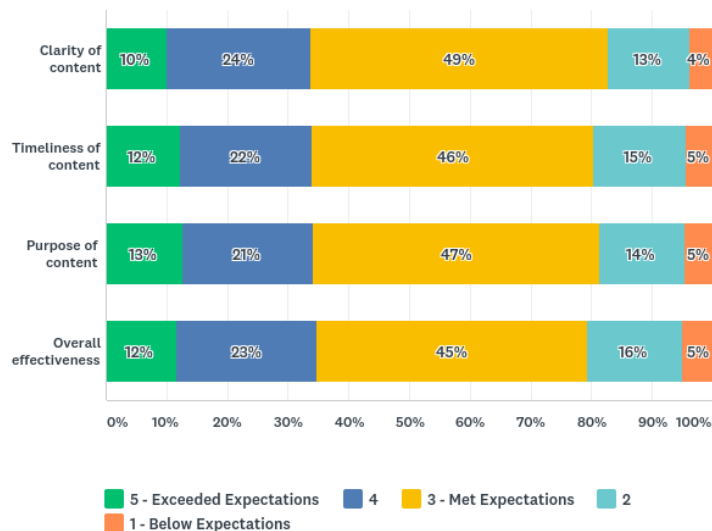


The top three places where respondents had heard about the Borough were: News (69%), Friends/Family Colleagues (61%) and Social Media (58%).

More than half of respondents identified Radio (51%) and the Borough Website (50%) as a place they had heard about the Borough.

In the comments a number of people specifically identified: Borough employees/interactions (19%), Meetings (13%) and Schools (10%). It is likely more respondents would have selected these if they had been options on the survey.

Q5. Please rate the communications you have received from the Borough with regard to: clarity, timeliness, purpose, and overall effectiveness.



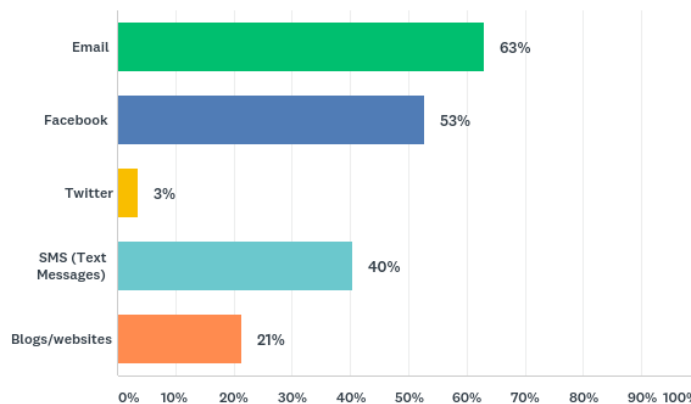
Much like question 2 the vast majority of respondents (between 45 and 49%) said that communications “Met Expectations” for all of the areas above.

It is also important to note that communications met or exceeded expectations for the vast majority of respondents in all of the areas we asked about.

- Clarity: 83% met or exceeded expectations
- Timeliness: 78% met or exceeded expectations
- Purpose: 81% met or exceeded expectations
- Overall effectiveness: 80% met or exceeded expectations

Communications Preferences

Q6. What is your preferred way to receive and share news?



Email (63%), Facebook (53%) and Text (40%) were the top three preferred sources of information. It is important to note that radio (19 times, 4%), mail (19 times, 4%) and news (18 times, 4%) came up frequently in the comments as preferred sources of information. The percentage of total respondents identifying these comments was only 4%, but it is likely that percentage would have been higher had they been an option in the survey question.

We also saw several comments that SMS is effective but that respondents would only want texts for emergencies and road closures.

Demographics

Q7. Age (number of respondents below)

- 18-24: 3, >1%
- 25-34: 37, 9%
- 35-44: 76, 18%
- 45-54: 77, 18%
- 55-64: 108, 26%
- 65+: 104, 25%
- No response/Prefer not to answer: 8, 2%

The age demographics of the respondents heavily skews towards the older age groups compared to the census data for the borough. In specific, 45-64 represented 44% of our respondents as opposed to 26% of the population (census) and 65+ represented 25% of survey respondents as opposed to 7% of the population. This bias is important to note as it likely had an impact particularly on Q4 and Q6 which deal with communications tools and preferences.

Q8. Community

There were several census areas that did not have respondents. It is likely that residents in these areas identified the larger city they live near rather than their small census areas.

Anchor Point	3.12%	13
Bear Creek	1.20%	5
Beluga	0.00%	0
Clam Gulch	0.00%	0
Cohoe	0.48%	2
Cooper Landing	3.12%	13
Crown Point	0.00%	0
Diamond Ridge	1.68%	7
Fox River	0.48%	2
Fritz Creek	5.28%	22
Funny River	1.20%	5
Halibut Cove	0.00%	0
Happy Valley	0.00%	0
Homer City	10.31%	43
Hope	0.48%	2
Kachemak City	1.44%	6
Kalifornsky	6.71%	28
Kasilof	5.52%	23
Kenai City	13.91%	58
Lowell Point	0.48%	2
Miller Landing	0.00%	0
Moose Pass	0.24%	1
Nanwalek	0.00%	0
Nikiski	7.43%	31
Nikolaevsk	0.48%	2
Ninilchik	1.92%	8
North Kenai	0.48%	2
Port Graham	0.72%	3
Primrose	0.00%	0
Ridgeway	0.48%	2
Salamatof	0.00%	0
Seldovia	1.92%	8
Seward City	2.88%	12
Soldotna City	14.63%	61
Sterling	9.11%	38
Sunrise	0.00%	0
Tyonek	1.44%	6
Rural Outlying	2.88%	12
	Answered	417

SUMMARY OF INTERVIEWS

We conducted 15 interviews with Borough Assembly members and the heads of service areas.

The interviews covered three areas:

1. How residents perceived the Borough
2. Internal communication
3. External communication (focus)

Branding

Promotion:

“The Borough needs to do a better job of ‘bragging’. Not always just posting about meetings, talk about all the good things we are doing.”

“Army Corp. partnership was possible because of Borough. The challenge is that people don’t see this connection, they just see it as an Army Corp. effort instead of seeing the Borough’s huge role.”

Clear source of information:

“Information should come from one source and run the gamut of topics.”

“Do we have a PR person that is designated for this task? School district has that role (Peggy).”

“I hear more about the City of Homer than I do about the Borough. The City has a regular update that goes out to the community via the radio.”

Internal Communication

Lack of clarity can cause confusion:

“We need guidance on the long-term strategy, clear and defined, sometimes it’s hard to know what the Borough wants to do. Does the Borough have an agenda for a specific issue? A 10-year plan. Sometimes the Borough’s plan doesn’t fit with what is really going on over here. We need guidance on the long-term strategy, clear and defined.”

Borough staff are appreciated:

“When people engage with the Borough employees, they have positive feedback.”

External Communication

Improving public perception:

“Communication through the entire thread of what the Borough does. Must tell a story – voters supported a bond package that did this or that specific thing. There is a disconnect for people about these kinds of stories.”

“A lighthearted way to understand everything that public employees do could help spread trust.”

When residents demonstrate frustration with the Borough, it is usually because of a lack of understanding:

“People don’t know we are a Borough entity. A few years ago there was an effort to make consistent use of Borough branding at the administrative level. The Borough brand (logo) was used on emails, faxes, etc. I don’t know if they dropped this, but it never made it to the service areas.”

Public involvement:

“I would be very interested in a public forum to allow people to gather and share ideas.”

“We could have a place for people to pre-record testimony at public libraries. People don’t always understand the meeting process. Finding ways to help people participate.”

“It is difficult for people to participate in Borough activities because of our geography. A drive to Soldotna can be as long as a drive to Anchorage for some people.”

Soldotna-Focus:

“The farther you are out of Soldotna, the less the Borough cares.”

“Mind-set is that ‘the Borough’ is Soldotna, Kenai, Sterling. We are kind of an afterthought.”

“Would like to see Seward town halls with the mayor. Seward residents don’t get the same face time as Soldotna residents. We only have assembly members here once a year.”

Key partnerships with the Borough help build a good rapport:

“The City Manager has built a solid working relationship with Borough employees.”

MEDIA RELATIONS POLICY

Kenai Peninsula Borough Policy: Media Relations

Purpose: This policy establishes guidelines for all employees to provide consistent, accurate and timely information in a coordinated manner while keeping Borough officials informed of developing topics. For the purpose of this policy, “media resources” is defined as any form of media, i.e. newspaper, radio, television or internet applications that may be used to convey accurate information to the general public. The Borough is committed to its residents and visitors, ensuring that the exchange of mutual communication is a priority practice in daily interactions and through the use of media resources.

Scope: This policy applies to all employees who are responsible for conducting day-to-day, public information functions. For cohesiveness, the term “department” includes department or service area. The term “director” includes department or service area.

Official Spokespersons: The Borough’s official spokespersons are the Mayor, Chief of Staff, Lead Public Information Officer (PIO), Directors, Fire Chiefs or assigned designees. Official spokespersons will represent the Borough in news releases, news conferences, public meetings, special events and media interviews as appropriate. In all cases, an official spokesperson shall approve all information that is distributed to media resources.

Department Spokesperson: Directors may designate an employee(s) to serve as a “spokesperson” to handle day-to-day inquiries or news releases as necessary. The designated spokesperson(s) are encouraged to respond directly to media inquiries in a timely manner. The following should be practiced to ensure effective communication while keeping Borough officials informed:

- Each director shall make his/her staff aware of the identity and role of the department spokesperson;
- All responses should be limited to the department’s responsibilities and expertise. Staff may not speculate or speak on behalf of another department or other agency regarding subject matter that is not directly relevant. Staff should direct media inquiries to the spokesperson;
- The spokesperson should promptly notify his/her director, describing the media resource and subject discussed. All responses should be documented as determined by the director;
- The director is responsible for informing the mayor if media inquiries are significant, controversial or have potential to generate ongoing, public interest.

Some examples of day-to-day media relations may include but are not limited to distributing information to any media resource, conducting special events or public displays, scheduling trainings that may be visible to the general public, and providing education or prevention information.

Personal Opinions: Employees may not use the Borough’s official logos, stationery, websites or social media accounts to express personal opinions or speculation. Such actions may conflict with Borough policies, Code of Ordinances, state or federal laws. NOTE: all documents, including any form of electronic record or distribution, used to publish public information are public records and may be subject to disclosure.

Records Requests: Employees must direct all public records requests to the Clerk’s office to ensure compliance with the Borough Code of Ordinances Chapter 2.54 “Access to Public Records,” which cites reasonable and prompt public access to non-exempted or non-confidential public records except those records specifically exempted under Section 2.54.040.

Annual Training Options: Spokesperson or PIO training will be provided regularly. The Borough's Lead PIO will coordinate with instructors and distribute the training schedule.

* * *

Emergency Response: During an areawide response, the Emergency Management Director may activate the Incident Management Team (IMT-III). At such times, all media inquiries or release of public information from any department or service area will be done through the IMT-III Lead Public Information Officer in a coordinated manner under the incident command structure.

The Lead PIO and PIO staff will adhere to the PIO responsibilities and duties as defined in the KPB Emergency Operations Plan, Section 5: "Incident Management Team" and Section 7: "Incident Communication" as well as in the KPB Emergency Operations Center Guide, Section 3: "Command Section - Information Officer." These documents may be found at <http://www.kpb.us/emergency-mgmt>.

Any employee that wishes to serve on the IMT-III PIO team must have the minimum qualification as listed on page 5, "Media Relations: Public Information Officer - Qualified Training Courses."

For Fire/EMS service areas, the fire chief may activate a department PIO during a service area response. The appointed PIO will adhere to the incident command system and the "Media Relations: Fire & EMS Public Information Officer Protocol" (pg 3-4).

Media Relations: KPB Fire & EMS Public Information Officer Protocol

Purpose: To keep the public informed in a coordinated manner while keeping Borough officials informed of an escalating response. This policy defines the manner in which a Fire/EMS PIO will interact with media resources during emergency response. For the purpose of this policy, “media resources” is defined as any form of media, i.e. newspaper, radio, television or internet applications that may be used to convey accurate information to the general public.

Protocol: The Public Information Office (PIO) will be requested under the incident command system. To prevent the release of incomplete, conflicting or restricted information, the PIO will function as cited in the KPB Emergency Operations Plan, Section 7: "Incident Communication" as well as in the KPB Emergency Operations Center Guide, Section 3: "Command Section - Information Officer." Any employee acting in the PIO role during emergency response shall have the *minimum* training qualifications (pg 5).

The Fire Chief or on-scene Incident Commander (IC) shall serve as the PIO only when such duties will not interfere with the safe operations of the incident. It will be the responsibility of the Fire Chief to contact the Mayor, Chief of Staff or Emergency Management Director of any escalating incident that requires notification.

For major or non-routine incidents that may bring close media scrutiny, the IC will determine the need for an assigned PIO and designate a qualified staff member. The PIO will handle the dissemination of information in coordination with the Fire Chief or IC to ensure that on-scene media and after-action responses are effectively addressed. NOTE: The IC should identify an appropriate spokesperson without sacrificing the staff from his/her duties. Examples of major or non-routine incidents include two-alarm or greater fires, technical rescues, hazardous material response, fatalities or serious injuries.

All personnel should be notified that incident-related information will be released through the PIO.

Occasionally, personnel may be approached by the media. Personnel should limit responses to his/her expertise and direct media inquiries to the PIO for additional interaction. Personnel should notify the PIO if they have been interviewed or approached by a news reporter. NOTE: No member of the Fire/EMS SA shall jeopardize tactical operations in order to accommodate a news reporter!

(It is recommended that media relations training be provided to all personnel as directed by the Fire Chief. Contact the Borough's Lead PIO for the "Basic PIO" training calendar.)

Multi-Agency Operations: When an incident involves multiple-agency response, the agency having primary jurisdiction will be responsible for the coordination and release of all public information. This includes:

- All inquiries shall be referred to the lead agency, i.e. Alaska State Troopers, Alaska Department of Transportation & Public Facilities, Alaska Division of Forestry, non-government agencies, etc.;
- For all area-wide incidents involving the IMT-III team, the Lead PIO will coordinate with other agencies' PIOs on the release of information;
- The service area will only release information specifically related to its operations.

Media on the Scene: The IC or the designated PIO will be responsible for coordinating activities of the news reporters at incidents.

- News reporters will be free to work outside the perimeter of an incident provided there is no personal risk.

- When practical, the IC shall establish a media Staging Area, and PIO will direct news reporters to this location to ensure their safety.
- Reporters shall only enter an incident area when accompanied by the PIO or assigned designee and possesses acceptable personal protective equipment (PPE) for the incident, ie: hard hat, wildland PPE, etc.
- News reporters may conduct interviews with victims provided that the questioning does not interfere with the victim's need for medical attention, investigative personnel have completed their interviews and that the victim consents to the interview.
- Tours within an incident area may be conducted after the following conditions have been met:
 - a. The IC has authorized the tour;
 - b. Fire line tape, police officer or other security measures have been deployed to secure the established perimeter;
 - c. Ensure that no one is in an area that will interfere with operations or the investigation;
 - d. News reporters are supervised while in the area;
 - e. Regarding private property, the property owner agrees to a tour only after SA operations have been completed.

Post-Response: The designated PIO will resume regular duties when the Fire Chief or IC releases the staff from incident.

Non-Emergency Public Information: Reference KPB Media Relations Policy (pg 1-2).

Media Relations: Public Information Officer - Qualified Training Courses

1. Minimum course qualifications for Media Liaison tasks and basic media interaction:

FEMA G290 Basic Public Information Officer Training

or

NWCG S203 National Wildfire Coordinating Group: Introduction to Incident Information

2. Minimum course qualifications for Service Area PIOs responding under the incident command system.

The courses as listed above, including the following:

FEMA IS-100a Introduction to the Incident Command System

FEMA IS-100a ICS for Single Resources and Initial Actions Incidents

FEMA IS-700a National Incident Management System (NIMS)

FEMA IS-800b National Response Framework

and

FEMA E388 Advanced Public Information Officer

or

National Wildfire Coordinating Group Position Specific Task Book Satisfactory performance as PIOF

3. Minimum course qualifications for PIO Section Lead, which supports the Borough Mayor or Emergency Management Director directives. The courses as listed above, including the following:

FEMA IS-300 Intermediate ICS for Expanding Incidents

FEMA IS-400 Advanced Incident Command System

and

FEMA L952 NIMS ICS All-Hazards Public Information Officer

or

NWCG S403 National Wildfire Coordinating Group: Information Officer

or

National Wildfire Coordinating Group Position Specific Task Book Satisfactory performance as PIO2

NOTE: A Borough employee with an accredited AA or BA degree in Communications, Marketing, Media Relations or Public Affairs equivalent is certainly an asset to the Borough; however, the Public Information Officers assigned to emergency response requires the above-listed qualifications to effectively adhere to protocols that meet the qualifications of a PIO as required in NIMS or NWCG.

COMMUNICATIONS TOOLS AND TEMPLATES

Communications Checklist	
	<p>PURPOSE Is the goal of your message clear? Be clear about the intent of your communication</p>
	<p>FEEL Are you clearly communicating the necessity and reasons?</p>
	<p>ACTION What do you want people to do as a result of your communications?</p>
	<p>WHO Define the target group. Who is, and who is not a part of that group?</p>
	<p>MOTIVATION Per target group: What are the barriers or motivators (pre-disposition) towards the desired action? Messaging should address these barriers or motivators.</p>
	<p>SENDER Per target group: Which spokespeople are the best messengers?</p>
	<p>CHANNEL Per target group: Which communication channel will be most effective?</p>
	<p>FREQUENCY Per target group: How urgent is issue? Do not over or under communicate.</p>
	<p>FEEDBACK Is a response desirable? If so, make sure you have prepared for this.</p>
	<p>MEASURE SUCCESS What went right? What went wrong?</p>

Communication Scheduling Matrix

Stakeholders	Frequency				Communication Type				Complete
	Weekly	Monthly	Yearly	Once	Email	In-Person	Facebook	Print	
Example Group	X	X	X		X	X		X	date

Communication Tools Matrix

Tool	Description	Cost	Effort	Impact	KPB Entity
Website Update		Low	Low	Low	IT/PR
Stakeholder Email		Low	Moderate	Moderate	IT/PR
Press Release		Low	Moderate	Varies	PR
KPB Alerts		Moderate	Moderate	High	PIO
Facebook Posts		Low	Low	Moderate	PR/PIO
Direct mail letter		High	Moderate	High	PR
Direct mail postcard		Moderate	Moderate	High	PR
Posters		Moderate	Moderate	Moderate	PR
Focus Groups		Low	Moderate	Moderate	PR
Interviews		Low	Moderate	Moderate	n/a
Open House		Moderate	High	High	PR
Town hall		Moderate	High	High	PR
Virtual Town Hall		Low	High	High	IT/PR



Finance Committee

December 1, 2020

2:00 PM

The meeting will be held through
Zoom Meeting ID: 128 871 931
From the Borough Administration Building

Tyson Cox, Chair

Kenn Carpenter, Vice Chair

Richard Derkevorkian

AGENDA

PUBLIC HEARINGS ON ORDINANCES

1. 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) 12
2. Ordinance 2020-19-08: Appropriating Refinanced 2013 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) 16
3. Ordinance 2020-19-09: Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) 20
4. Ordinance 2020-19-12: Transferring Remaining Plant Replacement Expansion Funds from the South Peninsula Hospital Service Area Special Revenue Fund to the South Peninsula Hospital Capital Project Fund (Mayor)..... 24
5. Ordinance 2020-19-13: Appropriating Funds from the Seldovia Recreational Service Area Fund Balance for the Cost of a Small Onsite Storage Building (Dunne) 27
6. Ordinance 2020-19-14: Re-Appropriating North Peninsula Recreation Service Area Capital Project Funds of \$610,512.97 from Previously Appropriated Projects to the Nikiski Pool Roof Replacement Fund (Mayor) 31
7. Ordinance 2020-46: Amending KPB 5.12.150(D) "Home Port" Definition and Defining "Boatyard" for Personal Property Tax Purposes (Mayor) 35

NEW BUSINESS

1. Resolutions

- *e. Resolution 2020-083: Amending the Spending Plan for Cares Act Coronavirus Relief Funds Received from the State Of Alaska, to Supplement Audio Video Capabilities to Allow Remote Meetings at the Donald E. Gilman Kenai River Center, Kenai Peninsula Borough School District Telephony Project, Student Home-To-School Transportation Costs and Funding to Support Presumed COVID-19 Education-Related Expenditures (Mayor) 166

2. Ordinances for Introduction

- *a. Ordinance 2020-49: Approving the Transfer of Assets from Niniichik Emergency Services, Inc. to the Borough on Behalf of the Newly Expanded Fire & Emergency Medical Service Area (Hearing on 01/05/21) 176

*Consent Agenda Items



Lands Committee

December 1, 2020

2:45 PM

The meeting will be held through
Zoom Meeting ID: 128 871 931
From the Borough Administration Building

Richard Derkevorkian, Chair

Brent Johnson, Vice Chair

Bill Elam

AGENDA

PUBLIC HEARINGS ON ORDINANCES

- 8. Ordinance 2020-47: Authorizing an Amendment to the Tsalteshi Trails Association Lease to Provide a Ten-Year Extension of the Term (Mayor) 38
- 9. Ordinance 2020-48: Authorizing a Communications Site Lease Agreement at Nikiski Station 3 with SPITwSPOTS, Inc. (Mayor) 71

*Consent Agenda Items



Policies and Procedures Committee

December 1, 2020

3:00 PM

The meeting will be held through
Zoom Meeting ID: 128 871 931
From the Borough Administration Building

Willy Dunne, Vice Chair

Kenn Carpenter

AGENDA

ITEMS NOT APPEARING ON THE REGULAR AGENDA

1. Assembly Discussion – Assembly Chambers Reopening Plan and Protocols (30 Minutes)
2. Resilience and Security Advisory Commission Update, Willy Dunne, Assembly Liaison (10 Minutes)

UNFINISHED BUSINESS

1. Postponed Item
 - a. Ordinance 2020-45: 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) 100

NEW BUSINESS

1. Resolutions
 - *a. Resolution 2020-079: Confirming Appointments to Non-Borough Boards (Hibbert) 154
3. Other
 - *a. Confirming Appointments to the Western Emergency Service Area Board (Mayor) 183

<u>Appointment</u>	<u>Seat</u>	<u>Term Expires</u>
Cherie Richter	(A) Anchor Point	October, 2023
Dawson Slaughter	(B) Anchor Point	October, 2022

Kathryn Lopeman (C) Ninilchik October, 2023

Katherine Covey (D) Ninilchik October, 2022

James Lee Kenshalo (E) At-Large October, 2021

*b. Confirming Appointments to Advisory Planning Commissions (Mayor) 195

Hope/Sunrise Advisory Planning Commission

Jessie Maguire Seat F Term Expires September 30, 2023

Kachemak Bay Advisory Planning Commission

Bruce Robinson Seat B Term Expires September 30, 2022

*c. Confirming Appointments to the Board of Equalization (Mayor) 200

Barbara Belluomini Seat D Term Expires December 31, 2023

Wenda J. Kennedy Alternate Seat B Term Expires December 31, 2023

Brett DeMeter Alternate Seat C Term Expires December 31, 2023

MAYOR'S REPORT..... 213

1. Assembly Requests/Responses – None.

2. Agreements and Contracts

a. Sole Source: Theater Rigging Inspection/Training with Stagecraft Industries, Inc., Portland, Oregon 214

b. Sole Source: Repairs to the SANY 215 Excavator, Solid Waste Department to Totem Equipment Supply, Anchorage, Alaska 217

c. Authorization to Award a Contract for the Nanwalek Teacherage Demolition and Disposal to East Road Services, Inc..... 218

3. Other

- a. Revenue – Expenditure Report, October, 2020 220
- b. Budget Revisions, October, 2020..... 223
- c. Joint Letter to Acting Attorney Regarding Second Class
Borough Limitations 226
- d. Status Report on Soldotna Prep Building..... 229
- e. 20CAR Summary Reports as of 11/19/20..... 231

*Consent Agenda Items



Legislative Committee

December 1, 2020

4:30 PM

The meeting will be held through
Zoom Meeting ID: 128 871 931
From the Borough Administration Building

Brent Johnson, Chair

Jesse Bjorkman, Vice Chair

Willy Dunne

AGENDA

NEW BUSINESS

1. Resolutions

- *b. Resolution 2020-080: Requesting the Alaska Department of Transportation and Public Facilities to Initiate Safety and Speed Limit Studies on Ohlson Mountain Road Near Homer (Dunne) 156
- *c. Resolution 2020-081: Asking the North Pacific Fishery Management Council not to Adopt the Alternative 4, which would Prohibit Commercial Fishing in the Cook Inlet Exclusive Economic Zone (Johnson) 159
- *d. Resolution 2020-082: Supporting the Transportation Priorities to be Considered for Grant Funding to be Submitted to the State of Alaska Department of Transportation and Public Facilities (Mayor) 162

*Consent Agenda Items



Kenai Peninsula Borough

144 North Binkley Street
Soldotna, AK 99669

Meeting Minutes - Draft

Assembly

Jesse Bjorkman
Kenn Carpenter
Lane Chesley
Tyson Cox
Richard Derkevorkian
Willy Dunne
Bill Elam
Brent Hibbert
Brent Johnson

Tuesday, November 10, 2020

6:00 PM

The meeting will be held through Zoom - Meeting ID:
128 871 931, from the Borough Administration
Building

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

[Clerk's Note: The invocation was given by George Holly.]

ROLL CALL

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

COMMITTEE REPORTS

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

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

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

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

APPROVAL OF AGENDA AND CONSENT AGENDA

Dunne 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-2874](#) October 13, 2020 Regular Assembly Meeting Minutes
approved.

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

[2019-19-44](#) An Ordinance Accepting and Appropriating Grant Funds for Nikiski Fire Service Area and Central Emergency Service Area for the Self-Contained Breathing Apparatus Equipment Provided by the City of Kenai Through the Assistance to Firefighters Grant Program (Mayor)

This Budget Ordinance was enacted.

[2020-19-10](#) An Ordinance Appropriating Funds from the General Fund for Flood Response Under the Declared Local Disaster Emergency within the Kenai Peninsula Borough (Mayor)

[Clerk's Note: Section 1 was amended to read, "That the sum of [250,000] \$200,000 is hereby appropriated from the general fund balance and transferred to account number 260.11251.21FL1.49999 for response and assessment by the borough through the declared disaster emergencies within the Kenai Peninsula Borough."]

This Budget Ordinance was enacted as amended.

[2020-19-11](#) An Ordinance Accepting and Appropriating \$221,493 from the State of Alaska Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management for Areawide Siren Upgrades, Incident Management Functional Exercise and Air Compressor Unit (Mayor)

This Budget Ordinance was enacted.

[2020-42](#) An Ordinance of Assessment Confirming the Assessment Roll for the South Kalifornsky Beach Road Utility Special Assessment District and Establishing the Method for Terminating Assessments and Making Refunds to Property Owners (Mayor)

This Ordinance was enacted.

[2020-44](#) An Ordinance Authorizing the Lease of Approximately 2,500 Square

Feet of Borough Owned Land to Atlas Tower 1 LLC for the Construction and Maintenance of a Communication Tower Site (Mayor)

[Clerk's Note: The final Whereas clause was amended to read, "the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of October 12, 2020, recommended approval by unanimous consent;"]

This Ordinance was enacted as amended.

New Business

[2020-077](#) A Resolution Approving an Automatic Aid Agreement and Operational Plan Between the Kenai Peninsula Borough on Behalf of Central Emergency Service Area, Nikiski Fire Service Area and the City of Kenai on Behalf of the Kenai Fire Department (Mayor)

[Clerk's Note: The final Whereas clause was amended to read, "at its meeting held on November 4, 2020, the Kenai City Council recommended approval by unanimously passing Kenai Resolution 2020-83;"]

This Resolution was adopted as amended.

[2020-19-12](#) An Ordinance Transferring Remaining Plant Replacement Expansion Funds from the South Peninsula Hospital Service Area Special Revenue Fund to the South Peninsula Hospital Capital Project Fund (Mayor)

This Budget Ordinance was introduced and set for public hearing.

[2020-19-13](#) An Ordinance Appropriating Funds from the Seldovia Recreational Service Area Fund Balance for the Cost of a Small Onsite Storage Building (Dunne)

This Budget Ordinance was introduced and set for public hearing.

[2020-19-14](#) An Ordinance Re-Appropriating North Peninsula Recreation Service Area Capital Project Funds of \$610,512.97 from Previously Appropriated Projects to the Nikiski Pool Roof Replacement Fund (Mayor)

This Budget Ordinance was introduced and set for public hearing.

[2020-46](#) An Ordinance Amending KPB 5.12.150(D) "Home Port" Definition and Defining "Boatyard" for Personal Property Tax Purposes (Mayor)

This Ordinance was introduced and set for public hearing.

[2020-47](#) An Ordinance Authorizing an Amendment to the Tsalteshi Trails Association Lease to Provide a Ten-Year Extension of the Term (Mayor)

This Ordinance was introduced and set for public hearing.

[2020-48](#) An Ordinance Authorizing a Communications Site Lease Agreement at Nikiski Fire Station 3 with SPITwSPOTS, Inc. (Mayor) (Hearing on 12/1/20)

This Ordinance was introduced and set for public hearing.

[KPB-2877](#) Approval of the 2021 Assembly Meeting Schedule (Hibbert)
approved.

[KPB-2858](#) Confirming the Re-Appointments to the Road Service Area Board (Mayor)

Michele Hartline, North Region, Term Expires September 30, 2023

Robert Ruffner, West Region, Term Expires September 30, 2023

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

ASSEMBLY REORGANIZATION

1. Election of President and Vice President

[Clerk's Note: Brent Hibbert was nominated and declared Assembly President.

Brent Johnson was nominated and declared Assembly Vice President.]

COMMENDING RESOLUTIONS AND PROCLAMATIONS

PRESENTATIONS WITH PRIOR NOTICE

1. [KPB-2875](#) Kenai Peninsula Borough School District Quarterly Report (10 Minutes)

[Clerk's Note: KPBSD Superintendent, John O'Brien and Assistant Superintendent, Dave Jones gave a quarterly report to the assembly.]

- 2. [KPB-2876](#) *RESCHEDULED to 12/01/20 Meeting* North Road Extension Update, Dil Uhlin (10 Minutes)

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

President Hibbert called for public comment with none being offered.

ITEMS NOT COMPLETED FROM PRIOR AGENDA

PUBLIC HEARINGS ON ORDINANCES

[2020-43](#) An Ordinance Amending KPB 21.44.110, Nonconforming Uses, to Clarify Expansion Related to Agricultural Purposes, that a Nonconforming Use Runs with the Land, and to Extend the Nonconforming Use Application Deadline for C & H Estates (Mayor)

Johnson moved to enact Ordinance 2020-43

President Hibbert called for public comment with none being offered.

Johnson moved to amend Ordinance 2020-43 as follows:

The final Whereas to read, "at its meeting of October 12, 200, the Planning Commission reviewed this Ordinance and recommended approval by unanimous consent;"

The motion to amend Ordinance 2020-43 carried by the following vote:

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

The motion to enact Ordinance 2020-43 as amended carried by the following vote:

Yes: 5 - Cox, Dunne, Hibbert, Johnson, and Chesley

No: 4 - Bjorkman, Carpenter, Derkevorkian, and Elam

[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)

[Clerk’s Note: A Sectional Analysis will be provided by the Legal and Planning Departments, 20 Minutes]

Dunne moved to enact Ordinance 2020-45.

President Hibbert called for public comment.

The following people spoke in opposition to Ordinance 2020-45:

Bob Molloy, Kenai

Kristine Schmidt, Kenai

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

Bjorkman moved to postpone Ordinance 2020-45 to the December 1, 2020 assembly meeting.

The motion to postpone Ordinance 2020-45 to the December 1, 2020 assembly meeting carried by the following vote:

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

UNFINISHED BUSINESS

NEW BUSINESS

1. Resolutions

[2020-076](#)

A Resolution Amending the Spending Plan Approved for CARES Act Coronavirus Relief Funds Received from the State of Alaska, to Fund Supplement Fire and Emergency Service Area Personnel Costs, Hospital Costs for Air Purification Project, and the Technology Communications Tower Site Development Project (Mayor)

Cox moved to adopt Resolution 2020-076.

Assembly Member Elam declared a possible conflict of interest regarding Resolution 2020-076 as he is employed by the Central Peninsula Hospital. President Hibbert ruled a conflict did not exist as the hospital funding does not involve an increase to revenues.

Assembly Member Derkevorkian declared a possible conflict of interest regarding Resolution 2020-076 as his wife is employed by the hospital. President Hibbert ruled a conflict did not exist as the hospital funding does not involve an increase to revenues.

President Hibbert called for public comment with none being offered.

Cox moved to amend Resolution 2020-076 as follows:

The fourth Whereas clause to read, "this amendment to spending plan will transfer [\$77,734.19 FROM CAR13 PROJECT TITLE RETROFITS KPB FACILITIES TO CAR03 PROJECT TITLE REIMBURSE HOSPITAL COSTS] \$100,000 from CAR03 project title Reimburse Hospital Costs to CAR13 project title Retrofits KPB Facilities to supplement the costs to install air purification systems in the Central and South Peninsula Hospitals; and"

Section 1 to read, "That the assembly hereby approves the portion of the Coronavirus Relief Fund Spending Plan - Amended November 10, 2020, transferring \$845,000

from CAR21 to CAR05, transferring \$100,000 [\$77,734.19] from CAR03 to CAR14 and transferring \$600,000 from CAR21 to CAR09, a copy of which is attached here to and incorporated herein by reference."

The motion to amend Resolution 2020-076 carried by the following vote:

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

The motion to adopt Resolution 2020-076 as amended carried by the following vote:

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

[2020-078](#)

A Resolution Supporting Kenai Peninsula Borough Residents to Receive a COVID-19 Vaccine on Prioritized and Optional Basis (Mayor, Bjorkman, Elam)

Bjorkman moved to adopt Resolution

President Hibbert called for public comment.

The following people spoke in opposition to Resolution 2020-078:

Carrie Henson, Kaliforsky

Justin Ruffridge, Soldotna

Chera Wackler, Soldotna

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

Vice President Johnson declared a possible conflict of interest as his nephew's son works for the Soldotna Professional Pharmacy. After consulting with legal, President Hibbert ruled no conflict existed as his nephew's son did not meet the "immediate family member" definition in code.

President Hibbert passed the gavel to Vice President Johnson and spoke in opposition to Resolution 2020-078. Vice President Johnson returned the gavel to President Hibbert.

Bjorkman moved to amend Resolution 2020-078 as follows:

The title to read, "A Resolution [OPPOSING ANY GOVERNMENTAL MANDATE REQUIRING MEMBERS OF THE PUBLIC TO BE INOCULATED WITH A COVID-19 VACCINE] Supporting Kenai Peninsula Borough Residents to Receive a COVID-19 Vaccine on Prioritized and Optional Basis"

Section 1 to read, "The Assembly [OPPOSES THE IMPOSITION OF ANY GOVERNMENTAL MANDATE REQUIRING ANY PERSON TAKE A VACCINE FOR COVID-19 ONCE A VACCINE IS DEVELOPED] supports Kenai Peninsula Borough residents receiving a COVID-19 vaccine on a prioritized and optional basis."

The motion to amend Resolution 2020-078 carried by the following vote:

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

Assembly Member Johnson spoke in support of Resolution 2020-078 as amended.

Assembly Member Cox spoke in opposition to Resolution 2020-078 as amended.

Assembly Member Cox moved to table Resolution 2020-078

The motion to table Resolution 2020-078 failed by the following vote:

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

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

Assembly Members Elam, Dunne and Cox spoke in support of Resolution 2020-078 as amended.

Assembly Member Chesley spoke in opposition to Resolution 2020-078 as amended.

The motion to adopt Resolution 2020-078 as amended carried by the following vote:

Yes: 8 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, and Elam

No: 1 - Chesley

MAYOR'S REPORT

[KPB-2861](#) Mayor's Report Cover Memo

1. Assembly Requests/Responses - None
2. Agreements and Contracts
 - a. [KPB-2862](#) Authorization to Award a Contract for RFP21-004 Kenai Peninsula Borough Assembly Chamber AV Upgrades to Key Code Media, Inc., Kent, WA
 - b. [KPB-2863](#) Authorization to Award a Contract for ITB21-014 FY21 Brushing Vegetation Control, South Region, Units 3, 4 and 5 to Moore & Moore Services, Inc., Homer, Alaska
 - c. [KPB-2864](#) Authorization to Award a Contract for ITB21-007 Bulk Fuel Supply. Bids for each region and fuel type are attached
 - d. [KPB-2865](#) Authorization to Award a Contract for ITB21-011 Snow Removal and/or Sanding of Various Borough Schools and Facilities. Low bidders are attached.

- e. [KPB-2866](#) Sole Source Waiver – Municipal Emergency Services, Inc., to replace BCFS SCBA Cylinders
 - f. [KPB-2867](#) Authorization to Award a Contract for ITB21-006 Sawmill Creek Channel Extraction to Metco Alaska, LLC
3. Other
- a. [KPB-2868](#)

 Budget Revisions – September, 2020
 - c. [KPB-2870](#) Capital Project Reports – September 30, 2020
 - d. [KPB-2871](#) Investment Report Quarter Ended 09/30/20
 - e. [KPB-2872](#) FY21-1Q Economic Development Grant Reports
 - f. [KPB-2873](#) FY21-1Q Senior Center Grant Reports

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

President Hibbert called for public comment with none being offered.

ASSEMBLY COMMENTS

Vice President Johnson congratulated new Assembly Members Elam, Chesley and Derkevorkian. He stated his support of new Assembly President Hibbert. He encouraged everyone to be fire wise this winter and stay safe with the COVID-19 pandemic.

Assembly Member Cox welcomed new Assembly Members Elam, Chesley and Derkevorkian. He congratulated Brent Johnson as Assembly Vice President and Brent Hibbert as Assembly President. He reminded everyone about Veterans Day on November 11, 2020. He thanked Veterans for the freedoms in the United States.

Assembly Member Dunne welcomed new Assembly Members Elam, Chesley and Derkevorkian. He congratulated Brent Johnson as Assembly Vice President and Brent Hibbert as Assembly President. He encouraged people to reach out to Veterans and help them through hard times. He stated the Resilience and Security Commission was having their first meeting on November 12, 2020.

Assembly Member Elam congratulated Brent Johnson as Assembly Vice President and Brent Hibbert as Assembly President. He stated he attended the Newly Elected Officials training through Alaska Municipal League. He thanked the Assembly for their

patience throughout the evening.

Assembly Member Chesley congratulated Brent Johnson as Assembly Vice President and Brent Hibbert as Assembly President. He inquired about the Mayor meeting with the new assembly members.

Assembly Member Derkevorkian he stated he looked forward to meeting and working with everyone on the assembly and having meetings in the new assembly chambers.

Assembly Member Bjorkman thanked his fellow assembly members for a great meeting and was looked forward to in person meetings. He spoke on risk budgets and encouraged everyone to use their risk budgets wisely. He spoke on the success of the Mat-Su Borough School District that kept kids in school. He encouraged people to find solutions to open our borough schools. He thanked the group for a great meeting and wished everyone a good night.

President Hibbert welcomed new Assembly Members Elam, Chesley and Derkevorkian. He stated he looked forward to great discussions and working with everyone on the assembly. He thanked borough employees for their hard work. He thanked contractors for keeping the roads safe. He encouraged everyone to be nice to one another and reach out to people who were struggling. He thanked the Clerks, administration and the assembly for their hard work.

MOTION:

Assembly Member Dunne moved to support Assembly Vice President Johnson's participation on the Alaska Municipal League's Board of Directors. The motion carried by the following vote:

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

PENDING LEGISLATION

1. [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)
2. [2020-19-08](#) An Ordinance Appropriating Refinanced 2013 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)
3. [2020-19-09](#) An Ordinance Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

INFORMATIONAL MATERIALS AND REPORTS

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

December 1, 2020 Regular Assembly Meeting

6:00 PM This meeting will be held through Zoom. Meeting ID 128 871 931 from the Borough Administration Building.

ADJOURNMENT

With no further business to come before the assembly, President Hibbert adjourned the meeting at 9:52 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of November 10, 2020.

Johni Blankenship, MMC, Borough Clerk

Approved by the Assembly: _____

Introduced by:	Mayor
Date:	09/15/20
Hearing:	10/13/20
	Postponed as Amended to 12/01/20
Vote:	9 Yes, 0 No, 0 Absent
Date:	12/01/20
Action:	
Vote:	

**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 \$6,860 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 takes effect immediately upon its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2020.

Assembly President

ATTEST:

Johni 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

Yes:

No:

Absent:

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.

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>

Introduced by: Mayor
Date: 09/15/20
Hearing: 10/13/20
Action:
Vote:

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 of September 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 \$6,860.00 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 takes effect immediately upon its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2020.

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

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.

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>PP</u>	Date: <u>9/2/2020</u>

Introduced by: Mayor
Date: 09/15/20
Hearing: 10/13/20
Action:
Vote:

**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 of September 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 \$6,860 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 takes effect immediately upon its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2020.

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

No:

Absent:

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.

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>

Introduced by: Mayor
Date: 11/10/20
Hearing: 12/01/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-19-12**

**AN ORDINANCE TRANSFERRING REMAINING PLANT REPLACEMENT
EXPANSION FUNDS FROM THE SOUTH PENINSULA HOSPITAL SERVICE AREA
SPECIAL REVENUE FUND TO THE SOUTH PENINSULA HOSPITAL CAPITAL
PROJECT FUND**

WHEREAS, prior to fiscal year 2004, the Plant Replacement and Expansion Funds (“PREF”) for each hospital were maintained in each of the previous Enterprise Funds respectively; and

WHEREAS, in fiscal year 2004, PREF deposits were posted directly to the capital project funds in order to make the appropriation process simpler and more efficient; and

WHEREAS, this ordinance moves the remaining PREF funds from the South Peninsula Hospital Special Revenue Fund to the South Peninsula Hospital Capital Project Fund to be adjoined with the existing PREF funds and to have all PREF funds accounted for in one account;

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

SECTION 1. That funds in the amount of \$324.45 are transferred from the South Peninsula Hospital Special Revenue Fund Plant Replacement and Expansion Fund account 601.20601 and appropriated to the South Peninsula Hospital Capital Project Fund Plant Replacement and Expansion Fund account 491.20601.

SECTION 2. This ordinance takes effect immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY
OF *, 2020.**

Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: October 29, 2020

SUBJECT: Ordinance 2020-19-12, Transferring Remaining Plant Replacement Expansion Funds from the South Peninsula Hospital Service Area Special Revenue Fund to the South Peninsula Hospital Capital Project Fund (Mayor)

Prior to fiscal year 2004, Plant Replacement and Expansion Funds ("PREF") for each hospital were maintained in each of the previous Enterprise Funds respectively. In fiscal year 2004, PREF deposits were posted directly to the capital project funds in order to make the appropriation process simpler and more efficient.

This ordinance moves the remaining PREF funds from the South Peninsula Hospital Special Revenue Fund to the South Peninsula Hospital Capital Project Fund to be adjoined with the existing PREF funds and to have all PREF funds accounted for in one account.

Your consideration of this ordinance is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No. <u>601.20601</u>	Amount: <u>\$324.45</u>
By: <u><i>PP</i></u>	Date: <u>10/28/2020</u>

Introduced by: Dunne
Date: 11/10/20
Hearing: 12/01/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-19-13**

**AN ORDINANCE APPROPRIATING FUNDS FROM THE SELDOVIA
RECREATIONAL SERVICE AREA FUND BALANCE FOR THE COST OF A SMALL
ONSITE STORAGE BUILDING**

WHEREAS, during the COVID-19 situation, the Sea Otter Community Center (“SOCC”) has been closed to the public allowing the facility coordinator the time to review the community needs of the center; and

WHEREAS, for many years, the SOCC coordinators and the Seldovia Recreational Service Area (“SRSA”) Board have discussed the need for extra storage at the center; and

WHEREAS, currently the SRSA has a fund balance of \$115,773, with the closure of the SOCC last spring, and the vacancy of the coordinator position for several months last fiscal year, approximately \$31,000 was lapsed to fund balance making funds available for this purchase; and

WHEREAS, this ordinance is requesting an appropriation of \$4,500 from the SRSA Fund Balance to complete the project; and

WHEREAS, at its meeting on _____, 2020, the Seldovia Recreational Service Area Board recommended _____;

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

SECTION 1. That the sum of \$4,500.00 is appropriated from the Seldovia Recreational Service Area Fund Balance to account 227-61210-48520 to provide for the cost of a small storage building.

SECTION 2. That this ordinance shall take effect immediately upon enactment.

Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Seldovia Recreational Service Area
Sea Otter Community Center

MEMORANDUM

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

THRU: Willy Dunne, Assembly Member *JB*
Marcus Mueller, Land Manager *[Signature]*
John Hedges, Purchasing & Contracting Director *JH*
Brandi Harbaugh, Finance Director *BH*

FROM: Mark Janes, Seldovia Recreational Service Area President
Lisa Stanish, Seldovia Recreational Service Area Facility Coordinator

DATE: October 29, 2020

SUBJECT: Ordinance 2020-19-13, Appropriating Funds from the Seldovia Recreational Service Area Fund Balance for the Cost of a Small Onsite Storage Building (Dunne)

During the COVID-19 situation, the Sea Otter Community Center ("SOCC") has been closed to the public. The facility coordinator has been working in the center using this time as an opportunity to improve the infrastructure to better support the needs of our diverse community for the day we are finally post-COVID-19. Without the need to support daily programming, the facility coordinator has been researching and purchasing larger items which will help SOCC to become a better community center. These were not items that are outside of the budgeted funds from the Seldovia Recreational Service Area ("SRSA") until the shed project came back into discussion with the SRSA Board.

For many years, the SOCC coordinators and the SRSA Board have discussed the need for extra storage at the center. We are now looking to build an 8'x12', exterior shed on borough property adjacent to the SOCC. Several steps have been completed to be compliant with borough contracted projects, through discussions with the SRCA Board, Land Management and the Purchasing and Contracting Department.

Currently the SRSA has a fund balance of \$115,773. With the closure of the SOCC last spring, and the vacancy of the coordinator position for several months last fiscal year, approximately \$31,000 was lapsed to fund balance making funds available for this purchase.

Page -2-
October 29, 2020
RE: O2020-19-

The SRSA Board is requesting the appropriation of \$4,500 from the SRSA Fund Balance to complete the project.

Your consideration of this Ordinance is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>227-27910</u>
Amount:	<u>\$4,500</u>
By: <u>PP</u>	Date: <u>10/28/2020</u>

Mayor
Date: 11/10/20
Hearing: 12/01/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-19-14**

**AN ORDINANCE RE-APPROPRIATING NORTH PENINSULA RECREATION
SERVICE AREA CAPITAL PROJECT FUNDS OF \$610,512.97 FROM PREVIOUSLY
APPROPRIATED PROJECTS TO THE NIKISKI POOL ROOF REPLACEMENT
FUND**

WHEREAS, during the FY2021 annual budget process, the North Peninsula Recreation Service Area (“NPRSA”) Board of Directors had to carefully consider and propose a budget based on the current and projected financial impacts from the COVID-19 pandemic and declining economy and the service area budgeted for roof repairs and design for future replacement, rather than an entire roof replacement of the Nikiski Pool; and

WHEREAS, this approach has allowed the service area time to procure accurate design and construction costs and plan for funding accordingly; and

WHEREAS, this is the top capital project priority for the service area and the total construction cost for the Nikiski Pool roof replacement is estimated to be \$653,134, and currently only \$148,187 remains in the existing roof repair project; and

WHEREAS, due to the severely degraded condition of the existing roof it is in the best interest of the NPRSA and Kenai Peninsula Borough to have the roof replacement completed as soon as possible; and

WHEREAS, this ordinance re-appropriates \$610,512.97 from previously appropriated projects in the NPRSA Capital Project Fund and expands the scope of the existing roof project from repair to replacement; and

WHEREAS, at its meeting on October 26, 2020, the North Peninsula Recreational Service Area Board recommended approval of this ordinance;

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

SECTION 1. That the sum of \$325,685.09 is deobligated from the North Peninsula Recreational Service Area Community Center Remodel capital project and re-appropriated to account 459.61110.21451.49999 for the purpose of replacing the Nikiski Pool roof.

SECTION 2. That the sum of \$75,000 is deobligated from the North Peninsula Recreational Service Area Fitness Equipment capital project and re-appropriated to account 459.61110.21451.49999 for the purpose of replacing the Nikiski Pool roof.

SECTION 3. That the sum of \$60,000 is deobligated from the North Peninsula Recreational Service Area Furnishings and Furniture capital project and re-appropriated to account 459.61110.21451.49999 for the purpose of replacing the Nikiski Pool roof.

SECTION 4. That the sum of \$149,827.88 is deobligated from the North Peninsula Recreational Service Area Community Center Boiler and HVAC project and re-appropriated to account 459.61110.21451.49999 for the purpose of replacing the Nikiski Pool roof.

SECTION 5. 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 6. That this ordinance shall take effect immediately upon enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2020.

Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
North Peninsula Recreation Service Area

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: Brandi Harbaugh, Finance Director *BH*
John Hedges, Purchasing & Contracting Director *JH*
Rachel M. Parra, NPRSA Director *RP*

DATE: October 29, 2020

RE: Ordinance 2020-19- 14, Re-Appropriating North Peninsula Recreation Service Area Capital Project Funds of \$610,512.97 from Previously Appropriated Projects to the Nikiski Pool Roof Replacement Fund (Mayor)

During the FY2021 annual budget process, the North Peninsula Recreation Service Area ("NPRSA") Board of Directors had to carefully consider and propose a budget based on the current and projected financial impacts from the Covid-19 pandemic and declining economy. As such, the NPRSA budgeted for roof repairs and design for future replacement, rather than an entire roof replacement of the Nikiski Pool. This approach has allowed the service area time to procure accurate design and construction costs and plan for funding accordingly.

The NPRSA Board of Directors realizes the high importance of this project, and maintaining existing infrastructure. This is the top capital project priority for the service area. The total construction cost for the Nikiski Pool roof replacement is estimated to be \$653,134, and currently only \$148,187 remains in the existing project. Due to the severely degraded condition of the existing roof it is in the best interest of the NPRSA and the borough to have the roof replacement completed as soon as possible.

This ordinance re-appropriates \$610,512.97 from previously appropriated projects in the NPRSA Capital Project Fund and expands the scope of the existing roof project from repair to replacement. The following projects have been reassessed and are either completed or anticipated to be completed leaving funds available for re-appropriation:

- Community Center Remodel \$325,685.09
- Fitness Equipment \$ 75,000.00
- Furniture & Furnishings \$ 60,000.00
- NCRC Boiler/HVAC \$149,827.88

Your consideration is appreciated.

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>459.61110.19451.49999</u>	Amount: <u>\$325,685.09</u>
Acct. No. <u>459.61110.20452.49999</u>	Amount: <u>\$ 75,000.00</u>
Acct. No. <u>459.61110.20453.49999</u>	Amount: <u>\$ 60,000.00</u>
Acct. No. <u>459.61110.20455.49999</u>	Amount: <u>\$149,827.88</u>
By: <u>PP</u>	Date: <u>10/28/2020</u>

Mayor
Date: 11/10/20
Hearing: 12/01/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-46**

**AN ORDINANCE AMENDING KPB 5.12.150(D) “HOME PORT” DEFINITION AND
DEFINING “BOATYARD” FOR PERSONAL PROPERTY TAX PURPOSES**

WHEREAS, KPB 5.12.150(D) establishes a personal property flat tax on boats, vessels or watercraft that meet the criteria set in code and does not apply to vessels with a home port location outside of the borough “unless the owner resides in the borough”; and

WHEREAS, borough residents owning boats have expressed concerns with the “unless the owner resides in the borough” language found in the definition of home port as it provides for borough tax on fishing vessels that have situs in another taxing jurisdiction; and

WHEREAS, this amendment to the definition of home port is intended to address those concerns as it establishes a rebuttable presumption that the area a vessel is permitted to fish in is a commercial fishing vessel’s normal base of operation for KPB 5.12.150 personal property tax purposes; and

WHEREAS, the amendments will define “boatyard” as an out-of-water location for purposes of KPB 5.12.150; and

WHEREAS, defining the term “boatyard” for personal property tax purposes will eliminate confusion regarding whether or not a boat that is in the water may be deemed to be at a “boatyard licensed to collect sales tax” for purposes of KPB 5.12.150;

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

SECTION 1. That KPB 5.12.150(D) is hereby amend as follows:

5.12.150. Personal property tax—Assessments—Boats—Repair exemption—Appeal.

D. Definitions: For purposes of this section:

1. “Home port” means a vessel's normal base of operation, which is presumed to be the vessel’s permitted fishing area for commercial fishing vessels. [UNLESS THE OWNER RESIDES IN THE

2. "Seasonal storage" means storage in a boatyard licensed to collect sales taxes, at any time between September and June of each year. Vessels remaining in the borough in the remaining months will not be eligible for the seasonal storage exemption.
3. "Repairs/servicing" means a vessel brought into a boatyard licensed to collect sales taxes for the purpose of repairs or servicing at any time between September and June of each year. Vessels remaining in the borough in the remaining months will not be eligible for the repair/servicing exemption.
4. "Boatyard" means an out-of-water location where boats or watercraft are built, repaired, and stored.

SECTION 2. That this ordinance shall become effective January 1, 2021.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2020.

Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: Melanie Aeschliman, Director of Assessing *MA*

DATE: October 29, 2020

RE: Ordinance 2020- 46, Amending KPB 5.12.150(D) "Home Port"
Definition and Defining "Boatyard" for Personal Property Tax Purposes
(Mayor)

KPB 5.12.150(D) establishes a personal property flat tax on boats, vessels or watercraft that meet the criteria set out in borough code. It excludes vessels with a home port in a location outside of the borough and brought into the borough solely for repair, servicing or seasonal storage in a boatyard. Taxpayers have often expressed concern with the definition of "home port" which deems the home port to be located in the borough if "the owner resides in the borough" because it allows for borough taxation of fishing vessels that have situs in another taxing jurisdiction as well as the borough solely due to the fact that the owner is a resident of the borough.

The proposed amendment to the definition of "Home port" will establish a rebuttable presumption that the area where a commercial vessel is permitted to fish is the vessel's normal base of operation for KPB 5.12.150 personal property tax purposes. The new definition for a "boatyard" in this section of code establishes that a boatyard is an out-of-water location for purposes of KPB 5.12.150.

Your consideration of this ordinance is appreciated.

Mayor
Date: 11/10/20
Hearing: 12/01/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020- 47**

**AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE TSALTESHI TRAILS
ASSOCIATION LEASE TO PROVIDE A TEN-YEAR EXTENSION OF THE TERM**

WHEREAS, Tsalteshi Trails Association (TTA) manages the Tsalteshi Trail System located adjacent to the Skyview Middle School pursuant to a lease authorized by KPB Assembly Ordinance 99-19, Ordinance 2005-33, Ordinance 2009-51, and Ordinance 2011-31; and

WHEREAS, the lease expires on December 31, 2020; and

WHEREAS, TTA desires to continue the lease for an additional ten-year period; and

WHEREAS, TTA is in good standing with the terms and conditions of the lease and its development plan; and

WHEREAS, TTA has demonstrated its ability to manage and improve the trail system for the benefit of the public; and

WHEREAS, TTA has the opportunity to apply for and receive additional grant funding that is beneficial to the continuation of the trail system provided that TTA has sufficient interest in the property to protect the grant investments which this lease would provide; and

WHEREAS, the KPB Planning Commission at its regularly scheduled meeting of November 30, 2020, recommended _____;

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

SECTION 1. That the mayor is authorized to amend the lease with the Tsalteshi Trails Association by extending the term for an additional ten years such that the lease would terminate on December 31, 2030.

SECTION 2. That the mayor is authorized to execute any documents necessary to effectuate this ordinance.

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

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS *
DAY OF *, 2020.**

Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:


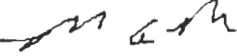
No:

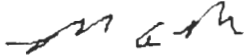
Absent:

Kenai Peninsula Borough
Planning Department – Land Management Division

MEMORANDUM

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

THRU: Charlie Pierce, Mayor 
Marcus A Mueller, Acting Planning Director 

FROM: Marcus A Mueller, Land Management Officer 

DATE: October 29, 2020

RE: Ordinance 2020-47, Authorizing an Amendment to the Tsalteshi Trails Association Lease to Provide a Ten-Year Extension of the Term (Mayor)

The Tsalteshi Trail Association (TTA) Lease has an expiration date of December 31, 2020. The TTA would like to continue its lease and management of the public trail system.

TTA has demonstrated its ability to provide high quality management and desirable improvement to the trail system which provides numerous public benefits as well as important infrastructure for school district athletic programs. TTA has kept the current lease in good standing.

The attached ordinance would authorize the mayor to amend the TTA Lease to provide for a ten-year term extension.

Your consideration is appreciated.

LEASE AMENDMENT

RECITALS:

WHEREAS, Ordinance 99-19 authorized the lease of certain real property owned by the Kenai Peninsula Borough (KPB) to Tsalteshi Trails Association (TTA); and

WHEREAS, the KPB, Lessor, and the TTA, Lessee, entered a lease dated July 31, 2000; and

WHEREAS, the lease was previously amended pursuant to Ordinance 2005-33, Ordinance 2009-51, Ordinance 2011-31; and

WHEREAS, TTA is in good standing with the lease as amended; and

WHEREAS, Ordinance 2020-__ authorized an amendment to extend the term of lease an additional 10-years;

Now, therefore, the Lessor and Lessee agree to amend Section 1 of the Terms and Conditions in the lease as follows:

TERMS AND CONDITIONS:

1. Lease Term. This lease is for a term of ~~TWENTY (20)~~ **THIRTY (30)** years commencing February 1, 2000 and terminating December 31, ~~2020~~ **2030**.

All other terms and conditions remain in full force and effect.

Dated this _____ day of December 2020.

KENAI PENINSULA BOROUGH:

TSALTESHI TRAILS ASSOCIATION, INC.

Charlie Pierce, Mayor

Mark Beeson, President
Tsalteshi Trails Association, Inc.

Jordan Chilson, Secretary
Tsalteshi Trails Association, Inc.

Johni Blankenship, MMC, 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 _____, 2020, 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 ____ day of December, 2020, by Mark Beeson, President, Tsalteshi Trail Association, Inc.

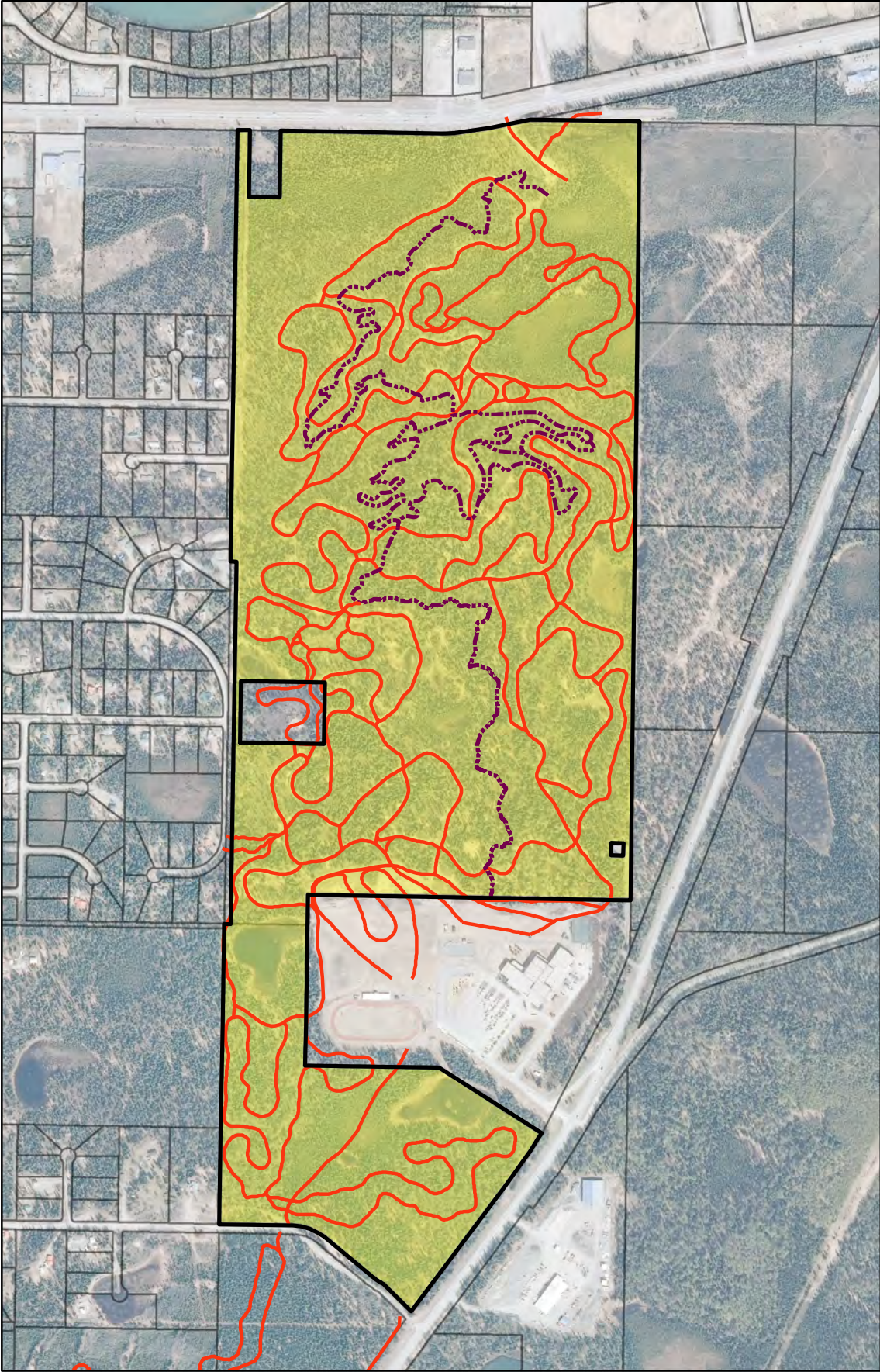
Notary Public in and for Alaska
My commission expires: _____

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

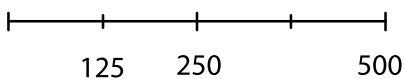
The foregoing instrument was acknowledged before me this ____ day of December, 2020, by Jordan Chilson, Secretary, Tsalteshi Trail Association, Inc.

Notary Public in and for Alaska
My commission expires: _____



Kalifornsky Beach Road

Scale: Meters



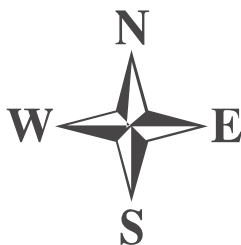
Parking

Legend

Direction to Ski →

Lighted Trails ✨

Bear	2,076 m
✨ Beaver	792 m
✨ Blue Bayou	330 m
Bumblebee	280 m
Coyote	842 m
Crane fly	1,228 m
Dragonfly	840 m
✨ Eagle Perch	439 m
Fox	1,030 m
Gnat	305 m
Goat	1,154 m
Hornet	520 m
Lynx	764 m
✨ Moose	933 m
Mosquito	1,690 m
Owl	1,503 m
Porcupine	1,704 m
✨ Rabbit	1,185 m
✨ Raven	440 m
Sprint Course	1,000 m
Squirrel	1,774 m
Vole	362 m
Wasp	770 m
Weasel	563 m
✨ Wolf	3,333 m
Wolverine	2,975 m
Bypass trails	



Powerline

Lincoln st

Roosevelt st



Parking

Parking

Skyview

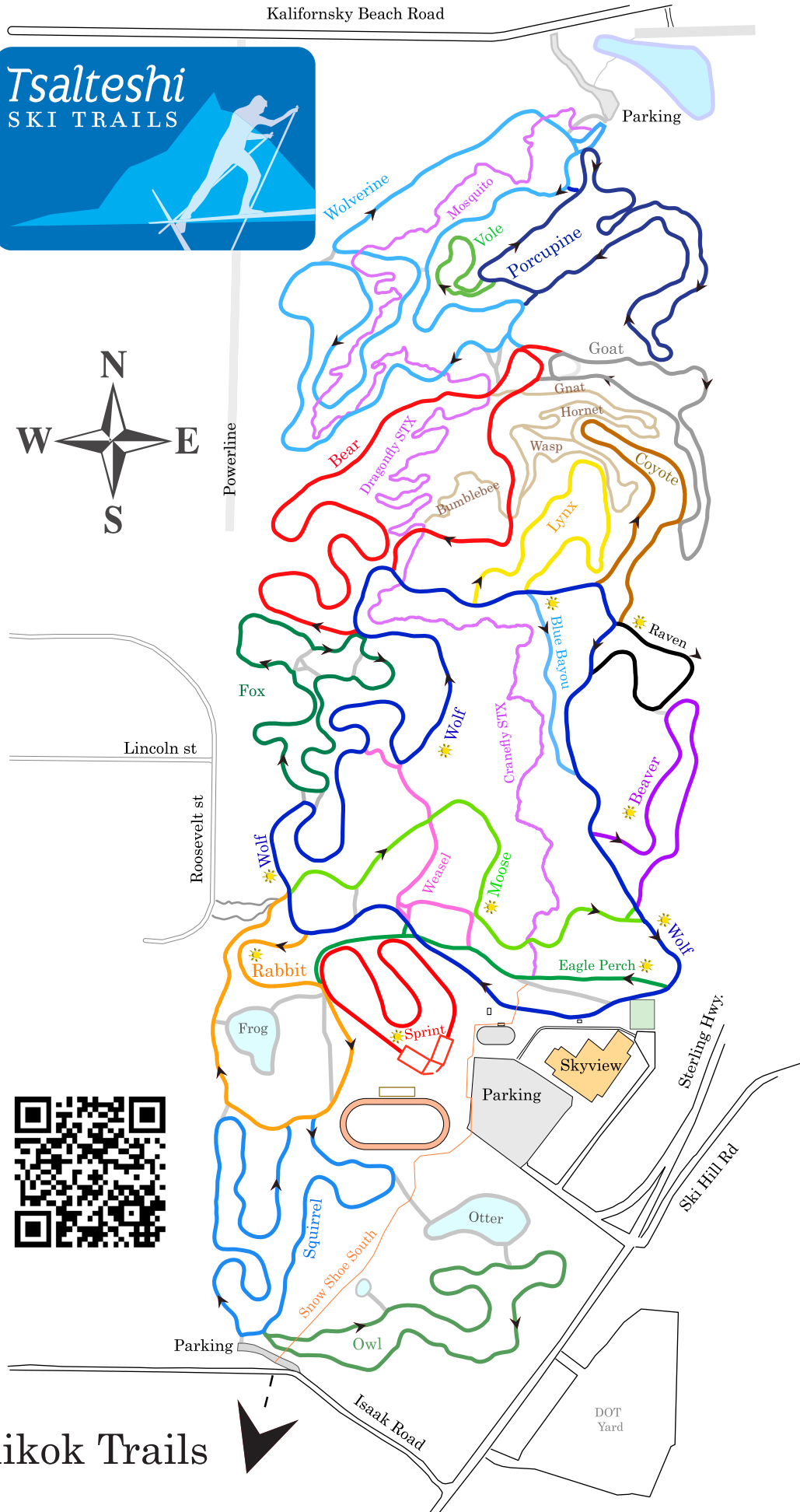
Sterling Hwy.

Ski Hill Rd

Isaak Road

DOT Yard

Slikok Trails



Kalifornsky Beach Road

Parking



Tsalteshi

SKI TRAILS



Legend

Direction to Ski ➤
Lighted Trails ✨

Wolf ✨	—————	3,333 m
Moose ✨	—————	933 m
Rabbit ✨	—————	1,185 m
Raven ✨	—————	440 m
Beaver ✨	—————	792 m
Eagle Perch ✨	—————	439 m
Blue Bayou ✨	—————	330 m
Bear	—————	2,076 m
Wolverine	—————	2,975 m
Goat	—————	1,154 m
Lynx	—————	764 m
Coyote	—————	842 m
Weasel bypass	—————	563 m
Fox	—————	1,050 m
Sprint course	—————	1,000 m
Squirrel	—————	1,772 m
Owl	—————	1,503 m
Frog, Otter and all bypass trails	—————	

Lincoln st

Roosevelt st

Rabbit

Frog

Sprint

Skyview

Parking

Squirrel

Otter

Isaak Road

Parking

Owl

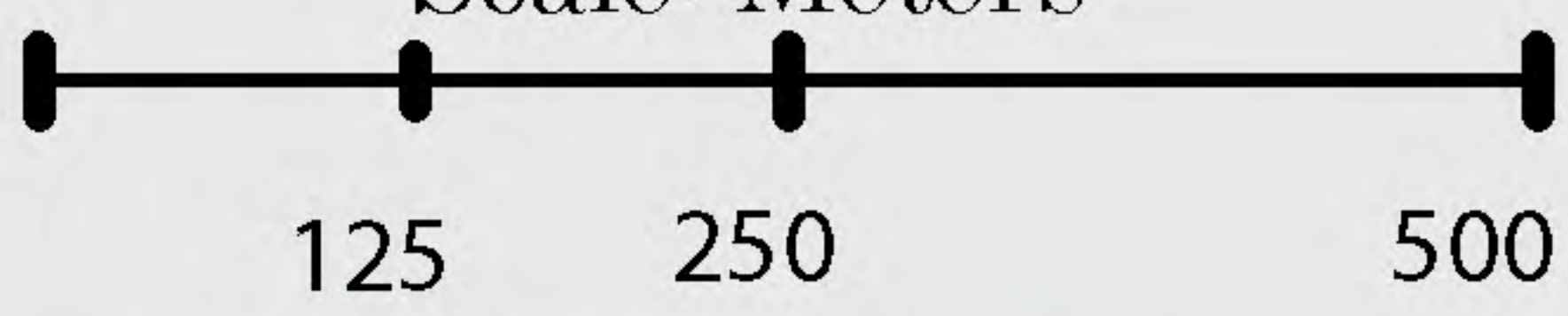
Sterling Hwy

Ski Hill Rd

DOT Yard



Scale: Meters



**KENAI PENINSULA BOROUGH
REAL PROPERTY LEASE**

For good and valuable consideration, and pursuant to Ordinance 99-19, enacted May 4, 1999, the KENAI PENINSULA BOROUGH, an Alaska municipal corporation whose address is 144 North Binkley Street, Soldotna, Alaska 99669, (hereinafter called "KPB"), grants to Tsalteshi Trail Association, whose address is P.O. Box 4076, Soldotna, AK 99669 (hereinafter called "LESSEE"), use of the following described parcel of real property situated in the Kenai Recording District, Third Judicial District, State of Alaska, and described as follows:

The trails commonly known as the Tsalteshi Trail System located adjacent to the Skyview High School and further described as located within:

Tract 1, Central Peninsula High School Subdivision Amended, and Government Lots 1 & 2 and the S $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ excluding City of Soldotna Reservoir 2 Tract A and Kenai Peninsula Food Bank Subdivision and the West 40 feet of the SE $\frac{1}{4}$ of Section 1, T4N, R11W, S.M., Alaska

Pursuant to Ordinance 99-19 the purpose of this lease is for the maintenance, development and management of the Tsalteshi Trail System for the benefit of the KPB School District use and events, specifically; and public/private use and events generally. First priority use of the trails shall be to Kenai Peninsula Borough School District sanctioned activities. The allowed uses and events shall include running, walking, bike riding, winter cross-country skiing, biathlons, and other uses approved by the KPB. Maintenance, development and management shall be in conformity with Tsalteshi Trail Association development plan, Attachment A. The development plan may be amended by mutual agreement as necessary. In addition, Tsalteshi Trail Association will schedule all events and:

1. Develop and distribute to requesting public/private event holders, special event permit applications; and
2. Establish and collect application/user fees for non-KPB/KPBSD sanctioned events. Any application/user fees should be reasonably calculated to cover direct expenses of each such event retained by Tsalteshi Trail Association; and
3. Issue special events use permits to qualifying user groups.
4. Tsalteshi Trail Association will assess trail conditions prior to use. Tsalteshi Trail Association may restrict use if it determines conditions are unsafe or would allow damage to trails.

RIGHTS RESERVED TO KPB

1. The KPB reserves the right to lease portions of the land subject to this lease to another entity for other KPB or KPBSD purposes.
2. The KPB reserves the right to delete portions of the land subject to this lease for other KPB or KPBSD purposes.
3. The KPB reserves the right to review and approve all trail use rules promulgated by Tsalteshi Trail Association.
4. No trails are to be developed by Tsalteshi Trail Association beyond what are specified in the development plan unless approved in writing by KPB.
5. The KPB reserves the right to review and approve all Tsalteshi Trail Association decisions that affect trail use and development.

TERMS AND CONDITIONS

1. Lease Term. This lease is for term of ten (10) years commencing February 1, 2000 and terminating December 31, 2010.
2. Lease Rental. Pursuant to KPB Ordinance 99-46 the lease rental is \$1.00 for the term of the lease.
3. Waste. LESSEE shall not commit waste or injury upon the lands leased herein.
4. Fire Protection. 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 land 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 demised premises are located.
5. Safety. LESSEE shall be solely responsible for maintaining the premises in a safe and fit condition. LESSEE is responsible for the safety of all persons conducting activities on the property under this lease. LESSEE agrees to provide the public with information regarding rules and regulations and other information pertaining to the property and the lease.
6. Sanitation. LESSEE shall comply with all laws, regulations or ordinances promulgated for the promotion of sanitation. The subject property shall be kept in a clean and sanitary condition and every effort shall be made to prevent pollution of the waters and lands. Sanitary facilities shall be in accordance with the State of Alaska, Department of Environment Conservation regulations.

7. Hazardous Materials and Hazardous Waste. Storage, handling and disposal of hazardous waste shall not be allowed on lands under lease from KPB per KPB Code, Section 17.10.240(H).

LESSEE shall comply with all applicable laws and regulations concerning hazardous chemicals and other hazardous materials, and shall properly store, transfer and use all hazardous chemicals and other hazardous materials and not create any environmental hazards on the lands leased herein. In no event may LESSEE utilize underground storage tanks for the storage or use of hazardous chemicals or other hazardous materials.

Should any hazardous chemicals or hazardous materials of any kind or nature whatsoever, or hazardous wastes be released upon the subject lands during the term of this lease, LESSEE shall IMMEDIATELY report such release to the KPB Planning Director or other appropriate KPB official and to any other agency as may be required by law, and LESSEE shall, at its own cost, assess, contain and clean up such spilled materials in the most expedient manner allowable by law.

As used herein, "hazardous chemical" means a chemical that is a physical hazard or a health hazard.

As used herein, "hazardous material" means a material or substance, as defined in 49 C.F.R. 171.8, and any other substance determined by the federal government, the state of Alaska or KPB, to pose a significant health and safety hazard.

As used herein, "hazardous waste" means a hazardous waste as identified by the Environmental Protection Agency under 40 C.F.R. 261, and any other hazardous waste as defined by the federal government, the state of Alaska or KPB.

The covenants and obligations described in this article shall survive the termination of this lease.

8. Compliance With Laws. The LESSEE agrees to comply with all applicable federal, state, borough and local laws and regulations.
9. Easements and Rights-of-Way. This Lease is subject to all easements, rights-of-way, covenants and restrictions of which LESSEE has actual or constructive notice. KPB reserves and retains the right to grant additional easements for utility and public access purposes across the property and nothing herein contained shall prevent KPB from specifically reserving or granting such additional easements and rights-of-way across the property as may be deemed reasonable and necessary. All trails or roads existing at the time this Lease is executed shall be considered an easement for public use.

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

As established by AS 38.05, KPB lands sold or leased may be subject to a minimum fifty-foot public access easement landward from the ordinary high water mark or mean high water mark.

10. Inspections. LESSEE shall allow KPB, through its duly authorized representative, to enter and inspect the leased premises at any reasonable time, with or without advance notice to LESSEE, to ensure compliance with the terms and conditions of this lease. KPB's right to enter and inspect shall be exercised at KPB's sole discretion and the reservation or exercise of this right, and any related action or inaction by KPB, shall not in any way impose any obligation whatsoever upon KPB, and shall not be construed as a waiver of any rights of KPB under this agreement.

11. Defense and Indemnification. The LESSEE shall indemnify, defend, save and hold the borough, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys fees. The LESSEE shall be responsible under this clause for any and all actions or claims of any character resulting from LESSEE or LESSEE's officers, agents, employees, partners, attorneys, suppliers, and subcontractors performance or failure to perform this agreement in any way whatsoever including but not limited to claims for
 - 1) personal injuries,
 - 2) death,
 - 3) economic loss,
 - 4) property damages,
 - 5) contract violations,
 - 6) violation of statutes, ordinances, constitutions , rules or regulations, or other laws,
 - 7) or any other kind of loss sustained by any person, or property arising from performance or failure to perform under this contract.

This defense and indemnification responsibility includes claims alleging acts or omissions by the borough or its agents which are said to have contributed to the losses, failure, violations, or damage. However, LESSEE shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the borough, its agents, or employees.

12. Liability Insurance. LESSEE shall purchase at its own expense and maintain in force at all times during the term of this lease the following insurance policies:

Commercial General Liability and Automobile Insurance. Policy to include bodily injury, personal injury, and property damage with respect to the property and the ACTIVITIES conducted by LESSEE in which the coverage shall not be less than \$1,000,000.00 per occurrence or such higher coverage as specified by KPB. The policy purchased shall name KPB as an additional insured with respect to the ACTIVITIES conducted on the property.

Proof of Insurance: LESSEE shall deliver to KPB certificates of insurance along with LESSEE'S signature on this lease. This insurance shall be primary and exclusive of any other insurance held by KPB. Failure to provide the certificate of insurance as required by this section, or a lapse in coverage, is a material breach of the lease terms entitling KPB to revoke the lease.

13. Special Event Insurance. Organizations conducting events will provide minimum of \$1,000,000.00 liability insurance for each event with the Kenai Peninsula Borough named as an additional insured on each such policy.
14. Property Taxes. LESSEE shall timely pay all real property taxes, assessments and other debts or obligations owed to KPB. Pursuant to KPB Code, Section 17.10.120(F) this agreement will terminate automatically should LESSEE become delinquent in the payment of any such obligations.
15. Assignments. LESSEE may assign this Lease only if approved in advance by KPB. 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 KPB are fully protected. The assignee shall be subject to and governed by the terms and conditions of this lease and applicable laws and regulations.
16. Cancellation. At any time that this Lease is in good standing it may be canceled in whole or in part upon mutual written agreement by the LESSEE and either the KPB Mayor or Planning Director when applicable.

This Lease is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts.

KPB may cancel the lease by means of a thirty (30) day written notice if the lease activities interfere with other on-site activities such as the Skyview High School activities or if the KPB must conduct work that requires the site to be vacated.

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 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 will become subject to cancellation.

Failure on the part of the lessee to substantially complete his development plan of the land or to not be consistent with the proposed use and terms and conditions of the lease within two years of the anniversary date of said lease shall constitute grounds for cancellation.

17. Termination. Upon termination of this Lease, LESSEE covenants and agrees to return the property to KPB in a neat, clean and sanitary condition, and to immediately remove all items of personal property subject to the terms and conditions of paragraph 22 below. All terms and conditions set out herein are considered to be material and applicable to the use of the property under this Lease. Subject to the following, in the event of LESSEE's default in the performance or observance of any of the agreement terms, conditions, covenants and stipulations thereto, and such default continues thirty (30) calendar days after written notice of the default, KPB may cancel this lease, or take any legal action for damages or recovery of the property. No improvements may be removed during the time in which the contract is in default.

In the event LESSEE breaches any provisions prohibiting the release of hazardous chemicals, hazardous materials or hazardous waste upon the property, and fails to immediately terminate the operation causing such release upon notice from KPB, then KPB may immediately terminate this lease agreement without notice to LESSEE prior to the effective date of the termination.

18. Violation. Violation of any of the terms of this lease may expose LESSEE to appropriate legal action including forfeiture of lease interest, termination, or cancellation of its interest in accordance with state law.
19. Notice of Default. Notice of the default, where required, will be in writing and as provided in the Notice provision of this agreement.
20. Entry or Re-entry. In the event that the Lease is terminated, canceled or forfeited, or in the event that the demised lands, or any part thereof, should be abandoned by the LESSEE during the agreement term, KPB or its agents, servants or representative, may immediately or any time thereafter, enter or re-enter and resume possession of said lands or such part thereof, and remove all persons and property therefrom either without judicial action where appropriate, by summary proceedings or by a suitable action or proceeding at law or equity without being liable for any damages therefor. Entry or re-entry by KPB shall not be deemed an acceptance of surrender of the contract.

21. Removal or Reversion of Improvements Upon Termination of Lease.

- a. Improvements on the property owned by LESSEE shall, within thirty calendar days after the termination of the agreement, be removed by LESSEE; provided such removal will not cause injury or damage to the land; and further provided that the Mayor, or Planning Director when applicable, may extend the time for removing such improvements in cases where hardship is proven. The LESSEE may dispose of its improvements to a succeeding lessee with the consent of the KPB mayor.
- 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 under the terminated or canceled contract, be sold at public sale under the direction of the mayor and in accordance with the provisions of KPB Code, Chapter 5. The proceeds of the sale shall inure to the LESSEE who placed such improvements and/or chattels on the lands, or its successors in interest, after paying to KPB all monies due and owing plus all costs, fees and expenses incurred in storing the goods and making such a sale. In case there are no other bidders at any such sale, the KPB mayor is authorized to bid, in the name of KPB, 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 or leasing of such improvements and/or chattels. KPB 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 KPB mayor, are not removed within the time allowed, such improvements and/or chattels shall revert and absolute title shall vest in KPB. Upon request, the purchaser, lessee, or LESSEE shall convey said improvements and/or chattels by appropriate instrument to KPB.

22. Rental for Improvements or Chattels not Removed. Any improvements and/or chattels belonging to the LESSEE or placed on the land during its tenure with or without its permission and remaining upon the premises after the termination of the contract shall entitle KPB to charge a reasonable rent therefor.

23. Resale. In the event that this Lease agreement should be terminated, canceled, forfeited or abandoned, KPB may offer said lands for sale, lease or other appropriate disposal pursuant to the provisions of KPB Code, Chapter 17.10 or other applicable regulations.

24. Notice. Any notice or demand, which under the terms of this Lease 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.

All notices shall be sent to both parties as follows:

LESSOR
KENAI PENINSULA BOROUGH
Planning Director
144 N. Binkley
Soldotna, AK 99669-7599

LESSEE
Tsalteshi Trails Association
P.O. Box 4076
Soldotna, AK 99669

25. Responsibility of Location. It shall be the responsibility of the LESSEE to properly locate its self and its improvements on the leased lands.
26. Liens and Mortgages. LESSEE shall not cause or allow any liens of any kind or nature whatsoever to attach to the property during the term of this lease. In the event that any prohibited lien is placed against the property, LESSEE shall immediately cause the lien to be released. LESSEE shall immediately refund to KPB any monies that KPB may, at its sole discretion, pay in order to discharge any such lien, including all related costs and a reasonable sum for attorneys fees.

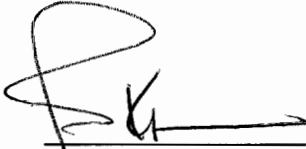
For the purpose of interim financing or refinancing of the improvements to be placed upon the leased premises, and for no other purpose, a lessee may, upon written approval of the borough, encumber by mortgage, deed of trust, assignment or other appropriate instrument, the lessee's interest in the leased premises and in and to the lease, provided said encumbrance pertains only to the leasehold interest.

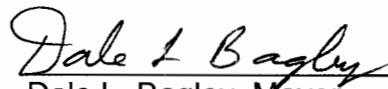
27. Non-Waiver Provision. The receipt of payment by KPB, regardless of KPB's knowledge of any breach by LESSEE, or of any default on the part of the LESSEE in observance or performance of any of the conditions or covenants of this agreement, shall not be deemed to be a waiver of any provision of the agreement. Failure of KPB to enforce any covenant or provision herein contained shall not discharge or invalidate such covenant or provision or affect the right of KPB to enforce the same in the event of any subsequent breach or default. The receipt by KPB 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 the payment fully satisfies the breach.

28. Jurisdiction. Any suits filed in connection with the terms and conditions of this Lease, and of the rights and duties of the parties, shall be filed and prosecuted at Kenai, Alaska and shall be governed by Alaska law.
29. Savings Clause. Should any provision of this Lease fail or be declared null or void in any respect, or otherwise unenforceable, it shall not affect the validity of any other provision of this Lease or constitute any cause of action in favor of either party as against the other.
30. Binding Effect. It is agreed that all covenants, terms and conditions of this agreement shall be binding upon the successors, heirs and assigns of the original parties hereto.
31. Full and Final Agreement. This agreement constitutes the full and final agreement of the parties hereto and supersedes any prior or contemporaneous agreements. This agreement may not be modified orally, or in any manner other than by an agreement in writing and signed by both parties or their respective successors in interest. LESSEE avers and warrants that no representations not contained within this agreement have been made with the intention of inducing execution of this agreement.
32. Warranty of Authority. Lessee warrants that the person executing this agreement is authorized to do so on behalf of Tsalteshi Trails Association.

TSALTESHI TRAILS ASSOCIATION


KENAI PENINSULA BOROUGH


 Penny McClain, President
 Tsalteshi Trails Association
 Dated: 06/01/00


 Dale L. Bagley, Mayor
 Dated: 7/13/00

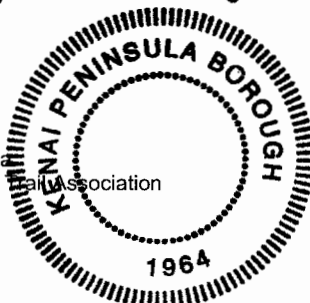
ATTEST:

APPROVED AS TO LEGAL FORM
 AND SUFFICIENCY:


 Linda Murphy
 Borough Clerk


 Holly B. Montague
 Assistant Borough Attorney

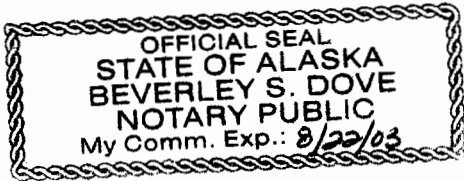
Kenai Peninsula Borough, Alaska
 Real Property Lease – Tsalteshi Trails Association



NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 13th day of July, 2000, by Dale L. Bagley, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, on behalf of the corporation.

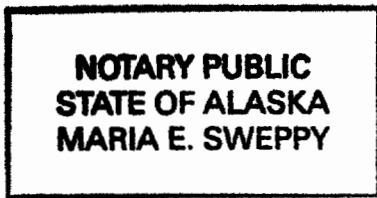


Beverley S. Dove
Notary Public in and for Alaska
My commission expires: Aug 22, 2003

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 20 day of June, 2000, by Penny McClain, chairperson, on behalf of Tsalteshi Trails Association.



Maria E. Sweppy
Notary Public in and for Alaska
My commission expires: 1-16-03

Return to: Kenai Peninsula Borough
Land Management Division
144 N. Binkley Street
Soldotna, AK 99669

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) between the Tsalteshi Trails Association and the Kenai Peninsula Borough (KPB), is made this 29th day of December, 2003.

This MOA is entered into with respect to that certain Real Property Lease dated July 13, 2000, hereinafter referred to as the "Lease". The undersigned Tsalteshi Trails Association and KPB representatives have the necessary authority to execute this MOA on behalf of their respective organizations.

Recitals

- A) The majority of the leasehold is classified as "government" by Resolution 95-41 for the specific purpose of the future locating of a school. The Lease strongly provides that school purposes supercede the rights of the Lessee. The intent behind the authority to locate and maintain trails on the property is that the trails would be an interim use of designated school land which might complement the uses by the schools.
- B) The Tsalteshi Trail System and the Tsalteshi Trails Association have tremendous public support. Trails on the Peninsula are inherently prized, and the Tsalteshi Trails are especially distinguished. It may be politically unpopular to remove or relocate trails for any development purpose, including a future middle school.
- C) The Borough supports the efforts of the Tsalteshi Trails Association.
- D) The Tsalteshi Trails Association realizes that the leasehold is designated for school purposes and that the lease provides for a school to be located on leasehold.
- E) The Tsalteshi Trails Association wishes to extend their trail system to the north.
- F) The Kenai Peninsula Borough wishes to ensure that sufficient land is available, unencumbered, for a school site as that need develops.
- G) The Kenai Peninsula Borough believes that a trapezoidal 25 acres, mostly contained in Govt. Lot 2, in the northwest corner of the property as depicted on the attached maps may provide a good location for a school. Furthermore a school at this location may enhance the access to the trails, increase the user base, and provide additional resources to the trail system.

Tsalteshi Trails Association and the Kenai Peninsula Borough agree:

- 1) That any trail improvements made in the area shown as a trapezoidal 25 acres, mostly contained in Govt. Lot 2, in the northwest corner of the property depicted on the attached maps as a proposed school site shall be temporary in nature and in fate.
- 2) To work in cooperation towards meeting the purpose of both the school designation and the Tsalteshi Trails System.
- 3) The Rights Reserved To The Kenai Peninsula Borough, the terms and the conditions of Lease are in no way altered and remain in full force and effect.
- 4) This document makes no guarantee that other areas of the leasehold will not be claimed for school purposes.
- 5) The parties of this agreement have had the opportunity to consult with counsel concerning the terms of this agreement and to negotiate with respect to each term. The rule of construction that an agreement is construed against the drafter shall not apply to this agreement.

TSALTESHI TRAILS ASSOCIATION

KENAI PENINSULA BOROUGH

By: Bill Holt
Bill Holt, Chair
(NAME) (TITLE)

By: Dale L Bagley
Dale Bagley, Mayor

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

By: Thomas D Segger
Thomas D Segger, Treasurer
(NAME) (TITLE)

for Holly B. Montague
Assistant Borough Attorney

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by Dale Bagley, 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: _____

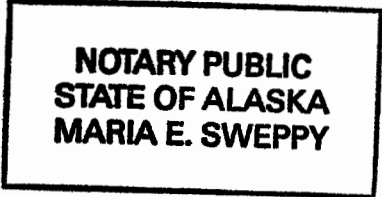
STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT ON THIS 20th day of October, 2003 before me personally appeared Bill Holt, Chair of the Tsalteshi Trails Association, who executed the foregoing Memorandum of Agreement in the above stated capacity.

Mary Tall
Notary Public in and for Alaska
My Commission Expires: 10/3/2006

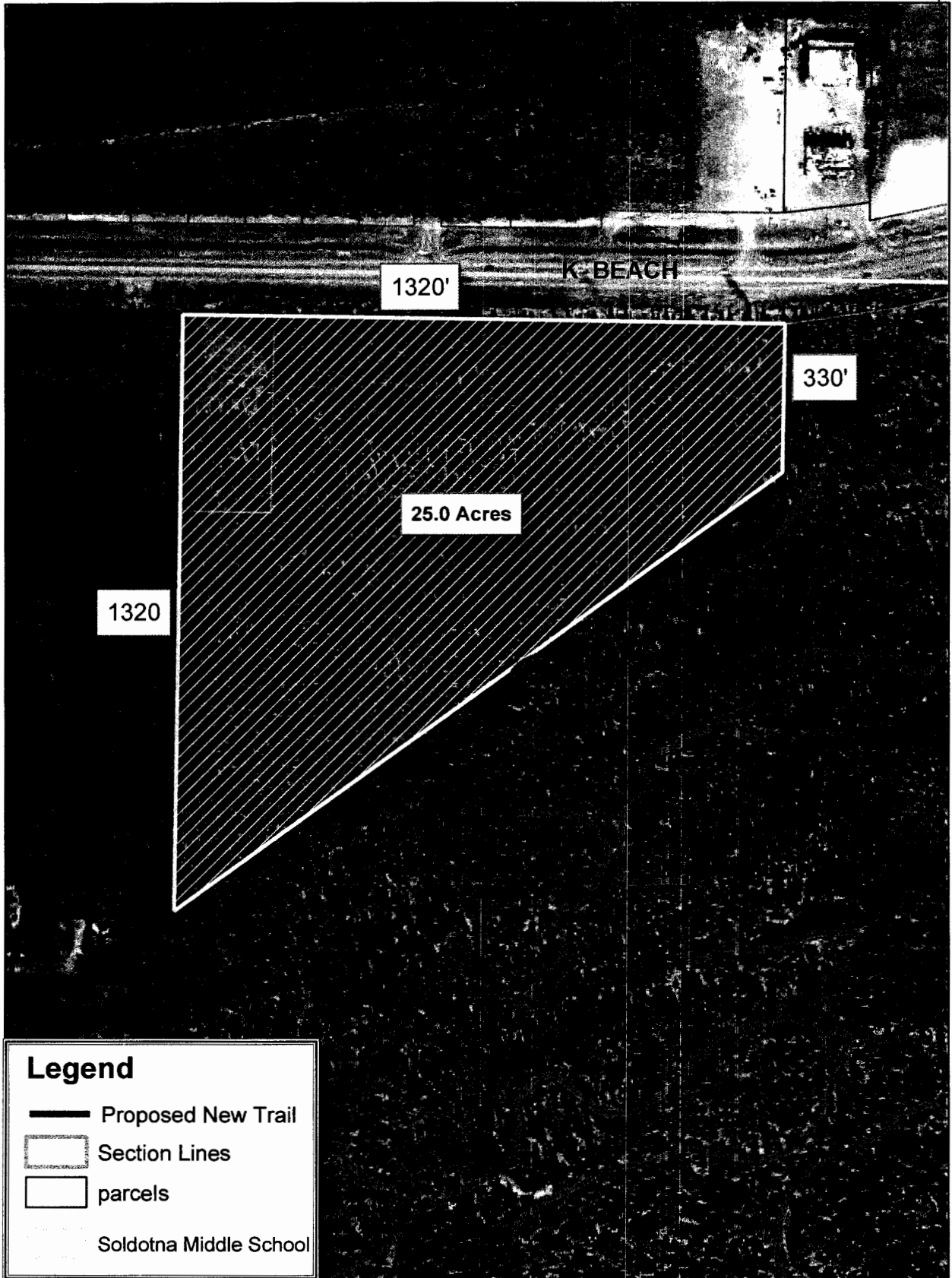
STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT ON THIS 4 day of December, 2003 before me personally appeared Thomas D. Seggerman, Treasurer of the Tsalteshi Trails Association, who executed the foregoing Memorandum of Agreement in the above stated capacity.



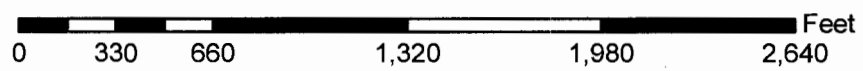
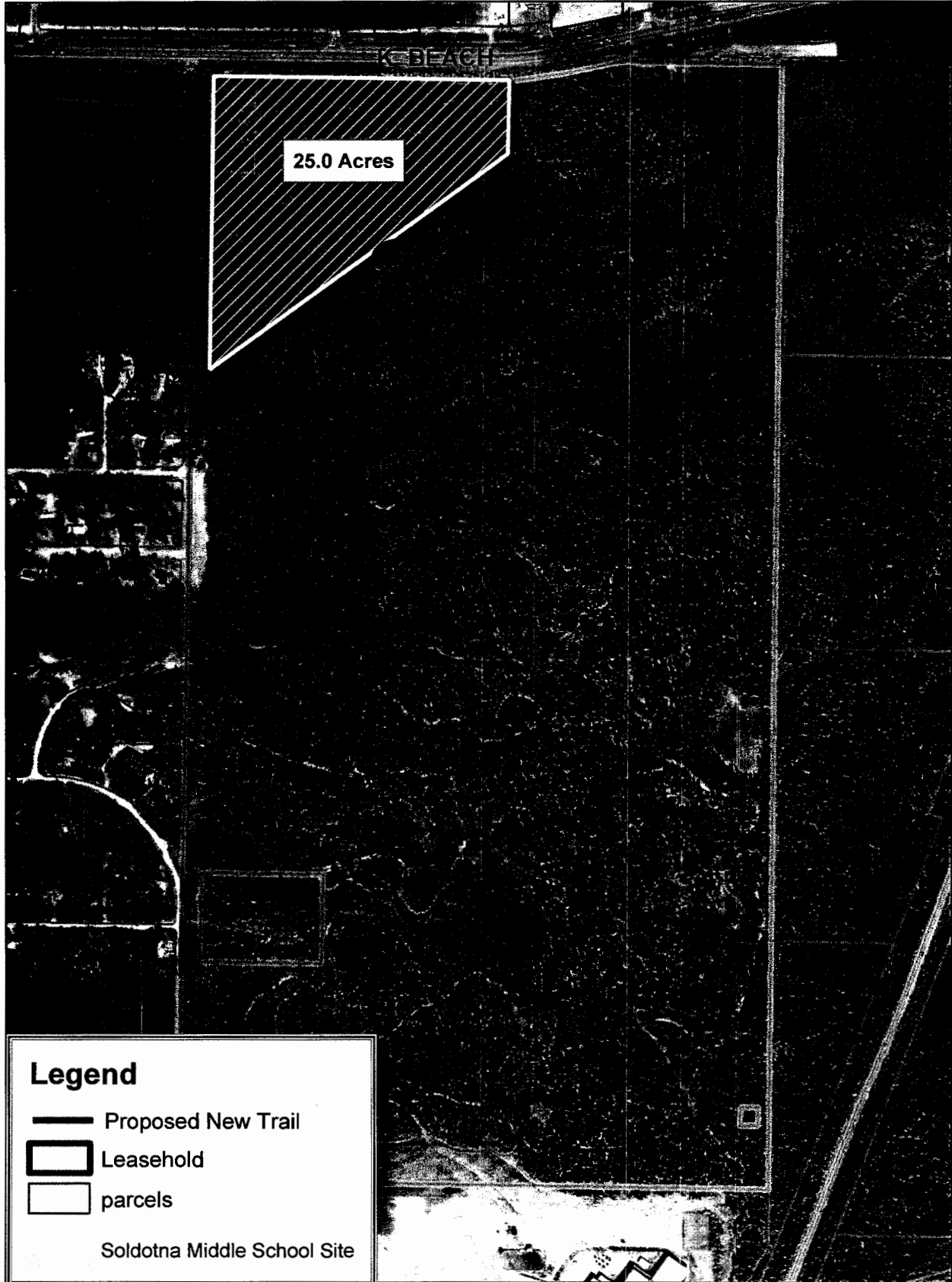
Maria E. Sweppy
Notary Public in and for Alaska
My Commission Expires: 1-16-07

Proposed Designated Middle School Site



October 1, 2003

Proposed Designated Middle School Site



October 1, 2003

LEASE AMENDMENT

WHEREAS, that certain 10-year lease issued on July 13, 2000 to the TSALTESHI TRAILS ASSOCIATION (LESSEE) whose address of record is P.O. Box 4076, Soldotna, AK 99669, by the Kenai Peninsula Borough, (LESSOR) an Alaska municipal corporation, whose address is 144 N. Binkley, Soldotna, Alaska 99611 pursuant to KPB Assembly Ordinance 99-19 is hereby amended as set out below:

WHEREAS, Lessee has received grant money for signage and lighting;

WHEREAS, Lessee has agreed to provide the maintenance and pay utility costs associated with improvements to the leasehold;

WHEREAS, Tsalteshi Trails Association requests trail expansion on an adjacent borough property not originally subject to the lease;

1. AMENDMENT OF LEGAL DESCRIPTION

The subject lease contains the following legal description:

Tract 1, Central Peninsula High School Subdivision Amended, and Government Lots 1 & 2 and the S $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ excluding City of Soldotna Reservoir 2 Tract A and Kenai Peninsula Food Bank Subdivision and the West 40 feet of the SE $\frac{1}{4}$ of Section 1, T4N, R11W, S.M., Alaska

The legal description of the subject lease is amended by adding the following additional real property:

NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ excluding Tract 1, Central Peninsula High School Subdivision Amended, Section 12, T4N, R11W, S.M., Alaska.

2. DELETION OF PARAGRAPH 21 REMOVAL OR REVERSION OF IMPROVEMENTS UPON TERMINATION OF LEASE AND PARAGRAPH 22 RENTAL FOR IMPROVEMENTS OR CHATTELS NOT REMOVED

Paragraphs 21 and 22 are deleted from subject lease in their entirety.

3. INSERTION OF NEW PARAGRAPH 21 REVERSION OF IMPROVEMENTS UPON TERMINATION OF LEASE

The following new paragraph 21 is inserted into the lease.

21. Reversion of Improvements Upon Termination of Lease

At the KPB's sole option improvements made to the land to include trails, lighting and signage may become part of the real property and shall remain in place upon termination of the lease. Equipment such as snow machines is considered personal property and may be retained by the LESSEE or its successor in interest.

4. MAINTENANCE RESPONSIBILITY

Lessee is entirely responsible for maintenance of the trails, any improvements, or equipment associated with the trails and utility costs associated with lighting.

5. ORIGINAL LEASE VALID

All other terms and conditions of the above-referenced lease agreement are not affected by this amendment, and remain in full force and effect.

6. CONFLICTS

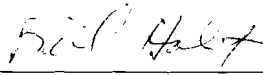
This amendment is hereby incorporated into and made a part of the above-referenced lease agreement. If any provision of this amendment and the original lease are in conflict, then the terms of this amendment are controlling.

Dated this 17 day of October 2005.


KENAI PENINSULA BOROUGH:

TSALTESHI TRAILS ASSOCIATION, INC.

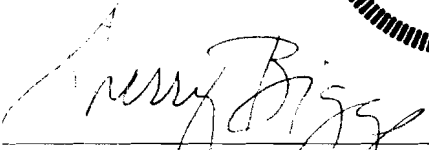

Dale L. Bagley, Mayor

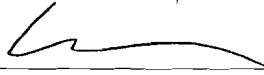

Bill Holt, Chair
TTA Board of Directors




Tom Seggerman, Treasurer
TTA Board of Directors

ATTEST:

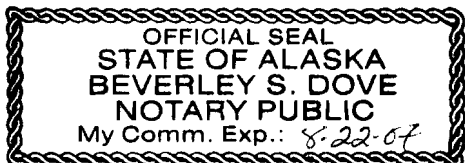

Sherry Biggs, Borough Clerk

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:

Holly B. Montague,
Assistant Borough Attorney

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 17th day of October, 2005, by Dale L. Bagley, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

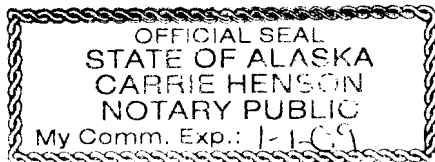


Beverly S. Dove
Notary Public in and for Alaska
My commission expires: 8-22-07

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 2nd day of September, 2005, by Bill Holt, Chair of the Board of Directors, Tsalteshi Trails Association.

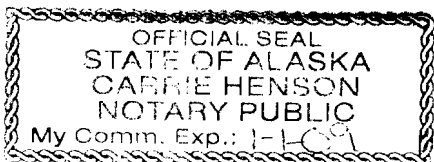


Carrie Henson
Notary Public in and for Alaska
My commission expires: 1-1-09

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 3rd day of September, 2005, by Tom Seggerman, Treasurer TTA Board of Directors, Tsalteshi Trails Association.



Carrie Henson
Notary Public in and for Alaska
My commission expires: 1-1-09

LEASE AMENDMENT

RECITALS:

WHEREAS, Ordinance 99-19 authorized the lease of certain real property owned by the Kenai Peninsula Borough (KPB) to Tsalteshi Trails Association (TTA); and

WHEREAS, the KPB, Lessor, and the TTA, Lessee, entered a lease dated July 31, 2000; and

WHEREAS, the lease was previously amended on October 17, 2005; and

WHEREAS, TTA is in good standing with the lease as amended; and

WHEREAS, Ordinance 2009-51 authorized an extension of the term of the lease for an additional ten year period; and

WHEREAS, the lease extension will aid TTA in its application for grant funds and its continued trail stewardship for the benefit of the public;

The Lessor and Lessee agree to amend the lease as follows: Section 1 is hereby amended to read as follows:

TERMS AND CONDITIONS:

1. Lease Term. This lease is for a term of TWENTY (20) years commencing February 1, 2000 and terminating December 31, 2020.

All other terms and conditions remain in full force and effect.

Dated this 14 day of January 2010.

KENAI PENINSULA BOROUGH:

David R. Carey
David R. Carey, Mayor

TSALTESHI TRAILS ASSOCIATION, INC.

Alan Boraas
Alan Boraas, Chair
TTA Board of Directors



Sara Hepner

Sara Hepner, Treasurer
TTA Board of Directors

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

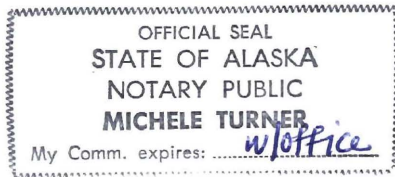
John Blankenship
John Blankenship, Borough Clerk

Holly B. Montague
Holly B. Montague,
Deputy Borough Attorney

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 14th day of January, 2010, by David R. Carey, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.



Michele Turner
Notary Public in and for Alaska
My commission expires: w/office

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 12 day of January, 2010, by Alan Boraas, Chair of the Board of Directors, Tsalteshi Trails Association.



Karen Fuller
Notary Public in and for Alaska
My commission expires: 9-25-2012

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 12 day of
January, 2010, by Sara Hepner, Treasurer TTA Board of Directors, Tsalteshi
Trails Association.



Karen Fuller
Notary Public in and for Alaska
My commission expires: 9-25-2012

LEASE AMENDMENT

RECITALS:

WHEREAS, Ordinance 99-19 authorized the lease of certain real property owned by the Kenai Peninsula Borough (KPB) to Tsalteshi Trails Association (TTA); and

WHEREAS, the KPB (Lessor) and the TTA (Lessee) entered a lease dated July 31, 2000; and

WHEREAS, the lease was previously amended pursuant to Ordinance 2005-33 on October 17, 2005, and Ordinance 2009-51 on January 14, 2010; and

WHEREAS, TTA is in good standing with the lease as amended; and

WHEREAS, Ordinance 2011-31 authorized an amendment to the legal description of the lease to include an additional 52 acres, more or less;

The Lessor and Lessee agree to amend the lease as follows:

1. AMENDMENT OF LEGAL DESCRIPTION

The subject lease contains the following legal description:

Tract 1, Central Peninsula High School Subdivision Amended, and Government Lots 1 & 2 and the S $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ excluding City of Soldotna Reservoir 2 Tract A and Kenai Peninsula Food Bank Subdivision and the West 40 feet of the SE $\frac{1}{4}$ of Section 1, T4N, R11W, S.M., Alaska

AND

NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ excluding Tract 1, Central Peninsula High School Subdivision Amended, Section 12, T4N, R11W, S.M., Alaska.

The legal description of the subject lease is amended by adding the following additional real property:

That portion of the S1/2NE1/4 and that portion of the S1/2N1/2NE1/4 lying northwest of the Sterling Highway and lying north of Isaak Road excluding Tract 1, Central Peninsula High School Subdivision Amended, Section 12, T4N, R11W, S.M., Alaska.

All other terms and conditions of the lease dated July 31, 2000, as amended by agreements dated October 17, 2005, and January 14, 2010, remain in full force and effect. If there is a conflict between

this amendment and the original lease agreement including the prior amendments this amendment shall be controlling.

Dated this 4th day of October 2011.

KENAI PENINSULA BOROUGH:

TSALTESHI TRAILS ASSOCIATION, INC.

David R. Carey
David R. Carey, Mayor

Adam Reimer
Adam Reimer, President

Kristine Moerlein
Kristine Moerlein, Treasurer

ATTEST:



John Blankenship
John Blankenship, Borough Clerk

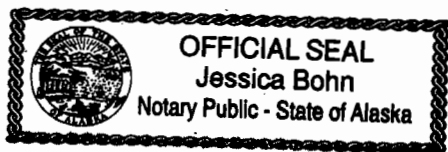
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Holly B. Montague
Holly B. Montague
Deputy Borough Attorney

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 4th day of October, 2011, by David R. Carey, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

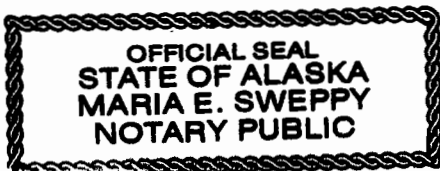


Jessica Bohn
Notary Public in and for Alaska
My commission expires: w/office

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 23 day of September, 2011, by Adam Reimer, President of Tsalteshi Trails Association, Inc. on behalf of the corporation.



Maria E. Sweppy
Notary Public in and for Alaska
My commission expires: 1-16-15

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 27 day of September, 2011, by Kristine Moerlein, Treasurer of Tsalteshi Trails Association, Inc. on behalf of the corporation.



Karen Fuller
Notary Public in and for Alaska
My commission expires: 9-25-2012



Tsalteshi Trails Association

PO Box 4076 Soldotna, AK 99669

Charlie Pierce, Mayor
Kenai Peninsula Borough
144 North Binkley St.
Soldotna, AK 99669

Nov. 1, 2020

Hello Mayor Pierce,

On behalf of the Tsalteshi Trails Association Board of Directors, I request an extension of the current lease between the Borough and Tsalteshi Trails Association. The current 10-year lease expires at the end of December.

Since the previous lease extension, in 2010, Tsalteshi has implemented \$692,000 in federal Recreational Trails Program grant funds for facility improvements. With approved development plans from the Borough, these improvements include: Adding 98 lights for nighttime trail use; retrofitting our existing 50 lights with high-efficiency LED instruments; adding 7.5 kilometers of ski trails and 5 kilometers of single-track bike trails; constructing an outhouse at the Wolverine Trailhead and expanding that parking lot; adding kiosks and signage upgrades throughout the trails; and general trail improvements — widening, upgrading drainage, removing hazard trees, etc.

Actual investment in the trails since 2010 is considerably higher, with Tsalteshi's labor and financial investments, membership and community donations, City of Soldotna support, volunteer labor, and in-kind support from HEA, ACS, ADOT, the Kenai Peninsula Borough School District and many other entities and organizations.

Further trail grants require that the grantee (Tsalteshi Trails Association) has title or lease of the land on which the trail work will be performed. Tsalteshi has evolved to become a world-class facility costing upward of a million dollars funded through grants, donations and volunteer effort, with no cost to Borough or state taxpayers. We believe the current lease agreement has worked well for both parties and request another 10-year extension so that we may continue to provide a venue for healthy, human-powered outdoor recreation for the central Kenai Peninsula, free to use for all ages and ability levels. We hope to continue this level of service for many years to come.

Sincerely,

Mark Beeson
TTA Board Chair

CC: Kenai Peninsula Borough Assembly

Introduced by:
Date: 11/10/20
Hearing: 12/01/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-48**

**AN ORDINANCE AUTHORIZING A COMMUNICATIONS SITE LEASE
AGREEMENT AT NIKISKI STATION 3 WITH SPITWSPOTS, INC**

WHEREAS, SPITwSPOTS, Inc. is proposing to install a communication tower and related equipment at the new Nikiski Station 3 site; and

WHEREAS, SPITwSPOTS, Inc was awarded a CARES grant to make rural communication improvements which would be applied to this project location; and

WHEREAS, the CARES grant eligibility has a performance period ending this calendar year which necessitates an accelerated time line for construction and operability of the communication installations resulting in the need for an expeditious processing of the associated land agreement; and

WHEREAS, a communications site lease agreement has been negotiated in standard form and in consideration of the interests of the Nikiski Fire Service Area which acquired title to the property per Ordinance 2003-13; and

WHEREAS, the Nikiski Fire Service Area Board at its regularly scheduled meeting of November 11, 2020 recommended _____;

WHEREAS, the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of November 30, 2020 recommended _____;

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

SECTION 1. That the assembly finds that entering into a Communications Site Lease Agreement with SPITwSPOTS Inc., pursuant to KPB 17.10.100(I), authorizing the negotiated lease of borough lands, is in the best interest of the borough at the following location:

Tract D Wes Warren Subdivision, Ranch Addition, according to plat no. 97-48, Kenai Recording District

This finding is based on the following facts:

1. The borough will receive a fair market rent, or a fair value in services in lieu of rent, for the term of the lease.
2. The land will be used to provide new communication sites that will improve connectivity services in rural areas of the Kenai Peninsula Borough.
3. That the communication improvements will provide tower space for Nikiski Fire Service Area communication equipment and other public safety communications equipment.
4. That the communication improvements are compatible with the site.

SECTION 2. That the provisions of KPB 17.10.080-.090 and KPB 17.10.110-.240 governing classification, notice of disposition, and leasing of borough lands and related natural resources shall not apply to this communications site lease due to the urgent need for improved rural communications due to the COVID-19 pandemic.

SECTION 3. Based on the foregoing, the mayor is hereby authorized pursuant to KPB 17.10.100(I) to negotiate and enter into Communications Site Lease Agreement upon the property identified in Section 1. The authorization is for lease solely to SPITwSPOTS Inc., and it may not assign any rights to negotiate or enter an agreement for lease to any other person or entity.

SECTION 4. The mayor is authorized to execute a Communications Site Lease Agreement with terms and conditions substantially similar to the agreement attached to this ordinance as well as any other necessary documents to effectuate the lease agreement.

SECTION 5. SPITwSPOTS, Inc. shall have 20 days from the date of enactment of this ordinance to execute the agreement.

SECTION 6. That rent revenue from the subject lease shall be submitted to the Borough Finance Department and deposited in the Nikiski Fire Service Area account 206.00000.00000.36315.

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

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2020.

Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:



No:

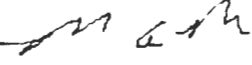
Absent:

Kenai Peninsula Borough
Planning Department – Land Management Division

MEMORANDUM

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

THRU: Charlie Pierce, Mayor 
Melanie Aeschliman, Planning Director 

FROM: Marcus Mueller, Land Management Officer 

DATE: November 10, 2020

RE: Ordinance 2020-48, Authorizing a Communications Site Lease Agreement at Nikiski Fire Station 3 with SPITwSPOTS, Inc. (Mayor)

SPITwSPOTS, Inc. is a peninsula based commercial wireless communications provider focusing services on high speed internet. SPITwSPOTS, Inc. has requested to enter into a lease for new communication tower site on borough land at the new Nikiski Station 3 site. This land was acquired by the Nikiski Fire Service Area pursuant to Ordinance 2003-13.

SPITwSPOTS, Inc. is being considered for award of a Coronavirus Aid, Relief, and Economic Security Act (CARES) grant to make rural communications improvements in the Nikiski area. SPITwSPOTS infrastructure projects are on an accelerated construction timetable to meet the grant requirements.

The Communications Site Lease Agreement is being negotiated using standard practices and in consultation with the Nikiski Fire Service Area. The lease rent revenue will go to the service area.

This ordinance will be considered by the Nikiski Fire Service Area board at its regularly scheduled meeting on November 11, 2020. The planning commission will hold a public hearing on this item at its regularly scheduled meeting on November 30, 2020.

Your consideration of this ordinance is appreciated.

Communication Tower Site Lease Location Nikiski Fire Station No 3



0 660 1,320 2,640 3,960 5,280 Feet



Tract D Wes Warren Subdivision, Ranch Addition, Plat 97-48, Kenai Recording District
KPB Parcel No 013-550-50

MAM 11/4/20

COMMUNICATIONS SITE LEASE AGREEMENT

This COMMUNICATIONS SITE LEASE AGREEMENT (this “Agreement”) will become effective when all parties have signed the Agreement (the “Effective Date”). This Agreement is entered into by the **Kenai Peninsula Borough**, a municipal corporation, whose mailing address is 144 North Binkley Street, Soldotna, Alaska 99669 (hereinafter the “KPB” or “Lessor”), and **SPITwSPOTS, Inc.**, an Alaska business corporation, whose mailing address is PO Box 15364, Homer, AK 99603 (hereinafter “Lessee”).

PART I. BACKGROUND, AUTHORIZED CONTACT AND CONTRACT DOCUMENTS

1. Background. The KPB owns certain real property located in the Kenai Peninsula Borough, in the state of Alaska, that is more particularly described and/or depicted in Exhibit 1 attached hereto (the “Property”). For good and valuable consideration, the parties agree that the KPB will grant the Lessee the right to use a portion of the Property in accordance with the terms of this Agreement.

2. Authorized Contact. All communications about this Agreement shall be directed as follows, any reliance on a communication with a person other than the listed below is at the party’s own risk.

KPB

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

LESSEE

Name: SPITwSPOTS, Inc.
Attn: McKenzie McCarthy
Mailing Address: 369 E. Pioneer Ave. Suite
B Homer, AK 99603

3. Contract Documents. As authorized by KPB Ordinance 2020-___, this lease agreement (“Agreement”) is the final and complete understanding of the parties. The following exhibits and appendices are attached and are considered part of this Agreement as well as anything incorporated by reference or attached to those exhibits or appendices:

Appendix A: Lease Provisions Required by KPB 17.10

Appendix B: Site Specific Lease Provisions

Exhibit 1: Description of the “Property” and the “Leased Premises”

Exhibit 2: Leased Premises site sketch

Exhibit 3: Memorandum of Lease

If in conflict, the Agreement shall control. If in conflict, the order of precedence shall be: Appendix B, the Agreement, Appendix A, Exhibit 1, Exhibit 2, and then Exhibit 3.

PART II. LEASE DESCRIPTION AND TERMS

4. DESCRIPTION OF PROPERTY.

(a) Subject to the terms and conditions of this Agreement, KPB hereby grants to Lessee an exclusive option to lease a certain portion of the Property containing approximately 3,600 square feet (60' x 60') including the air space above such ground space as described and depicted on Exhibit 1 and Exhibit 2 attached hereto (the "Leased Premises") for the placement of a Communication Facilities.

5. TERM.

(a) The initial term will be five (5) years (the "Initial Term"), commencing on the Effective Date.

(b) Lessee will have the option to extend the term of this Agreement for four (4) successive terms of five (5) years each (each, a "Renewal Term"). Each Renewal Term will commence automatically, unless Lessee delivers notice to KPB, not less than thirty (30) days prior to the end of the then-current Term, of Lessee's intent not to renew. For purposes of this Agreement, "Term" includes the Initial Term and any applicable Renewal Term(s).

(c) Should Lessee or any assignee, sublessee or licensee of Lessee hold over the Leased Premises or any part thereof after the expiration of this Agreement, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by Lessee upon written notice to KPB, if Lessee is unable to obtain, or maintain any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Lessee; or if Lessee in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(b) by Lessee upon written notice to KPB, if Lessee determines, in its sole discretion, due to the title reports or survey results, that the condition of the Leased Premises is unsatisfactory for its intended uses;

(c) by Lessee upon written notice to KPB for any reason or no reason, at any time prior to commencement of construction by Lessee; or

(d) by Lessee upon sixty (60) days' prior written notice to KPB for any reason or no reason, so long as Lessee pays KPB a termination fee equal to six (6) months' Rent, at the then-current rate, and subject to removal requirements contained within Section 12. No such termination fee will be payable on account of the termination of this Agreement by Lessee under any termination provision contained in any other Section of this Agreement.

7. RENT. Beginning on the Effective Date, Lessee shall pay to KPB a monthly rent payment of Four Hundred Fifty and No/100 Dollars (\$450.00) (“Rent”), at the address set forth above on or before the fifth (5th) day of each calendar month in which Rent is due, in advance. Rent will be prorated for any partial month. On each anniversary of the Term Commencement Date, Rent shall adjust annually by Three percent (3%) over the prior year’s Rent amount.

8. TAXES. Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communication Facilities located on the Leased Premises, including private leasehold interests.

9. USE. The Leased Premises are being leased for the purpose of erecting, installing, operating and maintaining radio or communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, equipment shelters and other supporting structures, and related equipment (collectively, the “**Communication Facilities**”). Lessee may, subject to the foregoing, make any improvement, alteration or modification to the Leased Premises as are deemed appropriate by Lessee for the permitted use herein. Lessee will have the right to clear the Leased Premises of any trees, vegetation, or undergrowth which interferes with Lessee’s use of the Leased Premises for the intended purposes. Notwithstanding Section 14 below, Lessee will have the exclusive right to install and operate upon the Leased Premises communications towers, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary.

10. SECURITY AND BUFFER LANDSCAPING.

(a) **Fence & Site Security.** Notwithstanding Section 4 above, the Lessee will install a locked, sight-obscuring fence at least six feet (6’) in height around the perimeter of the Leased Premises to protect against unauthorized access to the Leased Premises. The fence must be of a color that blends in with the surrounding landscape (i.e. brown, green or similar color). Lessee may also elect, at its expense, to construct such other enclosures and/or fences as Lessee reasonably determines to be necessary to secure its improvements, including the tower(s), building(s), guy anchors, and related improvements situated upon the Leased Premises. Lessee may also undertake any other appropriate means to restrict access to its communications towers, buildings, applicable guy anchors, applicable guy wires, and related improvements, including, without limitation, posting signs for security purposes.

11. ACCESS, MAINTENANCE, AND UTILITIES.

(a) **Access.** During the Term, Lessee, and its guests, agents, customers, lessees, sublessees and assigns will have the unrestricted, exclusive right to use, and will have free and unfettered access to, the Leased Premises seven (7) days a week, twenty-four (24) hours a day. KPB for itself, its successors and assigns, hereby grants and conveys unto Lessee, its customers, employees, agents, invitees, sublessees, sublicensees, successors and assigns a nonexclusive easement to the extent depicted on Exhibit 2 (a) for ingress and egress, and (b) for the construction, installation, operation and maintenance of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Leased Premises, subject to the terms and conditions herein set forth. KPB agrees to cooperate with Lessee’s efforts to obtain such utilities and services. If there are utilities already existing on the Leased Premises which serve the Leased Premises, Lessee may utilize such utilities and services. Upon Lessee’s request, KPB will execute and deliver to Lessee requisite recordable documents evidencing the easements contemplated hereunder within fifteen (15) days of Lessee’s request.

(b) **Maintenance.** Lessee will keep and maintain the Leased Premises in good condition.

(c) **Utilities.** The Lessee is solely responsible for installing separate meters for utility use and payment, as applicable, and shall not connect to any KPB-owned electrical, communication, or other utility without KPB's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed.

12. EQUIPMENT, FIXTURES AND REMOVAL. The Communication Facilities will at all times be the personal property of Lessee and/or its sublessees and licensees, as applicable. Lessee or its customers shall have the right to erect, install, maintain, and operate on the Leased Premises such equipment, structures, fixtures, signs, and personal property as Lessee may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Leased Premises, will not be deemed to be part of the Leased Premises, but will remain the property of Lessee or its customers. Unless otherwise agreed to in writing by the parties, within ninety (90) days after the expiration or earlier termination of this Agreement, or upon cessation, abandonment, or non-use of the tower for communication purposes for a period of 6 consecutive months following construction of the tower (the "Removal Period"), Lessee must remove its improvements and restore the Leased Premises to grade in a natural condition free of contamination, reasonable wear and tear excepted, which shall include removal of all concrete and other foundation materials to a depth of ten feet (10') below grade, and perform all obligations under this Agreement during the Removal Period, including without limitation, the payment of Rent on a prorated per diem basis, at the rate in effect upon the expiration or termination of this Agreement. Any property not so removed shall be deemed abandoned and may be removed and disposed of by KPB in such manner as KPB will determine, without any obligation on the part of KPB to account to Lessee for any proceeds therefrom. Time is of the essence.

13. ASSIGNMENT. Lessee may assign this Agreement to any person or entity, at any time with prior written consent of KPB's mayor which will not be unreasonably withheld or delayed so long as the Assignee agrees to the assignment and novation and complies with all terms of this Agreement. Notwithstanding the foregoing, upon thirty (30) days' written notice to KPB, Lessee may assign this Agreement or its rights or obligations to (a) any person or entity controlling, controlled by, or under common control with Lessee, or (b) in connection with the sale or other transfer of substantially all of Lessee's assets in the FCC market area where the Leased Premises is located.

14. SUBLEASING AND REVENUE SHARE.

(a) **Subleasing.** Lessee will have the exclusive right to sublease or grant licenses to use the improvements or any other towers, structures, equipment, or ground space on the Leased Premises, provided that Lessee sends Lessor written notice within (15) days of such sublease or grant licenses.

(b) **Revenue Share.** In addition to and separate from the Rent, Lessee shall pay to the Lessor forty-five percent (45%) of rents actually collected by Lessee from any applicable sublessees, sublicenses, collocation or similar vertical space rental agreements, exclusive of non-recurring fees (e.g. structural analysis fees, mount analysis fees, and capital expenditures) and reimbursements (such as for taxes and utilities) ("Revenue Share"). The Revenue Share shall be paid to Lessor with the Rent in the month immediately following receipt by Lessee from the applicable sublessee. Upon reasonable written request, Lessee will provide Lessor redacted copies of any applicable Sublease for the purpose of confirming relevant financial terms and information. For the purposes of this Agreement: (i) "Sublease" is defined as any arrangement in which the Lessee or any sublessee leases to another party or entity, any portion of the Lease Premises described in this Agreement or improvements thereon, including but not limited to a sublease for an antenna, microwave dish, or wireless communications equipment; and (ii) "Sublessee" means any sublessee or licensee of Lessee, that: (A) has entered into a sublease or license

with Lessee for the use of the improvements after the Effective Date; and (B) is not paying any rent or fees directly to Lessor for the use of ground space related to the use of Lessee's improvements.

(c) **Authorized Contact of Sublessee.** Lessee shall provide the KPB the name, telephone number, and email address of the authorized contact for the sublessee who is responsible for sublessee's day-to-day operations or activities on the Leased Premises.

15. CO-LOCATE RIGHTS RESERVED BY KPB. KPB reserves the right to install emergency response communication equipment on Lessee's tower. Ninety (90) days prior to the exercise of this reservation, KPB shall provide Lessee with a complete inventory of equipment and proposed vertical location. Lessee shall confirm KPB's equipment will not interfere with Lessee's or then-existing sublessee's equipment or propose an alternate location. Upon installation of KPB's equipment on the Leased Premises, any future sublessee's equipment shall not interfere with KPB's emergency response communication equipment, provided such equipment is properly installed and lawfully operated. Notwithstanding the foregoing, KPB's right to install equipment on Lessee's tower will be subject to Lessee's reasonable determination that, at the time in which KPB proposes to install its equipment, Lessee's tower shall have sufficient space and structural capacity to accommodate the additional loading associated with KPB's proposed equipment installation. In connection with the foregoing, each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Section 15 and the consummation of the transactions contemplated hereby.

16. COVENANTS, WARRANTIES AND REPRESENTATIONS.

(a) KPB represents and warrants that KPB is the owner in fee simple of the Property, free and clear of all liens and encumbrances except as to those which may have been disclosed to Lessee in writing prior to the execution hereof, and that KPB alone has full right to lease the Leased Premises for the Term.

(b) KPB shall not do or knowingly permit anything during the Term that will unreasonably interfere with or negate any Lessee's quiet enjoyment and use of the Leased Premises or cause Lessee's use of the Leased Premises to be in nonconformance with applicable local, state, or federal laws. KPB will cooperate with Lessee in any effort by Lessee to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. KPB agrees to promptly execute any necessary applications, consents or other documents as may be reasonably necessary for Lessee to apply for and obtain the proper zoning approvals required to use and maintain the Leased Premises and the Communication Facilities.

(c) To the best of KPB's knowledge, KPB has complied and will comply with all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Property by KPB or, to the knowledge of KPB, by any prior owner or user of the Property. To the knowledge of KPB, there has been no release of or contamination by hazardous materials on the Property.

(d) Subject to Section 11 above, Lessee will have access to all utilities required for the operation of Lessee's improvements on the Leased Premises that are existing on the Property.

(e) Except for the sublessees and licensees of Lessee, there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Leased Premises; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, or any equity or interest in KPB

if KPB is an entity; and there are no parties (other than KPB) in possession of the Leased Premises except as to those that may have been disclosed to Lessee in writing prior to the execution hereof.

(f) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement.

17. WAIVERS.

(a) KPB hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communication Facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws. KPB will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by KPB as a result of the construction, maintenance, operation or use of the Leased Premises by Lessee.

(b) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.

18. INSURANCE. Insurance coverage required under this Agreement shall be primary and exclusive of any other insurance carried by the Borough. Minimum levels of insurance coverage required under this Agreement shall remain in effect for the life of this Agreement and shall be a part of the contract price. If Contractor's policies contain higher limits, the KPB shall be entitled to coverage to the extent of such higher limits. There shall be no cancellation or material change of the insurance coverages, or intent not to renew the insurance coverages as specified in this Agreement, without thirty (30) calendar days' prior written notice to the Borough. Certificates of Insurance, acceptable in form and content, will be delivered to the Borough at the time of submission of the signed Agreement and updated certificates shall be provided upon insurance coverage renewal, where applicable. Lessee and subcontractor(s), sublessees, sublicenses, of any tier shall provide and maintain:

(a) Commercial General Liability (CGL):, The CGL Policy shall be written on an occurrence basis and with a limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each occurrence and aggregate. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, broad form property damage, independent contractors, products-completed operations, personal injury and advertising injury, explosion, collapse, underground hazards, and liability assumed under a contract including the tort liability of another assumed in a business contract. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy. This policy shall name the KPB as Additional Insured. To the extent damages are covered by commercial general liability insurance, subrogation shall be waived.

(b) Umbrella / Excess policy: With limits of \$2,000,000 per occurrence and in the aggregate. Lessee may use any combination of primary and excess insurance to meet the total limits required.

(c) Worker's Compensation Insurance: For all employees engaged in work under this Agreement, Workers' Compensation Insurance in accordance with the laws of the State of Alaska. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor(s) who

directly or indirectly provides services under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each person and FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit. Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included.

(d) Property Insurance: Insuring against all risks of loss to any Lessee improvements at full replacement cost with no insurance penalty provision. Lessee shall have the right to self-insure such Property Insurance.

(e) Automobile Liability: The Auto Liability Policy shall include a Combined Single Limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Underinsured and Uninsured Motorists limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Coverage shall include Non-Owned and Hired Car coverage. This policy shall name the KPB as Additional Insured. To the extent damages are covered by auto liability insurance, subrogation shall be waived.

(f) Full policies. 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. All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Alaska.

(g) No Representation of Coverage Adequacy. By requiring insurance herein, the Borough does not represent that coverage and limits will necessarily be adequate to protect Lessee, sublessee, and/or contractor or subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and subcontractor(s) of any tier under the indemnities granted to the Borough in this Agreement.

(i) Self-insurance. Notwithstanding the foregoing, Lessee may self-insure any required coverage under the same terms as required by this Agreement.

19. WAIVER OF SUBROGATION. To the extent allowed by law, Lessee hereby grants to KPB a waiver of any right of subrogation which any insurer of said Lessee may acquire against the KPB by virtue of the payment of any loss under such insurance. It is the Lessors sole and strict responsibility to notify its insurer of this obligation and obtain a waiver of subrogation endorsement from the insurer, if required.

20. NON-EXCLUSIVITY. KPB acknowledges and agrees that, except as may be disclosed to Lessee in writing prior to the execution hereof, there are no prior existing rights, uses, or authorization granted to third parties or retained by KPB to locate improvements below grade or in proximity to the Leased Premises. Upon at least sixty (60) days prior written notice to Lessee, KPB reserves the right to grant further or additional rights or authorization to locate improvements below grade or in proximity to the Leased Premises to the extent such rights or authorizations do not unreasonably interfere with Lessee's equipment or operations.

21. LESSEE LIABILITIES. In addition to other liabilities under this Agreement, the Lessee has the following liabilities and agrees:

(a) The Lessee assumes all risk of loss, damage or destruction to Lessee's improvements on the Leased Premises.

(b) The Lessee will comply with all applicable federal, state, and local laws or regulations, including relevant environmental laws, as well as public health and safety laws and other laws relating to the sitting, permitting, construction, operation and maintenance of any facility, improvement or equipment on the Leased Premises.

(c) The KPB has no duty, either before or during the lease term, to inspect the Leased Premises or warn of hazards and if the KPB inspects the Leased premises, it shall incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This Section shall survive the termination or revocation of this Agreement, regardless of cause.

(d) The Lessee has an affirmative duty to protect from damage the Property and interests of the KPB related to this Agreement.

22. INDEMNIFICATION.

(a) Lessee agrees to defend, indemnify, and hold harmless KPB, its employees, public officials, and volunteers, with respect to any action claim or lawsuit arising out of (1) a breach of this Agreement or (2) the use and occupancy of the Leased Premises or the Property by the Lessee. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages resulting from judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice to the KPB of any action, claim, or lawsuit. KPB will notify Lessee in a timely manner of the need for indemnification but such notice is not a condition precedent to Lessee's obligation and may be waived where the Lessee has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim or lawsuit is initiated, filed, or otherwise brought against KPB relating to the Lessee's use and occupancy of the Leased Premises or the Property. Notwithstanding the foregoing, Lessee's duty to indemnify, defend, and hold harmless KBP as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of KBP, its employees, public officials, and volunteers.

(b) To the extent allowed by law and subject to a specific appropriation by the KPB Assembly for this purpose, KPB agrees to defend, indemnify, and hold harmless Lessee, its employees, affiliates, officers, directors, successors and assigns, with respect to any action claim or lawsuit arising out of (1) a breach of this Agreement or (2) the use and occupancy of the Leased Premises or the Property by the KPB. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages resulting from judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of KPB arise immediately upon notice to the Lessee of any action, claim, or lawsuit. Lessee will notify KPB in a timely manner of the need for indemnification but such notice is not a condition precedent to KPB's obligation and may be waived where the KPB has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim or lawsuit is initiated, filed, or otherwise brought against Lessee relating to the KPB's use and occupancy of the Leased Premises or the Property. Notwithstanding the foregoing, KPB's duty to indemnify, defend, and hold harmless Lessee as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of Lessee, its employees, its employees, affiliates, officers, directors, successors and assigns. Lessee further acknowledges the following: (1) KPB currently has no appropriation currently available to it to defend and indemnify Lessee under this provision; (2) the enactment of any such appropriation remains in the sole discretion of the KPB Assembly; and (3) the KPB Assembly's failure to make such an appropriation creates no further obligation or duty on behalf of KPB.

23. INSPECTION. The KPB reserves the right to enter upon and inspect the Leased Premises at any time to assure compliance with the conditions of this Lease. Except in case of

emergency, KPB shall provide Lessee with at least forty-eight (48) hours' prior written notice of KPB's intention to enter upon and inspect the Leased Premises. Lessee reserves the right to have a representative present at all times during KPB's inspection.

24. FORCE MAJEURE. The time for performance by KPB or Lessee of any term, provision, or covenant of this Agreement will be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of KPB or Lessee, as the case may be.

25. DEFAULT. The failure of Lessee or KPB to perform any of the covenants of this Agreement will constitute a default. The non-defaulting party must give the other written notice of such default, and the defaulting party must cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, the defaulting party must provide prompt notice of inability to cure and provide a plan to cure the default within a time frame provided. The time for curing a default will be extended for such period of time as may be necessary and reasonable; however, in no event will this extension of time to cure be in excess of ninety (90) days, unless agreed upon in writing by the non-defaulting party.

26. REMEDIES. Should the defaulting party fail to cure a default under this Agreement, the other party will have all remedies available either at law or in equity, including the right to terminate this Agreement.

27. LESSEE MORTGAGES.

(a) KPB consents to the granting by Lessee of a lien and security interest (each, a "**Lessee Mortgage**") in Lessee's interest in this Agreement and all of Lessee's personal property and fixtures attached to the real property described herein to one or more lenders (any such lender, and any successor, assign, designee or nominee of such lender, hereinafter a "**Lender**") only to the extent and amount necessary to maintain improvements on the Leased Premises. The Lessee may not encumber the leasehold interest or the Leased Premises to finance projects or improvements outside of the Leased Premises. KPB agrees to recognize Lender as Lessee hereunder upon any such exercise by Lender of its rights of foreclosure. Any such encumbrance shall be subordinate to KPB's rights and interest in the Leased Premises and the Property. Any such encumbrance shall be limited to the Lessee's interest in the Leased Premises. It is a material breach of this Agreement for Lessee to attempt to encumber any interest in KPB's title to or interest in the Leased Premises or the Property.

(b) KPB acknowledges that nothing contained herein shall be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Lessee under this Agreement. No Lender shall become liable under the provisions of this Agreement unless and until such time as the Lender assumes ownership of the leasehold estate created hereby and agrees to comply with the terms and conditions of this Agreement or any extensions and modifications thereof.

28. MISCELLANEOUS.

(a) **Survival.** If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

(b) **Non-waiver.** Failure of party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party's rights hereunder, will not waive such rights.

(c) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Alaska.

(d) **Bind and Benefit.** This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(e) **Memorandum.** A short-form Memorandum of Lease may be recorded at KPB or Lessee's option in the form as depicted in Exhibit 3, attached hereto. KPB will promptly execute any Memorandum of Lease or Memorandum of Amendment to Lease, or corrective amendments thereto, upon written request of Lessee.

(f) **W-9.** As a condition precedent to payment, the KPB agrees to provide the Lessee with a complete IRS Form W-9, or its equivalent, upon execution of this Agreement.

(g) **Counterparts.** This Agreement may be executed in counterpart, each of which when so executed and delivered shall be considered an original and all of which when taken together will constitute one and the same instrument.

(h) **Entire Agreement.** This Agreement and exhibits, appendices or incorporated attachments hereto, constitute the entire agreement and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

[SIGNATURES BEGIN ON NEXT PAGE]

PART III. EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date (date last signed by a party hereto).

LESSOR: The Kenai Peninsula Borough

By: _____

Print Name: _____

Date: _____

LESSEE: SPITwSPOTS, Inc.

By: _____

Print Name: _____

Its: _____

Date: _____

LESSEE: SPITwSPOTS, Inc.

By: _____

Print Name: _____

Its: _____

Date: _____

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Johni Blankenship, Borough Clerk

Sean Kelley, Deputy Borough Attorney

LESSOR ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public for State of Alaska
My Commission Expires: _____

LESSEE ACKNOWLEDGMENT

STATE OF _____)
) ss:
THIRD JUDICIAL DISTRICT)

On the ____ day of _____, 2020, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of SPITwSPOTS, Inc., an Alaska corporation, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

Notary Public: _____
My Commission Expires: _____

LESSEE ACKNOWLEDGMENT

STATE OF _____)

Notary Public: _____

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

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

APPENDIX B
SITE SPECIFIC LEASE PROVISIONS

CO-LOCATE RIGHTS RESERVED BY KPB: In addition to paragraph 15 of the Communications Site Lease Agreement (the “Agreement”), the KPB reserves forty (40) vertical feet of tower space. This reservation shall start from twenty (20) feet from the top of the tower structure and descend 40 feet, unless other space is mutually agreed to by the parties (the “Reserved Space”). To the extent this appendix conflicts with paragraph 15 of the Agreement, the terms of this appendix shall control.

The KPB may sublease the Reserved Space to other government agencies or organizations for the purpose or facilitating communications for first responders, disaster management, general government operations, or other public safety uses. The sublessee will provide an inventory of equipment and proposed vertical location to the Lessee for the purposes of ensuring that no interference is likely for the proposed installation. KPB and any sublessee will be responsible for frequency coordination and adherence to all applicable regulations to prevent interference.

KPB AND SUBLESSEE USAGE: The KPB and any sublessee (“KPB”) may use the Reserved Space for the purposes of providing public safety communications. The KPB may choose to install equipment to provide general government communications, monitoring equipment, and other similar uses. In general, equipment may include, but is not limited to, VHF Radio Frequency (RF) transceivers, RF repeaters, licensed or unlicensed point to point antennas, microwave backhaul, surveillance cameras and other monitoring devices, and associated items that may support conventional or trunked radio systems. All equipment or facilities placed within the Reserved Space or on the Leased Premises shall remain the personal property of the KPB or its sublessee.

INTERFERENCE WITH LESSEE EQUIPMENT: In the event that proposed or installed equipment from the KPB or sublessee interferes with equipment of the Lessee, all parties will work to explore technical solutions or changes to mitigate such interference. If mitigations are not available, the Lessee has the right to deny access to the tower for such equipment. All other provisions of paragraph 15 related to interference remain in effect.

ACCESS: The KPB may establish outdoor equipment cabinets or full equipment shelters on or within the Leased Premises, provided that such facilities do not interfere with similar facilities of the Lessee. Access will only be permitted to the Lessee upon separate mutual agreement. Such premises may have restrictions due to State or Federal policy and regulations, in such event, these regulations will prevail over lease terms.

RENT: The Reserved Space is free of charge. The KPB is not responsible for any additional or direct rent payment to Lessee for the use of the tower or associated premises. The KPB is responsible for the costs of establishing, maintaining, and removing equipment during the life of this agreement, as well as for any utilities required to maintain KPB equipment.

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 1

The Property is legally described as follows:

Tract D, Wes Warren Subdivision Ranch Addition, according to Plat No. 97-48, on file in the Kenai Recording District, Third Judicial District, State of Alaska.

The Leased Premises are described and/or depicted as follows:

On the above described Property, a 60-foot by 60-foot area (3,600 square feet) and a 16' wide access road, following common access, as depicted on Exhibit 2.

EXHIBIT 2

Leased Premises

(Attached)

The Premises are described and/or depicted as follows:

EXHIBIT 3

Memorandum of Lease

(Attached)

(Above 2” Space for Recorder’s Use Only)

Prepared by and Return to:

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

Grantor: Kenai Peninsula Borough
Grantee: SPITwSPOTS, Inc.
Legal Description: Attached as Exhibit 1
Tax Parcel ID #: 01355050
Site Name:
State: Alaska
Borough: Kenai Peninsula Borough
Recording District: Kenai, Third Judicial

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (“Memorandum”) is entered into by and between **KENAI PENINSULA BOROUGH**, an Alaska Municipal Corporation, having a mailing address of 144 N. Binkley St., Soldotna, AK 99669 (hereinafter called “**Lessor**”) and **SPITwSPOTS, Inc**, an Alaska business corporation, having a mailing address of PO Box 15364, Homer, AK 99603 (“**Lessee**”).

1. Lessor and Lessee entered into a certain Communications Site Lease Agreement (“Agreement”) on the ____ day of _____, 2020, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date with four (4) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant (“Premises”) and associated easements are described in Exhibit 1 annexed hereto.
4. Lessor and Lessee now desire to execute this Memorandum to provide constructive knowledge of Tenant’s lease of the Premises.
5. This Memorandum and Agreement are governed by the laws of the state of Alaska.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR: The Kenai Peninsula Borough

By: _____

Print Name: _____

Date: _____

LESSEE:

SPITwSPOTS, Inc.

By: _____

Print Name: _____

Its: _____

Date: _____

LESSEE:

SPITwSPOTS, Inc.

By: _____

Print Name: _____

Its: _____

Date: _____

LESSOR ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public for State of Alaska
My Commission Expires: _____

LESSEE ACKNOWLEDGMENT

STATE OF _____)
) ss:
THIRD JUDICIAL DISTRICT)

On the ____ day of _____, 2020, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of SPITwSPOTS, Inc., an Alaska corporation, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

Notary Public: _____
My Commission Expires: _____

LESSEE ACKNOWLEDGMENT

STATE OF _____)
) ss:
THIRD JUDICIAL DISTRICT)

On the ____ day of _____, 2020, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of SPITwSPOTS, Inc., an Alaska corporation, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1 TO MEMORANDUM OF LEASE
DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 1

Pursuant to the Memorandum of Lease dated _____, 2020, by and between The Kenai Peninsula Borough, as Lessor, and SPITwSPOTS, Inc., an Alaska business corporation, as Lessee.

The Property is legally described as follows:

Tract D, Wes Warren Subdivision Ranch Addition, according to Plat No. 97-48, on file in the Kenai Recording District, Third Judicial District, State of Alaska.

The Premises are described and/or depicted as follows:

Introduced by:	Mayor
Date:	10/13/20
Hearing:	11/10/20
Action:	Postponed to 12/01/20
Vote:	9 Yes, 0 No, 0 Absent
Date:	
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 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

WHEREAS, the borough’s subdivision code experienced a significant rewrite in 2014; and

WHEREAS, since that time platting staff have found a number of provisions that would benefit from clarifying language; and

WHEREAS, amendments will make Title 20 consistent with current law and statutes; and

WHEREAS, edits will clarify subdivision regulations and add a uniform notice and public hearing code section applicable to all of Title 20; and

WHEREAS, amendments will repeal KPB Chapter 20.70, Vacations Requirements, and replace it with a new vacations chapter KPB Chapter 20.65, Vacations; and

WHEREAS, work sessions were held regarding these amendments with the surveying community on February 19, 2020 at Homer City Hall and February 26, 2020 at the Kenai Peninsula Borough; and

WHEREAS, invitations were extended to review the amendments with borough staff to the cities of Homer, Kachemak, Kenai, Seldovia, Seward, and Soldotna; and

WHEREAS, the City of Homer Planning Commission held a meeting on August 5, 2020 and consented unanimously with comments requesting the borough and city clerk work together to ensure the new code is clear as to which body hears that type of appeals as well as a request to allow developers more time to construct subdivisions in cities within approved construction or subdivision development agreements in place; and

WHEREAS, the City of Kenai Planning and Zoning Commission held a work session on August 26, 2020 and discussed the ordinance; and

WHEREAS, the City of Soldotna Planning and Zoning Commission held a work session on August 5, 2020; and unanimously passed resolution PZ2020-008 recommending approval on September 2, 2020; and

WHEREAS, invitations were extended to review the amendments with borough staff to the Advisory Planning Commissions of Anchor Point, Cooper Landing, Funny River, Kalifornsky, Hope / Sunrise, Moose Pass, and Kachemak Bay; and

WHEREAS, the Cooper Landing Advisory Planning Commission held a meeting on July 8, 2020 and recommended approval with a 30-day timeframe for notification; and

WHEREAS, the Kachemak Bay Advisory Planning Commission held a meeting on July 9, 2020 and recommended approval; and

WHEREAS, the borough planning commission held a public hearing and reviewed the amended Title 20 on September 28, 2020.

WHEREAS, at its meeting of _____, the Planning Commission reviewed this ordinance and recommended _____;

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

SECTION 1. That KPB 2.40.080(B) is hereby amended as follows:

2.40.080. Plat committee – Powers and duties – Hearing and review procedures

The planning commission [(AND THE PLANNING COMMISSION ACTING AS THE PLATTING BOARD)] in its capacity as the platting board is authorized to delegate powers to hear and decide cases involving platting to a plat committee composed of those members of the planning commission present for such hearing so long as there are at least 4 members of the planning commission present. The following procedures are prescribed for hearings and reviews:

- A. Cases may be decided by a majority vote of the plat committee members present.
- B. Review of a decision of the plat committee may be heard by the planning commission acting as platting board by filing written notice thereof with the borough planning director on a form provided by the borough planning department. The request for review shall be filed within [TEN] fifteen days [AFTER] of date of distribution [NOTIFICATION] of the decision of the plat committee by personal service or service by mail. A request for review may be filed by any person or agency that was sent a notice of decision. [PARTICIPATED AT THE PLAT COMMITTEE HEARING EITHER BY WRITTEN OR ORAL PRESENTATION.] [THE REQUEST MUST

HAVE AN ORIGINAL SIGNATURE; FILING ELECTRONICALLY OR BY FACSIMILE IS PROHIBITED.]The request for review must briefly state the reason for the review request and applicable provisions of borough code or other law upon which the request for review is based. Notice of the review hearing will be issued by staff to the original recipients of the plat committee public hearing notice.

SECTION 2. That KPB 20.10.040 is hereby amended as follows:

20.10.040. Abbreviated plat procedure.

- A. The abbreviated plat procedure may be used where the subdivision or replat[SUBDIVISION] is of a simple nature and meets all of the requirements of this section as follows:
1. The subdivision divides a single lot into not more than four lots or the subdivision moves, or eliminates, lot lines to create not more than four lots or tracts.
 2. The subdivision provides legal and physical access to a public highway or street for each lot created by the subdivision;
 3. The subdivision does not contain or require a dedication of a street, right-of-way or other area; and
 4. The subdivision does not require a vacation of a public dedication of land or a variance from a subdivision regulation.
- B. Submission Requirements. All of the submission requirements of KPB Chapters 20.25, 20.30 and 20.40 shall be met.

...

SECTION 3. That KPB 20.10.080 is hereby amended as follows:

20.10.080. [RIGHT-OF-WAY] Vacation Plat

- A. When the sole purpose of a plat is to depict [RIGHT-OF-WAY] an area approved for vacation under KPB Chapter 20.65[20.70 AS ATTACHING TO ADJOINING PARCELS IN COMPLIANCE WITH KPB 20.70.150 AND AS 29.40.150,]the following procedure shall apply:
1. Submission Requirements. All of the submission requirements of Chapter 20.25 shall be met.
 2. Surveyor's Certificate. The surveyor's signature and seal on the plat certifies the surveyor is properly registered and licensed to practice

land surveying in the State of Alaska, that the plat represents a survey made by the surveyor or under the surveyor's direct supervision, that the monuments shown thereon actually exist as described, and that all dimensions and other details are correct to the best of the surveyor's knowledge and belief. A written certificate is optional.

- 3. Statement of Plat Approval. The following form shall be printed on the final plat to be filled in after approval:

[Right-of-Way] Vacation Plat Approval

This plat was approved by the Kenai Peninsula Borough in accordance with KPB 20.10.080.

Borough Official _____ Date _____

- B. Procedure. The planning director shall review the submitted preliminary vacation plat for completeness. If the preliminary plat does not conform to the requirements of KPB 20.10.080(A)(1), the planning director shall return the plat to the petitioner with a letter describing the deficiencies.

- C. Action.
 - 1. The platting authority for the [RIGHT-OF-WAY] vacation plat procedure is vested in the planning director. The planning director shall take action on the plat within twenty Borough working days of acceptance of the preliminary plat, subject to prior acquisition of all necessary outside reviews.
 - 2. Preliminary approval of the plat may not extend beyond one year of the vacation consent in KPB 20.65[70.110]. No extensions of time may be granted.
 - 3. All decisions of the planning director regarding the preliminary plat shall be final.

- D. Final Plat.
 - 1. The requirements of the final plat shall be in accord with KPB 20.40.020, KPB 20.65[70.130] and the applicable portions of KPB Chapter 20.60.

2. The requirements of KPB 20.60.190(A)(7) and (D) do not apply to vacation plats.
3. The vacated area shall be shown in a clearly discernible pattern, such as hatching, and shall be labeled as “area vacated by this plat”. The former lot area and current lot area shall be labeled or noted on the plat.
4. The date of the vacation approval by the planning commission, as well as the date of consent to the vacation by the assembly or appropriate city council, shall be noted on the plat.
5. When the preliminary plat has been approved by the planning director under this section, the final plat may be approved by the planning director if the final plat meets the conditions of the preliminary approval and complies with this title. The planning director's approval shall be on a notarized form. The planning director shall report final plat approvals under this section at the next regular plat committee meeting. If the final plat does not meet the conditions of preliminary approval, the planning director shall provide a written explanation describing the deficiencies to the applicant.

SECTION 4. That KPB 20.10.100 is hereby enacted as follows:

20.10.100 Notice; Public Hearing

- A. Notice of any public hearing required under this title shall be given in accordance with this section.
- B. Required forms of notice are as follows:
 1. Publication in a newspaper of general circulation in the borough prior to the public hearing.
 2. Notices shall be mailed at least 14 days before the public hearing to all record owners of property within a distance of 600 feet of the exterior boundary of the property that is the subject of the application or hearing. All notices shall be mailed to the record owner at the address listed in the current property tax record of the borough assessor.

3. Notice of the public hearing must be posted on the borough planning department's website and posted on the planning department's bulletin board located at 144 N. Binkley Street, Soldotna, Alaska.
 4. The planning director may direct that additional notice of the public hearing be given. The planning commission, at its discretion, may also direct additional notice of the public hearing be given. However, the failure to give such additional notice shall not affect the validity of any proceeding under this title.
- C. Notice required by this section shall state the date, time, and location of the public hearing, a description of the action requested, a description of the property that is the subject of the application, the name of the applicant, the name of the owner of the subject property, and the process for submitting of written comments.
 - D. The failure of any person to receive any notice required under this section, where the records of the borough indicate the notice was provided in a timely and proper manner, shall not affect the validity of any proceeding under this title.
 - E. Parties whose sole interest in the subdivision is as a beneficiary of a deed of trust, as shown on the certificate to plat, shall be sent certified mail notice by the planning department. If a beneficial interest holder does not respond within 30 days of the date of mailing indicating that the deed of trust either prohibits or allows the proposed platting action, or requires their signature on the plat, the plat may be approved. The owner may submit a letter of non-objection from the beneficial interest holder with the plat in lieu of the notice requirement. If the final certificate to plat shows additional beneficial interest holders, and they have not signed the plat or provided a letter of non-objection, the planning department will send them notice and give them a 30 day response time prior to approval of the final plat.

SECTION 5. That KPB 20.10.110 is hereby enacted as follows:

20.10.110. – Building setback encroachment permits.

- A. Unless otherwise regulated by city zoning ordinances of properties within its boundaries, any person desiring to construct, or cause, an encroachment within a building setback shall apply for a building setback encroachment permit to the planning department. Failure to obtain an encroachment permit is subject to remedies set forth in KPB 20.10.030.
- B. A permit fee shall be charged for building setback encroachment permit as provided in the current approved Kenai Peninsula Borough Schedule of Rates, Charges and Fees. A person who fails to apply for, and obtain, a

building setback encroachment permit prior to an enforcement notice being issued pursuant to KPB 21.50.100 is subject to enforcement.

- C. All building setback encroachments, including those that pre-date the effective date of this ordinance, must apply for a building setback encroachment permit. Permits for building setback encroachments that existed prior to the effective date of this ordinance shall pay the same permit fee as applies to permits received prior to placement or construction of the encroachment.
- D. When the building setback encroachment permit application is complete, it will be scheduled for the next available planning commission meeting.
- E. The following standards shall be considered for all building setback encroachment permit applications:
 - 1. The building setback encroachment may not interfere with road maintenance.
 - 2. The building setback encroachment may not interfere with sight lines or distances.
 - 3. The building setback encroachment may not create a safety hazard.
- F. The granting of a building setback encroachment permit will only be for the portion of the improvement or building that is located within the building setback and the permit will be valid for the life of the structure or for a period of time set by the Planning Commission. The granting of a building setback permit will not remove any portion of the 20 foot building setback from the parcel.
- G. The planning commission shall approve or deny a building setback encroachment permit. If approved, a resolution will be adopted by the planning commission and recorded by the planning department within the time frame set out in the resolution to complete the permit. The resolution will require an exhibit drawing showing, and dimensioning, the building setback encroachment permit area. The exhibit drawing shall be prepared, signed and sealed, by a licensed land surveyor.
- H. A decision of the planning commission may be appealed to the hearing officer by a party of record, as defined by KPB 21.20.210, within 15 days of the date of notice of decision in accordance with KPB 21.20.250.

SECTION 6. That KPB 20.10.120 is hereby enacted as follows:

20.10.120. Notice of decision.

If a notice of decision is sent pursuant to this title, the notice will be sent to: (i) an affected city, if applicable; (ii) all persons who have commented in writing or in person on the item; and (iii) the property owners, or agents of the property owner, subject to the decision.

SECTION 7. That KPB 20.25.020 is hereby amended as follows:

20.25.020. Compliance with certain provisions required.

A [SUBDIVIDER] licensed surveyor shall prepare a preliminary plat of the proposed subdivision which shall comply with the requirements of KPB 20.25.070 and 20.25.080, and other applicable provisions of this chapter except as provided in KPB 20.10.050. Revisions to the submitted preliminary plat that are received subsequent to the preparation of the staff report and after notice is sent will not be considered at the scheduled public hearing. Any such revisions will be treated as a revised application under this chapter.

SECTION 8. That KPB 20.25.030 is hereby amended as follows:

20.25.030. Prints—Type and number to be submitted.

The format and number of [PRINTS]copies of the preliminary plat to be submitted shall be as determined by the planning director and noted on the Borough Plat Submittal form. Preliminary plat prints shall be folded to 8½ × 13 inches or smaller in a manner such that the subdivision name and legal description show.

SECTION 9. That KPB 20.25.050 is hereby amended as follows:

20.25.050. Subdivision or replat in a first class or home rule city submittal procedure.

- A. Pursuant to AS 29.40.010, upon city request first class and home rule cities within the borough [ARE] may be delegated [LIMITED AUTHORITY] platting powers [TO ADOPT BY ORDINANCE SUBDIVISION STANDARDS DIFFERENT FROM THOSE SET FORTH IN THIS CHAPTER].
- B. Proposed vacations, abbreviated subdivision plats, subdivision plat waivers, and preliminary plats showing a subdivision of land lying within the corporate boundary of a first class or home rule city shall be first submitted by the subdivider to the appropriate city for review prior to submittal of the plat to the borough planning department. [IN SUCH INSTANCES, THE

CITY ADVISORY PLANNING COMMISSION SHALL HAVE 49 DAYS FROM THE DATE OF RECEIPT IN WHICH TO REVIEW THE PRELIMINARY PLAT AND TAKE ACTION.]

- C. The preliminary plat submitted to the city shall comply with the requirements of KPB 20.25.070 and 20.25.080.
- D. The city advisory planning commission and, if required by city code or requested by the city advisory planning commission, other appropriate municipal departments, shall review the proposed action and prepare written comments which shall be included with the submittal to the borough. The subdivider bears the responsibility for presentations to, and discussions with, the city to ensure that the vacation, subdivision, subdivision plat waiver, or subdivision abbreviated plat will conform to lawful ordinances and requirements of said city.
- E. Final plats submitted to the borough for approval will be submitted by the borough to the city for review when the design deviates from the preliminary plat by a substantial change in alignment or dedication of a right-of-way, addition of lots, or major change in lot design which has not been recommended by the city. [IN SUCH INSTANCES, THE CITY ADVISORY PLANNING COMMISSION SHALL HAVE 49 DAYS FROM THE DATE OF RECEIPT IN WHICH TO REVIEW THE FINAL PLAT AND TAKE ACTION.]
- F. [TO THE EXTENT A CITY HAS BEEN DELEGATED LIMITED PLATTING AUTHORITY, A] A final plat may not deviate from the preliminary plat unless the proposed revision has first been submitted to the city by the subdivider and has been approved by the city council or its designee.

SECTION 10. That KPB 20.25.060 is hereby amended as follows:

20.25.060. Subdivision or replat in second class city submittal procedure

- A. Preliminary subdivision plats or replats lying within the corporate boundary of a second class city shall be first submitted to the city for review prior to submittal of the plat to the borough planning department. [THE CITY SHALL HAVE 49 DAYS FROM THE DATE OF SUBMITTAL BY THE SUBDIVIDER TO THE CITY IN WHICH TO REVIEW THE PRELIMINARY PLAT AND SUBMIT COMMENTS TO THE BOROUGH.]
- B. [TO THE EXTENT LIMITED PLATTING AUTHORITY HAS BEEN DELEGATED TO A SECOND CLASS CITY, A] A preliminary plat shall not be submitted to the borough planning department for review unless the

aspects of the subdivision subject to the city authority have been first approved by the city.

- C. The preliminary plat submitted to the city shall comply with the requirements of KPB 20.25.070 and 20.25.080.
- D. The city council or its designee, and, if required by city code or requested by the city council, other appropriate municipal departments, shall review the plat or replat and prepare written comments which shall be included with the submittal of the plat to the borough. The subdivider bears the responsibility for presentations to, and discussions with, the city to ensure that the final plat will conform to lawful ordinances and requirements of said city.
- E. Final plats submitted to the borough for approval will be submitted by the borough to said city for review by the city council or its designee when the design deviates from the preliminary plat as a condition of preliminary planning commission approval by a substantial change in alignment or a dedication of right-of-way, addition of lots, or major change in lot design which has not been recommended by the city council or its designee. [IN SUCH INSTANCES, THE CITY COUNCIL OR ITS DESIGNEE SHALL HAVE 49 DAYS FROM THE DATE OF RECEIPT IN WHICH TO REVIEW THE FINAL PLAT AND TAKE ACTION.]
- F. [TO THE EXTENT A CITY HAS BEEN DELEGATED LIMITED PLATTING AUTHORITY, A] A final plat may not deviate from the preliminary plat unless the proposed revision has first been submitted to the city by the subdivider and has been approved by the city council or its designee.

SECTION 11. That KPB 20.25.070 is hereby amended as follows:

20.25.070. Form and contents required.

The preliminary plat shall be drawn to scale of sufficient size to be clearly legible and shall clearly show all of the following:

- A. Within the Title Block.
 - 1. Name of the subdivision which shall not be the same as an existing city, town, tract, or subdivision of land in the borough, of which a plat has been previously recorded, or so nearly the same as to mislead the public or cause confusion. The parent plat's name shall be the primary name of the preliminary plat;

2. Legal description, location, date, and total area in acres of the proposed subdivision; [AND]
 3. Name and address of owner(s), as shown on the KPB records and the certificate to plat, and registered land surveyor. [;]
- B. North point;
 - C. The location, width and name of existing or platted streets and public ways, railroad rights-of-way, and other important features such as section lines or political subdivisions or municipal corporation boundaries abutting the subdivision;
 - D. A vicinity map, drawn to scale showing location of proposed subdivision, north arrow if different from plat orientation, township and range, section lines, roads, political boundaries, and prominent natural and manmade features, such as shorelines or streams;
 - E. All parcels of land including those intended for private ownership and those to be dedicated for public use or reserved in the deeds for the use of all property owners in the proposed subdivision, together with the purposes, conditions, or limitations of reservations that could affect the subdivision;
 - F. The [NAMES AND WIDTHS OF PUBLIC STREETS AND ALLEYS AND] location, width and name of existing and platted streets and public ways, railroad rights-of-way, easements, and travel ways existing and proposed, within the subdivision;
 - G. The [S]status of adjacent lands within 100 feet of the proposed subdivision boundary or the land status across from any dedicated rights-of-way that adjoin the proposed subdivision boundary, including names of subdivisions, lot lines, block numbers, lot numbers, rights-of-way; or an indication that the adjacent land is not subdivided;
 - H. Approximate locations of low wet areas, areas subject to inundation, areas subject to flooding[,] or storm water overflow, and the line of ordinary high water[, WETLANDS WHEN ADJACENT TO LAKES OR NON-TIDAL STREAMS, AND THE APPROPRIATE STUDY WHICH IDENTIFIES A FLOODPLAIN, IF APPLICABLE;]. This information may be provided on an additional sheet if showing these areas causes the preliminary plat to appear cluttered and/or difficult to read;

SECTION 12. That KPB 20.25.090 is hereby repealed.

[20.25.090. NOTICE.]

[A. AFFECTED PROPERTY OWNERS ARE DEFINED AS PERSONS WHO OWN PROPERTY WITHIN A PROPOSED SUBDIVISION, AND PERSONS WHO OWN PROPERTY WITHIN 600 FEET OF THE BOUNDARIES OF THE PROPOSED SUBDIVISION. THE PLANNING DIRECTOR SHALL DETERMINE WHETHER ADDITIONAL PROPERTY OWNERS ARE AFFECTED BASED ON POPULATION, DENSITY, OWNERSHIP DATA, TOPOGRAPHY AND FACILITIES IN THE AREA OF THE SUBDIVISION.]

[B. NOTICE OF PUBLIC HEARING SHALL APPEAR AT LEAST ONCE IN A NEWSPAPER OF GENERAL CIRCULATION STATING:

- A. A GENERAL DESCRIPTION OF THE SUBDIVISION OR REPLAT;
- B. WHO FILED THE SUBDIVISION PETITION;
- C. WHEN THE SUBDIVISION PETITION WAS FILED;
- D. THE TIME AND PLACE OF THE HEARING ON THE SUBDIVISION;
AND
- E. THE PROCESS AND DEADLINE FOR SUBMITTAL OF COMMENTS.

(1) WRITTEN COMMENTS MAY BE SUBMITTED BY MAIL, HAND-DELIVERY, EMAIL OR FACSIMILE.]

[C. THE NOTICE IN SUBSECTION B SHALL BE SENT BY REGULAR MAIL TO THE AFFECTED PROPERTY OWNERS AT LEAST 14 DAYS PRIOR TO THE PUBLIC HEARING. A CERTIFICATE OF MAILING LISTING THE NAMES, ADDRESSES AND PARCEL INFORMATION FOR EACH NOTIFIED OWNER SHALL BE MAINTAINED IN THE SUBDIVISION FILE.]

[D. PARTIES WHOSE SOLE INTEREST IN THE SUBDIVISION IS AS A BENEFICIARY OF A DEED OF TRUST, AS SHOWN ON THE CERTIFICATE TO PLAT, SHALL BE SENT CERTIFIED MAIL NOTICE BY THE PLANNING DEPARTMENT. IF A BENEFICIAL INTEREST HOLDER DOES NOT RESPOND WITHIN 30 DAYS OF THE DATE OF MAILING INDICATING THAT THE DEED OF TRUST EITHER PROHIBITS OR ALLOWS THE PROPOSED PLATTING ACTION, OR REQUIRES THEIR SIGNATURE ON THE PLAT, THE

PLAT MAY BE APPROVED. THE OWNER MAY SUBMIT A LETTER OF NON-OBJECTION FROM THE BENEFICIAL INTEREST HOLDER WITH THE PLAT IN LIEU OF THE NOTICE REQUIREMENT. IF THE FINAL CERTIFICATE TO PLAT SHOWS ADDITIONAL BENEFICIAL INTEREST HOLDERS, AND THEY HAVE NOT SIGNED THE PLAT OR PROVIDED A LETTER OF NON-OBJECTION, THE PLANNING DEPARTMENT WILL SEND THEM NOTICE AND GIVE THEM A 30 DAY RESPONSE TIME PRIOR TO APPROVAL OF THE FINAL PLAT.]

- [E. COPIES OF THE SUBDIVISION PROPOSAL WILL BE PROVIDED TO OTHER AGENCIES AND BOROUGH DEPARTMENTS THAT MAY BE AFFECTED BY THE SUBDIVISION PROPOSAL FOR REVIEW AND COMMENT.]

SECTION 13. That KPB 20.25.110 is hereby amended as follows:

20.25.110. Approval—Scope—Expiration restriction.

- A. Approval of the preliminary plat shall not constitute approval of the final plat, but means only that the basic lot and street design is acceptable. The subdivider is on notice that it is the subdivider's responsibility to provide all the information required in this ordinance and to submit a correct final plat within two years of the date of the planning commission's conditional approval of the preliminary plat. Upon application by the subdivider prior to the two-year deadline for final plat submittal, a time extension for two years beyond the initial two-year period for submittal of the final plat may be granted by the planning director. A second [THIRD] and final two-year extension may be granted by the planning director when requested by the subdivider prior to expiration of the previous approval[, ALLOWING FOR A TOTAL APPROVAL TIME OF SIX YEARS]. When the preliminary plat is located within city limits, submittal of documentation from the city advisory planning commission indicating concurrence with the time extension request must accompany a time extension request. When a preliminary plat that has been granted a time extension is finalized, the final plat must comply with the current code. Expiration of the original plat approval or time extensions will require the submission of, and action on, a new preliminary plat.
- B. Preliminary plats that will be finalized in phases must comply with current code at the time each phase is finalized. All dedications for streets that are required pursuant to KPB 20.30.030 must be provided in the first phase. The approval of a final plat for a portion of the phased preliminary plat shall [EXTEND] reset the [PRELIMINARY] approval date for two years from the date the subdivision phase final plat is recorded. [FOR T] The remaining land within the phased subdivision[, EXCEPT THAT THE

COMMISSION] may require a new preliminary plat approval if the abutting road system changes. Phases must be filed in sequential order.

- C. Any plat that requires submittal to and approval by the State of Alaska, including but not limited to section line easement vacation plats and highway right-of-way plans, will be given an initial four-year preliminary approval. Extensions of the approval may be given by the planning director as needed for completion of the project.
- D. No more than one revision process to the same preliminary plat is allowed. Major revisions to a preliminary plat shall not be approved on the final plat without first being processed under the public notice and hearing requirements for preliminary plats. Major revisions at the time of final plat which increase density, add or substantively move rights-of-way, or otherwise increase the subdivision's impact, are not allowed and will require submittal of a new preliminary plat, application and fee.
- E. Subdivision plats approved prior to February 14, 2014 under former KPB 20.12, 20.14, 20.16, and 20.20 with approvals that are greater than 10 years in length, and with approvals that will expire, will be considered expired on the expiration date. Continuation of an expired subdivision will require the submission of, and action on, a new preliminary plat that complies with current subdivision requirements.

SECTION 14. That KPB 20.25.120 is hereby amended as follows:

20.25.120. Review and appeal.

[A PARTY OF RECORD] In accordance with KPB 2.40.080, any person, agency, or city that participated at the plat committee hearing, either by written or oral presentation, may request that a decision of the plat committee be reviewed by the planning commission by filing a written request within 15[10] days of date of distribution [NOTIFICATION] of the decision. [IN ACCORDANCE WITH KPB 2.40.080.] A decision of the planning commission may be appealed to the hearing officer by a party of record within 15 days of the date of distribution[NOTICE] of decision in accordance with KPB 21.20.250.

SECTION 15. That KPB 20.30.060 is hereby amended as follows:

20.30.060. Easements—Requirements.

- A. The planning commission may require easements it determines necessary for the benefit of the public. Such easements include, but are not limited to, lateral support (slope) easements, drainage easements for ditching or protection of a drainage, and utility easements. Required easements do not need to be for road purposes.

- B. Upon submittal of a preliminary plat, the planning department shall provide a copy to public utility companies for their comments and recommended design of utility easements. If the property is subject to existing natural gas or petroleum pipeline easements, a copy shall also be furnished to the appropriate company for comment.
- C. The subdivider bears the responsibility for coordination with the utility companies during the design and development phases. When a subdivider and the utility company cannot agree on easements, the final plat will be taken to the planning commission for determination of easements.
- D. Unless a utility company requests additional easements, the front ten feet ~~[OF THE BUILDING SETBACK]~~adjoining rights-of-way shall be designated as a utility easement, graphically or by note. Within the boundaries of an incorporated city, the width and location of utility easements will be determined by the city and affected utility providers.

SECTION 16. That KPB 20.30.110 is hereby repealed.

[20.30.110. - HALF STREETS.]

- [A. HALF STREETS SHALL GENERALLY NOT BE ALLOWED EXCEPT WHERE ONE OF THE FOLLOWING CIRCUMSTANCES APPLIES:]
 - [1. THE STREET IS IDENTIFIED ON THE BOROUGH ROAD PLAN AS AN ARTERIAL;]
 - [2. THE STREET IS A LOGICAL EXTENSION OF AN EXISTING STREET; OR]
 - [3. THE REMAINING HALF STREET CAN REASONABLY BE EXPECTED TO BE DEDICATED.]
- [B. WHEN A DESIGN CHANGE REQUIRED AS A CONDITION OF PRELIMINARY APPROVAL RESULTS IN A HALF RIGHT-OF-WAY THAT WAS NOT SHOWN ON THE ORIGINAL PRELIMINARY PLAT, ADJOINERS TO THE NEW HALF RIGHT-OF-WAY ARE PARTIES OF RECORD AND WILL BE SENT A COPY OF THE PLAT COMMITTEE MINUTES AND A SKETCH SHOWING THE NEW HALF RIGHT-OF-WAY. PURSUANT TO KPB 2.40.080 REVIEW OF THE PLAT COMMITTEE DECISION BY THE PLANNING COMMISSION MAY BE REQUESTED BY PARTIES OF RECORD.]

SECTION 17. That KPB 20.30.120(A) is hereby amended as follows:

20.30.120. Streets Width requirements.

- A. The minimum right-of-way width of streets shall be 60 feet.
 - 1. Half streets shall generally not be allowed except to provide the logical extension of a right-of-way where the remaining half street can reasonably be expected to be dedicated in the future.
 - 2. When a design change required as a condition of preliminary approval results in a half right-of-way that was not shown on the original preliminary plat, adjoining to the new half right-of-way will be sent a copy of the plat committee minutes and a sketch showing the new half right-of-way and per KPB 2.40.080 can request a review of the plat committee decision by the full Planning Commission.

...

SECTION 18. That KPB 20.30.150(B) is hereby amended as follows:

20.30.150. Streets – Intersection requirements.

- A. Street intersections shall be as nearly at right angles as possible, and no intersection shall be at an angle of less than 60 degrees. Where acute street intersections are designed, a minimum 50-foot radius corner at the right-of-way line of the acute angle shall be provided.
- B. Offset intersections are not allowed. The distance between intersection centerlines shall be no less than 150 feet.

...

SECTION 19. That KPB 20.30.240 is hereby amended as follows:

20.30.240. Building setbacks.

- A. [THE COMMISSION SHALL REQUIRE A BUILDING SETBACK OF AT LEAST 70 FEET FROM THE CENTERLINE OF ALL FEE SIMPLE ARTERIAL RIGHTS-OF-WAY IN A SUBDIVISION.] A minimum 20-foot building setback shall be required for dedicated [FEE SIMPLE NON-ARTERIAL] rights-of-way in subdivisions located outside incorporated cities.

simple dedications if necessary to comply with the minimum lot size restriction of the statute. The public access easements must meet all applicable right-of-way design criteria of Title 20 and are subject to the building setback requirements set forth in KPB 20.30.240.

C. The setback shall be noted on the plat in the following format:

Building setback - A setback of _____ feet is required from all dedicated street right-of-ways unless a lesser standard is approved by resolution of the appropriate planning commission.

D. When a subdivision is affected by a Local Option Zoning District (LOZD), as approved by the assembly, all building setbacks shall be graphically depicted and labeled on the lots. A local option zoning setback shall be noted on the plat in the following format:

Building setback - This subdivision is located within (name of LOZD) Local Option Zoning District as contained in KPB Chapters 21.44 and 21.46 and adopted by KPB Ordinance (number), recorded under (serial no. and recording district). Information regarding the zoning restrictions and copies of the ordinance are available from the KPB Planning Department.

SECTION 20. That KPB 20.30.250 is hereby amended as follows:

20.30.250. Building setbacks—Within cities.

The building setback requirements for subdivisions located within cities shall be governed by the provisions of municipal zoning districts. Building setbacks as depicted, or noted, on recorded plats shall not be carried forward on a new subdivision plat located within a municipal zoning district. Provide a plat note stating, “Per KPB 20.30.250 the building setback of record has been removed. All development must comply with the municipal zoning requirements.”

20.30.270. Different standards in cities.

Where cities have [BEEN DELEGATED PARTIAL PLATTING POWERS BY THE BOROUGH AND HAVE] enacted by ordinance different subdivision design standards than those set forth in this chapter, the planning commission shall apply the city standards in lieu of those set forth in this chapter. [THE APPLICATION OF THE CITY DESIGN STANDARD IS SUBJECT TO THE CITY HAVING AN ORDINANCE IN PLACE THAT SATISFIES THE NOTICE REQUIREMENTS OF KPB 20.25.090(A) THROUGH (D) AND A PROCESS TO APPEAL DECISIONS MADE BY THE CITY REGARDING APPLICATION OF ITS SUBDIVISION DESIGN STANDARDS.] Any appeal of a city design standard is subject to KPB 21.01.020(E).

SECTION 22. That KPB 20.30.280(C) is hereby amended as follows:

20.30.280. Floodplain requirements.

- A. All subdivision plats which are within areas where the floodplain has been identified by the Federal Emergency Management Agency (FEMA), and which involve 50 lots or five acres whichever is lesser, shall include the base flood elevation source.
- B. Any area of the subdivision within the floodplain, floodway or Seward Mapped Flood Data Area (SMFDA) is to be shown and labeled on the plat.
- C. All subdivisions which are wholly or partially located within flood hazard areas as defined by KPB 21.06.030 must comply [AREAS WHERE THE FLOODPLAIN HAS NOT BEEN MAPPED AND BASE FLOOD ELEVATION DATA IS NOT AVAILABLE SHALL PROVIDE THE INFORMATION IN COMPLIANCE] with KPB 21.06.050 standards for Floodplain Management.

...

SECTION 23. That KPB 20.30.290 is hereby amended as follows:

20.30.290. Anadromous waters habitat protection district.

If any portion of a subdivision or replat is located within an anadromous waters habitat protection district, the plat shall contain the following note:

ANADROMOUS WATERS HABITAT PROTECTION DISTRICT NOTE:

Portions of this subdivision are within the Kenai Peninsula Borough Anadromous Waters Habitat Protection District. See KPB Chapter 21.18, as may be amended, for restrictions that affect development in this subdivision. Width of the habitat protection district shall be in accordance with KPB 21.18.040.

SECTION 24. That KPB 20.40.020(A) is hereby amended as follows:

20.40.020. Wastewater system review not required

- A. Wastewater system review will not be required if any of the following criteria are satisfied:
 - 1. The existing parent subdivision was approved by the Department of Environmental Conservation, current state agency, or the Kenai Peninsula Borough under this chapter and the proposed subdivision is limited to:

- a. Vacating lot lines to create fewer lots;
 - b. Moving one or more lot lines a total distance of ten feet or less without increasing the number of lots having prior onsite wastewater approval; or
 - c. Moving one or more lot lines without increasing the number of developable lots, while maintaining a minimum of 20,000 square feet of contiguous area, as described in KPB 20.40.040(A)(4)(a), for each lot affected by the lot line movement.
2. The plat increases lot sizes by 1,000 square feet or more of area suitable for conventional development.
 3. The sole purpose of a plat is to depict [RIGHT-OF-WAY] an area approved for vacation under KPB Chapter 20.65[70] or[AS ATTACHING TO ADJOINING PARCELS IN COMPLIANCE WITH KPB 20.70.150 AND AS 29.40.150,] under KPB 20.10.090.
 4. The sole purpose of a plat is to show a survey and delineate parcels as a condition prior to transfer of title for a municipal entitlement pursuant to AS 29.65, under KPB 20.10.100.

...

SECTION 25. That KPB 20.40.030 is hereby amended as follows:

20.40.030. Abbreviated submittal.

Lots within the proposed subdivision that will be at least 200,000 square feet [OR NOMINAL FIVE ACRES] in size [DO NOT REQUIRE A SOILS ANALYSIS AND REPORT PREPARED BY A QUALIFIED ENGINEER] must comply with KPB 20.40.100(F). Before a final plat is recorded or filed for subdivision, the following note must be placed on the plat:

WASTEWATER DISPOSAL: Lots which are at least 200,000 square feet [OR NOMINAL FIVE ACRES] in size may not be suitable for onsite wastewater treatment and disposal. Any wastewater treatment or disposal system must meet the regulatory requirements of the Alaska Department of Environmental Conservation.

SECTION 26. That KPB 20.40.040 is hereby amended as follows:

20.40.040. Conventional onsite soil absorption systems.

- A. If any lots within a subdivision will utilize conventional onsite soil absorption systems and are less than 200,000 square feet, the following requirements must be met and submitted to the planning director:
1. A soils analysis and report, sealed by a qualified engineer, which meets the requirements of KPB 20.40.100;
 2. A pollution abatement report, sealed by a qualified engineer, which meets the requirements of KPB 20.40.090 if:
 - a. Lot size is less than 40,000 square feet; and
 - b. There will not be a public water system serving the subdivision lots as described in KPB 20.40.090(C);
 3. A working map depicting:
 - a. Ground slopes greater than [20] 25 percent, or 5 percent where a bed system is proposed, and other topographic features as needed by a qualified engineer to meet the design requirements for wastewater disposal as defined in this chapter;

...

- B. Before a final plat is recorded or filed for subdivision under this section, the borough will require the engineer to sign the following note on the final plat:

WASTEWATER DISPOSAL: Soil conditions, water table levels, and soil slopes in this subdivision have been found suitable for conventional onsite wastewater treatment and disposal systems serving single-family or duplex residences. [AND MEETING THE REGULATORY REQUIREMENTS OF THE KENAI PENINSULA BOROUGH.] An Engineer's Subdivision and Soils Report is available from the Kenai Peninsula Borough. Any other type of onsite wastewater treatment and disposal system must be designed by a qualified engineer, registered to practice in Alaska, and the design must be approved by the Alaska Department of Environmental Conservation.

(Signature of) Engineer License # Date

SECTION 27. That KPB 20.40.070 is hereby amended as follows:

20.40.070. Connection to an existing system.

- A. If any lots within a subdivision will be connected to an existing collector wastewater and treatment system, the following requirements must be met:
1. Proof that the owner of the collector wastewater and treatment system has agreed to allow the lots to be connected;
 2. Documentation from the municipality, ADEC or system design engineer that the receiving system is adequate to accept the additional hydraulic and organic loading; and
 3. The minimum lot size necessary to maintain the applicable separation distance [SET OUT AT] pursuant to 18 AAC 72.020 from any part of the wastewater system.
- B. Before a final plat is filed for subdivision, the qualified engineer or surveyor, as applicable, must complete the following plat note which shall be placed on the plat:

WASTEWATER DISPOSAL: Plans for wastewater disposal that meet regulatory requirements are on file at the Department of Environmental Conservation.

(Signature of) Engineer License # Date

- C. If all lots in the subdivision are served by a wastewater treatment and disposal system within a home rule or general law city, then signature by a licensed engineer or surveyor is not required.

SECTION 28. That KPB 20.40.100(F) is hereby amended as follows:

20.40.100. Soils analysis and report.

- F. Soil testing requirements for subdivision lots equal or greater than 200,000 square feet [NOMINAL FIVE ACRES] consist of general soils and water table description with sufficient detail to support the applicability of the proposed means of wastewater disposal; the description must be based on:
1. Existing information; or
 2. Visual analysis by, or local knowledge of, a qualified engineer.

SECTION 29. That KPB 20.50.010(A) is hereby amended as follows:

20.50.010. Exceptions to regulations—Procedure—Commission authority.

- A. Unless prohibited under this title, the commission may authorize exceptions to any of the requirements set forth in this title. [APPLICATION] A request for an exception shall be in writing and present the commission with substantial evidence, justifying the requested waiver or exception stating fully the grounds for the application and the facts relied upon. The commission shall make findings of fact meeting the following standards before granting any exception:
1. That special circumstances or conditions affecting the property have been shown [BY APPLICATION];
 2. That the exception is necessary for the preservation and enjoyment of a substantial property right and is the most practical manner of complying with the intent of this title;
 3. That the granting of the exception will not be detrimental to the public welfare or injurious to other property in the area in which said property is situated.

SECTION 30. That KPB 20.60.025 is hereby enacted as follows:

20.60.025 Fee required

The fee established by the current Kenai Peninsula Borough Schedule of Rates, Charges and Fees shall accompany the submission of the final plat.

SECTION 31. That KPB 20.60.070 is hereby amended as follows:

20.60.070. Plat specifications.

The final subdivision plat shall be clearly and legibly drawn to a scale of 1 inch equal to 10, 20, 30, 40, 50, 60, 150 feet of a multiple of 100 feet. The drawing shall be plotted on good quality polyester film at least 3 mil in thickness. All lines, letters, figures, certifications, acknowledgements and signatures shall be clear, [AND] legible and in black ink. The minimum text size should be 10 point (0.1") font or the equivalent. Where necessary, 8 point (0.08") capitalized font or the equivalent can be used to label features. The plat shall be so made, and shall be in such condition when filed, that legible prints and negatives can be made therefrom. Colors, grayscale or shading is not acceptable as it does not show when the drawing is reproduced. Sheets shall be one of these sizes: [8½" × 14"]; 11" × 17"; 18" × 24"; and 24" or 30" × 36". When more than one sheet is required, an index map shall be provided on the first sheet showing the entire subdivision and indicating

the portion contained on each sheet. Each sheet shall show the total number (e.g. sheet 1 of 3). When more than one sheet is submitted, all sheets shall be the same size. Indelible ink or sealant shall be used to insure permanency.

SECTION 32. That KPB 20.60.110 is hereby amended as follows:

20.60.110. Dimensional data required.

- A. The bearing and length of every lot line, block line, and boundary line shall be shown. Dimensions of lots shall be given as net dimensions to the boundaries of adjoining streets and shall be shown in feet. No ditto marks shall be used. Information shall be shown for all curves, including radius, central angle, arc length, chord length and chord bearing. The initial point of survey shall be shown and labeled. All non-radial lines shall be labeled. If monumented lines were not surveyed during this platting action, show the computed data per the record plat information.
- B. The natural meanders of ordinary high water (or mean high water line as applicable) is for area computations only, the true corners being on the extension of the sidelines and the intersection with the natural meanders.
- C. Any discrepancy between the survey and the record description, and the source of all information used in making the survey shall be indicated. When an inconsistency is found including a gap or overlap, excess or deficiency, erroneously located boundary lines or monuments, or when any doubt as to the location on the ground of the true boundary or property rights exists, the nature of the inconsistency shall be clearly shown on the drawing.

SECTION 33. That KPB 20.60.130 is hereby amended as follows:

20.60.130. Boundary of subdivision.

The boundary of the subdivision shall be designated by a wider border and shall not interfere with the legibility of figures or other data. The boundary of the subdivided area shall clearly show what survey markers, or other evidence, was found or established on the ground to determine the boundary of the subdivision. Bearing and distance ties to all survey markers used to locate the subdivision boundary shall be shown.

SECTION 34. That KPB 20.60.170 is hereby amended as follows:

20.60.170. Other data required by law.

- A. The plat shall show all other data that are or may be required on the plat by statute or ordinance.

- B. Private covenants and restrictions of record in effect at the time the final plat is approved shall be referenced on the plat. The borough will not enforce private covenants, easements, or deed restrictions.
- C. The plat must adhere to the requirements of the local option zone, where applicable.

SECTION 35. That KPB 20.60.180 is hereby amended as follows:

20.60.180. Plat notes.

- A. Plat notes shall not be placed on a final plat unless required by borough code or by the planning commission in order to promote or protect the public health, safety, and welfare consistent with borough and state law.
- B. Revision of, or not carrying forward, an existing plat note from the parent plat will adhere to KPB 20.50.010. Separate advertising of the plat note removal is not required. Notification of the requested change will be sent by regular mail to all owners within the subdivision (parent plat and subsequent replats) as shown on the borough tax rolls. Upon approval by the planning commission, the revision or removal of the record plat note shall be finalized by recording a planning commission resolution or subdivision plat.

SECTION 36. That KPB 20.60.210 is hereby amended as follows:

20.60.210. Approval—Authority—Certificate issued when.

...

- E. When an application to amend a recorded plat, as defined by 11 AAC 53.900, is received, notice by regular mail of the requested amendment to the plat shall be sent to owner(s) of the affected lot or tract and, if applicable, the owners in the subdivision per borough tax rolls. Separate advertising of the proposed plat amendment is not required.
 - 1. The surveyor shall submit a copy of the plat showing the proposed new wording and/or a sketch of the proposed amendment with the application.
 - 2. The plat amendment may be scheduled as a consent agenda item unless otherwise requested by the owner(s), planning director or planning commission.

SECTION 37. That KPB Chapter 20.65, Vacations, is hereby enacted as follows:

CHAPTER 20.65 VACATIONS.

This chapter is enacted under the authority of AS 29.40. A vacation decision is a discretionary legislative land use decision. The purpose of this chapter is to establish procedures for the vacation of a platted public right-of-way, public area, or other public easement depicted on a borough approved plat, and to provide procedures for the alteration, including removal, of platted utility easements. This chapter does not apply to easements or property owned or held by a city or the borough in their proprietary capacity which may only be extinguished through the terms of the controlling document or applicable law. This chapter does not apply to private easements.

20.65.020. Planning commission recommendation on state easements

The planning commission serving as the platting authority has no authority to vacate public easements under the jurisdiction of the state. The planning commission will provide a recommendation on proposed vacations of state easements within the borough. Applications to vacate a section line easement or other public easements of the state must comply with KPB 20.65.040 and will be considered in accordance with KPB 20.65.050. The applicant is responsible for all submittals required by the state. Final authority for approval and platting of the vacation of any public easement under the jurisdiction of the state rests with the state.

20.65.030. Vacation Criteria

Vacation of a platted public right-of-way, access, area or other easement granted for public use or public benefit must conform to the requirements of this chapter and AS 29.40.120 through AS 29.40.160 as now enacted or as amended.

20.65.040. Vacation Application

An informal pre-application conference by appointment with borough staff prior to the submittal of the application for vacation of a public right-of-way is encouraged. The application shall include the following items.

- A. A petition, provided by the borough planning department, signed by:
 - 1. The owners of the majority of the land abutting the area being vacated; or

2. An official representative of the state, the borough, an affected utility, or a city when the area to be vacated is within the city.
- B. A sketch that depicts the area to be vacated, a preliminary vacation plat, or a copy of the existing plat showing the proposed alteration or replat. The format and number of copies of the sketch submittal shall be determined by the planning director;
- C. Written recommendations, comments, or meeting minutes from the planning and zoning commission of the affected city, if the area to be vacated is within a city. The sketch or submittal provided to an affected city must be the same submittal that is provided to the borough.
- D. The appropriate fee; and

20.65.050. Action on vacation application

- A. Staff shall review the application and supporting materials for compliance. If the application is incomplete, staff will return it to the applicant with a written list of deficiencies to be satisfied for acceptance.
- B. After acceptance of the application, staff will:
 1. Send notice of the proposed vacation and the public hearing in accordance with KPB 20.10.100.
 2. Prepare a staff report that evaluates the merits of the proposed vacation. Revisions to the application submitted subsequent to the preparation of the staff report and after notice is sent will not be considered at the scheduled public hearing. Any such revisions will be treated as a revised application under this chapter.
- E. An accepted application shall be placed on the agenda of a regularly scheduled planning commission meeting. The public hearing on the vacation may not be more than 60 days after acceptance of the application, unless the applicant requests postponement.
- F. The planning commission shall consider the merits of each vacation request and in all cases the planning commission shall deem the area being vacated to be of value to the public. It shall be incumbent upon the applicant to show that the area proposed for vacation is no longer

practical for the uses or purposes authorized, or that other provisions have been made which are more beneficial to the public. In evaluating the merits of the proposed vacation, the planning commission shall consider whether:

1. The right-of-way or public easement to be vacated is being used;
 2. A road is impossible or impractical to construct, and alternative access has been provided;
 3. The surrounding area is fully developed and all planned or needed rights-of-way and utilities are constructed;
 4. The vacation of a public right-of-way provides access to a lake, river, or other area with public interest or value, and if so, whether equal or superior access is provided;
 5. The proposed vacation would limit opportunities for interconnectivity with adjacent parcels, whether developed or undeveloped;

 7. All existing and future utility requirements are met. Rights-of-way which are utilized by a utility, or which logically would be required by a utility, shall not be vacated, unless it can be demonstrated that equal or superior access is or will be available. Where an easement would satisfactorily serve the utility interests, and no other public need for the right-of-way exists, the commission may approve the vacation and require that a utility easement be granted in place of the right-of-way.
- G. The planning commission may impose such conditions as it deems necessary to ensure compliance with the requirements and purpose of this title.
- H. The borough will consider realignment of a right-of-way by vacation and rededication where the planning commission finds that the right-of-way realignment will enhance access and the realigned right-of-way is located to provide reasonable means of ingress and egress.

- I. 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.
- J. A planning commission decision to approve a vacation is not effective without the consent of the city council, if the vacated area to be vacated is within a city, or by the assembly in all other cases. The council or assembly shall have 30 days from the date of the planning commission approval to either consent to or veto the vacation. Notice of veto of the vacation shall be immediately given to the planning commission. Failure to act on the vacation within 30 days shall be considered to be consent to the vacation. This provision does not apply to alterations of utility easements under KPB 20.65.070 which do not require the consent of the assembly or city council unless city code specifically provides otherwise.
- K. Upon approval of the vacation request by the planning commission and no veto by the city council or assembly, where applicable, the applicant shall have a surveyor prepare and submit a plat including the entire area approved for vacation in conformance with KPB 20.10.080. Only the area approved for vacation by the assembly or council may be included on the plat. The final plat must be recorded within one year of the vacation consent.
- L. A planning commission decision denying a vacation application is final. No reapplication or petition concerning the same vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed.
- M. An appeal of the planning commission, city council or assembly vacation action under this chapter must be filed in the superior court in accordance with the Alaska Rules of Appellate Procedure.

20.65.060. Title to vacated area

- A. The title to the street or other public area vacated on a plat attaches to the lot or land bordering 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 that lies on one side of the boundary line shall attach to the abutting property on that side, and the street area that lies on the other side of the boundary line shall attach to the property on that side. The portion of a vacated street that lies inside 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 a city if it lies inside the city, and in the borough if it lies inside the borough but outside all cities. If the property vacated is a lot, title vests in the rightful owner.

- B. If the municipality acquired the street or other public area vacated for legal consideration or by express dedication to the municipality other than as a subdivision platting requirement, before the final act of vacation the fair market value of the street or public area shall be deposited with the platting authority to be paid to the municipality on final vacation.
- C. Other provisions of this subsection notwithstanding, the planning commission may determine all or a portion of a vacated area should be dedicated to another purpose, and if so, title to the area vacated and held for another public purpose remains in the borough or city, as applicable.

20.65.070. Alteration of platted utility easements

- A. Where platted utility easements are reserved for the purpose of providing utility services by an agency or utility provider and are not dedicated to the public use in the same manner as public rights-of-way, public access, or public easement granted for public use, the planning commission shall review and act upon all requests to alter, including removal, platted utility easements. For purposes of types of easements covered by this section, the KPB 20.90.010 definition for Utility Easement controls.
 - 1. A petition, provided by KPB Planning Department, signed by the owner of the land subject to the platted utility easement as shown on the borough tax rolls.
 - 2. Comments from the city advisory commission if applicable, and the jurisdictional authority of a dedicated right-of-way when the utility easement adjoins a dedicated right of way. A petition to alter a platted utility easement will not be approved if a city with jurisdictional authority objects to the alteration.
 - 3. Comments or non-objection from all appropriate utility providers. Affected utility providers must initial or comment on the same sketch or submittal that is provided to the borough.

4. A sketch showing the alteration of the platted utility easement. If the alteration of the utility easement is due to an encroachment, then an as-built survey or site survey must be submitted with the petition.
 5. Appropriate application fee.
 6. Applicant statement containing the reasons for the alteration of the platted utility easement.
- C. Notice shall be sent per KPB 20.10.100.
- D. When the application is complete, the planning commission will take action on the requested alteration of the platted utility easement, either approving or denying the request.
- E. A planning commission decision under this section is final. A notice of decision shall be sent to the petitioner. No reapplication or petition concerning the same alteration to platted utility easement 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. If the reasons for denial are resolved, the petitioner may submit a new petition for alteration of platted utility easement with documentation that the issues have been resolved, accompanied by a new fee.
- F. An appeal of the planning commission decision under this section must be filed in the superior court in accordance with the Alaska Rules of Appellate Procedure.
- G. Approval of an application under this section expires in 12 months.
- H. Upon approval, the alteration of a utility easement can be finalized by either.
1. Recording of a subdivision plat which complies with Chapter 20.
 2. Recording of a utility easement alteration resolution. Upon approval of an alteration to a platted utility easement, not associated with the vacation of a right-of-way, not requiring transfer of title, or changing of boundary lines, a resolution may be adopted by the planning commission and recorded by the planning department within the time frame set out in the resolution to finalize the approval. The petitioner is responsible for the recording fees.

SECTION 38. That KPB Chapter 20.70 is hereby repealed.

**[CHAPTER 20.70. – VACATION REQUIREMENTS]
REPEALED**

SECTION 39. That KPB 20.80.040(B)(1) is hereby amended as follows:

B. Converting public street to private street - standards.

1. Vacation of the public right-of-way shall be in accordance with the criteria set forth in KPB 20.65[70].

...

SECTION 40. That KPB 20.90.010 is hereby amended as follows:

CHAPTER 20.90. DEFINITIONS

20.90.010. Definitions generally.

...

"Architect" or "qualified architect" means a licensed architect registered to practice in Alaska under AS 08.48 and 12 AAC 36 in the branch of architecture defined by 12 AAC 36.068 applicable to the project.

...

"Date of distribution" or "distribution" means the date a notice, decision or other document is provided, manually or electronically, or is postmarked. [, TO A PARTY OF RECORD.]

...

"Monument" means a point marked on the surface of the earth for commencing or controlling a survey.

...

["NOMINAL FIVE ACRES" MEANS OF, LIKE, OR RELATING TO AN ALIQUOT FIVE-ACRE PART.]

...

["PARTIES OF RECORD" UNLESS SPECIFIED OTHERWISE MEANS THOSE PERSONS WHO HAVE COMMENTED IN A WRITTEN AND SIGNED DOCUMENT OR IN PERSON ON AN AGENDA ITEM BEFORE THE PLANNING COMMISSION OR PLAT COMMITTEE WHO OWN PROPERTY WITHIN THE NOTIFICATION RADII ESTABLISHED IN THIS CHAPTER.]

...

“Right-of-way dedication” or “right-of-way” means a right-of-way dedicated on a plat for road, street, or utility purposes in accordance with the platting requirements of the Kenai Peninsula Borough, or such rights-of-way as have been specifically granted by easement or dedicated by statute or otherwise approved by law[MEANS TRANSFER OF FEE SIMPLE UNDERLYING OWNERSHIP OF A RIGHT-OF-WAY TO THE STATE, BOROUGH, OR A MUNICIPALITY].

"Subdivision" means the division of a tract or parcel of land into two or more lots, or other divisions for the purpose of sale or building development, and includes resubdivision and relates to the process of subdividing or to the land or areas subdivided. As used in this Chapter, it also includes the elimination of lot lines and/or any change to an existing property line.

...

SECTION 41. That KPB 20.21.210 is hereby amended as follows:

21.20.210 Definitions

- A. For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:
 - 1. "Aggrieved party or person" means a party of record adversely impacted by the decision of the hearing officer who participated before the hearing officer either by written or oral presentation.
 - 2. The "appellant" is the party who pays the filing fee and initially files the notice of appeal.
 - 4. "Ex parte" means by or for one party; done for, on behalf of, or on the application of, one party only.
 - 5. “Party of record” means:
 - a. The applicant before the planning commission,
 - b. Any party or person aggrieved by the decision where the decision has or could have an adverse effect on value, use or enjoyment of real property owned by them who appeared before the planning commission with either an oral or

written presentation, and who owns lands within the notification radii. A signature on a petition does not qualify the signatory as a party of record.

[(1) A SIGNATURE ON A PETITION DOES NOT QUALIFY THE SIGNATORY AS A PARTY OF RECORD WITHOUT A SEPARATE ORAL OR WRITTEN PRESENTATION TO THE PLANNING COMMISSION.]

6. "Quasi-judicial decisions" are those decisions where general law or policy are applied or affect an individual's property interests. Such decisions include but are not limited to preliminary and final plat approvals, conditional use permits, and exception and variance applications.
7. "Substantial evidence" means relevant evidence a reasonable mind might accept as adequate to support a conclusion.

SECTION 42. That KPB 21.20.230 is hereby amended as follows:

21.20.230. Jurisdiction.

- [A.] Unless a different appellate procedure is provided by this Code, the hearing officer is authorized to hear and decide appeals from quasi-judicial planning commission decisions.
- [B.] THE ASSEMBLY SHALL CONSIDER VACATION PETITIONS APPROVED BY THE PLANNING COMMISSION IN ACCORDANCE WITH THE PROCEDURES IN KPB CHAPTER 20.70.]

SECTION 43. That KPB 20.21.250 is hereby amended as follows:

21.20.250. Appeal of planning commission decision to hearing officer.

...

will be filed with the borough clerk. Proof of service of the entry of appearance upon each party shall be made in the manner prescribed in KPB 21.20.280(D). Any party filing an entry of appearance may file additional designations of error or other alternative requests for modification or reversal of the decision.

...

SECTION 44. That KPB 20.21.270 is hereby amended as follows:

21.20.270. Record on appeal.

- A. *Record; contents.* For the purposes of appeal, the record shall include:
1. The filed application or complaint which initiated the proceedings before the planning commission;
 2. All informational materials supplied to the commission or relied upon by the planning director or staff in making its report or recommendations to the planning commission;
 3. All informational materials which were entered into the record or minutes of the proceeding before the commission;
 4. The report of the initial investigation by the planning department, and where applicable the enforcement order or decision of the planning director;
 5. All testimony and all documents or other evidence received by the planning commission from the parties or other witnesses during the proceedings;
 6. The decision of the planning commission;
 7. The planning commission's findings of fact; and
 8. The minutes of the planning commission and a verbatim transcript of the planning commission hearing.
- B. *Record; preparation.* The planning department shall complete and file the transcript with the borough clerk within 30 days after the deadline for filing entries of appearance. The planning director shall certify the paginated and indexed record and minutes on appeal within 30 days after the deadline for filing entries of appearance. One copy of the record shall be provided to a party paying the filing fee. A copy shall also be provided to the applicant if the applicant is not the appellant. A notice of certification of record shall be provided to all parties by the borough clerk. Copies of the record may be

provided to other parties or any other persons upon payment of a handling charge in the amount listed in the most current Kenai Peninsula Borough Schedule of Rates, Charges and Fees.

- C. Appeal on the record; new evidence. Appeals to the hearing officer shall be on the record. No new evidence, or illustrative documents or attachments to written statements, may be filed without prior approval of the hearing officer after a showing by the moving party that there exists cause for supplementing the record and that even with due diligence the new evidence could not have been provided at the public hearing before the planning commission and a reasonable opportunity is provided for all other parties of record to submit comments on the request prior to the hearing officer's decision.

SECTION 45. That KPB 20.21.280 is hereby amended as follows:

21.20.280. Written statements.

- A. *Opening statement.* A party of record who entered an appearance in the appeal[APPELLANT, STAFF AND THE APPLICANT IF THE APPLICANT IS NOT THE APPELLANT] shall submit a written statement which shall be filed with the borough clerk within 20 days of the clerk issuing notice that a completed record and transcript have been filed. The written statement may include a statement of facts as derived from the record on appeal, a statement of the party's perception of the correctness of the planning commission decision, a list of asserted errors, and any citations to applicable statutes, ordinances, regulations or other legal authority for the position taken by the party to the appeal. Failure to timely submit the opening written statement will result in dismissal of that party from the appeal. Multiple parties may preserve their party status by filing a single written statement; however, the written statement must clearly identify all parties filing the single statement. The hearing officer may waive irregularities in the content of the notice of appeal or written statements. In appeals where staff does not enter an appearance, the staff overview may be provided in writing when opening statements are due.
- B. *Reply statement.* Each party filing an opening statement may submit a reply statement within 20 days of the filing deadline for the initial written statements. The reply shall be limited to response to matters specifically raised in the opening statement[RESPONDED TO]. A party [shall] may only file a single reply statement in response to all opening statements filed.
- C. *Extension.* The hearing officer, upon good cause shown, may grant an extension of time to any party or legal representative for the completion of any act required under this section, except for the filing of the notice of appeal, where the remaining parties will not appear to be unduly prejudiced by the delay. An extension permitted one party shall be extended to all

parties by notice from the borough clerk. Motions for extensions shall comply with the provisions of KP.B 21.20.280(D) and 21.20.300.

D. *Service.* Service of written statements shall be made on all parties of record for briefs and on parties permitted to file motions and respond to motions by KP.B 21.20.300. Service shall be made by the borough clerk either by mail or personal delivery within two business days of the filing deadline. Service by email or facsimile is permitted when the party to be served has affirmed in writing the acceptance of alternate forms of service.

E. *Additional written statements.* Unless the hearing officer requests supplemental written statements from the parties of record or staff, no additional written statements shall be accepted.

SECTION 46. That KP.B 20.21.300 is hereby amended as follows:

21.20.300. Motions.

A. *Parties.* Motions for continuances, shortened time, or other matters may be filed by the following parties and served in the manner prescribed by KP.B 21.20.280(D):

2. The applicant if that party is not the appellant;

3. A borough official if borough staff enters an appearance in the matter.

...

SECTION 47. That this ordinance is effective January 1, 2021.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2020.

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

11/10/20 Vote on motion to postpone to 12/01/20:

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

No: None

Absent: None

Yes:

Absent:

Kenai Peninsula Borough Planning Department

MEMORANDUM

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

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

FROM: Scott Huff, Planning Manager SA
Sean Kelley, Deputy Borough Attorney SK

DATE: November 19, 2020

SUBJECT: Second Amendment to Ordinance 2020-45, 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)

In response to comments received from the law firm Molloy Schmidt, the administration, planning, and legal staff met with Mr. Molloy and Ms. Schmidt to discuss and fully consider their concerns. Following that discussion, some wording changes to this amendment are proposed herein. All of the proposed changes are contained within Section 37 of Ordinance 2020-45.

[Please note the bold underlined language is new with deletions crossed out.]

1. Proposed Amendment #1 to Section 37

- Amend 20.65.010 as follows:

20.65.010. – Authority; Legislative intent; Scope

This chapter is enacted under the authority of AS 29.40. A vacation decision is a discretionary legislative land use decision. The purpose of this chapter is to establish procedures for the vacation of a platted public right-of-way, public area, or other public easement ~~dedicated depicted~~ on a borough approved plat, and to provide procedures for the alteration, including removal, of platted utility easements. This chapter does not apply to easements or property owned or held by a city or the borough in their proprietary capacity which may only be extinguished through the terms of the controlling document or applicable law. This chapter does not apply to private easements.

Explanation: This amendment is proposed to clarify that the borough’s vacation authority under this chapter is limited to platted dedicated public easements shown on a borough approved plat.

November 19, 2020
Page -2-
Second Amendment to O2020-45

2. Proposed Amendment #2 to Section 37

- Amend 20.65.020 as follows:

20.65.020. – Planning commission recommendation on state easements

The planning commission serving as the platting authority has no authority to vacate public easements under the jurisdiction of the state. The planning commission will provide a recommendation on proposed vacations of state-managed easements within the borough. Applications to vacate a section line easement or other public state-managed easements of the state must comply with KPB 20.65.040 and will be considered in accordance with KPB 20.65.050. The applicant is responsible for all submittals required by the state. Final authority for approval and platting of the vacation of any public easement under the jurisdiction of the state rests with the state.

Explanation: This addresses a concern that the term “state easements” is too broad and expansive. The proposed change limits the planning commission’s recommendation oversight to state-managed easements within the borough. The commenters also requested that the language “must comply with KPB 20.65.040 and will be considered in accordance with KPB 20.65.050” be struck because a recommendation should not have to follow the same requirements as a final decision to approve or deny a vacation. This amendment however does not propose striking that language at this time because the public may have some interest in retaining the state-managed public easement and to reach a well-informed recommendation it is prudent for the platting authority’s review to follow a standardized process.

3. Proposed Amendment #3 to Section 37

- Amend 20.65.050 as follows:

20.65.050. – Action on vacation application

- A. Staff shall review the application and supporting materials for compliance. If the application is incomplete, staff will return it to the applicant with a written list of deficiencies to be satisfied for acceptance.

- B. After acceptance of the application, staff will:
 - 1. Send notice of the proposed vacation and the public hearing in accordance with KPB 20.10.100.

 - 2. Prepare a staff report that evaluates the merits of the proposed vacation. Revisions to the application submitted subsequent to the preparation of the staff report and after notice is sent will not be considered at the scheduled public hearing. Any such revisions will be treated as a revised application under this chapter.

November 19, 2020
Page -3-
Second Amendment to O2020-45

C. An accepted application shall be placed on the agenda of a regularly scheduled planning commission meeting. The public hearing on the vacation may not be more than 60 days after acceptance of the application, unless the applicant requests postponement.

D. The planning commission shall consider the merits of each vacation request. ~~A platted dedication to public use of land or interest in land may be vacated if the dedication is no longer necessary for present or future public use, and in all cases the planning commission shall deem the area being vacated to be of value to the public. It shall be incumbent upon the applicant to show that the area proposed for vacation is no longer practical for the uses or purposes authorized, or that other provisions have been made which are more beneficial to the public.~~ In evaluating the merits of the proposed vacation, the planning commission shall consider whether:

1. The right-of-way or public easement to be vacated is being used;
2. A road is impossible or impractical to construct, and alternative access has been provided;
3. The surrounding area is fully developed and all planned or needed rights-of-way and utilities are constructed;
4. The vacation of a public right-of-way provides access to a lake, river, or other area with public interest or value, and if so, whether equal or superior access is provided;
5. The proposed vacation would limit opportunities for interconnectivity with adjacent parcels, whether developed or undeveloped;
6. Other public access, other than general road use, exist or are feasible for the right-of-way;
7. All existing and future utility requirements are met. Rights-of-way which are utilized by a utility, or which logically would be required by a utility, shall not be vacated, unless it can be demonstrated that equal or superior access is or will be available. Where an easement would satisfactorily serve the utility interests, and no other public need for the right-of-way exists, the commission may approve the vacation and require that a utility easement be granted in place of the right-of-way; and
8. Any other factors that are relevant to the vacation application or the area proposed to be vacated.

...

November 19, 2020
Page -4-
Second Amendment to O2020-45

The remaining subsections should be re-lettered accordingly.

Explanation: This proposed change addresses a concern that deeming the area being vacated to be “of value” could be problematic and hard to define. Upon further review, the public’s interests in the area vacated are protected by language added regarding present or future use and the 1-8 criteria provided. The proposed change adds a new number 8 to the criteria to provide for a catch-all for other factors the planning commission deems relevant to the vacation application

4. Proposed Amendment #4 to Section 37

- Amend 20.65.060 as follows:

20.65.060. Title to vacated area

....

- C. Other provisions of this subsection notwithstanding, the planning commission may determine that ~~all or~~ a portion of the area proposed to be vacated should be reserved a vacated area should be dedicated, for another public easement purpose, and if so, title to the area ~~vacated reserved~~ and held for another public easement purpose remains in the borough or city, as applicable.”**


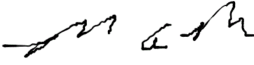
Explanation: A concern was raised that the language indicated the planning commission could re-dedicate the area vacated without the landowner’s consent. While the current language tracks code language used by other second class boroughs and is comparable to state statutory language, this proposed change attempts to clarify the intent of this section. The intent is that the planning commission, in deciding whether or not to vacate an area, may determine that the best option is to vacate a portion of the easement while retaining or reserving a portion for other public easement purposes, such as a utility easement or pedestrian access easement. This section would provide for partial vacations to avoid the scenario of “all or nothing” vacations. A partial vacation and/or reserving a smaller public easement within the public easement being vacated is not a taking. For example, the planning commission, while evaluating the merits of vacating a 60-foot wide dedicated right-of-way, may determine it is appropriate to retain 10 feet of the 60-foot wide right-of-way for pedestrian or utility purposes and vacate the remaining 50 feet of the right-of-way. This would be a permissible partial vacation.


Your consideration of these proposed amendments is appreciated.

Kenai Peninsula Borough Planning Department

MEMORANDUM

TO: Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor 
Marcus Mueller, Acting Planning Director 

FROM: Scott Huff, Planning Manager 

DATE: October 29, 2020

SUBJECT: Amendment to Ordinance 2020-45, 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)

At its meeting on October 12, 2020, the borough's planning commission unanimously voted to recommend the following amendment to Section 37 of Ordinance 2020-45. The amendment fixes a clerical error by adding text that was inadvertently omitted from the ordinance.

[Please note the bold underlined language is new.]

➤ Amend Section 37, as follows:

SECTION 37. That KPB Chapter 20.65, Vacations, is hereby enacted as follows:

CHAPTER 20.65 – VACATIONS.

...

20.65.070. Alteration of platted utility easements

...

H. Upon approval, the alteration of a utility easement can be finalized by either.

2. Recording of a utility easement alteration resolution. Upon approval of an alteration to a platted utility easement, not

October 29, 2020
Page -2-
Amendment to O2020-45


associated with the vacation of a right-of-way, not requiring transfer of title, or changing of boundary lines, a resolution may be adopted by the planning commission and recorded by the planning department within the time frame set out in the resolution to finalize the approval. The petitioner is responsible for the recording fees. **The resolution will require an exhibit drawing showing, and dimensioning, the utility easement alteration area. The exhibit drawing shall be prepared, signed and sealed by a licensed land surveyor.**

Your consideration of this amendment is appreciated.

MEMORANDUM

TO: Assembly President
Kenai Peninsula Borough Assembly Members

THRU: Charlie Pierce, Borough Mayor

FROM: Marcus A. Mueller, Acting Planning Director 

DATE: October 14, 2020

RE: Ordinance 2020-45: An ordinance amending Kenai Peninsula Borough Code of Ordinances including Chapter 2.40-Planning Commission, Title 20-Subdivisions, Chapter 21.20-Hearing & Appeals to correct grammatical errors, clarify and improve certain administrative procedures.

The Kenai Peninsula Borough Planning Commission reviewed the subject ordinance during their regularly scheduled October 12, 2020 meeting.

A motion passed by unanimous vote (8 Yes, 0 No, 2 Absent) to recommend the adoption of Ordinance 2020-45.

In addition the KPB Planning Commission made a motion passed by unanimous vote (8 Yes, 0 No, 2 Absent) to recommend additional language be added to KPB 20.65.07(H) of the ordinance; which staff will present in a separate amendment memo.

In the ordinance, please amend the last WHEREAS statement:

WHEREAS, at its meeting of October 12, 2020, the Planning Commission reviewed this ordinance and recommended approval by unanimous vote.

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

- *4. Plats Granted Final Approval (20.10.040) – None
- *5. Plat Amendment Requests – None
- *6. Commissioner Excused Absences
- *7. Minutes
 - a. September 28, 2020 Planning Commission Meeting

Vice Chair Ruffner asked if anyone present wanted to speak or had concerns about any of the items on the consent or regular agendas.

Hearing no one else wishing to comment, Vice Chair Ruffner returned the discussion to the Commission.

MOTION: Commissioner Carluccio moved, seconded by Commissioner Brantley to approve the consent agenda and the regular agenda.

MOTION PASSED: Seeing and hearing no discussion or objection, the motion passed by unanimous consent.

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

AGENDA ITEM D. OLD BUSINESS

1. Ordinance 2020-45, 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

Staff report given by Scott Huff.

PC Meeting: October 12, 2020

Since the last significant rewrite to the borough’s subdivision code in 2014, platting staff have found a number of provisions that would benefit from clarifying language. The amendments to KPB Title 20 (Title 20) and KPB 2.40 will improve the platting process and procedure and make Title 20 consistent with current law. Among technical changes to borough subdivision regulations, the amendments will add a new uniform notice section that will be applicable to all of Title 20.

The amendments will repeal KPB 20.70, Vacation Requirements, and replace that chapter with a new vacations chapter, KPB 20.65, Vacations. The new vacation chapter will clarify that only platted public easements may be vacated by the planning commission subject to consent or veto by the borough or a city, if the easement to be vacated is within a city. The new vacation chapter will include a utility easement alteration or removal section to improve the procedure for alteration of utility easements.

The amendments to KPB 21.20 seek to improve definitions and to clarify that hearing officer appeals are on the record appeals. The amendments also provide for a process of non-participation by the borough and to remove requirements for providing statements and motions even when the borough is not a participating party.

The KPB Planning Commission reviewed Ordinance 2020-____, Subdivisions, Hearings and Appeals Amendment Ordinance at the meeting of September 28, 2020. After the meeting KPB Platting staff and KPB Legal staff revised the ordinance as outlined below.

- Updated the title to add the word ‘AND’.
- Updated and completed the **WHEREAS** statements,
- Revise **SECTION 1** by removing AFTER NOTIFICATION and replacing with of date of distribution.

- Revise **SECTION 4** by adding a sentence to paragraph C so that the process to submit written comments is included on the notice that is sent to neighboring land owners.
- Revise **SECTION 4** by adding paragraph E. This section states that notice of any platting action must be sent by certified mail to any beneficial interest holder that is identified in the certificate to plat (title report).
 - E. Parties whose sole interest in the subdivision is as a beneficiary of a deed of trust, as shown on the certificate to plat, shall be sent certified mail notice by the planning department. If a beneficial interest holder does not respond within 30 days of the date of mailing indicating that the deed of trust either prohibits or allows the proposed platting action, or requires their signature on the plat, the plat may be approved. The owner may submit a letter of non-objection from the beneficial interest holder with the plat in lieu of the notice requirement. If the final certificate to plat shows additional beneficial interest holders, and they have not signed the plat or provided a letter of non-objection, the planning department will send them notice and give them a 30 day response time prior to approval of the final plat.
- Revise **SECTION 5** as follows
 - 20.10.100(F) to read, '... the permit will be valid for the life of the structure, or for a period of time set by the Planning Commission.'
 - 20.10.100(G) to read, 'The planning commission shall approve or deny a building setback encroachment permit. If approved, a resolution will be adopted by the planning commission and recorded by the planning department within the time frame set out in the resolution to complete the permit. The resolution will require an exhibit drawing showing, and dimensioning, the building setback encroachment permit area. The exhibit drawing shall be prepared, signed and sealed, by a licensed land surveyor.'
 - 20.10.100(H) to correct the reference of code for party of record from 20.90 to 21.20.210.
- Revise **SECTION 11** by adding 'all of' in the first sentence so that all listed requirements must be shown and revising paragraph G to read smoother.
- Revise **SECTION 17 and SECTION 18** to identify the specific paragraphs that are being edited.
- Revise **SECTION 21** by leaving in the word 'shall' and not replacing the word with 'may'. This change is per the request of the City of Soldotna. This change will require the KPB Planning Commission to apply city subdivision standards. Any issue with a city design standard will need to be worked out between the applicant and city. Any appeal of a city design standard will follow KPB 21.01.020(E) which reads, *The borough will not be responsible to defend against any claims for damages, or other liability arising from the exercise of any power by the city, the city advisory planning commission, or any administrative officer of the city.*
- Revise **SECTION 22 and SECTION 24** to identify the specific paragraphs that are being edited.
- Revise **SECTION 27** specifically
 - o 20.40.070(A)(3) to read, 'The minimum lot size necessary to maintain the applicable separation distance [SET OUT AT] pursuant to 18 AAC 72.020 from any part of the wastewater system.'
 - o 20.40.070(C) to read, 'If all lots in the subdivision are served by a wastewater treatment and disposal system within a home rule or general law city, then signature by a licensed engineer or surveyor is not required.'

- Revise **SECTION 29** to state that the request for an exception shall be in writing.
 - Revise **SECTION 37**,
 - o Add 'CHAPTER' to the title.
 - o Edit 20.65.070(H) to require an exhibit drawing, prepared by a licensed engineer, to be recorded along with a resolution when an alteration or removal of a utility easement has been approved by the KPB Planning Commission.
- H. Upon approval, the alteration of a utility easement can be finalized by either.
1. Recording of a subdivision plat which complies with Chapter 20.
 2. Recording of a utility easement alteration resolution. Upon approval of an alteration to a platted utility easement, not associated with the vacation of a right-of-way, not requiring transfer of title, or changing of boundary lines, a resolution may be adopted by the planning commission and recorded by the planning department within the time frame set out in the resolution to finalize the approval. The petitioner is responsible for the recording fees. The resolution will require an exhibit drawing showing, and dimensioning, the utility easement alteration area. The exhibit drawing shall be prepared, signed and sealed, by a licensed land surveyor.

Mr. Huff noted that the "edit" language in the second bullet point under Section 37 was not included in the ordinance before them tonight and would request that the commission amend their motion to include this language.

END OF STAFF REPORT

Vice Chair Ruffner opened the meeting for public comment.

Hearing no one wishing to comment Vice Chair Ruffner closed public comment and discussion was opened amount the commission.

Vice Chair Ruffner noted that there was a motion on the floor from the 9/28/20 meeting but he would entertain an amendment motion to add the additional language recommended by Mr. Huff.

MOTION: Commissioner Morgan motioned, seconded by Commissioner Ecklund to recommend to the Assembly the approval of Ordinance 2020-45 (from 9/28/20).

AMENDMENT MOTION: Commissioner Bentz motioned, seconded by Commissioner Venuti to recommend the following language be added to the ordinance: The resolution will require an exhibit drawing showing, and dimensioning, the utility easement alteration area. The exhibit drawing shall be prepared, signed and sealed, by a licensed land surveyor.

AMENDMENT MOTION PASSED: Seeing and hearing no discussion or objection, the motion passed by unanimous vote.

Yes	8	No	0	Absent	2
Yes	Bentz, Brantley, Carluccio, Fikes, Gillham, Martin, Morgan, Ruffner, Venuti				
No	None				
Absent	Ecklund, Martin				

MOTION PASSED: Seeing and hearing no discussion or objection, the motion passed by unanimous vote.

Yes	8	No	0	Absent	2
Yes	Bentz, Brantley, Carluccio, Fikes, Gillham, Martin, Morgan, Ruffner, Venuti				
No	None				
Absent	Ecklund, Martin				

Kenai Peninsula Borough Legal Department

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor *JCB*

FROM: Marcus Mueller, Acting Planning Director *[Signature]*
Scott Huff, Platting Manager *SA*
Sean Kelley, Deputy Borough Attorney *SK*

DATE: October 1, 2020

SUBJECT: Ordinance 2020-45, 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)

Since the last significant rewrite to the borough's subdivision code in 2014, platting staff have found a number of provisions that would benefit from clarifying language. The amendments to KPB Title 20 (Title 20) and KPB 2.40 will improve the platting process and procedure and make Title 20 consistent with current law. Among technical changes to borough subdivision regulations, the amendments will add a new uniform notice section that will be applicable to all of Title 20.

The amendments will repeal KPB 20.70, Vacation Requirements, and replace that chapter with a new vacations chapter, KPB 20.65, Vacations. The new vacation chapter will clarify that only platted public easements may be vacated by the planning commission subject to consent or veto by the borough or a city, if the easement to be vacated is within a city. The new vacation chapter will include a utility easement alteration or removal section to improve the procedure for alteration of utility easements.

The amendments to KPB 21.20 seek to improve definitions and to clarify that hearing officer appeals are on the record appeals. The amendments also provide for a process of non-participation by the borough and to remove requirements for providing statements and motions even when the borough is not a participating party.

A sectional analysis of all the changes included in this ordinance is attached.

Your consideration of this ordinance is appreciated.

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly
Blair Martin, Planning Commission Chair
Members, Kenai Peninsula Borough Planning Commission

FROM: Sean Kelley, Deputy Borough Attorney
Scott Huff, Platting Manager
Marcus Mueller, Acting Planning Director

CC: Charlie Pierce, Mayor

DATE: October 1, 2020

SUBJECT: Ordinance 2020-45, Subdivisions, Hearings and Appeals Amendment
Ordinance **Sectional Analysis**

The following provides a sectional analysis of the amendments to the subdivision regulations and KPB Chapter 21.20, Hearings and Appeals.

Section 1 amends KPB 2.40.080 to clarify that the planning commission's delegation of powers to the plat committee is done in its capacity as the platting board, to change the time to file a request for review from ten days to fifteen days, and to establish that any person or agency sent a notice of decision may request review by the full planning commission.

Section 2 amends KPB 20.10.040 clarifying when an abbreviated plat procedure may be used and adds a cross reference to KPB 20.40.

Section 4 adds a new section KPB 20.10.100 to provide a uniform notice section for public hearings under Title 20.

Section 5 adds a new section KPB 20.10.110 to establish a building setback encroachment application and permit process. Currently an exception is granted to allow a building to remain within a building setback on all recorded plats. Platting exceptions are allowed only at time of preliminary plat approval. This will allow a process to review and grant (or deny) permission for a building to remain within a building setback within already platted subdivisions.

Section 6 adds a new section KPB 20.10.120 to provide for a notice of decision section to include the persons or agencies that will be sent a notice of decision.

Section 7 amends KPB 20.25.020 to clarify that the submission of a preliminary plat is the responsibility of a licensed land surveyor.

Section 8 amends KPB 20.25.030 to clarify that the planning director will determine the number of copies and format for preliminary plat submissions and this number will be noted on the submittal application.

Section 9 amends KPB 20.25.050(A) to recognize that platting powers have not been delegated but that such powers may be delegated to the cities upon request, amends KPB 20.25.050(B) & (E) to eliminate 49-day deadline for city advisory planning commission review of preliminary plat, and amends KPB 20.25.050(F) to state that a final plat may not deviate from a preliminary plat unless the city has approved the revision.

Section 10 amends KPB 20.25.060, applicable to second class cities, the changes are similar to section 9 by removing the 49-day deadline for city review of a preliminary plat and removing reference to delegation of limited platting authority.

Section 11 amends KPB 20.25.070 to require that the parent plat name be carried forward on the preliminary plat, to clarify that the preliminary plat must identify existing travel ways, to require the plat show the status of neighboring parcels within 100 feet to assist within planning for street intersections and future development, and to show low wet or swampy areas to assist owners plans for prudent placement of structures, wells, septic systems, and rights-of-way.

Section 12 repeals KPB 20.25.090 due to new uniform notice section KPB 20.10.100 proposed in this ordinance.

Section 13 amends KPB 20.25.110 to clarify the approval time frame of the preliminary plats, the expiration of preliminary plat, the number of extensions that may be granted, and to put the subdivider on notice when a preliminary plat is granted a time extension the final plat must comply with current subdivision code.

Section 14 conforms KPB 20.25.120 to the KPB 2.40.080 amendments regarding deadline for filing a request for review of a plat committee decision. A section is being added to codify that preliminary plats approved prior to February 14, 2014 (prior code which contained no time expiration) will now have ten years from

date of approval to record the plat, update to current code, or have the approval expire after 10 years.

Section 15 amends KPB 20.30.060(D) clarifies the placement of a ten-foot utility easement within borough rights-of-way and states that within the boundaries of a city the city and applicable utility providers will determine location, and/or width of utility easements.

Section 16 repeals KPB 20.30.110, half streets, in recognition that applicable half street language is moved to KPB 20.30.120.

Section 17 amends KPB 20.30.120(A) to move the half street requirements to fall within the street width requirements of code and to change the notice to adjoining property owners to be consistent with KPB 2.40.080.

Section 18 amends KPB 20.30.150(B) to add requirement that distance between street centerlines shall be no less than 150 feet.

Section 19 amends KPB 20.30.240(A) to clarify that the building setback requirement applies to all dedicated rights-of-ways and to add a plat note when a subdivision is affected by a local option zoning district.

Section 20 amends KPB 20.30.250 to allow completion of new plats without requiring an exception to KPB 20.30.240 when the recorded plat shows a building set back. This will remove the requirement for an exception request to not carry forward a plat note that no longer applies. Currently this often affects simple replats within cities with zoning powers. The change will help simplify the platting process.

Section 21 amends KPB 20.30.270 to clarify that the different design standards in cities may be applied by the planning commission even if platting powers haven't been delegated to that specific city.

Section 22 amends KPB 20.30.280(C) to clarify the applicable provision of floodplain management code that must be followed for subdivision plats.

Section 23 amends KPB 20.30.290 to conform to KPB 21.18 by adding the word "waters" to provide the correct title and description for the applicable plat note.

Section 24 amends KPB 20.40.020(A)(3) to clarify that a vacation is not limited to dedicated right-of-way vacations and to correct cross reference to new KPB 20.65.

Section 25 amends KPB 20.40.030 to remove the nominal five acre description from the abbreviated submittal for the wastewater review to eliminate confusion and adds a cross reference to KPB 20.40.100(F).

Section 26 amends KPB 20.40.040 to remove reference to borough regulatory requirements because the borough does not regulate the installation of septic systems and adding a plat note so that owners are aware that a soils analysis report is on file with the borough which is beneficial when planning for the installation of a septic system.

Section 27 amends KPB 20.40.070 by adding a new paragraph C to clarify that a licensed engineer or surveyor does not have to sign the wastewater disposal note for subdivisions served by city septic systems.

Section 28 amends KPB 20.40.100 to align with changes to 20.40.030 by removing reference to nominal five acres and replacing it with 200,000 square feet.

Section 29 amends KPB 20.50.010(A) to clarify that an exception may be requested without a formal application process.

Section 30 adds a new section KPB 20.60.025 requirement that the final plat filing fee must accompany the submission of the final plat.

Section 31 amends KPB 20.60.070 to conform with State of Alaska (DNR) platting recommendations and to clarify drawing standards to be followed (colors should not be used, appropriate drawing scales, and the appropriate font size) so that recorded plats are legible and can be reproduced in the future.

Section 32 amends KPB 20.60.110 to provide that non-radial lot lines must be labeled to provide useful information to owners and subsequent surveyors, to label computed data where lines were not measured, and to add clarification to situations where a discrepancy is found between survey markers and/or to show how new survey marker locations were established.

Section 33 amends KPB 20.60.130 to define that the boundary of the subdivision must be established and clearly shown on the drawing.

Section 34 amends KPB 20.60.170 to clarify that private covenants, easements, or deed restrictions will be shown on plat when known but that they are not enforced or regulated by the borough, and to add a requirement that subdivision plats must confirm to applicable local option zone requirements.

Section 35 amends KPB 20.60.180 to add a new paragraph B regarding plat note revision or removal.

Section 36 amends KPB 20.60.210 to add a new paragraph E to require notification to the owner(s) of the affected lot and/or owners in the subdivision when a request to amend a record plat is received.

Section 37 adds a new chapter KPB 20.65, Vacations, to borough code.

- **KPB 20.65.010** provides authority, legislative intent, scope and purpose of the chapter to clarify that the chapter only applies to platted public easements or areas. The chapter does not apply to private easements or easements created by contract, deed, or Alaska Statute.
- **KPB 20.65.020** provides for a planning commission recommendation on the vacation of state easements.
- **KPB 20.65.030** provides that vacations must conform to requirements of KPB 20.65 and AS 29.40.120 through AS 29.40.160.
- **KPB 20.65.040** provides for an informal pre-application conference with borough staff and provides the requirements for a complete application.
- **KPB 20.65.050** provides the procedure to be followed, the criteria for evaluating the merits of a vacation application, that approval of a vacation is not final without the consent of city council or assembly, as applicable, that a planning commission denial is final and that as a legislative act appeals of a vacation decision must be filed in Alaska Superior Court.
- **KPB 20.65.060** addresses title to the vacated area.
- **KPB 20.65.070** concerns process and procedure for alteration, including removal, of platted utility easements.

Section 38 repeals KPB 20.70, Vacation Requirements, as this chapter is replaced by new vacations chapter KPB 20.65.

Section 39 amends KPB 20.80.040 to conform cross reference to KPB 20.65.

Section 40 amends KPB 20.90.010 definitions.

Section 41 amends KPB 21.20.210 definitions to clarify that a party must own property within the notification radii to appeal a planning commission decision to a hearing officer.

Section 42 amends KPB 21.20.230(B) to remove confusion regarding assembly consideration of vacation approvals as that is covered in full by new KPB 20.65.050.

Section 43 amends KPB 21.20.250 to provide for a process of non-participation by the borough when only private interests are being litigated.

Section 44 amends KPB 21.20.270 to clarify that KPB 21.20 appeals are appeals on the record and new evidence will not be admitted without cause.

Section 45 amends KPB 21.20.280 for clarification regarding who must submit an opening statement and to clarify when additional written statements are allowed.

Section 46 amends KPB 21.20.300 to clarify that the borough may only file motions if it enters an appearance in the matter.

Section 47 sets the effective date of this ordinance.

Introduced by:

Date: 12/01/20

Action:

Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-079**

A RESOLUTION CONFIRMING APPOINTMENTS TO NON-BOROUGH BOARDS

WHEREAS, it is the duty of the Assembly President to make certain appointments and/or nominations to various borough and non-borough boards, commissions and committees; and

WHEREAS, the Borough Assembly's adopted Rules of Procedure (Resolution 96-020) require Assembly confirmation of all appointments to non-borough committees and boards by resolution;

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

SECTION 1. That the appointments listed below are confirmed as follows:

Kenai Peninsula Economic Development District

Tyson Cox, term to expire with office

Kenai Peninsula Tourism and Marketing Council

Lane Chesley, term to expire with office

Kenai Peninsula College Council

Brent Johnson, term to expire June, 2023

SECTION 2. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST DAY OF DECEMBER, 2020.

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Introduced by: Dunne
Date: 12/01/2020
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-080**

**A RESOLUTION REQUESTING THE ALASKA DEPARTMENT OF
TRANSPORTATION AND PUBLIC FACILITIES TO INITIATE SAFETY AND SPEED
LIMIT STUDIES ON OHLSON MOUNTAIN ROAD NEAR HOMER**

WHEREAS, residents living in the vicinity of Olson Mountain Road recently brought traffic safety concerns to the Kachemak Bay Advisory Planning Commission; and

WHEREAS, Ohlson Mountain Road is used extensively by pedestrians and bicyclists year-round; and

WHEREAS, Ohlson Mountain Road provides access to a number of summer and winter recreation areas including hiking trails, cross country and downhill ski areas; and

WHEREAS, newly platted subdivisions will result in further residential development and concomitant increases in both vehicular traffic and pedestrian use of Ohlson Mountain Road; and

WHEREAS, increased commercial truck traffic has exacerbated safety concerns; and

WHEREAS, there is currently only one speed limit sign for over four miles of road; and

WHEREAS, Alaska Department of Transportation and Public Facilities ("AK DOTPF") will initiate safety and speed limit studies at the request of communities and local government; and

WHEREAS, AS 19.10.072 establishes procedures for determining safe speed limits and zones, and requires the department to consider in order of priority listed:

- (1) neighborhood safety, including the presence of children and pedestrian traffic;
- (2) the presence of schools, houses, parks and crosswalks;
- (3) the presence of driveways, parked vehicles, and multiple turn location;
- (4) that speed at which safe and prudent drivers could pass through the speed zone; and
- (5) the effectiveness of local enforcement of the speed zone; and

WHEREAS, the Kachemak Bay Advisory Planning Commission held two public hearings on this issue and at its November 5, 2020 meeting unanimously recommended asking the AK DOTPF to initiate a safety and speed limit study;

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

SECTION 1. The Kenai Peninsula Borough Assembly requests the AK DOTPF initiate an engineering and traffic investigation study for Ohlson Mountain Road to investigate methods that would encourage slower and safer vehicle traffic including additional signage, street stencils, warnings and appropriate speed limit zones.

SECTION 2. That copies of this resolution shall be sent to Marc Luiken, Commissioner of Alaska DOTPF, Tammy Kramer Governor’s Representative for Highway Safety, Scott Thomas, P.E., CR Traffic-Safety Engineer for Alaska DOTPF, Representative Sarah Vance, and Senator Gary Stevens.

SECTION 3. This resolution shall become effective immediately upon adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST DAY DECEMBER 2020.

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Assembly

MEMORANDUM

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

FROM: Willy Dunne, Assembly Member *WD*

DATE: November 19, 2020

RE: Resolution 2020-080, Requesting the Alaska Department of Transportation and Public Facilities to Initiate Safety and Speed Limit Studies on Ohlson Mountain Road Near Homer (Dunne)

Residents of the Ohlson Mountain Road area have asked the Kenai Peninsula Borough Assembly and the local Advisory Planning Commission to encourage the State of Alaska to initiate safety and speed limit studies for this state-owned road located outside of Homer. The State DOT has a process to conduct such studies which begins with requests from the local community and local government. The resolution would act as a formal request from local government.

The Kachemak Bay Advisory Planning Commission discussed this issue at their October 8, 2020 meeting and unanimously passed a resolution of support at their November 5, 2020 meeting.

The area adjacent to Ohlson Mountain Road is largely residential and the road itself is used extensively by pedestrians and bicyclists year-round. During the winter, nearby cross-country ski trails and a small downhill ski area result in additional traffic and pedestrian use. Recent expansion of a gravel extraction site has resulted in an increase of commercial truck traffic, increasing safety concerns of local residents.

This resolution would ask the State of Alaska to initiate safety and speed limit studies to investigate methods that would encourage slower and safer driving including additional signage, street stencils, warnings and appropriate speed limits.

I would appreciate your support.

Introduced by:

Date: 12/01/20

Action:

Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-081**

**A RESOLUTION ASKING THE NORTH PACIFIC FISHERY MANAGEMENT
COUNCIL NOT TO ADOPT ALTERNATIVE 4, WHICH WOULD PROHIBIT
COMMERCIAL FISHING IN THE COOK INLET EXCLUSIVE ECONOMIC ZONE**

WHEREAS, the Magnuson-Stevens Fishery Conservation and Management Act (Magnuson-Stevens Act or MSA) directs the North Pacific Fishery Management Council (Council) to prepare a fishery management plan for each fishery under its authority that requires conservation and management; and

WHEREAS, the Council is considering an action at its December 4, 7-11, 2020 meetings that would select a preferred alternative to amend the Fishery Management Plan for the salmon fisheries that occur in waters of Cook Inlet; and

WHEREAS, the Council is considering four alternatives that would affect commercial salmon fishing in the Cook Inlet Exclusive Economic Zone (EEZ); and

WHEREAS, the commercial fishing industry has been an important economic activity for 138 years, providing many jobs for Kenai Peninsula residents; and

WHEREAS, the commercial fishing industry provides a large tax base for the Kenai Peninsula Borough in the form of property taxes, personal property taxes and raw fish tax; and

WHEREAS, commercial fishing in the EEZ has occurred to some extent for over a hundred years, it has been a main area for salmon harvest since 1947; and

WHEREAS, for the existing processors to produce a high quality product it is important that they receive fish in an orderly and timely fashion; and

WHEREAS, the drift fleet in Cook Inlet is an integral gear group that has a substantial harvest in the lower inlet (overlapping with the EEZ); and

WHEREAS, Alternative 4 was introduced at the October 12, 2020 meeting, after public testimony had concluded, just before the end of this agenda item, and has not been publicly vetted; and

WHEREAS, the local borough government has expressed interest in maintaining a healthy economy and jobs would be reduced if Alternative 4 were adopted; and

WHEREAS, if Alternative 4 is adopted it would eliminate jobs in the commercial fishing and processing sectors, and eliminate jobs in all the support industries and cause harm to all the coastal communities in the Kenai Peninsula Borough;

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

SECTION 1. That the Kenai Peninsula Borough Assembly asks the North Pacific Management Council not to adopt alternative 4.

SECTION 2. That this resolution takes effect immediately upon adoption.

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Assembly

MEMORANDUM

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

FROM: Brent Johnson, Assembly Member BJ

DATE: November 19, 2020

RE: Resolution 2020-081: A Resolution Asking the North Pacific Fishery Management Council not to Adopt the Alternative 4, which would Prohibit Commercial Fishing in the Cook Inlet Exclusive Economic Zone (Johnson)

Resolution 2020-081 asks the North Pacific Fishery Management Council (Council) not to consider Alternative 4 of the Fishery Management Plan (FMP) for the Salmon Fisheries in the Exclusive Economic Zone (EEZ) of Cook Inlet.

Several years ago United Cook Inlet Drift Association (UCIDA) and Cook Inlet Fisherman's Fund (ClFF) filed a lawsuit requesting that the National Marine Fisheries Service (NMFS), the federal agency in charge of all anadromous fish species, follow the directive of the Magnuson-Stevens Act and fulfill its federally mandated oversight role in managing all Cook Inlet salmon stocks. That lawsuit ascended the courts to the U.S. Supreme Court, where the fishing groups won. As a result of that decision by the courts, the National Marine Fishery Service (NMFS) and the Council and stakeholders have spent 3 years trying to work out the details for an FMP that complies with the federal law and the court order. The Council will take final action on the new FMP at their meeting that takes place December 4 and December 7-11 of this year.

On October 12, near the end of the last Council meeting, the Alaska Department of Fish & Game Deputy Commissioner introduced a 4th Alternative for the Council to consider for the new FMP. Alternative 4 would close all federal waters in Cook Inlet to commercial fishing. Federal water in Cook Inlet is the southern half of the Inlet, including almost everything south of Kalgin Island that is more than three miles from shore. This would close primary fishing areas traditionally used by drift fishers for over 70 years.

Introduced by: Mayor
Date: 12/01/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-082**

**A RESOLUTION SUPPORTING THE TRANSPORTATION PRIORITIES TO BE
CONSIDERED FOR GRANT FUNDING TO BE SUBMITTED TO THE STATE OF
ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES**

WHEREAS, people with specialized transportation needs have rights to mobility; and

WHEREAS, individuals with limited incomes and people with disabilities rely heavily, sometimes exclusively, on public and specialized transportation services to live independent and fulfilling lives and these services are essential for travel to work and medical appointments, to run essential errands, or simply to take advantage of social or cultural opportunities; and

WHEREAS, under the Moving Ahead for Progress in the 21st Century Act (MAP-21), projects funded by Federal Transit Administration (FTA) Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities Program must be included in a locally developed, coordinated public transit-human services transportation plan; and

WHEREAS, the Alaska Department of Transportation and Public Facilities requires any human service transit projects funded by the Alaska Mental Health Trust to also be included in a coordinated public transit-human services transportation plan; and

WHEREAS, the borough supported the “2019 Kenai Peninsula Coordinated Public Transit-Human Services Transportation Plan” by way of Resolution 2019-045; and

WHEREAS, the FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program provides operating and capital assistance funding to provide transit and purchase of services to private nonprofit agencies, federally recognized tribes, and to qualifying local public bodies that provide specialized transportation services to elderly persons and to persons with disabilities; and

WHEREAS, Alaska Mental Health Trust provides grants to private non-profit agencies, federally recognized tribes and to qualifying local public bodies that serve community transit needs of trust beneficiaries, namely Alaskans who experience mental illness, developmental disabilities, chronic alcoholism with psychosis or Alzheimer's disease and related dementia through funding for operating assistance, purchase of services, capital and coordinated transportation system planning; and

WHEREAS, a local transportation committee consisting of seniors, individuals with disabilities, representatives of public, private, and non-profit transportation and human services providers and participation by other members of the public met on November 12, 2020; and

WHEREAS, this committee reviewed and recommended the prioritization of projects as presented by the Independent Living Center, Inc. (“ILC”) finding the first priority is the ILC Supported Transportation Voucher Program for the Central Kenai Peninsula, the second priority is the ILC Supported Transportation Voucher Program for Homer and the Anchor Point Area, and the third priority is the ILC Supported Transportation Voucher Program for the Seward Area; and

WHEREAS, the full funding of these projects as presented by ILC will be beneficial to more individuals living on the Central, Southern and Eastern Kenai Peninsula; and

WHEREAS, these project priorities will be submitted to the State of Alaska Department of Transportation and Public Facilities to be considered for grant awards through state and federal grant programs;

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

SECTION 1. That the Kenai Peninsula Borough Assembly supports the Independent Living Center, Inc.’s pursuit of state and federal grant funding opportunities.

SECTION 2. That the Kenai Peninsula Borough Assembly supports the local transportation committee’s recommended prioritization of transportation project applications including the first priority as the ILC Supported Transportation Voucher Program for the Central Kenai Peninsula, the second priority as the ILC Supported Transportation Voucher Program for the Homer and Anchor Point Area, and the third priority as the ILC Supported Transportation Voucher Program for the Seward Area.

SECTION 3. This resolution shall become effective immediately upon adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST DAY OF DECEMBER, 2020.

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Community & Fiscal Projects Manager

MEMORANDUM

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

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

FROM: Brenda Ahlberg, Community & Fiscal Projects Manager *Ba*

DATE: November 19, 2020

SUBJECT: Resolution 2020-082, Supporting the Transportation Priorities to be Considered for Grant Funding to be Submitted to the State of Alaska Department of Transportation and Public Facilities (Mayor)

This resolution supports the local transportation committee's efforts to prioritize projects identified in the Kenai Peninsula Coordinated Transportation Plan as updated in 2019. The committee is made up of diverse stakeholders, including nonprofit, medical, tribal, governmental, private business and agencies, transportation providers and users of public transportation.

The prioritized projects will be submitted by the Independent Living Center, Inc. to the Alaska Department of Transportation for the purpose of applying for federal pass-through funding from Federal Transit Administration programs as well as the Alaska Mental Health Trust. The Independent Living Center, Inc. was the only organization that presented applications to the committee for consideration and ranking.

The prioritized projects must be supported by a local governing body for the projects to be eligible for federal and state transit funding. This resolution requests such support and has no fiscal note attached for the borough assembly.

Introduced by: Mayor
Date: 12/01/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-083**

**A RESOLUTION AMENDING THE SPENDING PLAN FOR CARES ACT
CORONAVIRUS RELIEF FUNDS RECEIVED FROM THE STATE OF ALASKA, TO
SUPPLEMENT AUDIO VIDEO CAPABILITIES TO ALLOW REMOTE MEETINGS
AT THE DONALD E. GILMAN KENAI RIVER CENTER, KENAI PENINSULA
BOROUGH SCHOOL DISTRICT TELEPHONY PROJECT, STUDENT HOME-TO-
SCHOOL TRANSPORTATION COSTS AND FUNDING TO SUPPORT PRESUMED
COVID-19 EDUCATION-RELATED EXPENDITURES**

WHEREAS, the Alaska State Legislature has provided funding to the Kenai Peninsula Borough through the Coronavirus Relief Fund (CRF), a pass-through program authorized by federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

WHEREAS, Resolution 2020-047 approved the Coronavirus Relief Fund Spending Plan (“spending plan”) for the funding to the borough in the total amount of \$37,458,449.47 and Resolutions 2020-056, 2020-057, 2020-069, 2020-070, 2020-071 and 2020-076 approved numerous amendments to the spending plan to meet project developments; and

WHEREAS, this seventh amendment to the spending plan will utilize \$10,000 from the CAR08 project to provide for audio/video capabilities in the conference room for the Donald E. Gilman River Center; and

WHEREAS, this amendment to the spending plan will transfer \$23,341 from lapsed project funds in all other CAR project codes to CAR21 to provide funds to the Kenai Peninsula Borough School District (School District) as a subgrantee to support telework voice calling support in response to COVID-19 telework situations; and

WHEREAS, this amendment to the spending plan indicates that if the aggregate lapsed CAR project funds are less than or equal to \$3,481,884, that up to \$1,740,942 or 50% will be transferred to CAR21 to provide funds to the Kenai Peninsula Borough School District as a subgrantee to support student home-to-school transportation and up to \$1,740,942 or 50% will be applied towards the existing local contribution; and

WHEREAS, this amendment to the spending plan indicates that if the aggregate lapsed CAR project funds are greater than \$3,481,884, but less than \$3,852,034 then the amount of up to \$1,740,942 will be transferred to CAR21 to provide funds to the Kenai Peninsula Borough School District as a subgrantee to support student home-to-school transportation and up to \$2,111,091 may be transferred to CAR21 to provide funds to the Kenai Peninsula Borough School District to support COVID-19 related expenditures substantially different than originally expected in such a line item, allotment, or allocation; and

WHEREAS, the Kenai Peninsula Borough is also recognizing that the School District has utilized a significant portion of the current FY2021 local contribution for expenditures significantly different than that of the originally intended use when the contribution was made, allowing the Kenai Peninsula Borough to utilize CARES funding for that portion as long as they continue to meet the minimum required contribution per State of Alaska statute and the \$45 million floor established in Resolution 2020-027 with general fund local monies; and

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

SECTION 1. That the assembly hereby approves the portion of the Coronavirus Relief Fund Spending Plan – Amended December 1, 2020, spending \$10,000 from CAR08 on remote meeting audio/video capabilities, transferring \$23,341 from lapsed CAR project funds to CAR21, and transferring up to \$3,481,884 from lapsed CAR project funds to CAR21 of which 50% will be provided for transportation over and above the local contribution for fiscal year 2021 and 50% will be applied towards the existing local contribution, providing the original \$50 million payment to the School District through two funding sources.

SECTION 2. That the assembly hereby approves the portion of the Coronavirus Relief Fund Spending Plan – Amended December 1, 2020, providing that if the lapsed CAR project funds are greater than \$3,481,884 and less than \$3,852,034, that up to \$1,740,942 will be transferred from lapsed CAR project funds to CAR21 to provide for transportation over and above the local contribution for the fiscal year 2021 and the remaining amount up to \$2,111,091 will be applied towards the existing local contribution, providing the original \$50 million payment to the School District through two funding sources.

SECTION 3. That the assembly hereby reduces the General Fund transfer Local Contribution to the School District account 100.94910.50241 to account Transfer in from the General Fund 241.38100 by up to \$2,111,091, equal to the Coronavirus Relief Funds provided to the School District to support COVID-19 related expenditures substantially different than originally expected in such a line item, allotment in Sections 1 or 2.

SECTION 4. That this resolution shall take effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST DAY OF DECEMBER 1, 2020.

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Community & Fiscal Projects

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: Brenda Ahlberg, Community & Fiscal Projects Manager *BA*
Brandi Harbaugh, Finance Director *BH*

DATE: November 19, 2020

RE: Resolution 2020-083, Amending the Spending Plan Approved for CARES Act Coronavirus Relief Funds Received from the State of Alaska, to Supplement Audio Video Capabilities to Allow Remote Meetings at the Donald E. Gilman Kenai River Center, Kenai Peninsula Borough School District Telephony Project, Student Home-to-School Transportation Costs and Funding to Support Presumed COVID-19 Education-Related Expenditures (Mayor)

This resolution, upon approval, is the seventh amended plan to the borough's Coronavirus Relief Fund Spending Plan (CRF). The amended plan addresses four budget revisions.

1. Audio Video Capabilities: Provide \$10,000 toward audio/video capabilities in the conference room located at the Donald E. Gilman River Center, using the CAR08 "Tech-Remote Meeting Integration" funds originally approved for audio/video capabilities in the assembly chambers.

On October 27, 2020, the Kenai Peninsula Borough School District ("School District") requested additional CARES Act funding to support the District in two areas, telephony and student transportation;

2. Educational Request for Telephony Costs (CAR21): Provide funds up to \$23,341 to the School District for a Microsoft Teams Telephony project. This provides for telework voice calling support to the existing audio/video platform in response to COVID-19 telework situations.
3. Educational Request for Transportation Costs (CAR21): Provide funds up to \$1,740,942 to the School District to support student home-to-school

Page -2-
 November 19, 2020
 RE: R2020-_____

transportation. The State of Alaska transportation funding has been cut as a result of fewer students in our brick and mortar schools due to the shift to homeschooling.

4. Educational COVID-19 Related Costs (CAR21): Provide funding of up to \$2,111,091 to utilize the presumptive assumption that \$500/per student has been spent by the School District on COVID-19 related expenditures and that these expenditures are for a substantially different use than originally expected in such a line item, allotment, or allocation.

Therefore, amounts up to the following per CARXX project codes listed below may be transferred to CAR21 project to be distributed to the School District for COVID-19 related expenditures. Up to \$3,481,884 may be distributed to the School District, of which 50% will be provided for transportation over and above the local contribution amount for FY2021 and 50% will be applied towards the existing local contribution, providing the original \$50 million payment to the School District through two funding sources. If the CARXX amount available is greater than \$3,481,884 and less than \$3,852,034, up to \$1,740,942 may be provided for transportation over and above the local contribution and the remaining will be applied toward the local contribution to provide fiscal relief for the area wide taxpayers of the borough. This recognizes that the remaining amount paid to the School District with general fund funds as the FY2021 local contribution may not fall below the minimum required contribution per the State of Alaska Statute or the \$45 million floor established in Resolution 2020-027.

Segment	Account Number	Estimated up to Remaining Dollars
CAR01	GRANTS TO SMALL BUSINESS/NONPROFIT/SR CENTERS	\$ 699,270
CAR02	SINGLE AUDIT FEES	5,000
CAR03	REIMB HOSPITAL COSTS	-
CAR04	VOLUNTEER FIRE & EMS	-
CAR05	FIRE & EMS SA PERSONNEL COSTS	-
CAR06	KPB EMERG RESPONSE-PPE-PERSONNEL	248,770
CAR07	ABSENTEE VOTE BY MAIL	469,679
CAR08	TECH-REMOTE MEETING INTEGRATION	2,987
CAR09	TECH-COMMUNICATIONS TOWER SITE DVLPMNT	1,062,109
CAR10	TECH-RETROFIT ASSEMBLY CHAMBERS	58,185
CAR11	KPBSD RESPONSE & PREPAREDNESS	42,533
CAR12	HOSPITAL TESTING EQUIPMENT	-

Page -2-
 November 19, 2020
 RE: R2020-_____

CAR13	RETROFIT KPB FACILITIES	452,558
CAR14	TECH-IMT REMOTE WORK-PC UPGRADES	45
CAR15	TECH-REMOTE WORK KITS FOR TELEWORK	63,349
CAR16	GIS UPDATE FOR REMOTE ASSESSMENT	17,936
CAR17	TECH-911 BACKUP DISPATCH ANSWERING CENTER	59,301
CAR18	TECH-COMMUNICATIONS ENGINEERING ANALYSIS	12,506
CAR19	GRANTS TO SMALL BUSINESS-2ND DISTRIBUTION/CONTINGENCY	1,024,377
CAR20	SOLID WASTE DEBRIS/SLASH DISPOSAL	139,379
CAR21	FY21 KPB RESPONSE-PPE-PERSNL & RECOUP LOST REVENUE	1,569,987
CAR22	CITY ALLOCATION	-
CAR23	HOUSING RELIEF PROGRAM	500,000
CAR24	POPPY LANE FACILITY SOCIAL DISTANCING RETROFIT	216,901
	Totals:	\$ 6,644,873

This will allow the School District to utilize the presumptive assumption that up to \$500 per student has been spent on COVID-19 related expenditures since March 2020 and per the FAQ and US Treasury guidance, detailed expenditure back up is not required, as it is presumed that the School District is paying this amount per student on COVID-19 related expenditures. The \$500 per student is an aggregate figure for all federal, state and local funding that has been passed through to the School District from the Coronavirus Relief Funds. Because of this presumption, the Kenai Peninsula Borough is also recognizing that the School District has utilized a significant portion of the current FY2021 local contribution for expenditures significantly different than that of the originally intended use when the contribution was made, allowing the Kenai Peninsula Borough to utilize cares funding for that portion as long as they continue to meet the minimum required contribution per the State of Alaska Statute and the \$45 million floor established in Resolution 2020-027 with general fund local monies.

Your consideration of this resolution is appreciated.

Attachment: Coronavirus Relief Fund Spending Plan Proposed for Amendment (12/01/20).



KENAI PENINSULA BOROUGH SCHOOL DISTRICT

Assistant Superintendent

Dave Jones

148 North Binkley Street Soldotna, Alaska 99669-7520

Phone (907) 714-8858 Fax (907) 262-5867

Email davejones@kpbsd.k12.ak.us

October 27, 2020

Mr. Charlie Pierce, Mayor
Kenai Peninsula Borough
144 N. Binkley Street
Soldotna, AK 99669

Re: CARES Act funding

Dear Mayor Pierce,

We would like to request additional CARES act funding to support the District in two areas.

1. Microsoft Teams Telephony Project. This project would integrate our Microsoft Teams services with our on-premises Cisco phone system in a way that would allow us to provide voice calling using the Teams platform. The total projected cost is \$23,341.18.
2. Student Home-to-School Transportation. Apple Bus company provides our home-to-school transportation for 170 days of student days. Due to COVID, we have approximately 1,722 fewer students in our brick and mortar schools due to the shift to homeschooling. We are requesting help in paying for a portion of the bussing contract. State funded support is based on the students in the brick and mortar buildings at \$1,011 per student. The total projected cost for our regular bus routes for August – December is \$2,409,291. This is based on 83 DAYS * 49 Regular Busses * 592.40 per day = \$2,409,291. With a loss of over 1,700 students, we are looking at a gap in overall funding of \$1,740,942.

We appreciated your consideration for the support of these two requests for our schools during this difficult time.

Sincerely,

A handwritten signature in cursive script that reads "Dave Jones".

Dave Jones
Assistant Superintendent



**Kenai Peninsula Borough Policy
Effective March 1, 2020**

**COVID-19 Related Funding to the Kenai Peninsula Borough School
District**

Purpose: This policy interprets the treatment of Covid-19 Treasury funding as it relates to the required local contribution and the annual appropriated local funding from the Kenai Peninsula Borough to the Kenai Peninsula Borough School District.

Definitions:

FY2021 Required Minimum Local Contribution per AS 14.17.410(b)(2):	\$ 28,329,664
FY2021 Allowable Maximum Local Contribution per AS 14.17.410(c):	\$ 52,432,181
FY2021 Minimum to be provided per Resolution 2020-027:	\$ 45,000,000
Kenai Peninsula Borough School District:	KPBSD
Kenai Peninsula Borough:	KPB
Elementary education:	grades K-6
Secondary education:	grades 7-12

The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. The statute also specifies that expenditures using Fund payments must be "necessary."

Background: On March 27, 2020, President Donald Trump signed into law the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which included the Coronavirus Relief Fund (CRF). The CRF requires that States, Tribal governments, or units of local government use the funds received to cover only those costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), (2) were not accounted for in the budget most recently approved as of March 27, 2020, and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. Per the September 2, 2020 Treasury guidance for state, territorial, local and tribal governments, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

When the pandemic began the KPBSD was immediately faced with significant changes to their standard operating procedures including closing in person instruction, while still required to provide education and instructional services, such as remote instruction, special education services, food service, counseling and others.

The U.S. Treasury has provided various guidance and Frequently Asked Questions (FAQs) to provide guidance for use and administration of the CRF. The Guidance on September 2, 2020 provided that if a cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation, it meets the requirements of the use of CRF. Therefore, due to the fact that the KPBSD has utilized the local contribution for COVID-19 related expenditures, which are substantially different than that of the original expected use of the local contribution, the KPB is eligible to provide CRF funding of up to \$500/per student as per the U.S. Treasury CFR FAQs, updated October 19, 2020, #53. The aggregate of what the State of Alaska and other local municipalities have provided the KPBSD cannot exceed \$500/per student, not including transportation, meals, broadband, hiring new teachers, acquiring computers and tech, installing ventilation or other air filtering equipment expenditures which may be funded in addition to the \$500 per student funding if it is for the purpose of addressing COVID-19. The KPBSD has indicated they have received \$2,399,903 from the State of Alaska, of which \$1,745,068 reduces the

borough's eligible CRF contribution per the October 19, 2020 FAQs #53 presumptive COVID-19 related education expenditures. The KPBSD has also requested \$23,342 from the KPB for telephony COVID-19 project costs, which also reduces the eligible CRF contribution if made. Therefore, with a student count of 7,758.64 @ \$500/per student = \$3,879,320 less already provided CARES pass through CRF amounts of \$1,768,409 leaves \$2,111,091 in eligible coronavirus relief funds under the presumption provided in the October 19, 2020, #53 FAQs.

The Kenai Peninsula Borough is required to provide an annual local contribution to the Kenai Peninsula Borough School District. This amount was budgeted at \$50 million for FY2021 and is provided specifically for operations and in-kind services including local effort, maintenance, SD utilities, SD insurance, SD annual audit and custodial services per Ordinance 2020-19. Per Resolution 2020-027, the local contribution for FY2021 cannot be less than \$45 million.

Policy: Because the School District is utilizing a portion of the local contribution for COVID-19 related expenditures that are substantially different than the original intent, it is our interpretation of the Coronavirus Relief Fund Frequently Asked Questions updated on October 19, 2020 - Eligible expenditures question # 53, and the Guidance on September 2, 2020 that if a cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation, and meets the requirements of the use of CRF funding, that the KPB may provide up to \$2,111,091 in CRF funding. This would reduce the amount provided from the KPB General fund but not reduce the overall FY2021 funding to the School District. This may not reduce the local contribution by more than \$5 million in order to remain above the minimum per Resolution 2020-027.

Students	7,759
\$500 Each	<u>\$ 3,879,500</u>
Already provided State CARES pass through	(1,745,068)
Telephony request	<u>(23,341)</u>
Eligible to fund School District beyond transportation and other specific purposes	2,111,091
Current FY2021 local contribution	50,000,000
Eligible to reduce General Fund contribution	<u>(2,111,091)</u>
Revised General Fund Contribution for FY2021	47,888,909
Current minimum local contribution per Resolution 2020-027	<u>45,000,000</u>
Local contribution amount above minimum	\$ 2,888,909

Approved by:

Charlie Pierce, Mayor

Date

Segments	Account Number	Original Budget (7/11/20)	Amendments (8/11/20)	Proposed amendments (9/1/20) Increase (decrease)	Additional amendments proposed via Laydown (9/1/20)	Amendments proposed via Laydown (9/15/20)	Amendments proposed Reso (10/13/20)	Amendments proposed Reso (11/10/20)	Proposed revised budget after Reso (11/10/20)	Estimated Expenditures November 2020	Proposed up to amounts that may be available for transfer to CAR21 (12/01/20)
CAR01	GRANTS TO SMALL BUSINESS/NONPROFIT/SR CENTERS	15,000,000	(8,134,023)	-	200,000	-	-	-	7,065,977	(6,366,707)	699,270
(2)	CAR02	25,000	-	-	-	-	-	-	25,000	(20,000)	5,000
(2)	CAR03	800,000	-	-	-	-	-	(100,000)	700,000	(700,000)	-
(2)	CAR04	70,000	130,000	100,000	-	-	-	-	300,000	(300,000)	-
(2)	CAR05	2,800,000	236,610	-	(200,000)	-	-	845,000	3,681,610	(3,681,610)	-
(2)	CAR06	500,000	531,695	-	-	-	-	-	1,031,695	(782,925)	248,770
(2)	CAR07	600,000	-	-	-	-	-	-	600,000	(130,321)	469,679
(1),(2)	CAR08	80,000	-	-	-	20,000	-	-	100,000	(97,013)	2,987
(2)	CAR09	2,000,000	-	-	-	-	-	600,000	2,600,000	(1,537,891)	1,062,109
(2)	CAR10	200,000	-	-	-	465,013	-	-	665,013	(606,828)	58,185
(2)	CAR11	1,700,000	(1,300,000)	-	-	(250,000)	-	-	150,000	(107,467)	42,533
(2)	CAR12	650,000	-	-	-	(650,000)	-	-	-	-	-
(2)	CAR13	500,000	1,831,695	-	-	900,000	(216,901)	100,000	3,114,794	(2,662,236)	452,558
(2)	CAR14	67,000	-	-	-	-	-	-	67,000	(66,955)	45
(2)	CAR15	116,000	-	-	-	-	-	-	116,000	(52,651)	63,349
(2)	CAR16	600,000	-	-	(200,000)	-	-	-	400,000	(382,064)	17,936
(2)	CAR17	802,000	200,000	-	-	-	10,000	-	1,012,000	(952,699)	59,301
(2)	CAR18	100,000	-	-	-	-	(10,000)	-	90,000	(77,494)	12,506
(2)	CAR19	3,648,449	(1,630,000)	(1,147,934)	1,700,000	-	-	-	2,570,515	(1,546,138)	1,024,377
(2)	CAR20	200,000	-	-	-	-	-	-	200,000	(60,621)	139,379
(2)	CAR21	7,000,000	-	-	(1,500,000)	(485,013)	(2,000,000)	(1,445,000)	1,569,987	-	1,569,987
(2)	CAR22	-	8,134,023	1,047,934	-	-	-	-	9,181,957	(9,181,957)	-
(2)	CAR23	-	-	-	-	-	2,000,000	-	2,000,000	(1,500,000)	500,000
(2)	CAR24	-	-	-	-	-	-	-	-	-	-
	Totals:	37,458,449	-	-	-	-	216,901	-	37,458,449	(30,813,576)	6,644,873

(1) \$10,000 is being provided to support audio/video capabilities in the conference room located at the Donald E. Gilman River Center, using the CAR08 "Tech-Remote Meeting Integration" funds originally approved for audio/video capabilities in the assembly chambers.

(2) Up to \$3,875,374 in lapsed unused CARXX projects funds may be transferred to CAR21 to fund \$23,341 in KPBSD telephony costs, up to \$1,740,942 to fund KPBSD student school-to-home transportation, and up to \$2,111,091 in COVID-19 education-related expenditures.

Introduced by: Mayor
Date: 12/01/20
Hearing: 01/05/21
Action:

**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**

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 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 to be transferred to the borough, subject to borough approval, is attached hereto as Attachment A and incorporated herein by reference.

SECTION 2. That this ordinance shall take effect immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS *
DAY OF * 2021.**

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:


No:

Absent:

Kenai Peninsula Borough
Office of the Mayor

MEMORANDUM

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

FROM: Charlie Pierce, Mayor 

DATE: November 19, 2020

SUBJECT: Approving the Transfer of Assets from Ninilchik Emergency Services, Inc. to the 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 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 any documents needed for the borough to accept the assets for the borough on behalf of the newly expanded service area.

Your consideration is appreciated.

NES ASSET INVENTORY LIST

ASSET NAME	YEAR	MAKE	CAPACITY	MILEAGE	VIN/SN	QTY
Fire Station Complete- Three offices, Communications room, Day room, Kitchen, Pantry, Two restrooms/showers, Training room, Bunk room, Tool room, EMS Supply Room, Compressor room, Laundry room, Decon area, Gear room, EMS bays, Fire Bays, Pump house, backup generator	2014	N/A				1 15727 Kingsley
Training Cabin cabin on land w/well	2000	N/A				1 74155 Sterling Hwy
Connex	unknown		8X40			1 15727 Kingsley
Connex	unknown		8X20			1 15727 Kingsley
Shed	unknown		12X16			1 15727 Kingsley
Fire Engine 9 Complete with tools, hose, ladders, etc	1992	Pierce	750 g	163018	4PICA02D4NA000750	1 15727 Kingsley
Tender 9 Complete	2006	Freightliner	2400 g	8874	FVACYDC17HX48206	1 15727 kingsley
Tender 92 Complete	1994	Freightliner	2000 g	1260	1FV6HLAC3SL552479	1 15727 Kingsley
Tender 93 Complete	1985	GM	2000 g	44379	IGDT9C4J0FV509018	1 15727 Kingsley
Brush 9 Complete	2003	GM	300 g	44952	1GBJK39163E352491	1 15727 Kingsley

NES ASSET INVENTORY LIST

Utility 9 Complete	2006 GM	93526 1CGHK33U56F235416	1	15727 Kingsley
Complete	2008 Ford	80,000 1FMFK165X8LA75257	1	15727 Kingsley
Big Red Rescue Utility Trailer	2010 Honda	1000 hours MUV700A	1	15727 Kingsley
	2010 Aurora	unknown 1A9BU1211685002	1	15727 Kingsley
Medic 9 Complete	2010 Ford	76930.2 1FDAF47F71EAB25825	1	15727 Kingsley
Medic 92 Complete	1997 Ford	93756 1FDXF47F71EA68875	1	15727 Kingsley
SnowBalance Complete	2020 Equinox Ind.	750# 0	1	Caribou Hills
Breathing Air System Complete	1989 Mako		1	15727 Kingsley
Hurst Tools	unknown		1	Engine 9
Spreader	Hurst		1	Engine 9
Shears	Hurst		1	Engine 9
large ram	Hurst		1	Engine 9
small ram	Hurst		1	Engine 9
ppwer unit	Hurst		1	Engine 9
hose lines	2020 unknown		2	Engine 9
LifePak 15	2012 Physio-Control	V15-2-001603/403601	1	Medic 92
	2016 Physio-Control	V15-5-000584/450683	1	Medic 9
Power Gurney	2014 Stryker	750# 140539264	1	Medic 92
	2013 Stryker	750# 111240519	1	Medic 9


NES ASSET INVENTORY LIST

LUCAS 3 Devices	2020 Stryker		3520 O650	1 Medic 9 1 Medic 92
Scott 45 Air bottles	2006 Scott 2008 Scott 2011 Scott 2012 Scott	45 min 45 min 45 min 45 min		18 Tender 9 1 Engine 9 1 Engine 9 6 Engine 9
Scott Air Packs	2007 Scott			11 Engine 9 and Tender 9
AEDs	2016 Stryker			2 Command 9 & Office
Globe GXTreme structure gear				
Pants and jackets	2013 Globe 2015 Globe 2019 Globe			4 In use 12 In use and in gear room 3 in use
Wildland PPE	2020			20 gear room
Shirts, pants, helmets, gloves, coveralls				
CPR Dummies	2018 Laerdal			12 Training room
Adult, child				
ALMR	XTS-1500 Motorola APX-6000 Motorola APX-6000XE Motorola			2 In use 7 in use 6 in use
Computers				
desk tops	2016-2020 HP/Dell			7 Office
Laptops	2019 HP/Dell			8 Office
Tough pads	2018 Dell			2 Office/Supply room

Kenai Peninsula Borough
Office of the Borough Mayor

MEMORANDUM

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

FROM: Charlie Pierce, Kenai Peninsula Borough Mayor 

DATE: December 1, 2020

RE: Western Emergency Service Area Board Appointments

In accordance with KPB 16.60.020, appointments to the Western Emergency Service Area Board are recommended by the Borough Mayor, subject to confirmation by the Borough Assembly. The applicants reside in the area to be represented. I hereby submit to you for confirmation the following Western Emergency Service Area Board appointments.

<u>Appointment</u>	<u>Board Seat</u>	<u>Term Expires</u>
Cherie Richter	(A) Anchor Point	October, 2023
Dawson Slaughter	(B) Anchor Point	October, 2022
Kathryn Lopeman	(C) Ninilchik	October, 2023
Katherine Covey	(D) Ninilchik	October, 2022
James Lee Kenshalo	(E) At-Large	October, 2021

Attachments: Application for Appointments
Clerks Residency Verification

Kenai Peninsula Borough
Office of the Borough Clerk

MEMORANDUM

TO: Charlie Pierce, Mayor
FROM: Johni Blankenship, Borough Clerk (JB)
DATE: November 10, 2020
RE: Western Emergency Service Area Board Applications

Proposition No. 1 expanding the Anchor Point Fire and Emergency Medical Service Area to include Ninilchik and creating the Western Emergency Service Area was ratified by the voters at the October 6, 2020 Regular Municipal Election.

Ordinance 2020-31, Section 3 states, "There is established a board of directors for the 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 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."

Public notice regarding vacant seat to be filled was provided pursuant to KPB 16.60.060 (B). The board makeup is as follows:

- Seat A (Anchor Point Resident) Term Expires October, 2023
- Seat B (Anchor Point Resident) Term Expires October 2022
- Seat C (Ninilchik Resident) Term Expires October 2023
- Seat D (Ninilchik Resident) Term Expires October 2022
- Seat E (At-Large Resident of the Service Area) Term Expires October 2021

Applicants listed below meet the residency requirements and are submitted to you for your consideration.

Applicant	Seats Qualified For	Seat Requested	Attachments
*Dawson Slaughter	Seats A, B and E	Seat E	Application
Katherine Covey	Seats C, D and E	Seat D	Application
*Kathryn Lopeman	Seats C, D and E	Seat C	Application
James Lee Kenshalo	Seats C, D and E	None Specified	Letter
Phillip Lopez	Seats C, D and E	None Specified	Email Request
Jonathan Crocker	Seats A, B and E	Seat E	Application
Janice Nofziger	Seats C, D and E	Seat C	Application
Cherie Richter	Seats A, B and E	Seat B	Application
Arnold Mason	Seats C, D and E	Seat D	Application/Resume

*current volunteer firefighter and/or emergency medical service provider

Kenai Peninsula Borough

Office of the Borough Clerk

Service Area Board Application Submitted 2020-10-21 01:15:05

Service Area: Western Emergency Service Area - Seat D (Ninilchik Resident) Term Expires
October, 2022

Applicant Name	Daytime Phone
Katherine Covey	9073981773
Email	Date of Birth
katco907.nes@gmail.com	██████████
Physical Residence Address	Mailing Address
16699 easy st Ninilchik, AK 99639	PO BOX 39521 Ninilchik, AK 99639
SS #	Voter #
██████████	
I have been a Resident of the Kenai Peninsula Borough for:	I have been a Resident of the selected Service Area for:
37 years, 8 months	37 years, 8 months

Kenai Peninsula Borough

Office of the Borough Clerk

Service Area Board Application Submitted 2020-10-28 11:18:28

Service Area: Western Emergency Service Area - Seat E (At-Large Resident of the Service Area) Term Expires, October, 2021

Applicant Name	Daytime Phone
Jonathan Crocker	907-841-9561
Email	Date of Birth
jon.crocker@gmail.com	██████████
Physical Residence Address	Mailing Address
30572 Hannah Rene Road Anchor Point, AK 99556	PO Box 1380 Anchor Point, AK 99556
SS #	Voter #
I have been a Resident of the Kenai Peninsula Borough for:	I have been a Resident of the selected Service Area for:
8 years, 5 months	8 years, 5 months

James Lee Kenshalo.

October 23, 2020

Hello:

I am 67 years young, in good health and I live in the Ninilchik Fire Protection District. My wife, Tina and I live on Corea Bend near the Sterling Highway milepost of 125.8.

I am a retired Anchorage Fire Department firefighter. I retired as the Senior Captain of Station One. My medical retirement was due to repeated knee injuries. I experienced a rich career of 28 years in the Fire Service.

I hope to bring to the fire advisory board an enthusiastic attitude for firefighter, paramedic and EMT safety, while providing an essential safety service to our small communities. In addition, I expect to help shoulder the load in finding the solutions to the consolidation of our proud local volunteer fire departments.

Experience:

At the moment, I am peacefully growing old in my gardens.

Facility Manager/Safety Officer, Department of Health and Human Services for the Municipality of Anchorage. 2009 2011.

Property Officer for the Department of Corrections, 4th Avenue Jail, State of Alaska, 2007 2009

Paramedic, firefighter, training officer, company officer and fire apparatus operator mentor, fire ground company officer, Anchorage Fire Department, 1981 2003

Medic/pump operator, Alyeska Trans Alaska Pipeline Service Company, Pump Station 10. 1979 1981

Firefighter/paramedic, Nikiski Fire Department, Oct. 1979 to Nov 1979

Roust a bout, Grayling Platform, Cook Inlet, Alaska, Uni Cal Oil. Oct. 1978 to Oct 1979.

Firefighter/paramedic, Bancroft Fire Department, Lakewood, Colorado 1974 1978

Company corpsman/US Naval Reserves, Honorably Discharged 1974.

Education:

Associate of Science Degree, Occupational Health and Safety, UAA at Anchorage, Alaska 2006.

Fire Ground Incident Command, Instructional Methodologies, National Fire Academy, seven different two week classes at Emmitsburg, Maryland.

Associate of Science Degree, Fire Science, Red Rocks Community College, 1976.

Colorado State Paramedic, St. Anthony/Denver General Hospital 1977

References.

Chief Doug Schrage, UAA at Fairbanks, 907.317.7240
Senior Captain Theodore Fussell, Anchorage Fire Department. 907.267.5003
Senior Captain Jeffrey Briggs, Anchorage Fire Department. 907.267.5005
Captain Benjamin Demboski, Anchorage Fire Department, 907.267.5011
Brent Johnson, Kenai Borough Assembly member.

Volunteer efforts of note.

State of Alaska Fallen Firefighter Memorial; Anchorage, Alaska. 10 yrs. of work.
Reading Coach, K 4 grade, Plateau Valley School, Collbran, Colorado 2012 2020.
Board member, one term, Endowment Fund Board, Ninilchik Senior Center, Ninilchik, Alaska.
Committee member on the Mayors EMS Advisory Board. 1990's

Basically, that is me.

James Kenshalo
61785 Corea Bend
Clam Gulch, Alaska 99568

907.567:3221

yaktracks@gmail.com.

Kenai Peninsula Borough

Office of the Borough Clerk

Service Area Board Application Submitted 2020-10-22 15:51:53

**Service Area: Western Emergency Service Area - Seat C (Ninilchik Resident) Term Expires
October, 2023**

Applicant Name	Daytime Phone
Kathryn A Lopeman	9073984853
Email	Date of Birth
Lopemank@yahoo.com	██████████
Physical Residence Address	Mailing Address
52719 Straight In Trail Ninilchik, Alaska 99639	PO Box 63953 Ninilchik , Alaska 99639
SS #	Voter #
██████████	
I have been a Resident of the Kenai Peninsula Borough for:	I have been a Resident of the selected Service Area for:
36 years, 2 months	5 years, 3 months

From: [Pierce, Charlie](#)
To: [Wastell, Pam](#); [Blankenship, Johni](#)
Subject: Fwd: <EXTERNAL-SENDER>
Date: Saturday, October 24, 2020 11:08:01 AM

FYI.

Sent from my iPhone

Begin forwarded message:

From: Phillip Lopez <philliplopez75@gmail.com>
Date: October 24, 2020 at 1:58:21 PM CDT
To: "Pierce, Charlie" <CPierce@kpb.us>
Subject: <EXTERNAL-SENDER>

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.

New Board,

I would like to be considered for the new board for Ninilchik Fire. I served the for 18 months as a volunteer. I have a aerospace manufacturing/ Transportation background. I'm a full time resident of Ninilchik.

Thanks

Phillip Lopez
Po Box 39328
Ninilchik, Alaska
907.707.7792

Kenai Peninsula Borough

Office of the Borough Clerk

Service Area Board Application Submitted 2020-11-06 07:23:20

**Service Area: Western Emergency Service Area - Seat D (Ninilchik Resident) Term Expires
October, 2022**

Applicant Name	Daytime Phone
Arnold E.Mason	(907)953-5553
Email	Date of Birth
aemason50@att.net	██████████
Physical Residence Address	Mailing Address
65095 Forrest Park Avenue Ninilchik, Alaska 99639	,
SS #	Voter #
I have been a Resident of the Kenai Peninsula Borough for:	I have been a Resident of the selected Service Area for:
2 years, 6 months	2 years, 6 months

Kenai Peninsula Borough

Office of the Borough Clerk

Service Area Board Application Submitted 2020-10-21 05:01:51

Service Area: Western Emergency Service Area - Seat C (Ninilchik Resident) Term Expires
October, 2023

Applicant Name	Daytime Phone
JANICE NOFZIGER	2398965072
Email	Date of Birth
	██████████
Physical Residence Address	Mailing Address
66231 Bluff Drive Ninilchik , Alaska 99639	P. O. Box 39563 Ninilchik, Alaska 99639
SS #	Voter #
	██████████
I have been a Resident of the Kenai Peninsula Borough for:	I have been a Resident of the selected Service Area for:
9 years, 0 months	9 years, 0 months

Kenai Peninsula Borough

Office of the Borough Clerk

Service Area Board Application Submitted 2020-11-02 21:22:50

Service Area: Western Emergency Service Area - Seat B (Anchor Point Resident) Term Expires October, 2022

Applicant Name	Daytime Phone
Cherie Richter	907-299-1996
Email	Date of Birth
cherie.a.richter@gmail.com	██████████
Physical Residence Address	Mailing Address
73601 Twin Peaks Loop Anchor Point, AK 99556	P. O. Box 532 Anchor Point, AK 99556
SS #	Voter #
██████████	
I have been a Resident of the Kenai Peninsula Borough for:	I have been a Resident of the selected Service Area for:
10 years, 0 months	10 years, 10 months

Kenai Peninsula Borough

Office of the Borough Clerk


Service Area Board Application Submitted 2020-10-20 13:25:04

Service Area: Western Emergency Service Area - Seat E (At-Large Resident of the Service Area) Term Expires, October, 2021

Applicant Name	Daytime Phone
Dawson Slaughter	9072994775
Email	Date of Birth
Slaughterdawson1@gmail.com	██████████
Physical Residence Address	Mailing Address
34299 Eason lane Anchor Point, AK 99556	PO Box 1065 Anchor Point , AK 99556
SS #	Voter #
I have been a Resident of the Kenai Peninsula Borough for:	I have been a Resident of the selected Service Area for:
25 years, 1 months	25 years, 1 months

MEMORANDUM

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

FROM: Charlie Pierce, Kenai Peninsula Borough Mayor 

DATE: December 1, 2020

RE: Appointments to the KPB Advisory Planning Commission

In accordance with KPB 21.02, appointments to Kenai Peninsula Borough Advisory Planning Commissions are recommended by the Borough Mayor, subject to confirmation by the Borough Assembly. Both applicants are registered voters and reside within the area to be represented. I hereby submit to the Assembly my recommendation for confirmation of the following appointments to the KPB Advisory Planning Commission:

<u>Hope/Sunrise</u>	<u>Seat</u>	<u>Expires</u>
Jessie Maguire	F	September 30, 2023
<u>Kachemak Bay</u>		
Bruce Robinson	B	September 30, 2022

Cc: Melanie Aeschliman, Planning Director
Sandra Fletcher, Planning Senior Clerk
Bryan Taylor, Land Management
Clerk's Office

Kenai Peninsula Borough
Office of the Borough Clerk

MEMORANDUM

TO: Charlie Pierce, Borough Mayor
THRU: Johni Blankenship, Borough Clerk (JB)
FROM: Michele Turner, Deputy Borough Clerk (MT)
DATE: November 18, 2020
RE: Verification of Advisory Planning Commission Applicants

As per KPB 21.02.060, the applicants listed below have been verified as registered voters within the precincts covered by the commission boundaries in which they are applying. Their residence address has also been verified to be within the advisory planning commission boundaries as listed.

HOPE/SUNRISE ADVISORY PLANNING COMMISSION

Applicant: Jessie Maguire

KACHEMAK BAY ADVISORY PLANNING COMMISSION

Applicant: Bruce Robinson

Kenai Peninsula Borough Planning Department

Hope/Sunrise APC Application Submitted 2020-11-16 17:11:07

Name: Jessie Maguire

Mailing Address:

PO BOX 171
Hope, Alaska 99605

My Residence Address is DIFFERENT from my Mailing Address

Residence Address

65184 Whiskers Dr
Hope, Alaska 99605

Email: jessiew124@hotmail.com

Work Phone: 9073172897

Home Phone:

Mobile Phone:

Occupation or place of employment: Flight Attendant

Which Advisory Planning Commission do you wish to serve on?: Hope/Sunrise

How long have you lived in the area served by this Advisory Planning Commission?: 10 years

What knowledge, experience, or expertise will you bring to this board?

I'm a full time resident of Hope with college level education and genuine care of my community.

Have you, or do you currently, serve on other Kenai Peninsula Borough commissions, boards or task forces?

No

Are you available for

Night meetings Day meetings

Comments (areas of interest, additional experience or qualifications, etc.):

None

Kenai Peninsula Borough Planning Department

Kachemak Bay APC Application Submitted 2020-11-17 09:13:37

Name: Bruce W Robinson

Mailing Address:
56250 GLENN RD
HOMER, AK 99603

Residence Address

Email: robinsonbruce12@gmail.com

Work Phone:

Home Phone: 9072358954

Mobile Phone: 4065523003

Occupation or place of employment: Retired

Which Advisory Planning Commission do you wish to serve on?: Kachemak Bay

How long have you lived in the area served by this Advisory Planning Commission?: 26 years

What knowledge, experience, or expertise will you bring to this board?

40 year history on Kenai peninsula, 26 years living on East End rd Homer. Worked on Major projects in professional carrier that involved extensive planning, managing people and large budgets. Experience with residential construction in the Homer area.

Have you, or do you currently, serve on other Kenai Peninsula Borough commissions, boards or task forces?

Have Not, this would be first.

Are you available for

Night meetings Day meetings

Comments (areas of interest, additional experience or qualifications, etc.):

Interested in being able to provide input into responsible development of the Kachemak Bay area, believe good planning can benefit all in the community and would like to be able to help out.

Bruce Robinson
56250 Glenn Rd
Homer, AK, 99603

Email: robinsonbruce12@gmail.com

Home Phone: (907) 235-9954

Cell Phone: (406)552-3003

Abbreviated Bio:

Moved to Kenai in 1980 from Colorado, was in the residential construction business there. In Kenai, I ended up working on the Oil Platforms, went to work for ARCO in 1984, transferred to the north slope in 1988 where I spent the majority of my career. I retired from BP in 2011 as an Area Operations Manager on the North Slope. From 2012 to 2019 I did consulting project work for BP, this included 2 years working on the Gas Pipeline project. In 2019 retired and spending my time in Homer, where we plan to live out the rest of our lives.

Met my wife Kathy in Kenai, we have two daughters that we raised in Homer, they attended McNeil Canyon Elementary, Homer Middle, and Homer High schools.

Detailed Resume available if needed.

Kenai Peninsula Borough
Office of the Borough Mayor

MEMORANDUM

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

THRU: Charlie Pierce, Kenai Peninsula Borough Mayor *CP*

DATE: December 1, 2020

RE: Re-Appointments to the Board of Equalization

Pursuant KPB 5.12.052(A), I hereby submit my recommendation for confirmation by the Borough Assembly, of the following re-appointments to the Board of Equalization.

The following applicants meet the required qualifications and are residents of the Kenai Peninsula Borough. Please find the attached applications for your review:

<u>Applicant</u>	<u>Seat</u>	<u>Term Expires</u>
Tyson R. Cox	A	December 31, 2023
Barbara Belluomini	D	December 31, 2023
Wenda J Kennedy	Alternate Seat B	December 31, 2023
Brett DeMeter	Alternate Seat C	December 31, 2023

Attached: Clerks Memo
Applicants Application

Kenai Peninsula Borough
Office of the Borough Clerk

MEMORANDUM

TO: Charlie Pierce, Borough Mayor
FROM: Johni Blankenship, Borough Clerk (JB)
DATE: November 20, 2020
RE: Appointment to the Board of Equalization

KPB 5.12.052 states in part, "Members shall be appointed by the Mayor and confirmed by the Assembly on the basis of their expertise in real and personal property appraisal, the real estate market, the personal property market, and other fields related to their functions as board members. Additionally, each member shall be a resident of the Kenai Peninsula Borough. Assembly members may serve as members of the board of equalization, subject to appointment by the Assembly"

The following have applied for consideration for reappointment to the Board of Equalization:

Tyson R. Cox	Seat C	Term to Expire 12/31/2023
Barbara Belluomini	Seat D	Term to Expire 12/31/2023
Wenda J. Kennedy	Alternate Seat B	Term to Expire 12/31/2023
Brett DeMeter	Alternate Seat C	Term to Expire 12/31/2023

All applications are attached for your reference.

Thank you.

From: [Kenai Peninsula Borough](#)
To: [Blankenship, Johni](#); [Turner, Michele](#)
Subject: New submission from "Board of Equalization Membership Application"
Date: Thursday, October 29, 2020 6:11:28 PM

Seat Choice

Seat C – Term to Expire December 31, 2023

Name

Tyson R Cox

Mailing Address

237 W Redoubt Ave

Mail_City

Soldotna

Mail_State

AK

Mail_Zip

99669

Residence Address

Res_City

Res_State

Res_Zip

Email

tysoncox@kpb.us

Work Phone

907-252-4814

Home Phone

Mobile

907-252-4814

Expertise

To Whom It May Concern:

I, Tyson Cox, am applying for BOE Seat-C. My expertise and/or experience relating to the function of a BOE member include:

*BOE Member from 2017 to 2020 - I have experience sitting on +100 appeal hearings over the last several years.

[[L]][[SEP]]*Real Estate Investor Since 2006 - I have a very realistic idea of property values in the area as I have purchased and sold many properties on the Kenai Peninsula.

[[L]][[SEP]]*Bachelor of Education, Minor Mathematics (UAA 2001) - I have a clear understanding of mathematical terms and formulas and upper level problem solving skills.

[[L]][[SEP]]*City of Soldotna Council Member from 2016 to 2019 - I have experience working with the public on sensitive topics such as sales tax, annexation, and legalized marijuana.

[[L]][[SEP]]*Kenai Peninsula Borough Assembly Member since 2019 - I have experience working with the a group/board that may have differing opinions of how to move forward while still finding solutions to the issue at hand.

I found spending time hearing appeals over the last several year to be an excellent way for me to give to our community. Being a BOE Member is not a popular position, but I strongly believe it is a very necessary one. Please consider my application for Seat-C.

Thank you,

Tyson Cox

UploadResume

[5f9b76505f2d5-KPB Resume Oct20.pdf](#)

Tyson R. Cox
237 W. Redoubt Ave.
Soldotna, Alaska 99669
(907) 252-4814
tysoncox907@gmail.com

PUBLIC SERVICE

KPBSD CAREER & TECHNICAL ADVISORY COMMITTEE, MEMBER
(2012 - 2015)

OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH, FACILITY COUNCIL
(2014 - 2018)

KENAI YOUNG PROFESSIONALS, MEMBER
(2015 - 2017)

SOLDOTNA CITY COUNCIL, SEAT B
(2016 - 2019)

BOARD OF EQUALIZATION, SEAT C
(2017 - Present)

KENAI PENINSULA BOROUGH ASSEMBLY, DISTRICT 4
(2019 - Present)

EXPERIENCE

- ★ **REAL ESTATE INVESTOR/PROPERTY OWNER** — Soldotna, Alaska: Own and manage small multi-unit buildings and single family homes for the last 14 years. Current owner and manager of more than 50 units located in the Soldotna/Kenai area. (14 years with 11 years full time)
- ★ **COMMERCIAL/RESIDENTIAL PLUMBER** — *Peninsula Plumbing and Heating*, Soldotna, Alaska: Installed plumbing, waste, and hydronic heat piping and equipment, such as boilers, water heaters, pumps, and water treatment for residential and commercial applications. (7 years)
- ★ **MATH TEACHER**—*Nikiski Elementary*, Nikiski, Alaska: Specialized in teaching mathematics to 3rd, 4th, and 6th grade students. Also helped create a math assessment based on district performance indicators. (2 years)
- ★ **OILFIELD WORKER**—*Peak Oilfield Service Co.*, Kenai, Alaska: Assisted, measured, prepped, and fit pipe for welding and built maintenance and project scaffolding at, both, the nitrogen plant and oil refinery in Nikiski. (7 years)

EDUCATION

- TRADE:** *State of Alaska Journeyman Plumber, 2007*
Five Year Plumbing Apprenticeship Program
U.A, Local 367, Anchorage, Alaska
- UNIVERSITY:** *Bachelor of Education in Elementary Education (K-8), 2001*
Endorsement in Mathematics (K-8)
University of Alaska Anchorage & KPC, Soldotna, Alaska

From: Kenai Peninsula Borough
To: Blankenship, Johni; Turner, Michele
Subject: New submission from "Board of Equalization Membership Application"
Date: Sunday, November 8, 2020 2:10:39 PM

Seat Choice

Seat D – Term to Expire December 31, 2023

Name

Barbara Belluomini

Mailing Address

534 Knoll Circle

Mail_City

Soldotna

Mail_State

AK

Mail_Zip

99669

Residence Address

Res_City

Soldotna

Res_State

AK

Res_Zip

99669

Email

lillincoln@gci.net

Work Phone

Home Phone

Mobile

9072525728

Expertise

Once again, I respectfully request your consideration of my application for the Board of Equalization. My resume is attached. Thank you.

UploadResume

[5fa87aeda8713-Resume \(Nov-20\).docx](#)

Barbara J. Belluomini
534 Knoll Circle
Soldotna, AK 99669
(907) 252-5728
lillincoln@gci.net

Business & Employment Experience:

February 2017 – Current: Real Estate Appraiser
Reliant LLC, Anchorage, AK

- Perform commercial and land appraisals as a State of Alaska Certified General Real Estate Appraiser

March 2005 - December 2016: Real Estate Appraiser
Derry & Associates, Inc., Soldotna, AK

- Performed commercial and land appraisals as a State of Alaska Certified General Real Estate Appraiser.

January 1990 - February 1998: Most Recent Position - Branch Mortgage Lending Officer
First National Bank Alaska, Interior City Branch, Fairbanks, AK

- Solicited mortgage loan applications and made recommendations regarding the suitability of the various loan programs available.
- Supervised a staff of three, including a Loan Originator, Loan Processor and an Administrative Assistant.

1996 - 1997: Instructor
American Institute of Banking

- Taught *Consumer Lending* course to bank personnel.

Education:

Bachelor of Science in Psychology, December 2003
University of Alaska Anchorage, Anchorage, AK

Board Experience:

Kenai Peninsula Borough, Board of Equalization, 2007 - Current

Kenai Peninsula Borough, Board of Adjustment, 2008 – 2017 (board dissolved in September)

City of Soldotna, Employee Relations Board, 2015 - Current

References:

Available upon request

From: [Kenai Peninsula Borough](#)
To: [Blankenship, Johni](#); [Turner, Michele](#)
Subject: New submission from "Board of Equalization Membership Application"
Date: Monday, November 2, 2020 11:35:19 AM

Seat Choice

Alternate Seat B - Term to Expire December 31, 2023

Name

Wenda J. Kennedy

Mailing Address

PO Box 8545

Mail_City

Nikiski

Mail_State

CA

Mail_Zip

99635

My Residence Address is DIFFERENT from my Mailing Address

Residence Address

50927 Diomadad Drive

Res_City

Nikiski

Res_State

AK

Res_Zip

99635

Email

wkennedyjd@aol.com

Work Phone

907 776-7655

Home Phone

907 776-6563

Mobile

905.252-2720

Expertise

Juris Doctor, 44 years in the real estate business, Certified General RE appraiser, broker for 30 years, professional RE investor, Licensed well operator for a Community Water System, good wife to Matt Michels & great cook.

UploadResume

Blankenship, Johni

From: Kenai Peninsula Borough <webmaster@borough.kenai.ak.us>
Sent: Thursday, October 29, 2020 5:05 PM
To: Blankenship, Johni; Turner, Michele
Subject: New submission from 'Board of Equalization Membership Application'

Seat Choice

Alternate Seat C - Term to Expire December 31, 2023

Name

BRETT DEMETER

Mailing Address

PO BOX 933

Mail_City

SOLDOTNA

Mail_State

AK

Mail_Zip

99669

My Residence Address is DIFFERENT from my Mailing Address

Residence Address

36935 Hakala Dr

Res_City

Soldotna

Res_State

AK

Res_Zip

99669

Email

BRETTDEMETER@HOTMAIL.COM

Work Phone

9076903536

Home Phone

Mobile

Expertise

Attached resume. Current BOE board member.

UploadResume

[5f9b66d2c7f37-Brett DeMeter - Resume - Appraiser.docx](#)

Brett DeMeter

PO Box 933

Soldotna, AK 99669

Mobile: (907) 690-3536 ■ E-mail: brettdemeter@hotmail.com

EDUCATION

University of Alaska Anchorage
Major: Accounting

Anchorage, Alaska

Montana State University
Major: History
Minor: Political Science

Bozeman, Montana

Appraisal Education

Basic Appraisal Principles, Basic Appraisal Procedures, National Uniform Standards of Professional Appraisal Practice (USPAP), Real Estate Finance, Statistics, and Valuation Modeling, Residential Market Analysis and Highest & Best Use, Residential Site Valuation and Cost Approach, Residential Sales Comparison and Income Approaches, Residential Report Writing and Case Studies, Advanced Residential Applications and Case Studies, FHA Appraising, Solving Land Valuation Puzzles,

WORK EXPERIENCE

Owner/Appraiser – Alpenglow Appraisals

Alpenglow Appraisals
December 2017 – Present

- Lead field inspections to analyze, measure, and photograph residential properties.
- Analyze comparable properties to determine market value.
- Determine the quality and condition of properties.
- Create detailed spreadsheets of property values.
- Responsible for the preparation of residential appraisal reports using computer software.

Residential Appraiser

Whitmore Appraisal Services
December 2015 – December 2017

- Lead field inspections to analyze, measure, and photograph residential properties.
- Analyze comparable properties to determine market value.
- Determine the quality and condition of properties.
- Create detailed spreadsheets of property values.
- Responsible for the preparation of residential appraisal reports using computer software.

Commercial Appraiser

Derry & Associates
January 2015 – December 2015

- Lead field inspections to determine characteristics of both commercial properties and land.
- Create detailed spreadsheets of property values.
- Utilize the cost approach to determine the cost to rebuild properties.
- Responsible for the preparation of land and commercial appraisal reports.

Kenai Peninsula Borough
Office of the Borough Mayor

MAYOR'S REPORT TO THE ASSEMBLY

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

FROM: Charlie Pierce, Kenai Peninsula Borough Mayor 

DATE: December 1, 2020

Assembly Request / Response

None

Agreements and Contracts

- a. Sole Source: Theater Rigging Inspection/Training with Stagecraft Industries, Inc., Portland Oregon.
- b. Sole Source: Repairs to the SANY 215 Excavator, Solid Waste Dept. to Totem Equipment Supply, Anchorage, AK.
- c. Authorization to Award a Contract for the Nanwalek Teacherage Demolition and Disposal to East Road Services, Inc.

Other

- a. Revenue-Expenditure Report – October 2020
- b. Budget Revisions – October 2020
- c. Joint Letter to Acting Attorney General Regarding Second Class Borough Limitations
- d. Status Report on Soldotna Prep Building
- e. 20CAR Summary Reports as of 11/19/20

Kenai Peninsula Borough Maintenance

MEMORANDUM

TO: Charlie Pierce, Borough Mayor

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

FROM: Scott Griebel, Maintenance Director *SG*

DATE: November 3, 2020

RE: Stagecraft Industries, Inc. Theater Rigging Inspection/Training

Under Section 5.28.280a of the Borough code, it is requested that the Kenai Peninsula Borough Maintenance Department (KPBM), through mayoral sole source, be granted approval to enlist the services of Stagecraft Industries, Inc. for the purpose of required safety inspection of theater rigging equipment within borough facilities area wide. Facilities included in the contracted service are: Kenai Central HS, Soldotna HS, Nikiski HS, Homer HS and Seward HS. Service additionally includes stage rigging training to be conducted at the Kenai Central HS facility.

In preparation of voluntary OSHA safety walkthroughs, inquiry was made as to the inspection process of the extensive theater rigging systems throughout the borough. The maintenance department inspects and replaces the rope assemblies at required intervals, but has never conducted a comprehensive inspection of the remainder of the engineered rigging systems. Further, the department lacks the qualified staff required to perform such inspections. During walkthroughs, the OSHA representative requested for the system inspections be performed and maintained at regular intervals. Since the inspections have never been performed and have been specifically called out during the voluntary walkthrough, there is some time urgency to carry out the inspections in order to include the findings in the closeout response to OSHA. Stagecraft Industries, Inc. (S.I.I.) provides certified inspection, installation and design/build services relative to rigging systems. They are the primary provider of these services in the Western US and Pacific NW and operate commonly within Alaska. Further, S.I.I. was originally contracted for the installation of the systems in the vast majority of our facilities. As a result, they are intimately aware of the locations involved and have directly contributed to the layout, design, and installation of our assemblies specifically. As primary operator within our region, they can provide the required services efficiently and expediently.

Your approval of this request will allow us to enlist the services of Stagecraft Industries, Inc. for the purpose of required safety inspection of theater rigging equipment within borough facilities area wide for the price of \$15,514.00. Additionally the contract provides for formal training to KPBM and KPBSD staff, relative to the rigging equipment.

This office is available for any questions regarding this request.

Approved: *CP* Date: 11/3/2020
 Charlie Pierce, Kenai Peninsula Borough Mayor

NOTES:

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. 241.41010.43011	
Amount \$15,514.00	
By: <u><i>PP</i></u> <u><i>BH</i></u>	Date: <u>11/3/2020</u>



5051 N. Lagoon Ave, Portland, OR 97217-7693
503-286-1600 503-286-3345 fax

QUOTATION / BILL OF MATERIALS

5503 Sixth Ave S, Seattle, WA 98108-2503
PO Box 80191, Seattle, WA 98108-0191
206-763-8800 206-763-1324 fax

Visit us at www.stagecraftindustries.com

Page 1 of 2

October 29, 2020

To: Kenai Peninsula Borough Maintenance Department
47140 E. Poppy Lane
Soldotna, AK
99669
Attn.: Scott Griebel
Email: TElder@KPBSD.k12.ak.us Phone: 907-283-2133



Quotation Number: 2010.390mlh

We are pleased to provide a quote for the following:

**Stage rigging inspections performed at:
Kenai Central HS, Soldotna HS, Nikiski HS, Homer HS and Seward HS.
No previous inspection records at Stagecraft
Auditorium Stage rigging training at: Kenai Central HS**

Provide a professional stage rigging system inspection, complete with applicable photos and a written report outlining the findings and recommendations. Price includes R/T travel and related expenses, onsite time, minor service adjustments, and all other related costs for a thorough inspection. Stage curtain samples will be flame- tested offsite for compliance with NFPA 701 rules. Inspection conducted by an ETCP Certified Rigger-Theater with decades of experience.

Provide a professional stage rigging system training. The session begins by identifying inherent stage hazards, introduces the hoisting equipment parts, and includes an overview of the fire curtain, stage curtains, and responsibilities of owners and users.

Session focuses on practical methods of how to use the rigging system correctly. Includes a hands-on session for moving line sets, calculating and balancing of loads, normal challenges and solutions to them, loading and unloading of counterweights, and proper construction techniques for scenery built to be flown overhead. Attendees will receive a certificate of completion that satisfies machinery operator training documentation requirements. Allow 4-5 hours onstage for a maximum of 30 people.

Presentation conducted by an ETCP Certified Rigger-Theater professional having more than 40 years of industry experience.

Customer's Cost for Inspection and Report \$ 15,514.00

Contractors Licenses
AK - 5095 • AZ - 129893 L-05 • CA - 252177 • HI - C15872 • ID - 11989-AAA-4(10150) • IA - 45610-97 • MS - 10626
MT - 5442 • NM - 060655 • NV - 0012299 • OR - 065050 • VA -2705 009939 A • WA - STAGEI*365R8

Signature of Purchaser _____ Date _____ Mark L. Hyde Stagecraft Authorized Signature _____ (503) 329-9029 c Phone _____

Printed Name _____ Printed Name Mark L. Hyde



**Stagecraft
Industries, Inc.**

5051 N. Lagoon Ave, Portland, OR 97217-7693
503-286-1600 503-286-3345 fax

Visit us at www.stagecraftindustries.com

QUOTATION / BILL OF MATERIALS

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Page 2 of 2

NOTE: These notations and clarifications shall become a part of and/or be acknowledged in any contract or subcontract entered into.

- 1) Terms: Net 30 Days. Add 3% for credit card processing fees.
- 2) Prices: Good for 60 Days from date listed above. Does NOT include prevailing wage rates (consulting).
- 3) Taxes: Taxes, if any, are NOT INCLUDED. Add proper tax amount, if required.
- 4) Schedule: TBD
- 5) Conditions: Inspection date dependent on a clear and fully accessible stage floor with adequate illumination.
- 6) Records: All service or previous inspection records and operator training records for the rigging system are requested for review.
- 7) Exclusions: Specifically excluded is structural and electrical wiring analysis. We do not disassemble or X-ray metal parts, nor will we check the torque all fasteners within the system, only random checks will be conducted. Inspection limited to the stage area only.
- 8) Access: Ariel access equipment, if required, may be provided by owner or rented at additional cost.

Thank you.

Contractors Licenses

AK - 5095 • AZ - 129893 L-05 • CA - 252177 • HI - C15872 • ID - 11989-AAA-4(10150) • IA - 45610-97 • MS - 10626
MT - 5442 • NM - 060655 • NV - 0012299 • OR - 065050 • VA -2705 009939 A • WA - STAGEI*365R8

_____ Mark L. Hyde _____ (503) 329-9029 c
 Signature of Purchaser Date Stagecraft Authorized Signature Phone
 Printed Name _____ Printed Name Mark L. Hyde _____

Kenai Peninsula Borough Solid Waste Department

MEMORANDUM

TO: Charlie Pierce, Borough Mayor

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

THRU: Dan Kort, SWD Director *DK*

FROM: Brian Smith, CPL Manager *BS*

DATE: November 5, 2020

RE: Totem Equipment & Supply SANY215 Sole Source Waiver

The Kenai Peninsula Borough Solid Waste Department needs to make repairs to the SANY 215 Excavator. The undercarriage must be replaced on this piece of equipment. Totem Equipment & Supply is the only SANY dealer in the state of Alaska. They currently provide the extended warranty on our excavator and will be the service provider to cover the warranty on the undercarriage replacement as well.

The SANY215 Excavator is an integral part of the Central Peninsula Landfill equipment fleet.

Approved: Charlie Pierce
Charlie Pierce, Mayor

11/6/2020
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.: <u>411.32122.21UNC.42360 (\$27,939.32)</u> <u>411.32122.21UNC.43750 (\$10,460.00)</u>	
Amount: <u>\$38,399.32</u>	
By: <u>PP</u> <u>BH</u>	Date: <u>11/5/2020</u>
NOTES:	

Kenai Peninsula Borough

Purchasing & Contracting Department

MEMORANDUM

TO: Charlie Pierce, Mayor

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

THRU: Sovala Kisenia, Claims Manager *SK*

FROM: Lee Frey, Project Manager *LF*

DATE: November 12, 2020

RE: Authorization to Award a Contract for the Nanwalek Teacherage Demolition and Disposal

The Purchasing and Contracting Office formally solicited and received quotes for the Nanwalek Teacherage Demolition and Disposal. Request for Quote packets were sent to four contractors on November 5, 2020. The project was not publicly advertised.

The project consists of demolition and disposal of a KPB owned teacherage building in Nanwalek that was severely damaged in a structure fire. Work also includes modifications to existing utilities to site to allow ease of connection for future building in the same location.

On the due date of November 12, 2020, one (1) bid was received and reviewed to ensure that all the specifications and delivery schedules were met. The bid of \$62,200 was submitted by East Road Services, Inc.

Tragically, a District employee perished in the fire. This loss and the fact that the remnants of the structure are adjacent to the school, has been weighing heavily on staff, students and the community. For this reason and the safety hazard the structure presents, it is desired to demolish the structure and remove it from the site as soon as possible. We recommend awarding this project through the emergency procurement guidelines set forth in section 5.28.290 of the code, to award the project as soon as possible. The project was competitively bid, but only received one response. That response is over the amount which the code would typically allow for award without public noticing and timeline requirements.

Your approval for this quote award under emergency procurement is hereby requested. Funding for this project is in account number 700.11237J008Y.43011.

Charlie Pierce
Charlie Pierce, Mayor

11/13/2020
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>700.11237.J008Y.43011</u>
Amount	<u>\$62,200.00</u>
By: <u>BT</u>	Date: <u>11/13/2020</u>
NOTES: funds avail in 43999, budget revision req to 43011	

Kenai Peninsula Borough
Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor *cfi*

THRU: Brandi Harbaugh, Finance Director *BH*

FROM: Sarah Hostetter, Payroll Accountant *SH*

DATE: November 16, 2020

RE: Revenue-Expenditure Report – October 2020

Attached is the Revenue-Expenditure Report of the General Fund for the month of October 2020. Please note that 33.33% of the year has elapsed, 56.19% of budgeted revenues have been collected, and 32.21% of budgeted expenditures have been made.

KENAI PENINSULA BOROUGH
 Revenue Report
 For the Period
 October 1 through October 31, 2020

ACCOUNT NUMBER	DESCRIPTION	ESTIMATED REVENUE	YEAR TO DATE RECEIPTS	MONTH TO DATE RECEIPTS	VARIANCE	% COLLECTED
31100	Real Property Tax	\$ 28,825,613	\$ 24,321,515	\$ 7,920,760	\$ (4,504,098)	84.37%
31200	Personal Property Tax	1,814,997	1,500,158	339,763	(314,839)	82.65%
31300	Oil Tax	6,668,160	7,018,272	-	350,112	105.25%
31400	Motor Vehicle Tax	676,400	70,083	43,401	(606,317)	10.36%
31510	Property Tax Penalty & Interest	590,931	91,962	60,513	(498,969)	15.56%
31610	Sales Tax	27,431,594	7,063,207	3,829,422	(20,368,387)	25.75%
33110	In Lieu Property Tax	3,600,000	-	-	(3,600,000)	0.00%
33117	Other Federal Revenue	160,000	-	-	(160,000)	0.00%
34221	Electricity & Phone Revenue	155,000	-	-	(155,000)	0.00%
34222	Fish Tax Revenue Sharing	500,000	-	-	(500,000)	0.00%
34210	Revenue Sharing	300,000	-	-	(300,000)	0.00%
37350	Interest on Investments	352,913	191,662	14,620	(161,251)	54.31%
39000	Other Local Revenue	275,000	105,293	30,720	(169,707)	38.29%
290	Solid Waste	802,000	178,681	9,422	(623,319)	22.28%
Total Revenues		\$ 72,152,608	\$ 40,540,834	\$ 12,248,620	\$ (31,611,774)	56.19%

KENAI PENINSULA BOROUGH
Expenditure Report
For the Period
October 1 through October 31, 2020

DESCRIPTION	REVISED BUDGET	YEAR TO DATE EXPENDED	MONTH TO DATE EXPENDED	AMOUNT ENCUMBERED	AVAILABLE BALANCE	% EXPENDED
Assembly:						
Administration	\$ 484,528	\$ 179,681	\$ 41,200	\$ 96,242	\$ 208,605	37.08%
Clerk	579,316	167,469	60,349	22,335	389,512	28.91%
Elections	182,920	115,426	98,292	9,173	58,321	63.10%
Records Management	327,678	103,500	28,380	18,151	206,027	31.59%
Mayor Administration	792,424	221,054	77,055	797	570,573	27.90%
Purch/Contracting/Cap Proj	648,943	214,401	83,363	7,221	427,321	33.04%
Human Resources:						
Administration	700,918	213,761	66,573	8,090	479,067	30.50%
Print/Mail	204,789	43,128	11,991	36,908	124,753	21.06%
Custodial Maintenance	94,976	33,966	12,066	192	60,818	35.76%
Information Technology	2,095,903	667,538	176,841	34,401	1,393,965	31.85%
Emergency Management	933,183	271,136	80,581	299,312	362,735	29.05%
Legal Administration	1,120,116	271,282	99,227	161,928	686,905	24.22%
Finance:						
Administration	505,711	159,891	59,273	1,191	344,629	31.62%
Services	1,072,179	359,677	88,197	676	711,826	33.55%
Property Tax	1,141,576	357,870	80,149	78,741	704,965	31.35%
Sales Tax	901,144	294,569	76,338	7,997	598,578	32.69%
Assessing:						
Administration	1,350,530	462,778	112,628	36,865	850,886	34.27%
Appraisal	1,993,482	516,065	172,215	10,561	1,466,857	25.89%
Resource Planning:						
Administration	1,261,643	245,519	79,700	22,197	993,927	19.46%
GIS	499,590	217,642	29,676	416	281,531	43.56%
River Center	675,967	190,678	69,389	5,983	479,305	28.21%
Senior Citizens Grant Program	721,846	107,138	107,138	614,708	-	14.84%
School District Operations	55,004,255	19,251,933	4,270,833	-	35,752,322	35.00%
Solid Waste Operations	8,952,757	1,967,641	624,268	2,266,663	4,718,453	21.98%
Economic Development	360,000	41,961	29,997	230,003	88,036	11.66%
Non-Departmental	3,153,477	943,988	202,561	67	2,209,422	29.93%
Total Expenditures	\$ 85,759,851	\$ 27,619,691	\$ 6,838,280	\$ 3,970,819	\$ 54,169,341	32.21%

Kenai Peninsula Borough
Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor *ch*

THRU: Brandi Harbaugh, Finance Director *BH*

FROM: Sarah Hostetter, Payroll Accountant *SH*

DATE: November 16, 2020

RE: Budget Revisions – October 2020

Attached is a budget revision listing for October 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.

CLERK'S OFFICE - ELECTIONS

To purchase precinct supply bags and other election supplies.

100-11130-00000-43310 (Advertising)		\$765.00
100-11130-00000-43410 (Printing)		\$13,305.00
100-11130-00000-43810 (Rents & Operating Leases)		\$1,400.00
100-11130-00000-42210 (Operating Supplies)	\$2,165.00	
100-11130-00000-42410 (Small Tools & Minor Equipment)	\$13,305.00	

FINANCE - ADMINISTRATION

To purchase computers to support remote work.

100-11410-00000-43210 (Transportation & Subsistence)		\$3,500.00
100-11410-00000-48710 (Minor Office Equipment)	\$3,500.00	

FINANCE - SALES TAX & PROPERTY TAX/CASH MANAGEMENT

To cover a computer replacement in Sales Tax.

100-11440-00000-48710 (Minor Office Equipment)		\$801.00
100-11441-00000-48710 (Minor Office Equipment)	\$801.00	

HUMAN RESOURCES - ADMINISTRATION

To purchase Talk to Type software.

100-11230-00000-43019 (Software Licensing)		\$195.69
100-11230-00000-42120 (Computer Software)	\$195.69	

MAINTENANCE DEPARTMENT

To replace under budgeted computer replacements.

241-41010-00000-42310 (Repair & Maintenance Supplies)		\$1,760.00
241-41010-00000-48710 (Minor Office Equipment)	\$1,760.00	

MAYOR'S OFFICE

To replace damaged chair mat.

100-11210-00000-43999 (Contingency)		\$70.00
100-11210-00000-42410 (Small Tools & Minor Equipment)	\$70.00	

OCTOBER 2020 CONTINUED**INCREASE DECREASE****NIKISKI FIRE SERVICE AREA**

Moving funds that are available due to lower than expected quotes to be available for purchasing radio equipment for the new station.

206-51110-20ST3-48311 (Machinery & Equipment)		\$15,000.00
206-51110-20ST3-48710 (Minor Office Equipment)	\$15,000.00	

NIKISKI FIRE SERVICE AREA

To purchase radio equipment for the new station.

206-51110-00000-40110 (Regular Wages)		\$13,524.32
206-51110-20ST3-48311 (Machinery & Equipment)	\$13,524.32	

PLANNING - LAND MANAGEMENT

To pay assessment taxes on Borough owned parcel.

250-21210-00000-45110 (Land Sale Property Tax)		\$5,727.97
250-21210-00000-43936 (USAD Assessment)	\$5,727.97	

RISK MANAGEMENT

To replace a failed Sound Level Meter and Gas Monitor.

700-11234-00000-43720 (Equipment Maintenance)		\$1,200.00
700-11234-00000-42410 (Small Tools & Minor Equipment)	\$1,200.00	

SELDOVIA RECREATION

To purchase a new vacuum cleaner approved by the Service Area Treasurer.

227-61210-00000-43960 (Recreational Program Expenses)		\$400.00
227-61210-00000-42410 (Small Tools & Minor Equipment)	\$400.00	

SOUTH PENINSULA HOSPITAL

To cover wages incurred while secretarial services are unavailable.

602-81210-00000-43011 (Contract Services)		\$3,750.59
602-81210-00000-40120 (Temporary Wages)	\$1,816.00	
602-81210-00000-40130 (Overtime Wages)	\$116.25	
602-81210-00000-40210 (FICA)	\$137.10	
602-81210-00000-40321 (Health Insurance)	\$1,681.24	

November 18, 2020

VIA EMAIL: Ed.Sniffen@alaska.gov

Clyde "Ed" Sniffen, Jr.
Acting Attorney General
State of Alaska
Department of Law
1031 West 4th Avenue, Suite 200
Anchorage, Alaska 99501

Dear Mr. Sniffen:

The undersigned are attorneys for various second-class boroughs in the state. We are aware of your comments to the media that municipalities, including second class boroughs, have powers to enact mask mandates in response to a pandemic. Earlier this summer, we explained to various members of your department why this is not legally allowable under Alaska law. We have not seen any legal analysis from your department on this issue and are again providing ours for your consideration.

Article X of the Alaska Constitution establishes the framework for local government in Alaska. Article X, Section 1 makes clear that the purpose of Article X is to provide for maximum local self-government; however, Section 3 provides that "The legislature shall classify boroughs and prescribe their powers and functions."¹ In fulfilling this duty, the Alaska Legislature has provided for some severely limited forms of local government.

Second class borough powers are enumerated by statute.² AS 29.04.020 provides that a general law municipality "has legislative powers conferred by law." AS 29 does not confer upon second class boroughs all other powers not otherwise prohibited by law.³ The powers we do have are listed in AS 29 (as well as in a few other statutes); we also exercise those powers approved by the voters in our jurisdictions. Not all of our voters have approved such broad powers for our communities such as you are suggesting.⁴

Understanding the powers second class boroughs do have is necessary in order to analyze the effect of a local disaster declaration. AS 26.23.140 provides that the effect of a local disaster emergency is to activate the response and recovery aspects of any and all applicable local or interjurisdictional disaster emergency plans, and to authorize the furnishing of aid and assistance under those plans. Please note however that AS 26.23.060, which provides for local and interjurisdictional disaster services, specifically

¹ Alaska Const. art. X, § 3

² AS 29.35.210, AS 29.35.300.

³ A home rule borough or city may exercise all legislative powers not prohibited by law or by charter. Alaska Const. art. X, § 11.

⁴ This includes the Fairbanks North Star Borough, Kenai Peninsula Borough, Matanuska-Susitna Borough, Ketchikan Gateway Borough, and Aleutians East Borough.

provides in paragraph (h) that it does not empower a political subdivision to perform responsibilities that it is not otherwise empowered to perform. Importantly, the lack of a power means that second-class boroughs cannot legally provide the facility, service or regulations related to that power, even in a disaster emergency.

Some examples of actions a second-class borough does have the authority to do during an emergency include:

- Stand up emergency shelters directly related to the emergency.⁵
- Activate its Emergency Operations Center to assist with calls and provide a central place for requests and information.
- Maintain a website with updated information regarding closures and other pertinent information for residents.
- Coordinate with other private and public agencies engaged in disaster response activities.
- Comply with orders of the State requesting resources to assist with the emergency.

Absent adoption of an appropriate power, some examples of actions a second-class borough does not have the authority to do on an areawide, nonareawide, or service area basis include:

- Order citizens to isolate or quarantine.
- Close private businesses or otherwise place restrictions on their operations.
- Halt evictions or similar proceedings.
- Order utilities to not shut off service.
- Provide temporary housing for homeless populations.
- Provide food or other assistance to persons who are out of work.
- Require citizens to shelter in place, wear masks or similar health mandates.

To be clear, subject to individual municipal codes, second class boroughs may generally institute measures necessary to respond to the current declared disaster related to COVID-19 provided such actions are related to a power granted to the borough. It must ensure that such measures are not prohibited by state law, do not impermissibly conflict with state law, are not unconstitutional, or are not otherwise preempted by state action. Second class boroughs do not have “police powers” or general health and social services powers and cannot implement measures for the protection of the health, safety, and welfare of its citizens as your office suggests.

/s/ Jill S. Dolan
Jill S. Dolan, Borough Attorney
Fairbanks North Star Borough

/s/ Colette Thompson
Colette Thompson
Kenai Peninsula Borough

⁵ If a borough does not have health and social service powers, it is not able to set up homeless shelters or places to feed people who are out of work.

/s/ Nicholas Spiropoulos
Nicholas Spiropoulos, Borough Attorney
Matanuska-Susitna Borough

/s/ Glenn Brown
Glenn Brown, Borough Attorney
Ketchikan Gateway Borough


/s/ Joseph Levesque
Joseph Levesque, Attorney
Levesque Law Group, LLC
Attorneys for Bristol Bay Borough and
Aleutians East Borough

/s/ Scott Brandt-Erichsen
Scott Brandt-Erichsen
Keene & Currall, P.P.C.
Attorneys for Kodiak Island Borough

Kenai Peninsula Borough
Planning Department – Land Management Division

MEMORANDUM

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

THRU: Charlie Pierce, Mayor 

FROM: Marcus Mueller, Land Management Officer
On behalf of So Prep Interim Facility Management Team

DATE: November 19, 2020

RE: Status Report on Soldotna Prep Building

The Soldotna Prep Building was vacated by KPBSD in the summer of 2019. Possession of the building thereby returned to KPB. KPB established an interdepartmental Interim Facility Management Team to oversee and make recommendations on the management of the facility. Since being under KPB control, the facility has been used for such things as the Swan Lake Fire Incident Command Post, public safety trainings, and for COVID 19 back-up facility planning. The facility is budgeted out of the general fund, with a realized annual cost of approximately \$200,000.

In early 2020, KPB purchasing and contracting commissioned an architectural study to investigate the So Prep building and the Redoubt Elementary building in relation to elementary educational programming currently being served out of the aging Soldotna Elementary facility. The study will aid the borough and school district in determining the best alternatives for long-term investment among the three facilities. The borough and school district will continue looking at these facilities and the education programs that they serve come up with a best path moving forward.

On the short term, KPB administration has considered three proposals for use of space at the Soldotna Prep Building. Boys and Girls Club of the Kenai Peninsula has proposed use of 10 classrooms and gymnasiums for its safe place for kids programming. Love, INC and its partners have proposed use of gymnasiums for a cold weather shelter. Central Emergency Services has proposed use of 2 classrooms for a training center. The administration has met with the Interim Facility Management Team and has given each proposal due consideration. Based on a variety of factors, a short term use agreement with the B&G Club will be considered for youth programs. An interagency agreement

Page -2-

Date: 11/19/2020

To: Assembly

RE: Status Report on Soldotna Prep Building

with CES for a temporary training center will be worked out administratively. A decision has been made that a use agreement will not be offered to Love INC, and its partners, for a cold weather shelter at Soldotna Prep.

As the Soldotna Prep Building is administered out of the general fund, cost recovery will need to be included as part of use agreements. KPB Land Management will work to prepare agreement terms that address costs for the facility. Additionally, as the discussions will continue to look at the Soldotna Prep Building on the longer term for education programs, the agreements will be short-term to allow for any other plans to take hold. Agreements will go through the current school year and be month-to-month thereafter.

Kenai Peninsula Borough Community & Fiscal Projects

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *ch*
Brandi Harbaugh, Finance Director *bx*

FROM: Brenda Ahlberg, Community & Fiscal Projects Manager *BA*

DATE: November 19, 2020

RE: 20CAR Summary Reports as of 11/19/20

The CARES Act Coronavirus Relief Fund, federal pass-through grant from the state to the borough in the amount of \$37,458,449.47 currently funds 23 of the 24 projects under the guiding principles of public safety, community resilience and economic recovery. The projects and life-to-date costs are updated weekly on the borough's dashboard at <https://cares.kpb.us/>. As of November 18, 2020, the following updates were provided by the project managers for your consideration:

CAR01 GRANTS TO SMALL BUSINESS (Ahlberg, Harbaugh and Team)

Grants in the amount of \$6,084,750 has been distributed to qualified nonprofits and small businesses in the unincorporated communities. Desk audits are being conducted on 10 percent of the grantees and 10 percent of the grant funds. CAR01 also funds the senior grant awards for COVID19-related impacts. Ten grant awards of \$50,000 each have been executed; two of the ten agreements have been completed. Senior centers include: Anchor Point, Cooper Landing, Forget-Me-Not Adult Daycare, Homer and Homer Friendship Centers, Kenai, Ninilchik, Seward, Soldotna and Sterling. The senior centers in Nikiski, Seldovia and Tyonek declined the funds.

CAR02 AUDITING SERVICES FOR SINGLE AUDITS (Harbaugh and Team)

Federal Single audit services related to fiscal year 2020 are being performed for Central Peninsula Hospital and South Peninsula Hospital, these are anticipated to be completed once compliance supplement is received at the end of November early December. Estimated total cost \$20,000.

CAR03 REIMBURSE HOSPITAL COSTS (Ahlberg)

Grant award was executed with South Peninsula Hospital to reimburse emergency protective measures costs in the amount of \$700,000. The life-to-date costs are for testing, personal protective equipment, infection control/med supplies, contractual medical professionals as well as for staff overtime. This agreement expedites the reimbursements to the hospital that would have otherwise been through the FEMA Public Assistance program under the federal disaster declaration, which averages 3-5 years for reimbursement on approved costs.

CAR04 VOLUNTEER FIRE & EMS (Beech)

Six grant awards in the amount of \$50,000 each have been executed with fire departments in the unincorporated communities of Cooper Landing, Lowell Point, Moose Pass, Ninilchik, Village of Port Graham and Village of Seldovia; one of the six agreements has been completed.

CAR05 FIRE & EMS SA PERSONNEL COSTS (Harbaugh and Team)

This project supports the percentage of the EMS personnel costs significantly associated with COVID-19 related policies and processes. As of October 31, 2020, the following has been expended:

	Mar 1-October 31, 2020
Nikiski Fire	\$ 878,651
Bear Creek Fire and Emergency	18,483
Anchor Point Fire	134,812
Central Emergency Services	2,215,284
Kachemak Emergency Services	111,295
EPHESA	15,632
911 Dispatch	66,018
	\$ 3,440,175

CAR06 & CAR21 KPB EMERGENCY RESPONSE-PPE-PERSONNEL (Harbaugh, Nelson and Team)

These projects represent the costs related to the Incident Management Team and emergency protective measures. Emergency protective measures includes labor and equipment needed to provide Personal Protective Equipment (PPE), engineered controls and disinfection measures to Borough employees and facilities. To a lesser extent, this project also funds some time related to OEM response and coordination activities when in excess of normal 40 hours/week work scheduled. Additionally, Borough employees that are out on leave related to federal Payroll Protection Program, Emergency Paid Sick Leave Act and the Emergency Family Medical Leave Expansive Act are funded through this project.

CAR07 ABSENTEE VOTE BY MAIL (Blankenship and Team)

Project completed; total cost \$125,025.71: Absentee vote by mail campaign, advertising, online application with verification, database integration and GIS integration and verification. The purpose of this project was to promote optional voting methods (i.e. by mail or electronic transmission) to voters for the October 6th Regular Municipal Election and potential October 27th Mayoral Runoff Election in order to decrease the number of voters that vote in person on election day; therefore, helping to mitigate the spread of the Coronavirus.

The KPB Clerk’s Office mailed 48,344 absentee ballot applications to voters registered in the 22 polling site precincts. We received 3,625 applications either in the mail or through the online application portal. We mailed 3,514 absentee ballot packages, of which 2,675 were returned voted. 100 voted ballot packages were not counted for various reasons and 2,575 were counted. These ballots along with the ones voted in person at absentee voting sites, questioned and special needs ballots totaled 4,535 voters voting outside of their polling location on election day, contributing to a 28.15% voter turnout for the October regular election (10-year

average equals 22%). The 10-year average of voters voting outside of their polling location on election day is 17%, this year it was 31%.

CAR08 & CAR10 REMOTE MEETING INTEGRATION & RETROFIT ASSEMBLY CHAMBERS TO ACCOMMODATE PHYSICAL AND TECHNOLOGY INTEGRATIONS (Blankenship, Frey and Team)

This project addresses safety concerns to conduct in-person, public meetings with separated workspaces as well as remote attendance options that include either online participation or through analogue phone.

CAR08: Project managers met onsite with the consultant to review the requirements for the systems and fill in any missing information. Some Bosch equipment delivered onsite and staged for installation. The project is on schedule for completion. Budget amendment is requested to use \$10,000 to connect the Donald E. Gilman River Center with upgraded audio/video to allow for online meetings and physical distancing in the conference room.

CAR10: Chambers construction is progressing on schedule. New dais and electrical conduit in process of being reconstructed. All demolition work has been completed including asbestos abatement. Lighting, painting and wall finishes are in progress.

CAR09 TECH-COMMUNICATIONS TOWER SITE DEVELOPMENT (Hanson and Team)

This project funds two subrecipient grant agreements to increase rural internet service to support distance education and teleworkers. SpitWSpots (SwS) is constructing six communications towers in the unincorporated communities of Bear Creek, Cohoe, Nikiski, Nikolaevsk, Ninilchik and Tyonek. Alaska Communication Systems (ACS) is upgrading communications equipment that six different ACS communications hubs.

Current status/recent events:

SwS is well underway with tower construction at four sites, with foundation work mostly complete and tower builds soon to commence. Site lease agreements with KPB are nearly complete, and SwS has made progress in lease talks with Tyonek. The Tyonek installation is a smaller footprint that won't involve foundation work, so the delay in construction start is not considered problematic. On November 10, 2020 the assembly approved an amendment increase of \$600,000 to the SwS grant for the Nikiski tower site to improve communications in the north/western KPB. Foundation work at Nikiski Fire Station #3 is just commencing, and tower components are in the pipeline from the tower manufacturer, with delivery estimates still on track for the 12/30/20 deadline.

ACS also reports significant progress with their project. Currently four of the six DSLAM units are online, and project completion is expected by November 30, 2020.

CAR11 KPBSD RESPONSE & PREPAREDNESS (Griebel and Team)

Maintenance Department continues prepping bottle fill/fountain locations to receive the Elkay units once they arrive. Preparations are a shared effort between plumbing staff and the electrical group. We are told that arrival of the units is expected on the week of 11/23/20. However, Maintenance expects a push from there if arrival bumps up against the Thanksgiving holiday.

CAR12 HOSPITAL TESTING EQUIPMENT (Hedges and Hospital Team)

This project originally allocated \$650,000 to purchase testing equipment for Central Peninsula Hospital (CPH) and to reimburse construction costs necessary to install the equipment. However, the equipment is estimated to be delivered after the 12/30/20 deadline making the purchase ineligible for the use of the Coronavirus Relief Funds. A purchase order was issued by CPH to secure a place on the waiting list for this unit using plant replacement funds appropriated through Ordinance 19-19-40. Due to the uncertainty of the ongoing pandemic the need for the diagnostic unit is still evident, and we remain on the waiting list with a projected delivery date anticipated in the first quarter of 2021. It is our intent to maintain that current status until a confirmed date of delivery can be established. At that time, we would need to bring the matter back before the assembly for consideration. The equipment manufacturer agrees to not invoice on the PO until we confirm a ship date with the manufacture.

CAR13 RETROFIT KPB FACILITIES (Frey, Griebel, Hedges and Team)

Maintenance and Purchasing & Contracting are collaborating on the purchase and installing of air purification systems to existing air supply systems in borough facilities, schools and fire stations, known as O2prime systems. The needed equipment will purify air in main building corridors, reducing viral spread, mold spore and odors as well as the reduction of airborne particulates. Currently, Purchasing & Contracting is managing the majority of the O2prime system installs. Maintenance has a group of staff that are coordinating with the electrical contractors and providing Ethernet data drops to the proposed control panel locations. All of the wire has been received and the installation process is underway at various locations. Four contracted electricians are working around the peninsula to install the systems. Programming and start up on some of the systems could start the week of 11/23/20, and several systems are estimated to be online each week throughout December.

CAR14 TECH-IMT REMOTE WORK-PC UPGRADES (Nelson and Team)

Project completed; total cost \$66,955.07: This project provided equipment and infrastructure to support remote work for the Borough, specifically for our emergency response functions as carried out by our Incident Management Team. This project procured PC/tablet combinations that can be used in our fixed facilities using a docking station or can be used in the field to create a virtual operations center. The project also procured the software necessary for the PCs to allow for collaboration.

CAR15 TECH-REMOTE WORK KITS FOR TELEWORK (Hanson and Team)

Computer hardware and software needs specific for borough staff that are teleworking as a result from COVID19 impacts are charged to this project code. All goods and services will be completed before the 12/30/20 deadline.

CAR16 GIS UPDATE FOR REMOTE ASSESSMENT (Wilcox and Team)

The project scope is to acquire Pictometry for eastern peninsula canvass area for remote assessments while limiting the risk of COVID19 exposure to personnel. Eagleview has gathered data and delivered hard copy of imagery. We are awaiting one final component of the project, the change finder portion. That is expected to be completed by mid-December.

CAR17 TECH-911 BACKUP DISPATCH ANSWERING CENTER (Frey, Kosto, Nelson and Team)

This project creates a backup 911 center to allow for social distancing during COVID and similar events, as well as to provide backup for all types of emergencies and disasters that could occur at the primary facility. The work involved remodel of an existing space to include the addition of emergency power, communications tower, and a significant amount of IT equipment to support the connection back to the primary 911 facility and the state telecommunication system, which provides the majority of the radio communications to first responders around the peninsula. Construction is currently scheduled to be completed in the first week of December, followed by the installation of furniture and workstations. Due to supply chain issues, the communications tower has not yet arrived, once that is installed the final connections and testing will be made for the radio system. Anticipated completion is 12/30/20.

CAR18 TECH-COMMUNICATIONS ENGINEERING ANALYSIS (Nelson)

A communication engineering analysis is underway in order to evaluate first responder communications throughout the Borough. This analysis will allow for the formulation of a Borough wide strategic plan both for first responder and general business communications, which will support remote work and potentially provide a minimum standard for all KPB sites in order to support video communications and other technologies. The study is currently in the draft phase and is being reviewed by Office of Emergency Management prior to the final version being published, which is expected in the second week of December.

CAR19 GRANTS TO SMALL BUSINESS - 2ND DISTRIBUTION (Ahlberg, Harbaugh and Team)

Approximately \$1,526,000 has been distributed to qualified nonprofits and small businesses in the unincorporated communities. Desk audits are being conducted on 10 percent of the grantees and 10 percent of the grant funds.

CAR20 SOLID WASTE DEBRIS/SLASH DISPOSAL (Kort, Taylor and Team)

Project completed; total cost \$129,932.45: In response to COVID 19, the State of Alaska initiated a statewide burning ban. The Spruce Bark Beetle infestation created a need for satellite accumulation locations for brush/slash disposal beyond normal because of the increased volume of materials. The Central Peninsula Landfill (CPL - Soldotna) and Snug Harbor (Cooper Landing) sites are the closest locations to the infestation and thereby received a bulk of the materials. The burn ban prevented accumulated brush/slash from being burned at CPL, creating a need for an alternative means of disposal. The construction debris and stumps mixed into the large volume of brush/slash accumulation required the materials to be segregated at the Snug Harbor site prior to burning after the burn ban was lifted.

June through September, Central Peninsula Landfill executed the chipping and grinding project.

A contractor was hired to chip/grind approximately 1,593 tons of brush/slash. This material was used on the lined cell of CPL and chips were spread onto interior slopes for disposal and hill stabilization to prevent erosion. Work was completed at the Snug Harbor site during the second week of October.

**CAR21 FY21 KPB RESPONSE-PPE-PERSONNEL & RECOUP LOST REVENUE
(Harbaugh, Nelson and Team)**

See narrative above. This project may be updated based upon assembly's approval to supplement three additional projects under CAR21: The School District's Telephony Project, Student Home-to-School Transportation Costs and funding to support presumed COVID-19 education-related expenditures (resolution introduced 12/01/20).

CAR22 CITY ALLOCATIONS (Ahlberg and Harbaugh)

This project provides a portion of the Borough's CRF funds to the cities of Homer, Kachemak City, Kenai, Seldovia, Seward and Soldotna for the purpose of supplementing nonprofit/small business grants, housing relief programs, senior center programs and emergency protective measures as aligned with the cooperative agreement approved by way of Resolutions 2020-064 and 2020-076. All subrecipient agreements have been executed, full disbursements released, and two of the six agreements have been closed.

CAR23 HOUSING RELIEF PROGRAM (Beech)

This project provides \$2,000,000 toward housing relief for qualified individuals that were directly impacted by COVID19. Up to \$1,200 per month for the months of September through December will be distributed to the landlord or lender. As 11/18/20, 707 applications have been received of which 368 are owners and 339 are renters. The average payment is estimated at \$842.13/month. Alaska Housing Finance Corporation is overseeing the application approvals and payment process. More information can be found at <https://kpbhousingrelief.org/>

**CAR24 POPPY LANE FACILITY SOCIAL DISTANCING RETROFIT
(Hedges, Vick and Team)**

Plans and drawing were received on November 13. Due to the December 30st deadline the use of a general contractor is not possible. We are currently working with Maintenance to verify that the work can be completed through the use of temporary maintenance employees and some minor sub-contract work. This approach should allow for the work to be flexible in lead times and scope changes. Anticipated completion 12/30/20.

Kenai Peninsula Borough Assembly Committees 2020 – 2021

ASSEMBLY COMMITTEES

- **Finance Committee**
Tyson Cox, Chair
Kenn Carpenter, Vice Chair
Richard Derkevorkian
- **Lands Committee**
Richard Derkevorkian, Chair
Brent Johnson, Vice Chair
Bill Elam
- **Policies & Procedures Committee**
Jesse Bjorkman, Chair
Willy Dunne, Vice Chair
Kenn Carpenter
- **Legislative Committee**
Brent Johnson, Chair
Jesse Bjorkman, Vice Chair
Willy Dunne
- **President Pro Tem**
Tyson Cox
- **OTHER BOROUGH COMMITTEES**
- **School Board**
Bill Elam
Richard Derkevorkian, Alternate
- **Security and Resilience Commission**
Willy Dunne

SERVICE AREA BOARD LIAISONS

- **Anchor Point Fire & EMS** – Brent Johnson
- **Bear Creek Fire** – Kenn Carpenter
- **CES/CPEMS** – Tyson Cox
- **Kachemak Emergency Service Area** –
Willy Dunne
- **KPB Roads** – Bill Elam
- **Nikiski Seniors** – Jesse Bjorkman
- **Nikiski Fire** – Jesse Bjorkman
- **North Peninsula Recreation** –
Jesse Bjorkman
- **Seldovia Recreational** – Willy Dunne
- **Seward/Bear Creek Flood** –
Kenn Carpenter
- **South Kenai Peninsula Hospital** -
Lane Chesley, Willy Dunne
- **NON-BOROUGH COMMITTEES**
- **Cook Inlet Aquaculture**
Dale Bagley
- **Cook Inlet R.C.A.C.**
Grace Merkes, term expires April 2023
- **Kenai Peninsula Economic Development
District**
VACANT
- **Kenai Peninsula College Council**
Brent Johnson, term expires June 2020
- **Kenai River Special Management Area
Advisory Board**
Brent Hibbert, term expires with office
- **Prince William Sound R.C.A.C.**
Mako Haggerty, term expires May 2021
- **Kachemak Bay Research Reserve
Community Council**
Willy Dunne, term expires with office