

# Kenai Peninsula Borough

*144 North Binkley Street*

*Soldotna, AK 99669*



## Meeting Agenda

**Tuesday, April 7, 2026**

**6:00 PM**

**Meeting ID: 897 1694 8642 Passcode: 075938**

**Betty J. Glick Assembly Chambers**

**Meeting ID: 897 1694 8642 Passcode: 075938**

## Assembly

*Ryan Tunseth, President*

*Kelly Cooper, Vice President*

*Willy Dunne*

*Cindy Ecklund*

*Dale Eicher*

*Scott Griebel*

*Michael Hicks*

*Lenora Niesen*

*Sarge Truesdell*

**CALL TO ORDER****PLEDGE OF ALLEGIANCE****INVOCATION**

*Any invocation that may be offered at the beginning of the assembly meeting shall be a chaplain from borough fire and emergency service areas. No member of the community is required to attend or participate in the invocation.*

**ROLL CALL****COMMITTEE REPORTS****APPROVAL OF AGENDA AND CONSENT AGENDA**

*(All items listed with an asterisk (\*) are considered to be routine and non-controversial by the Assembly and will be approved by one motion. Public testimony will be taken. There will be no separate discussion of these items unless an Assembly Member so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.)*

**ACTION ITEMS CURRENTLY ON CONSENT AGENDA:**

KPB-7559: March 17, 2026 Regular Assembly Meeting Minutes

Resolution 2026-020: Accepting \$210,000 from the State of Alaska, Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management for Emergency Management Operations

Resolution 2026-019: Approving a Standardization Policy for the Use of Environmental Systems Research Institute, Inc., ArcGIS Software

Ordinance 2026-13: Authorizing a Public Purpose Non-Commercial Communication Site Lease Agreement with the Cooper Landing Community Club, Inc.

Ordinance 2025-19-34: Appropriating Supplemental Funds from the General Fund and Authorizing the Maintenance Department to Redirect Funds Previously Appropriated for the Ninilchik School Septic Replacement Project to the Nikiski North Star School Septic Replacement Project

Ordinance 2025-19-35: Amending the Records Micrographics Technician Job Descriptions and Appropriating Necessary Funds for the Positions

Ordinance 2025-19-36: Appropriating Funds for Reimbursement of Costs for Replacement of the Fire Alarm System for The Kenai Health Center

Ordinance 2025-19-37: Accepting and Appropriating Grant Funds from the Alaska Department of Natural Resources Volunteer Fire Capacity Program on behalf of Bear Creek Fire, Kachemak Emergency, Nikiski Fire and Western Emergency Service Areas

KPB-7567: Authorizing the Issuance of a Letter of Non-Objection to the Alcohol Beverage Control Board Regarding the Transfer of Location and Owner as Requested by 360 Entertainment, LLC dba Orca Theater, Beverage Dispensary License No. 975, outside Soldotna city limits

KPB-7568: Confirming an Appointment to the Road Service Area Board

**ACTION ITEM ELIGIBLE TO BE ADDED TO THE CONSENT AGENDA:**

Ordinance 2025-19-29: Appropriating Funds from the Nikiski Senior Service Area Fund Balance for Personnel Costs in FY2026

Ordinance 2025-19-30: Appropriating Insurance Proceeds and Additional Local Funds for Structural Repairs at Kenai Central High School Vocational Building

Ordinance 2025-19-28: Appropriating \$100,000 in Supplemental Funding from the General Fund to Replace Seward High School's Gym Floor

Ordinance 2025-19-31: Appropriating Funds from the General Fund for Skyview School Boiler Replacement

Ordinance 2025-19-32: Accepting and Appropriating Code Blue Grant Funds from the Southern Region Emergency Medical Services, Inc. on Behalf of Bear Creek Fire Service Area

Ordinance 2025-19-33: Accepting and Appropriating Code Blue Grant Funds from the Southern Region Emergency Medical Services, Inc. on Behalf of Nikiski Fire Service Area

Ordinance 2026-10: Authorizing the Lease of a Material Site Owned by the Kenai Peninsula Borough by Competitive Lease Offering Through Sealed Bid Procedures

**APPROVAL OF MINUTES**

- \*1. [KPB-7559](#) March 17, 2026 Regular Assembly Meeting Minutes

Attachments: [March 17, 2026 Regular Assembly Meeting Minutes](#)

## COMMENDING RESOLUTIONS AND PROCLAMATIONS

### PRESENTATIONS WITH PRIOR NOTICE

*(20 minutes total)*

1. [KPB-7565](#) Project Homeless Connect Update, Kathy Gensel, Director, Central Peninsula Health Foundation & Cheri Smith, Executive Director at LeeShore Center

Attachments: [Project Homeless Connect Update](#)

2. [KPB-7573](#) Invasive Species Project - Elodea at Crescent Lake, Jen Chauvet, Kenai Peninsula Cooperative Species Management Area

Attachments: [Invasive Species Project - Crescent Lake Elodea](#)

### PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

*(3 minutes per speaker; 20 minutes aggregate)*

### MAYOR'S REPORT

Mayor's Report Cover Memo

[KPB-7569](#) Mayor's Report Cover Memo

Attachments: [Mayor's Memo](#)

1. Assembly Requests/Responses
2. Agreements and Contracts
  - a. [KPB-7570](#) Authorization to Award Contract for ITB26-013 Central Emergency Services #1 Office Furnishings Procurement

Attachments: [Contract for ITB26-013 Central Emergency Services #1 Office Furnishings](#)
  - b. [KPB-7571](#) Authorization to Award Contract for RFP26-013 Browns Coho Acres and Caribou Crossing Engineering

Attachments: [Contract for RFP26-013 Browns Coho Acres and Caribou Crossing Engineerin](#)

- c. [KPB-7572](#) Authorization to Award Contract RFP26-016 Port Graham LP Tank Farm Redesign

*Attachments:* [Contract RFP26-016 Port Graham LP Tank Farm Redesign](#)

## ITEMS NOT COMPLETED FROM PRIOR AGENDA

### PUBLIC HEARINGS ON ORDINANCES

*(Testimony limited to 3 minutes per speaker)*

Ordinances referred to Finance Committee

1. [2025-19-29](#) An Ordinance Appropriating Funds from the Nikiski Senior Citizens Service Area Fund Balance for Additional Personnel Costs for FY2026 (Mayor)

*Attachments:* [Ordinance 2025-19-29](#)  
[Memo](#)

2. [2025-19-30](#) An Ordinance Appropriating Insurance Proceeds and Additional Local Funds for Structural Repairs at Kenai Central High School Vocational Building (Mayor)

*Attachments:* [Ordinance 2025-19-30](#)  
[Memo](#)

3. [2025-19-28](#) An Ordinance Appropriating \$100,000 in Supplemental Funds from the General Fund to Replace Seward High School's Gym Floor (Mayor)

*Attachments:* [Ordinance 2025-19-28](#)  
[Memo](#)  
[Reference Copy O2025-19-04](#)

4. [2025-19-31](#) An Ordinance Appropriating Funds from the General Fund for Skyview School Boiler Replacements (Mayor)

*Attachments:* [Ordinance 2025-19-31](#)  
[Memo](#)

5. [2025-19-32](#) An Ordinance Accepting and Appropriating Code Blue Grant Funds from the Southern Region Emergency Medical Services, Inc. on Behalf of Bear Creek Fire Service Area (Mayor)

*Attachments:* [Ordinance 2025-19-32](#)  
[Memo](#)

6. [2025-19-33](#) An Ordinance Accepting and Appropriating Code Blue Grant Funds from the Southern Region Emergency Medical Services, Inc. on Behalf of Nikiski Fire Service Area (Mayor)

*Attachments:* [Ordinance 2025-19-33](#)  
[Memo](#)

Ordinances referred to Lands Committee

7. [2026-10](#) An Ordinance Authorizing the Lease of a Material Site Owned by the Kenai Peninsula Borough by Competitive Lease Offering Through Sealed Bid Procedures (Mayor)

*Attachments:* [Ordinance 2026-10](#)  
[Memo](#)  
[Map](#)  
[Draft Lease](#)  
[Reference Copy R95-003](#)

## UNFINISHED BUSINESS

## NEW BUSINESS

### 1. Resolutions

Resolutions referred to Finance Committee

- \*a. [2026-020](#) A Resolution Accepting \$210,000 from the State of Alaska, Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management for Emergency Management Operations (Mayor)

*Attachments:* [Resolution 2026-020](#)  
[Memo](#)  
[Award Letter](#)

Resolutions referred to Policies and Procedures Committee

- \*b. [2026-019](#) A Resolution Approving a Standardization Policy for the Use of Environmental Systems Research Institute, Inc., ArcGIS Software (Mayor)

*Attachments:* [Resolution 2026-019](#)  
[Memo](#)  
[Quote](#)

## 2. Ordinances for Introduction

Ordinances for Introduction and referred to the Finance Committee

- \*a. [2026-13](#) An Ordinance Authorizing a Public Purpose Non-Commercial Communication Site Lease Agreement with the Cooper Landing Community Club, Inc. (Mayor) (Hearing on 04/21/26)

Attachments: [Ordinance 2026-13](#)  
[Memo](#)  
[Lease Map](#)  
[Lease Agreement](#)  
[Merger of Title Affidavit](#)

- \*b. [2025-19-34](#) An Ordinance Appropriating Supplemental Funds from the General Fund and Authorizing the Maintenance Department to Redirect Funds Previously Appropriated for the Ninilchik School Septic Replacement Project to the Nikiski North Star School Septic Replacement Project (Mayor) (Hearing on 04/21/26)

Attachments: [Ordinance 2025-19-34](#)  
[Memo](#)  
[Reference Copy O2024-19-19](#)

- \*c. [2025-19-35](#) An Ordinance Amending the Records Micrographics Technician Job Descriptions and Appropriating Necessary Funds for the Positions (Tunseth at the Request of the Borough Clerk) (Hearing on 04/21/26)

Attachments: [Ordinance 2025-19-35](#)  
[Memo](#)  
[Lead Records-Micrographics Technician](#)  
[Records-Micrographics Technician I II](#)

- \*d. [2025-19-36](#) An Ordinance Appropriating Funds for Reimbursement of Costs for Replacement of the Fire Alarm System for The Kenai Health Center (Mayor) (Hearing on 04/21/26)

Attachments: [Ordinance 2025-19-36](#)  
[Memo](#)

- \*e. [2025-19-37](#) An Ordinance Accepting and Appropriating Grant Funds from the Alaska Department of Natural Resources Volunteer Fire Capacity Program on behalf of Bear Creek Fire, Kachemak Emergency, Nikiski Fire and Western Emergency Service Areas (Mayor) (Hearing on 04/21/26)

Attachments: [Ordinance 2025-19-37](#)  
[Memo](#)  
[Grant Award Letter](#)

### 3. Other

Other items referred to Finance Committee

- \*a. [KPB-7567](#) Authorizing the Issuance of a Letter of Non-Objection to the Alcohol Beverage Control Board Regarding the Transfer of Location and Owner as Requested by 360 Entertainment, LLC dba Orca Theater, Beverage Dispensary License No. 975, outside Soldotna city limits

Attachments: [Memo](#)  
[Application](#)  
[Notice](#)  
[Orca Theater Diagram](#)

Other items referred to Policies and Procedures Committee

- \*b. [KPB-7568](#) Confirming an Appointment to the Road Service Area Board (Mayor) Buck Jones, Seat South Region, Term Expires 09/30/2027

Attachments: [Appointment to Road Service Area Board](#)

## PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

## ASSEMBLY COMMENTS

## PENDING LEGISLATION

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

1. [2026-09](#) An Ordinance Amending Borough Code, KPB 2.58.058 and KPB 4.30.060, Relating to Dual Service Prohibitions and Incompatibility of Offices (Mayor) (Hearing on 04/21/26)

Attachments: [Ordinance 2026-09](#)  
[Memo](#)

2. [2026-12](#) An Ordinance Amending Borough Code, KPB Chapter 2.60, to Establish the Department of Public Safety Communications and Sunset the Advisory Board under KPB 2.60.040 (Mayor) (Hearing on 04/21/26)

Attachments: [Ordinance 2026-12](#)  
[Memo](#)

## INFORMATIONAL MATERIALS AND REPORTS

### ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. April 21, 2026  
Regular Assembly Meeting 6:00 PM  
Seward Community Library and Museum  
239 Sixth Avenue, Community Room  
Remote participation available through Zoom  
Meeting ID: 897 1694 8642 Passcode: 075938

### ADJOURNMENT

*This meeting will be broadcast on KDLL-FM 91.9 (Central Peninsula), KBBI-AM 890 (South Peninsula), and KIBH FM 91.7 (East Peninsula).*

*The meeting will be held in the Betty J. Glick Assembly Chambers, Borough Administration Building, Soldotna, Alaska. The meeting will also be held via Zoom, or other audio or video conferencing means whenever technically feasible. To attend the Zoom meeting by telephone call toll free 1-888-788-0099 or 1-877-853-5247 and enter the Meeting ID: 897 1694 8642 Passcode: 0745938. Detailed instructions will be posted on at the Kenai Peninsula Borough's main page at [www.kpb.us](http://www.kpb.us)*

*For further information, please call the Clerk's Office at 714-2160 or toll free within the Borough at 1-800-478-4441, Ext. 2160. Visit our website at <https://kpb.legistar.com/Calendar.aspx> for copies of the agenda, meeting minutes, ordinances and resolutions.*



# Kenai Peninsula Borough

144 North Binkley Street  
Soldotna, AK 99669

## Meeting Minutes - Draft

### Assembly

*Ryan Tunseth, President*  
*Kelly Cooper, Vice President*  
*Willy Dunne*  
*Cindy Ecklund*  
*Dale Eicher*  
*Scott Griebel*  
*Michael Hicks*  
*Lenora Niesen*  
*Sarge Truesdell*

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Tuesday, March 17, 2026

6:00 PM

Betty J. Glick Assembly Chambers  
Meeting ID: 897 1694 8642 Passcode: 075938  
[https://yourkpb.zoom.us/j/89716948642?  
pwd=fEb3zpJksgh1maera2nn3XZRWifPat.1](https://yourkpb.zoom.us/j/89716948642?pwd=fEb3zpJksgh1maera2nn3XZRWifPat.1)

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Meeting ID: 897 1694 8642 Passcode: 075938

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### INVOCATION

The invocation was given by Frank Alioto, Chaplain for Central Emergency Services.

### ROLL CALL

**Present:** 9 - Ryan Tunseth, Kelly Cooper, Cindy Ecklund, Willy Dunne, Dale Eicher, Lenora Niesen, Michael Hicks, Sarge Truesdell, and Scott Griebel

Also present were:

Peter A. Micciche, Borough Mayor  
Brandi Harbaugh, Finance Director  
Sean Kelley, Borough Attorney  
Michele Turner, Borough Clerk  
Sue Ellen Essert, Deputy Borough Clerk

### COMMITTEE REPORTS

Assembly President Tunseth stated the Committee of the Whole met and conducted the Borough Clerk's annual review.

*[9 Present: Cooper, Dunne, Ecklund, Eicher, Griebel, Hicks, Niesen, Truesdell, Tunseth]*

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

*[9 Present: Cooper, Dunne, Ecklund, Eicher, Griebel, Hicks, Niesen, Truesdell, Tunseth]*

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

*[9 Present: Cooper, Dunne, Ecklund, Eicher, Griebel, Hicks, Niesen, Truesdell, Tunseth]*

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

*[9 Present: Cooper, Dunne, Ecklund, Eicher, Griebel, Hicks, Niesen, Truesdell, Tunseth]*

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

*[9 Present: Cooper, Dunne, Ecklund, Eicher, Griebel, Hicks, Niesen, Truesdell, Tunseth]*

## APPROVAL OF AGENDA AND CONSENT AGENDA

Cooper moved to approve the agenda and consent agenda.

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

[KPB-7497](#) February 17, 2026 Regular Assembly Meeting Minutes

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

[2025-19-27](#) An Ordinance Accepting and Appropriating Code Blue Grant Funds from the Southern Region Emergency Medical Services, Inc. on Behalf of Western Emergency Service Area (Mayor)

**This Budget Ordinance was enacted.**

[2026-05](#) An Ordinance Authorizing Retention or Sale of Certain Real Property Obtained by the Kenai Peninsula Borough Through Tax Foreclosure Proceedings (Mayor)

*[Clerk's Note: Exhibit B, Parcels to be Sold by Auction, of Ordinance 2026-05 was amended; parcel numbers 17913312 and 16929013 were deleted from the list, and the fifth Whereas clause of Ordinance 2026-05 was amended to read, "KPB will, up to the close of business at 5:00 p.m. AKST on April 24, 2026, extend the right to former owners of record to repurchase parcels retained for public purpose and parcels that are scheduled for sale, excluding any unredeemed parcel that lies in a city that the city has requested for*

*conveyance and that have been deeded to the city subject to the payment by the city of unpaid borough taxes and costs of foreclosure levied against the property before foreclosure; and”]*

**This Ordinance was enacted as amended.**

[2026-07](#)

An Ordinance Authorizing the Kenai Peninsula Borough to Enter Into a Long-Term Lease Agreement with the City of Seward for Operation of a Public Outdoor Shooting Range (Mayor)

**This Ordinance was enacted.**

[2026-08](#)

An Ordinance Authorizing a Communications Site Lease Agreement with Chugach Electric Association, Inc., in Cooper Landing (Mayor)

**This Ordinance was enacted.**

#### NEW BUSINESS

[2026-013](#)

A Resolution Approving an Amendment to the Nikiski Senior Citizens, Inc. FY2026 Senior Grant Program Budget (Mayor)

*[Clerk's Note: Assembly Member Niesen disclosed that she was a member of the Nikiski Senior Citizens, Inc. board.]*

**This Resolution was adopted.**

[2026-014](#)

A Resolution Authorizing a Recategorization of an Existing Full-Time Lead Operator Classified Position to a Full-Time Landfill Manager Administrative Service Position at the Homer Landfill and Approving the Job Description (Mayor)

**This Resolution was adopted.**

[2026-012](#)

A Resolution Confirming an Appointment to a Non-Borough Board (Tunseth)

**This Resolution was adopted.**

[2026-015](#)

A Resolution Authorizing Fiscal Year 2027 Federal Legislative Priority Project to Construction of a Class I Injection Well at Central Peninsula Landfill (Mayor)

**This Resolution was adopted.**

[2026-016](#)

A Resolution Requesting the State Legislature Amend Alaska Statutes Section 14.17.410 to Reduce Statutory Disincentives for School Closure or Consolidation Decisions (Mayor, Eicher)

**This Resolution was adopted.**

[2026-017](#) A Resolution Requesting the State Legislature to Hold the Determination of Full and True Value of the Taxable Real and Personal Property Under Alaska Statutes Section 14.17.510 to the FY26 Determination for Three Years (Mayor)

**This Resolution was adopted.**

[2025-19-29](#) An Ordinance Appropriating Funds from the Nikiski Senior Citizens Service Area Fund Balance for Additional Personnel Costs for FY2026 (Mayor) (Hearing on 04/07/26)

*[Clerk's Note: Assembly Member Niesen disclosed that she was a member of the Nikiski Senior Citizens, Inc. board.]*

**This Budget Ordinance was introduced and set for public hearing.**

[2025-19-30](#) An Ordinance Appropriating Insurance Proceeds and Additional Local Funds for Structural Repairs at Kenai Central High School Vocational Building (Mayor) (Hearing on 04/07/26)

**This Budget Ordinance was introduced and set for public hearing.**

[2025-19-28](#) An Ordinance Appropriating \$100,000 in Supplemental Funds from the General Fund to Replace Seward High School's Gym Floor (Mayor) (Hearing on 04/07/26)

**This Budget Ordinance was introduced and set for public hearing.**

[2025-19-31](#) An Ordinance Appropriating Funds from the General Fund for Skyview School Boiler Replacements (Mayor) (Hearing on 04/07/26)

**This Budget Ordinance was introduced and set for public hearing.**

[2025-19-32](#) An Ordinance Accepting and Appropriating Code Blue Grant Funds from the Southern Region Emergency Medical Services, Inc. on Behalf of Bear Creek Fire Service Area (Mayor) (Hearing on 04/07/26)

**This Budget Ordinance was introduced and set for public hearing.**

[2025-19-33](#) An Ordinance Accepting and Appropriating Code Blue Grant Funds from the Southern Region Emergency Medical Services, Inc. on Behalf of Nikiski Fire Service Area (Mayor) (Hearing on 04/07/26)

**This Budget Ordinance was introduced and set for public hearing.**

[2026-10](#) An Ordinance Authorizing the Lease of a Material Site Owned by the

Kenai Peninsula Borough by Competitive Lease Offering Through Sealed Bid Procedures (Mayor) (Hearing on 04/07/26)

**This Ordinance was introduced and set for public hearing.**

2026-09

An Ordinance Amending Borough Code, KPB 2.58.058 and KPB 4.30.060, Relating to Dual Service Prohibitions and Incompatibility of Offices (Mayor) (Hearing on 04/21/26)

*[Clerk's Note: Assembly Member Griebel disclosed he may be interested in future borough positions and requested to excused from the vote. Per KPB 22.40.140, President Tunseth ruled Mr. Griebel would be excused from the vote.]*

**This Ordinance was introduced and set for public hearing.**

**Yes:** 8 - Tunseth, Cooper, Ecklund, Dunne, Eicher, Niesen, Hicks, and Truesdell

**Abstain:** 1 - Griebel

2026-12

An Ordinance Amending Borough Code, KPB Chapter 2.60, to Establish the Department of Public Safety Communications and Sunset the Advisory Board under KPB 2.60.040 (Mayor) (Hearing on 04/21/26)

**This Ordinance was introduced and set for public hearing.**

2026-018

NOT MOVED A Resolution Urging the State Legislature to Pass House Bill 374 Relating to the Base Student Allocation (Ecklund, Dunne) LAYDOWN

**A motion to add Resolution 2026-18 to the agenda was not made.**

2026-11

WITHDRAWN BY SPONSOR An Ordinance Amending Borough Code Sections KPB 17.10.190 and KPB 17.10.250 Regarding Casual Use of Borough Land (Mayor) (Hearing on 04/21/26)

**Yes:** 9 - Tunseth, Cooper, Ecklund, Dunne, Eicher, Niesen, Hicks, Truesdell, and Griebel

Approval of the Agenda and Consent Agenda as Amended.

President Tunseth 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 - Tunseth, Cooper, Ecklund, Dunne, Eicher, Niesen, Hicks, Truesdell, and Griebel

**PRESENTATIONS WITH PRIOR NOTICE**

1. KPB-7526 Kenai Peninsula Borough School District Quarterly Report, Clayton

Holland, Superintendent

*[Clerk's Note: Clayton Holland, Superintendent presented a quarterly report to the Assembly.]*

- 2. [KPB-7527](#) Kenai Peninsula Peace Crane Garden Trails Project Update, Sarah Pyhala, President, Shimai Toshi Garden Trails, Inc.

*[Clerk's Note: Sarah Pyhala, President, Shimai Toshi Garden Trails, Inc. presented a project update to the Assembly.]*

**PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA**

President Tunseth called for public comment.

**Maureen Todd**, Soldotna, addressed the Assembly regarding borough recreation powers and school funding.

The following people addressed the Assembly regarding school funding:

- Heidi Stokes**, Principal Chapman Elementary
- Doug Hayman**, Connections Homeschool Principal
- Danielle Byler**

**Beth Wythe**, Homer, addressed the Assembly regarding the South Peninsula Hospital community meetings.

**Danielle Chihuly**, Kasilof, addressed the Assembly regarding property assessments and school funding.

The 20 minute aggregate was reached and the public comment period was closed.

**MAYOR'S REPORT**

Mayor's Report Cover Memo

[KPB-7543](#) Mayor's Report Cover Memo

- 1. Assembly Requests/Responses
- 2. Agreements and Contracts

[KPB-7544](#) Authorization to Award a Contract for ITB26-015 Mountain View Elementary Window Replacement

## 3. Other

- a. [KPB-7545](#) Revenue Expenditure Report- February 2026
- b. [KPB-7546](#) Budget Revisions- January/February 2026
- c. [KPB-7547](#) Certification of the 2025 Real Property Supplemental Assessment Roll
- d. [KPB-7550](#) Litigation Status Report

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

[2026-04](#) An Ordinance Amending KPB 2.56.030 to Adopt the 2045 Homer Comprehensive Plan as the Official Comprehensive Plan for that Portion of the Borough within the Boundaries of the City of Homer (Mayor)

**Truesdell moved to enact Ordinance 2026-04.**

President Tunseth called for public comments with none being offered.

**The motion to enact Ordinance 2026-04 carried by the following vote:**

**Yes:** 9 - Tunseth, Cooper, Ecklund, Dunne, Eicher, Niesen, Hicks, Truesdell, and Griebel

[2026-06](#) An Ordinance Amending Borough Code Section 17.10.100(F) Regarding Methods of Disposition (Mayor)

**Truesdell moved to enact Ordinance 2026-06.**

President Tunseth called for public comment with none being offered.

**The motion to enact Ordinance 2026-06 carried by the following vote:**

**Yes:** 9 - Tunseth, Cooper, Ecklund, Dunne, Eicher, Niesen, Hicks, Truesdell, and Griebel

**UNFINISHED BUSINESS****PUBLIC COMMENTS AND PUBLIC PRESENTATIONS**

President Tunseth called for public comment.

**Casey Brouard**, Nikiski, addressed the Assembly regarding North Peninsula Recreation Center.

**Marney Alcot**, Sterling, addressed the Assembly regarding school funding.

**Greg Alcot**, Sterling, addressed the Assembly regarding school funding.

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

## **ASSEMBLY COMMENTS**

Assembly Member Dunne thanked all participants and reported that he has been working with Seldovia regarding the pool closure. He also announced his attendance at the Kachemak Bay National Estuarine Research Reserve quarterly Community Council meeting on March 27, 2026.

Assembly Member Niesen expressed appreciation to all who attended and provided comments.

Assembly Member Griebel reported attending the Central Emergency Service Area Board meeting on February 19, 2026, and the KPB Road Service Area Board meeting on March 10, 2026, providing brief updates from both. He also thanked constituents for their emails.

Assembly Member Hicks stated he was encouraged by the ongoing efforts related to school funding.

Assembly Member Eicher thanked Borough Clerk Turner for her dedicated service and support to the Assembly and noted his appreciation for public attendance.

Assembly Member Truesdell thanked the Mayor for his advocacy and expertise on the AK LNG project and briefly commented on the impact of homeschool programs on school funding.

Assembly Member Ecklund reported attending the Eastern Peninsula Highway Emergency Service Area Board meeting on March 16, 2026, and provided a brief update. She expressed appreciation for borough staff and congratulated the Seward girls and Ninilchik boys on winning the 2A State Basketball Tournament.

Vice President Cooper thanked attendees and announced the South Peninsula Hospital “Community Conversation: Lunch with Leadership” held March 18, 2026, and the Homer High School choir performances of Footloose the Musical on March 19 and 21, 2026.

President Tunseth thanked the public for their testimony, echoed appreciation for Borough Clerk Turner, and expressed gratitude to all borough staff for their continued support.

## **INFORMATIONAL MATERIALS AND REPORTS - None**

**ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS**

- 1. April 7, 2026 6:00 PM  
Regular Assembly Meeting  
Betty J. Glick Assembly Chambers  
Borough Administration Building  
Remote participation available through Zoom  
Meeting ID: 897 1694 8642 Passcode: 075938

**ADJOURNMENT**

With no further business to come before the assembly, President Tunseth adjourned the meeting at 8:42 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of March 17, 2026.

\_\_\_\_\_  
Michele Turner, CMC, Borough Clerk

Approved by the Assembly: \_\_\_\_\_



# Project Homeless Connect 2026

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In partnership with the Kenai Peninsula Homelessness Coalition and the Kenai Peninsula Project Homeless Connect Sub-committee.

# Our Goals

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- **Connect people to services efficiently and effectively that would otherwise be difficult to access.**
- **Build a more compassionate community.**
- **Reduce stigma.**
- **Provide annual data.**



# Alaska

In Alaska, a full-time worker must earn an hourly wage of \$29.73 to afford the average Fair Market Rent (FMR) for a 2-bedroom rental apartment in the state (\$1,546).

To afford this rent, without paying more than 30% of income for housing, they must earn \$61,835 annually.

Someone working minimum wage (\$13.00) would need to work 91 hours per week or 2.3 full-time jobs to afford a 2-bedroom apartment at FMR.

*Extremely low-income households are those whose incomes are at or below the federal poverty guideline*

## **Federal Poverty Guideline - Alaska**

- **\$19,950 single**                      **\$27,050 family of 2**                      **\$41,250 family of 4**

\*\*\*.NLHC.org / National Low Income Housing Coalition

# 2026 Point in Time Count / PHC

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Point in Time Count – count of sheltered and unsheltered persons experiencing homelessness carried out on one night in the last 10 calendar days of January.

According to HUD guidance, the PIT count should be completed using unduplicated counts or statistically reliable estimates of persons experiencing homelessness in both sheltered and unsheltered locations on a single night.

# 15<sup>th</sup> Annual PHC Soldotna / Kenai

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- 111 participants
- Total number in households – 241
- 43 vendors
- 183 volunteers
- 55% of participants reported first time attending event.
- 80% stated they would use a Cold Weather Emergency Shelter if available in community.
- Number of pets provided services – 24 dogs & 12 cats



# 2026 PHC Data

<b>Gender</b>	<b>Age</b>	<b>Race</b>	<b>Veteran Status</b>
54% Female 45 % Male	35 – 44 (29%) 55 – 64 (20%)	71% Caucasian 23% AK. Native / Indian	9%
<b>Slept Night Prior</b>	<b>How Long Homeless</b>	<b>Number of times Homeless in last 3 years</b>	<b>Disability</b>
34% Street/car/shelter	41% less than 1 year	24% first time	60% (67 people)
35% Friends/Family 22% Apartment/House	43% 1 year or more	31% 2–3 times 27% 4 or more times	Based on disclosure of disability – MH, Alcohol/Drug, Chronic, Developmental, Physical

# 2026 PHC Data

Domestic Violence	Primary Reason for Homelessness		Last Permanent Address
<p>55%</p> <p>80% female/20 male</p>	<p>Lack/loss of job (10%)</p> <p>Substance abuse (8%)</p> <p>Other (56%)</p>	<p>Lack of money, house fire, death in family, disabled, cost/lack of housing availability</p>	<p>40% Soldotna</p> <p>29% Kenai</p> <p>9% Kasilof</p> <p>Sterling, Nikiski, Ninilchik, Clam Gulch, Anchor Point, Anchorage, WA, OR, Colorado, Montana</p>

# Homer / Anchor Point



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- 106 participants
- Total number in households – 133
- 28 vendors
- 44 volunteers
- 16 cash / in-kind donors
- 1<sup>st</sup> CRC event – 72%

# 2026 Community Resource Connect (CRC) Homer / Anchor Point

Gender	Age	Race	Veteran Status
55% Female 42 % Male 3% Other	35 – 44 (22%) 55 – 64 (29%)	67% Caucasian 18% AK. Native / Indian	6%
Slept Night Prior	How Long Homeless	Number of times Homeless in last 3 years	Disability
13% Street/car/shelter	18% less than 1 year	34% first time	58%
11% Friends/Family 64% Apartment/House	24% 1 year or more	10% 2–3 times 5% 4 or more times	Based on disclosure of disability – MH, Alcohol/Drug, Chronic, Developmental, Physical

# Seward

---

- 26 participants
- Total number in households – 44
- 12 vendors
- 50+ volunteers
- 11 cash / in-kind donors



# 2026 Seward Cares

<b>Gender</b>	<b>Age</b>	<b>Race</b>	<b>Veteran Status</b>
38% Female 62 % Male	35 – 44 (27%) 55 – 64 (27%)	50% Caucasian 23% AK. Native / Indian	8%
<b>Slept Night Prior</b>	<b>How Long Homeless</b>	<b>Number of times Homeless in last 3 years</b>	<b>Disability</b>
8% Street/car/shelter	8% less than 1 year	4% first time	88%
30% Friends/Family 54% Apartment/House	12% 1 year or more	27% 2–3 times 15% 4 or more times	Based on disclosure of disability – MH, Alcohol/Drug, Chronic, Developmental, Physical

# What people need



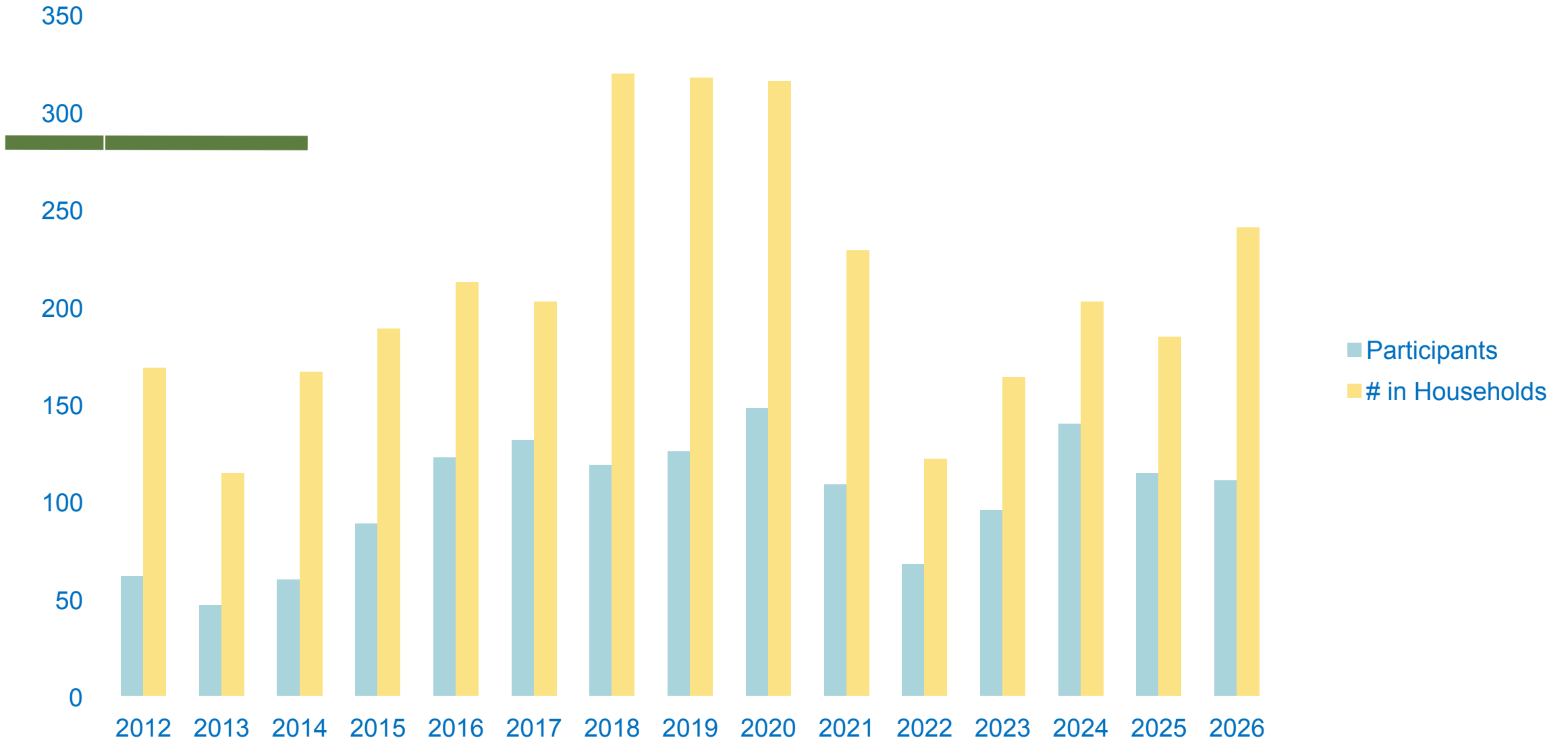
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- **Primary needs:** food, employment, housing, money, transportation.
- **Secondary needs:** rental & utility assistance, gas vouchers, vehicle repair, basic hygiene items, medical & dental, winter gear, access to shower & laundry.

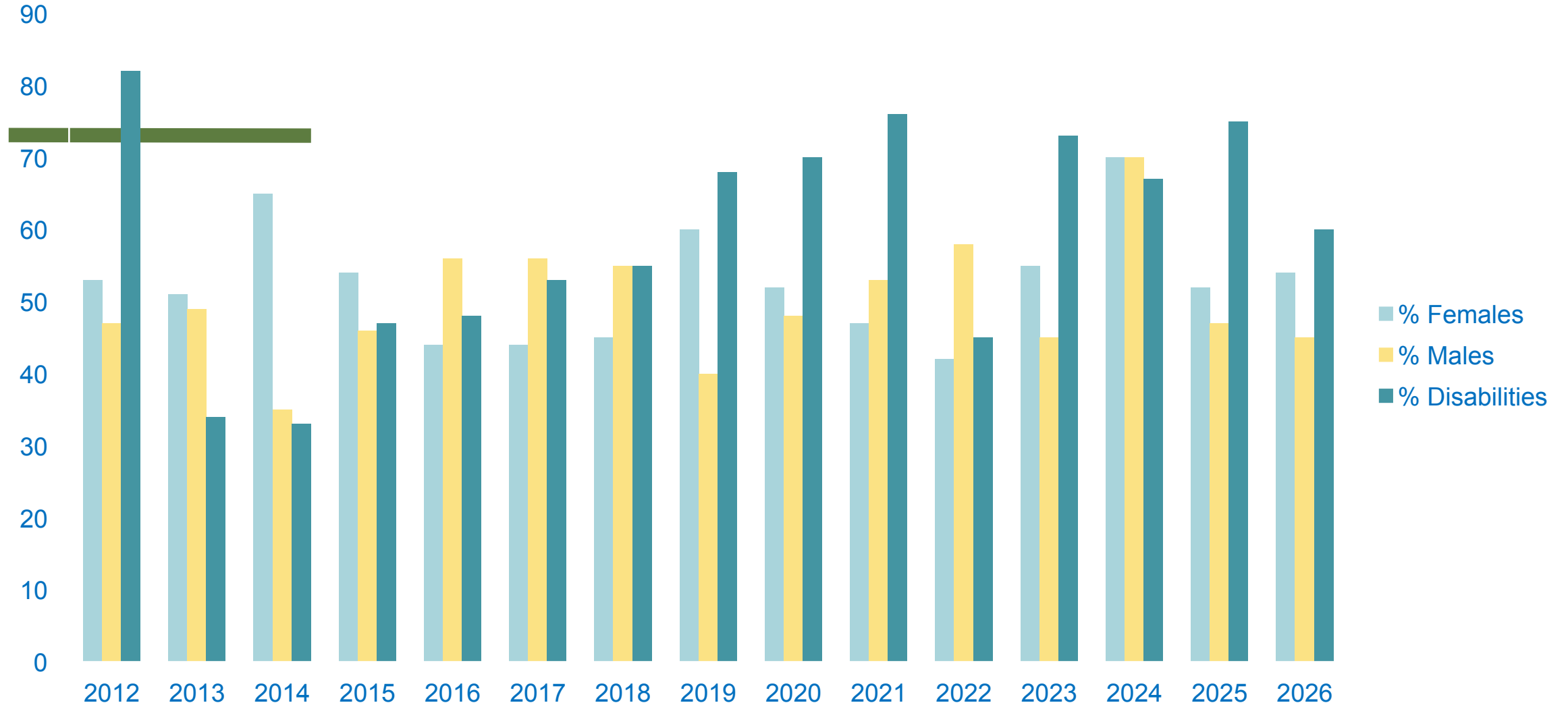
## Participant Exit Survey:

- 99% stated the event was helpful to them.
- 98% felt respected and supported.

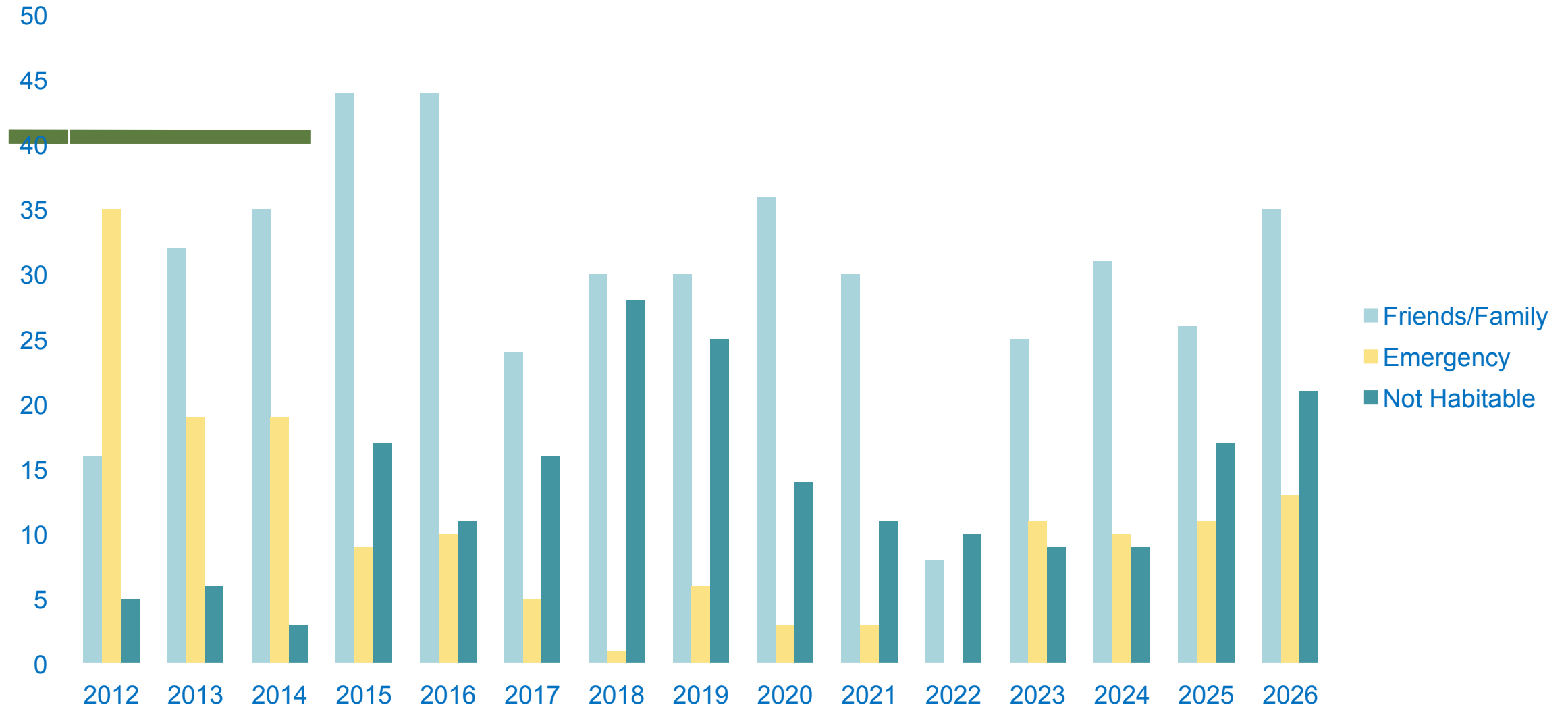
# Participants & Households



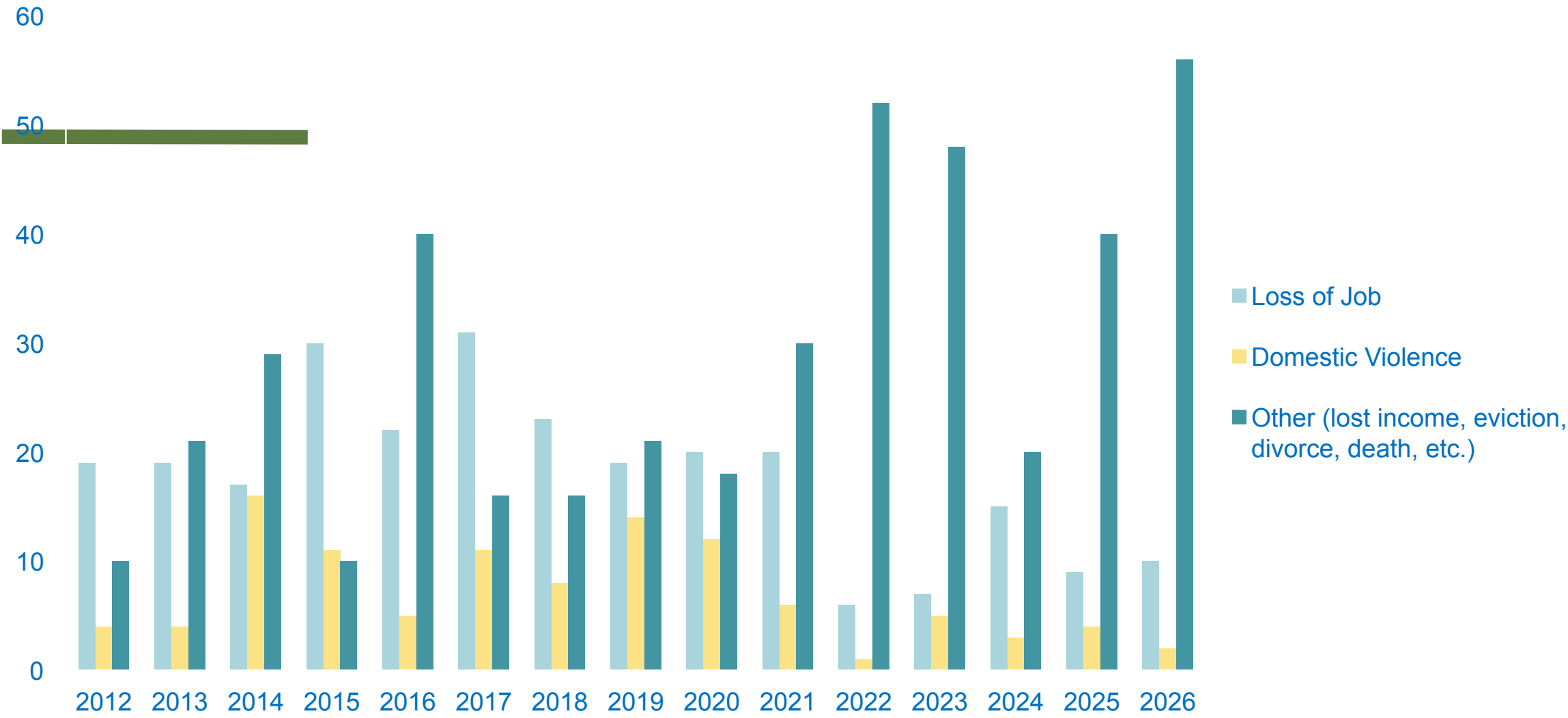
# Gender & Disabilities



# Housing Status



# Primary Reason for Homelessness



# 15 Year Data Comparison

Year	Participants	Household	Female	Male	Disability	Vendors	1st Time PHC
2012	62	169	53%	47%	82%	20	100%
2013	47	115	51%	49%	34%	25	92%
2014	60	167	65%	35%	33%	25	91%
2015	89	189	54%	46%	47%	27	80%
2016	123	213	44%	56%	48%	24	68%
2017	132	203	44%	56%	53%	33	54%
2018	119	320	45%	55%	55%	30	68%
2019	126	318	60%	40%	68%	31	56%
2020	148	316	52%	48%	70%	35	67%
2021	109	229	47%	53%	76%	COVID	62%
2022	68	122	42%	58%	45%	27	56%
2023	96	164	55%	45%	73%	40	62%
2024	140	203	50%	50%	67%	36	58%
2025	115	185	52%	47%	75%	40	51%
2026	111	241	54%	45%	60%	43	55%

# Thank you to our Sponsors!

AIH	City of Soldotna	Kenai Peninsula Foundation	Peninsula Community Health Services
Alaska Housing Finance Corp.	Cook Inlet Counseling	Kenai Peninsula Scent Work Club	Project Homeless Connect
Alaska Mental Health Trust Authority	Evenson Heritage Lodge	Kenai Public Health	Safeway – Kenai & Soldotna
Ashley Blatchford	Fred Meyer	Kenai Rotary Club	Save U More
Breath Free Coalition	Guardian	Kenaitze Indian Tribe	Soldotna Animal Hospital/Dr. Grady Austin
Bishop’s Attic	Home Depot	Knights of Columbus	Soldotna Regional Sports Complex
Cadre Feed	Independent Living Center	Mary Armstrong	Soldotna Rotary Club
Central Peninsula Hospital	Jennifer Randleas	Michelle McDonald	Soldotna United Methodist Church
Change 4 the Kenai	Kaytlynn Malone	Midnight Son Seventh-Day Adventist Church	Spendard Builders Supply
Christ Lutheran Church	Kenai Methodist Church	North Star United Methodist Church	Thrivent Financial
Church of Jesus Christ of Latter Day Saints	Kenai Peninsula Interfaith Group	Our Lady of Perpetual Help Catholic Church	Walmart
City of Kenai	Kenai Peninsula Food Bank	Our Lady of the Angels Catholic Church	



# Thank you!

---

**Cheri Smith:** [csmith@leeshoreak.org](mailto:csmith@leeshoreak.org)

**Kathy Gensel:** [kgensel@cpgh.org](mailto:kgensel@cpgh.org)

A scenic landscape of a river valley with mountains and a boat on the water. The scene is captured in a cool, blue-toned light, possibly during dawn or dusk. In the foreground, a small wooden boat with two oars is beached on a dark, pebbly shore. The river flows through the center of the valley, reflecting the sky. The mountains on either side are rugged and covered in sparse vegetation. The overall mood is serene and natural.

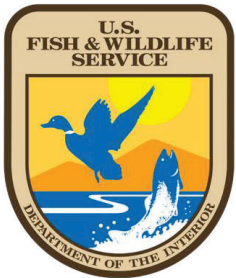
# Protecting Kenai River Salmon: Eradicating Elodea from Crescent Lake

Kenai Peninsula Borough Assembly Meeting

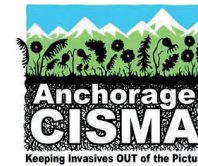
April 7, 2026

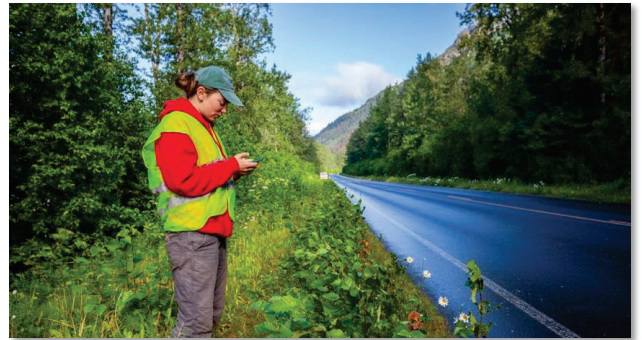


KENAI PENINSULA COOPERATIVE  
**INVASIVE SPECIES  
MANAGEMENT AREA**



Kenai Watershed Forum





# What is Elodea?

- Waterweed native to parts of North America
- First and only aquatic invasive plant known to be present in Alaska
- Reproduces from small fragments that can root and grow into dense mats
- Crowds out native vegetation, reduces biodiversity
- Dense infestations obstruct water flow, deplete dissolved oxygen
- Destroys salmon spawning beds, alters availability of suitable prey for juvenile salmon
- Decreases property values, impedes boat travel, floatplane hazard



Photo: Kristine Dunker/ADF&G



Photo: Matt Bowser/USFWS



Photo: USFWS

# History of Elodea on the Kenai Peninsula



*Colin Canterbury applies fluridone to Sandpiper Lake (Matt Bowser/USFWS)*

- First discovered on the Kenai Peninsula in 2012
- By 2019, had been identified in six lakes (Daniels, Stormy, Beck, Sports, Sandpiper, and Hilda-Seppu) on the northwestern Peninsula
- A collation of KP-CISMA partners collaborated to treat these infestations beginning in 2013.
  - Funding primarily from KPB and the National Fish & Wildlife Foundation
- After 9 years of treatment and monitoring, in 2022, all known infestations of Elodea on the Peninsula had been eradicated!

# Elodea in Crescent Lake

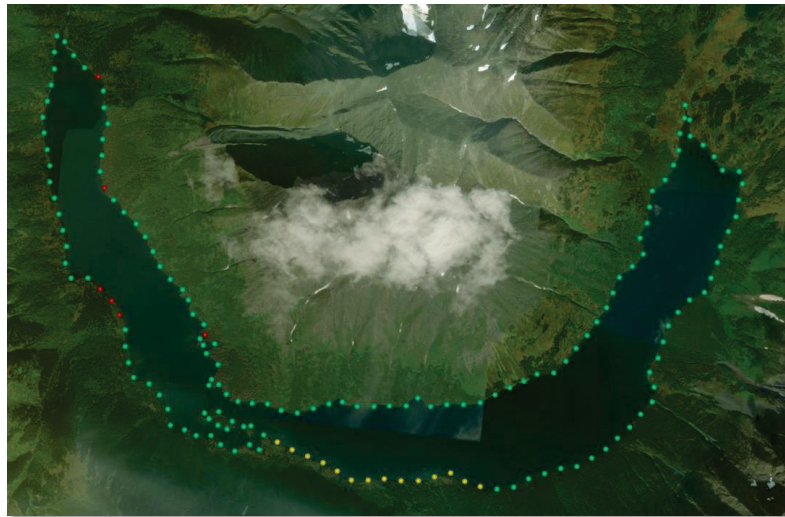
- U.S. Forest Service staff found Elodea in Crescent Lake in September 2023 during a scheduled survey.



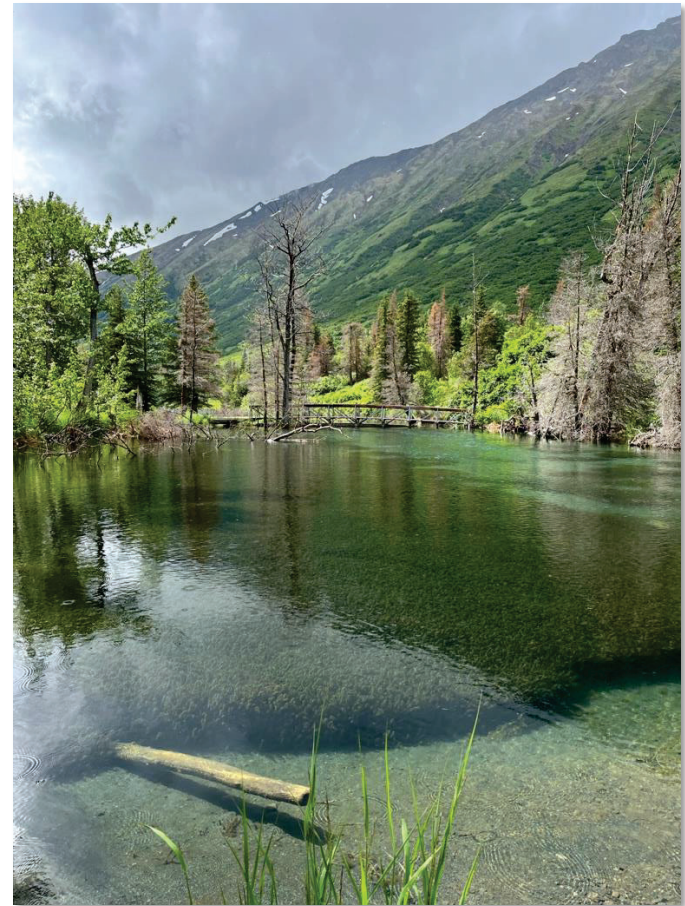
*Caitlin Luby with a rake full of Elodea at Crescent lake (Katie Baker/USFS)*

# Elodea in Crescent Lake

- Follow up surveys identified four infested areas in the western half of the lake, including at the outlet, and covering a total of roughly **11 surface acres**.



*Mapped locations of the Crescent Lake Elodea infestations (USFS)*



*Elodea in the Crescent Lake outlet (USFS)*

# Crescent Lake

- Large, remote alpine lake located on the Chugach National Forest
- 1,345 acres
- Maximum depths approximately 91 meters (300 feet)
- Six-mile hike from the Cooper Landing side
- Popular destination for hikers and cabin-goers, supports recreational grayling fishery
- Local floatplane school uses for landing and takeoff practice






**Main concern: Potential for Elodea to spread downstream, including to the Kenai River**

- Could devastate salmon habitat, with cascading consequences
  - Overall ecological health
  - Fisheries
  - Subsistence resources
  - Economy and livelihoods dependent on healthy salmon populations, the river, and tourism

# Crescent Lake Elodea Working Group



Forest Service  
U.S. DEPARTMENT OF AGRICULTURE

**ELODEA IDENTIFIED IN CRESCENT LAKE!**

*ELODEA*

ELODEA IS A FAST GROWING AQUATIC INVASIVE PLANT SPECIES. IT GROWS IN DENSE MATS THAT CHOKER WATERWAYS AND LAKES. THREATEN FISHERIES AND RECREATION OPPORTUNITIES AND CREATE HAZARDOUS CONDITIONS FOR FLOAT PLANE PILOTS.

ELODEA SPREADS FROM TINY FRAGMENTS INTRODUCED BY FLOAT PLANES, BOATS, TRAILERS, FISHING EQUIPMENT AND HOME/SCHOOL AQUARIUMS.


**CLEAN, DRY, DRAIN EVERY WATERBODY, EVERY TIME**

- CLEAN AND INSPECT YOUR AIRCRAFT BEFORE EVERY FLIGHT
- REMOVE VISIBLE PLANTS AND PUMP WATER FROM FLOATS.
- DON'T TAXI THROUGH HEAVY PLANT GROWTH
- RAISE/LOWER RUDDERS TO FREE PLANT FRAGMENTS OVER DRY LAND OR THE WATERS YOU JUST LEFT

**CALL 1-877-INVASIV TO REPORT SIGHTINGS**  
NOTE LOCATION AND WATER CLARITY/DEPTH  
TAKE A PHOTO

**WE NEED YOUR HELP TO PREVENT THE SPREAD OF ELODEA!**

INVASIVE AQUATIC SPECIES PRESENT AN ONGOING THREAT TO NATIVE SPECIES, OUR ECONOMY, RECREATION AND HUMAN HEALTH AND SAFETY.



## Core Partners

- Homer Soil & Water Conservation District
- Alaska Department of Natural Resources
- U.S. Fish and Wildlife Service & Kenai National Wildlife Refuge
- U.S. Forest Service
- Cook Inlet Aquaculture Association
- Alaska Department of Fish and Game

## Guidance

- KP-CISMA Integrated Pest Management Plan for Eradicating Elodea from the Kenai Peninsula
- Partner experience and expertise

## Funding

- Alaska Sustainable Salmon Fund Grant, awarded March 2025

## Rapid Response Plan

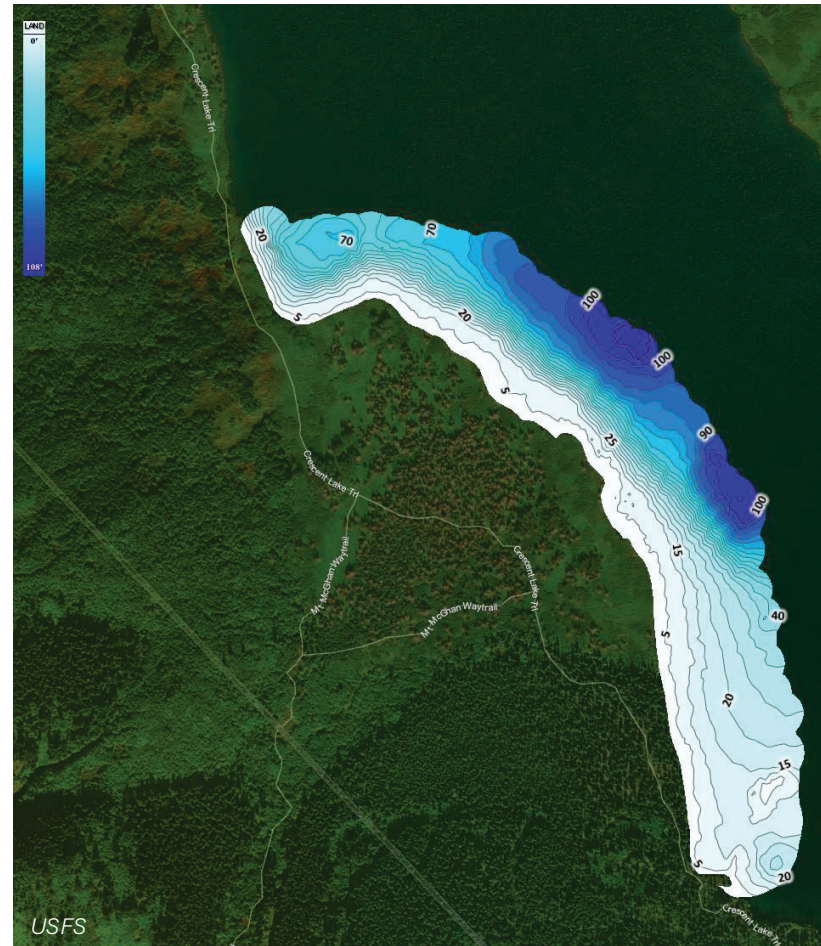
- Herbicide treatment
- Manual removal
- Outreach

# Developing a Treatment Plan

Data Collection: Bathymetry



Photo: USFS

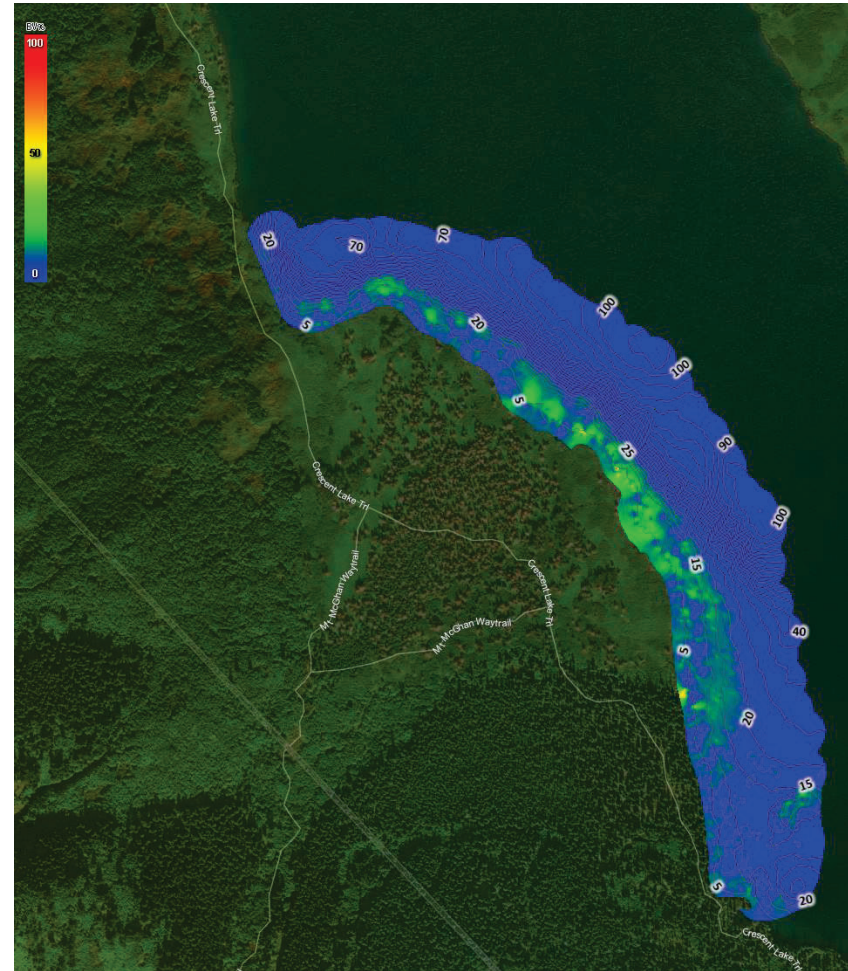


# Developing a Treatment Plan

Data Collection: Vegetation Density



Photo: USFS

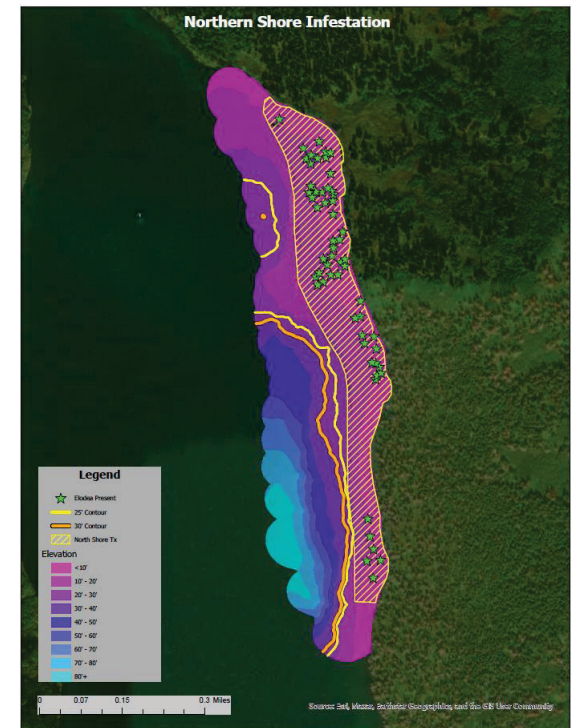
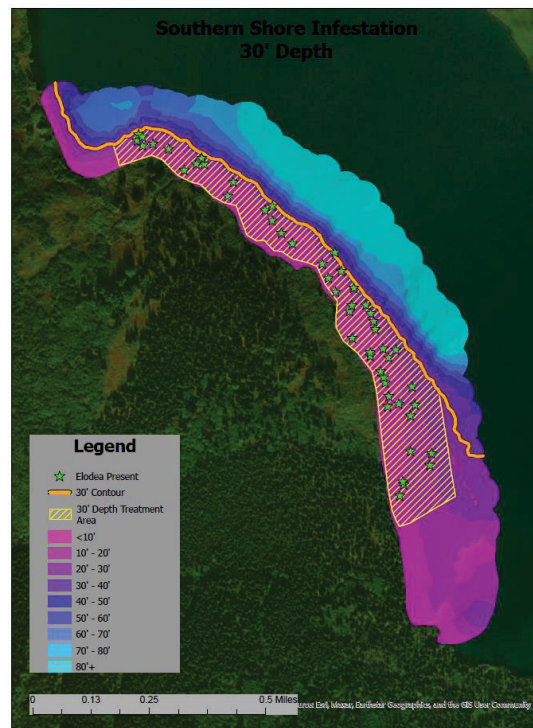


# Developing a Treatment Plan

Data Collection: Elodea Density



Chris Haberbusch holds a rake of Elodea at Crescent Lake (USFS)



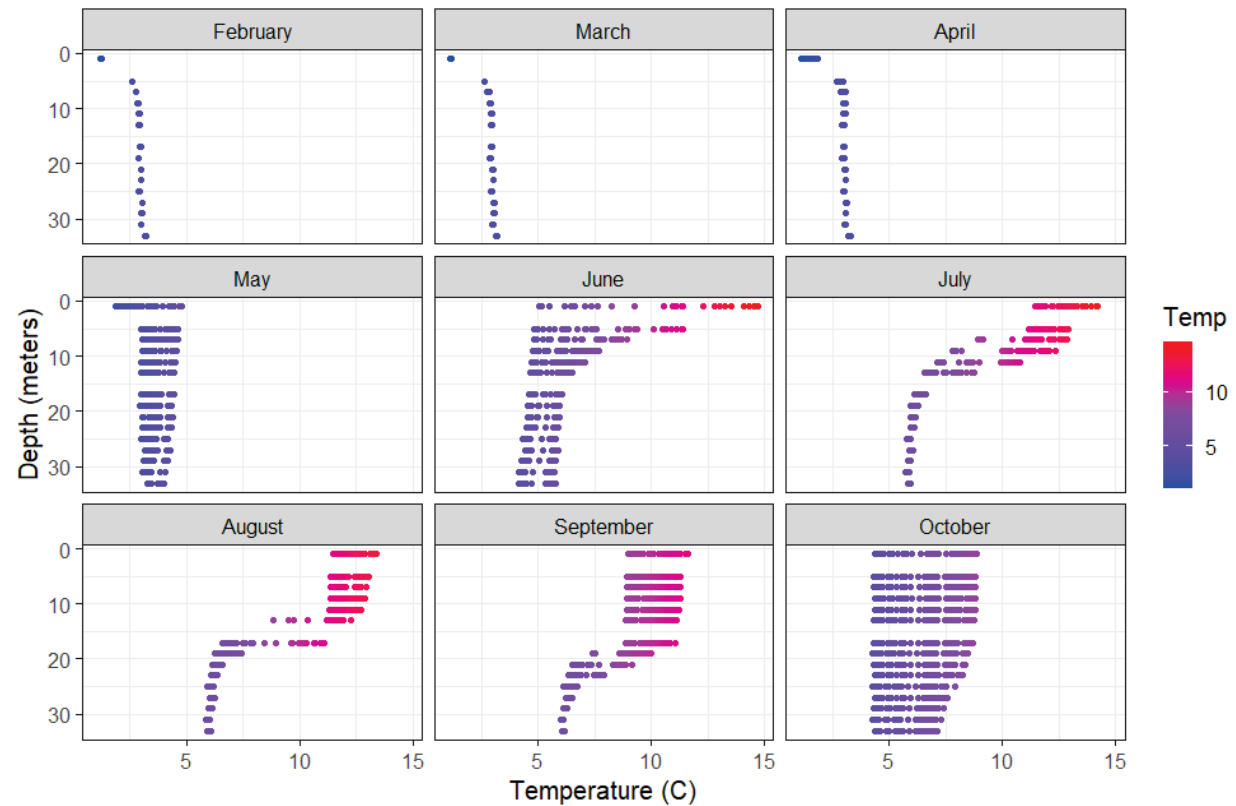
# Developing a Treatment Plan

Data Collection: Temperature Stratification



Photo: USFS

Monthly Temperature Profiles - Crescent Lake, Alaska  
February to October 2024

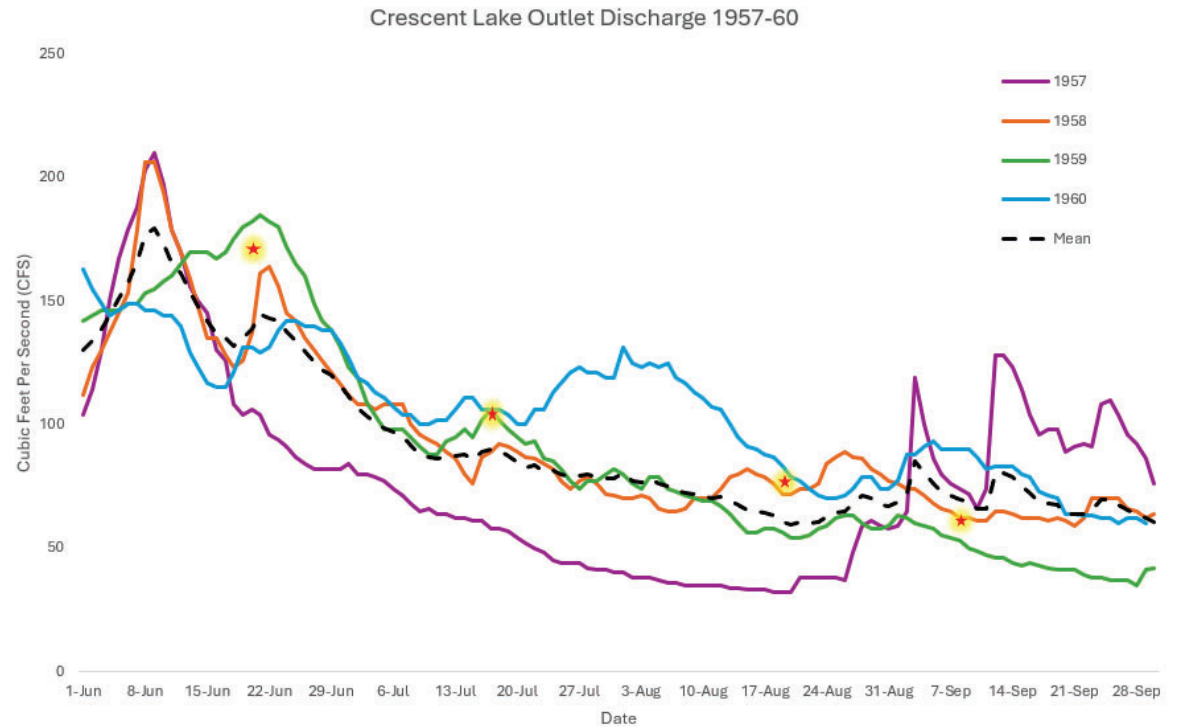


# Developing a Treatment Plan

Data Collection: Lake Discharge



Photo: USFS



# Outreach



**Kenai Peninsula Cooperative Invasive Species Management Area - KP CISMA**  
May 19 · 🌐

Did you miss the Crescent Lake Elodea Eradication Project info session last week? Fret not, you can now view it on our YouTube Channel! 📺

In anticipation of work set to begin this summer, KP-CISMA partners sat down with Cooper Landing community members to talk about the project and answer questions.



youtube.com

**Crescent Lake Elodea Eradication Project Informa...**

📩 Send message

**USDA Forest Service U.S. DEPARTMENT OF AGRICULTURE**

**ELODEA IDENTIFIED IN CRESCENT LAKE!**

*Elodea*

ELODEA IS A FAST GROWING AQUATIC INVASIVE PLANT SPECIES. IT GROWS IN WETTER AREAS THAT CAUSE NUTRIENT AND LAKE, THREATEN FISHERIES AND RECREATION OPPORTUNITIES AND CREATE HAZARDOUS CONDITIONS FOR FLYING PLANE PILOTS.

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INVASIVE AQUATIC SPECIES PRESENT AN ONGOING THREAT TO NATIVE SPECIES, OUR ECONOMY, RECREATION AND HUMAN HEALTH AND SAFETY.

Please join us!

**CRESCENT LAKE ELODEA ERADICATION PROJECT**  
INFORMATIONAL SESSION

**Wednesday, May 14**  
**5:30-6:30 p.m.**  
Cooper Landing Community Hall

Tune in virtually  
<https://bit.ly/4LY5W17>

Learn about this project to rid Crescent Lake of invasive Elodea and how it helps protect Kenai River salmon!

Join members of the Kenai Peninsula Cooperative Invasive Species Management Area (KP-CISMA) for a short presentation, followed by time for questions and answers.

Elodea, a highly invasive non-native aquatic plant, causes significant harm to fish habitat in Alaska.

**More Information:**  
Email [jen@homerswcd.org](mailto:jen@homerswcd.org)

The project is sponsored by the Department of Commerce and the Alaska Department of Fish and Game under NA24NMF438G0056.  
[kenaiinvasives.org](http://kenaiinvasives.org)



# 2025 Elodea Treatment on Crescent Lake

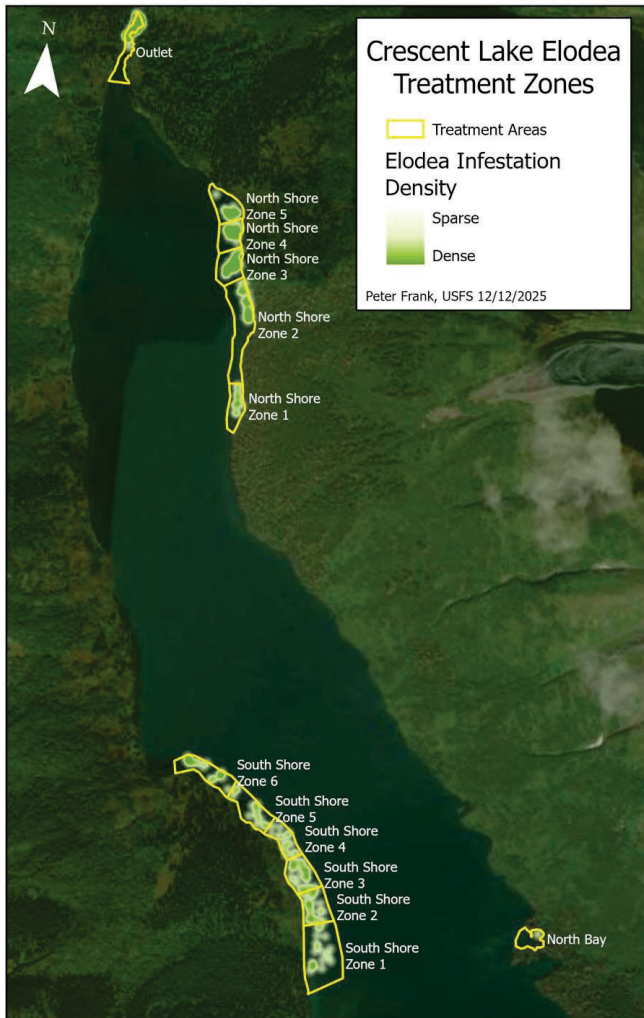
# Herbicide Application on Crescent Lake

## 2025 Treatments

- Total Treatment Area = 41.1 Surface Acres
  - Southern Shore = 24.4
  - Northern Shore = 15.6
  - Northern Bay = 1.1
- Three treatments separated by 3 weeks:
  - Treatment 1: July 7<sup>th</sup>
    - Diaquat + Fluridone (Sonar One-90 ppb)
  - Treatment 2: July 28<sup>th</sup>
    - Fluridone (Sonar One-30 ppb)
  - Treatment 3: August 22<sup>nd</sup>
    - Fluridone (Sonar One-30 ppb)



Photos: USFS & Matt Bowser/USFWS



Treat ment Zone	Treat ment 1	Treat ment 2	Treat ment 3
<b>South Shore</b>			
Zone 1	420	140	140
Zone 2	420	140	140
Zone 3	420	140	140
Zone 4	420	140	140
Zone 5	420	140	140
Zone 6	570	190	190
<b>TOTAL</b>	<b>2670</b>	<b>890</b>	<b>890</b>
<b>North Shore</b>			
Zone 1	105	35	35
Zone 2	411	134	134
Zone 3	243	81	81
Zone 4	243	81	81
Zone 5	147	49	49
<b>TOTAL</b>	<b>1150</b>	<b>380</b>	<b>380</b>
<b>North Bay</b>			
	23	8	8

Pounds of Sonar One applied in each zone

# Herbicide Application on Crescent Lake Outlet

## 2025 Treatments

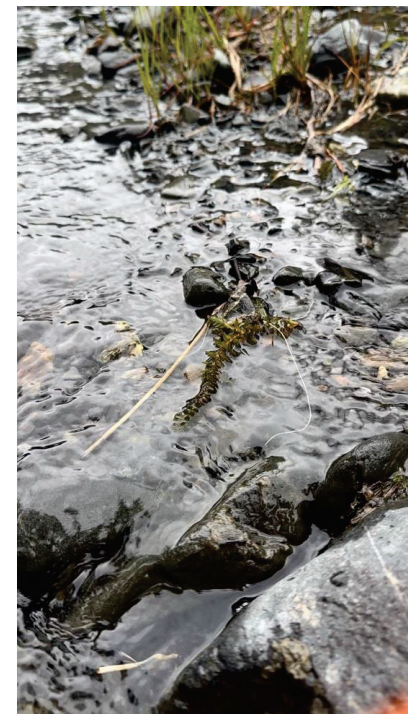
- Total Treatment Area = 1.9 Surface Acres
- Average Flow in Outlet = 75 CFS
- Dosed application of Sonar AS (fluridone) at the lake's outlet
  - 12 ppb application rate
  - 1.2 gallons per day



Photos: Matt Bowser/USFWS

## Crescent Creek Surveys and Manual Removal

- Hand pulled rooted Elodea and collected fragments in Crescent Creek
- During first treatment, Anchorage SWCD collected equivalent of a gallon Ziplock bag
- Final treatment, no Elodea found!



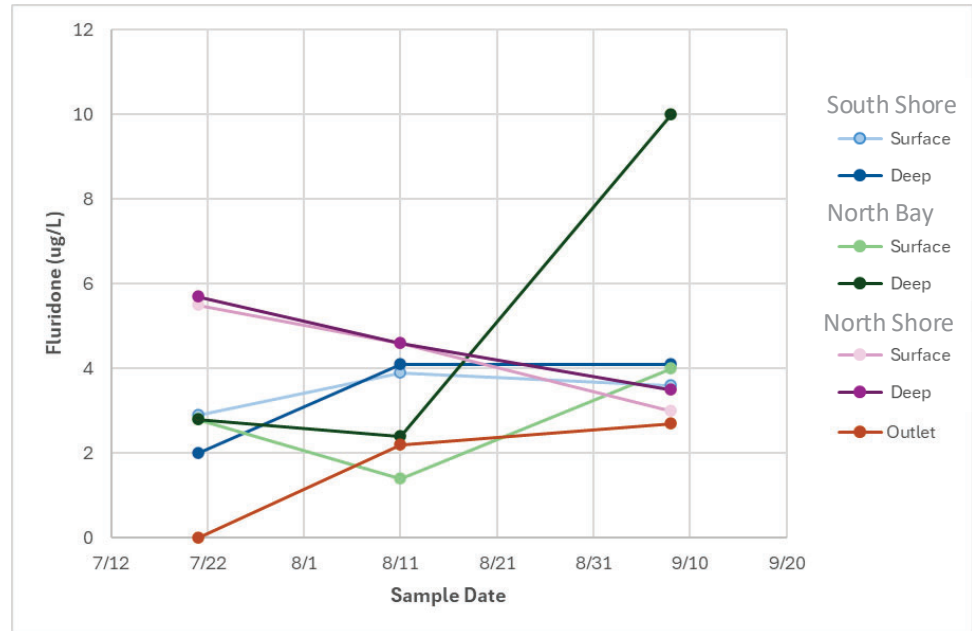
*Elodea fragments collected from Crescent Creek, July 2025  
(Hannah Thompson/ASWCD)*



Chris Haberbush collects a water sample from Crescent Lake (USFS)

# Monitoring

- FastEST sampling following each treatment to monitor concentration of herbicide in the water



# Monitoring

- Pre and Post Treatment Macrophyte Monitoring



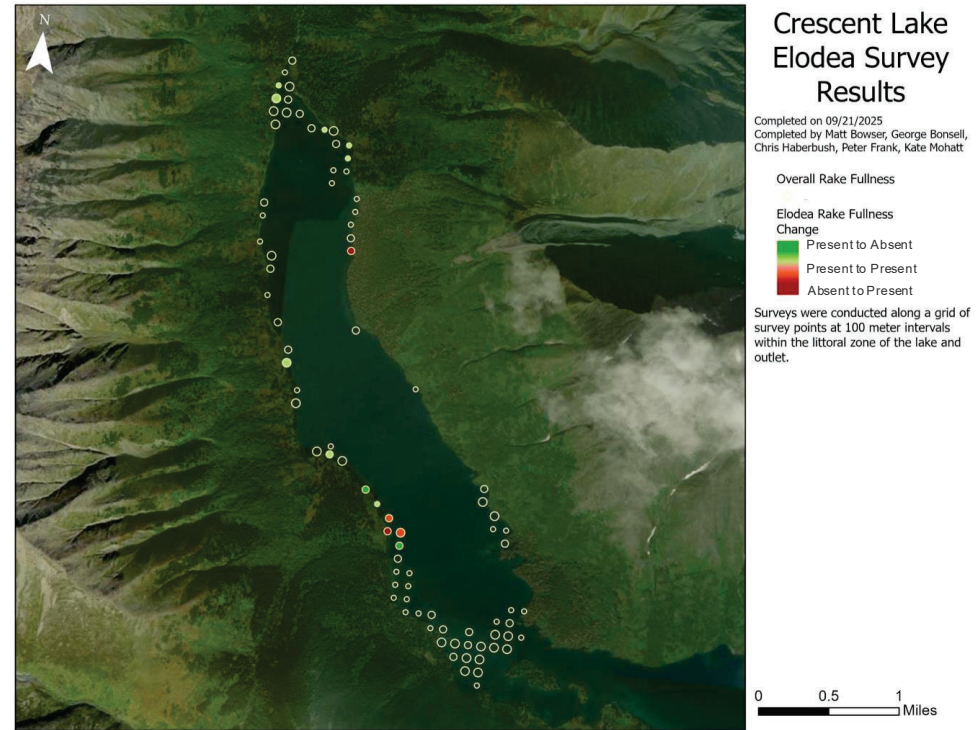
Two native macrophytes collected during rake throw survey:

- *Chara spp.*
- *Ranunculus aquatilis*

Three additional native macrophytes observed during the September survey:

- *Hippuris vulgaris*
- *Callitriche hermaphrodita*
- *Potamogeton richardsonii*

Chris Haberbush throws a rake during a vegetation survey in Crescent Lake (USFS)



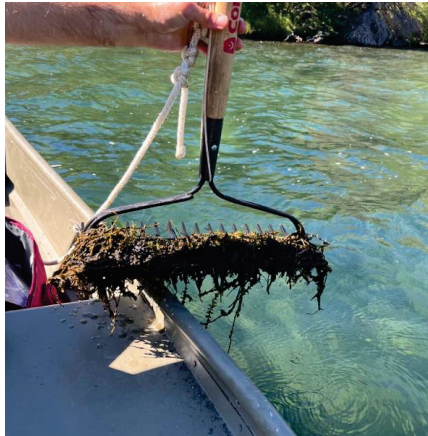
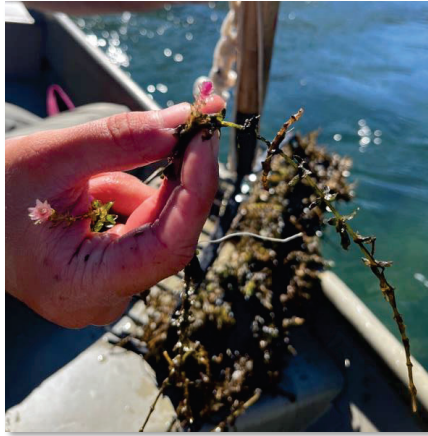
## Fall Survey

Elodea Presence		Fall Survey	
		Present	Absent
Spring Survey	Present	1	10
	Absent	3	144

Following Treatment #1



Following Treatment #2



Following Treatment #3



Photos: USFS

**September 2023**  
Elodea detected  
in Crescent Lake

**December 2024**  
\$907,840 in grant  
funding secured  
through the  
Alaska  
Sustainable  
Salmon Fund

**Summer 2026**  
Second year of  
treatments to  
begin in July

**Late 2023-2024**  
KP-CISMA  
initiates rapid  
response,  
community  
outreach  
campaign, and  
begins to develop  
3-year  
eradication plan

**Summer 2025**  
Eradication  
efforts  
implemented,  
treatments  
completed July-  
August

**2027 ???**  
Funding needed  
for third year of  
treatments

## Looking ahead...

KP-CISMA is actively seeking funding for 2027, the third (and hopefully final) year of treatments

- Approximately **\$500,000 needed** for herbicide and boots-on-the-ground response
- Non-federal match is a significant hurdle!



*Photo: Matt Bowser/USFWS*

7/10/2025

Matt Bowser and George Benson from USFW  
Kenai National Wildlife Refuge, Maria Hoffman from  
Homer Soil and Water Conservation District, and Travis  
Fuller from SFPD stayed from 7/7 to 7/10. We  
treated Crescent Lake with Littora (digout) on 7/8 and  
with Sonar One (fluridone) on 7/9. On 7/10 we started  
a drip station applying Sonar A5 (fluridone) at the outlet.  
All of this is the start of an effort to eradicate invasive  
elodea from Crescent Lake, Crescent Creek, and the  
Kenai Peninsula to protect salmon habitat. We appreciated  
and enjoyed the trip.

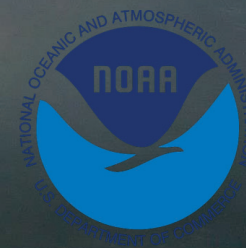
"All of this is the start of an effort to eradicate invasive elodea from Crescent Lake, Crescent Creek, and the Kenai Peninsula to protect salmon habitat."

## Contact Info

Jen Chauvet  
Homer Soil and Water Conservation District  
jen@homerswcd.org

Peter Frank  
U.S. Forest Service, Chugach National Forest  
peter.frank@usda.gov

Cody Jacobson  
Alaska DNR, Division of Agriculture  
cody.jacobson@alaska.gov



*This project is sponsored by the Department of Commerce and the Alaska Department of Fish and Game under NA24NMF438G0056.*

Kenai Peninsula Borough  
Office of the Borough Mayor

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**MAYOR'S REPORT TO THE ASSEMBLY**

**TO:** Members, Kenai Peninsula Borough Assembly

**FROM:** Peter A. Micciche, Kenai Peninsula Borough Mayor 

**DATE:** April 07, 2026

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Assembly Request / Response

- a. None

Agreements and Contracts

- a. Authorization to Award a Contract for ITB26-013 Central Emergency Services #1 Office Furnishings Procurement
- b. Authorization to Award a Contract for RFP26-013 Browns Cohoe Acres and Caribou Crossing Engineering
- c. Authorization to Award a Contract for RFP26-016 Port Graham LP Tank Farm Redesign

Other

- a. None

# Kenai Peninsula Borough Purchasing & Contracting

## MEMORANDUM

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

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

**FROM:** Crystal Reynolds, Acting Project Manager *CR*

**DATE:** March 13, 2026

**RE:** Authorization to Award a Contract for ITB26-013 Central Emergency Services #1 Office Furnishings Procurement

The Purchasing and Contracting Office formally solicited and received bids for the ITB26-013 Central Emergency Services Fire Station #1 Office Furnishings Procurement. Bid packets were released on February 20, 2026 and the Invitation to Bid was advertised on Bid Express from February 20 – March 5, 2026.

The project consists of procurement, delivery, and installation of office furnishing for the new Central Emergency Services Station #1. FOB: Central Emergency Services, 265 Wilson Lane, Soldotna, AK 99669.

On the due date of March 5, 2026, two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$209,888.61 was submitted by Think Office, Anchorage, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 443-51610-23CES-48720.

*A. Micciche*  
\_\_\_\_\_  
Peter A. Micciche, Borough Mayor

3/17/2026  
\_\_\_\_\_  
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	443-51610-23CES-48720
Amount	\$209,888.61
By <i>CR</i> <i>BH</i>	Date: 3/13/2026
NOTES: NA	

**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

**BID TAB FOR: ITB26-013 Central Emergency Services Station #1  
Office Furnishings Procurement**

CONTRACTOR	LOCATION	BASE BID
Think Office	Anchoarge, Alaska	\$209,888.61
Capital Office	Anchoarge, Alaska	\$271,987.30

DUE DATE: March 5, 2026

KPB OFFICIAL:   
John Hedges, Purchasing & Contracting Director

# Kenai Peninsula Borough Purchasing & Contracting

## MEMORANDUM

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

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

**FROM:** Jacque Arnold, Project Manager & Owners Representative *JA*

**DATE:** March 11, 2026

**RE:** Authorization to Award a Contract for RFP26-013 Browns Coho Acres and Caribou Crossing Engineering

On January 22, 2026, the Kenai Peninsula Borough Purchasing & Contracting Department formally solicited proposals for RFP26-013 Browns Coho Acres and Caribou Crossing Engineering. The request for proposals was advertised on Bid Express from January 22 – February 12, 2026.

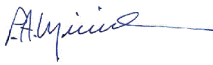
The project consists of providing professional engineering services for the design of two new roads. The scope of work will include, but is not limited to, roadway design, preparation of a design basis report, development of a detailed scope of work, cost estimates, and construction administration

On the due date of February 12, 2026, four (4) proposals were received and reviewed by a review committee as follows:

<u>FIRMS</u>	<u>LOCATION</u>	<u>TOTAL SCORE</u>
McLane Consulting, Inc.	Soldotna, Alaska	328
Nelson Engineering PC	Kenai, Alaska	265
F.R. Bell & Associates	Anchorage, Alaska	258
AK Built Construction & Design, LLC	Eagle River, Alaska	240

The highest-ranking proposal, which includes a cost factor, was submitted by McLane Consulting, Inc., with a cost proposal of \$29,840.00. The proposal review committee recommends award of a contract to McLane Consulting, Inc., Soldotna, Alaska. Your approval for this award is hereby requested.

Funding of this contract will be charged to 250-21210-SUBDV-49311.

  
\_\_\_\_\_  
Peter A. Micciche, Borough Mayor

3/12/2026  
\_\_\_\_\_  
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	250-21210-SUBDV-49311
Amount:	\$29,840.00
By <i>CJ</i> <i>BH</i>	Date: 3/12/2026

# Kenai Peninsula Borough Purchasing & Contracting

## MEMORANDUM

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

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

**FROM:** Carmen Vick, Maintenance Foreman *CV*

**DATE:** March 23, 2026

**RE:** Authorization to Award a Contract for RFP26-016 Port Graham LP Tank Farm Redesign

On March 19, 2026, the Kenai Peninsula Borough Maintenance Department formally solicited proposals for RFP26-016 Port Graham LP Tank Farm Redesign. The request for proposals was advertised on Bid Express from February 25 – March 19, 2026.

The project consists of providing professional engineering (all disciplines) services. To include design, estimating and construction administration services for the purpose of developing design, estimates and bid documents in support of redesigning and replacement of the LP Tank Farm at Port Graham School, 63693 Graham Rd, Port Graham AK 99603. The LP Tank Farm serves this facility.

On the due date of March 19, 2026, one (1) proposal was received from Central Alaska Engineering Company, LLC was received and reviewed by the Kenai Peninsula Borough Maintenance Department.

The proposal, which includes a cost factor, was submitted by Central Alaska Engineering Company, LLC, with a lump sum cost proposal of \$52,812. The Maintenance Department recommends award of a contract to Central Alaska Engineering Company, LLC., Soldotna, Alaska. Your approval for this award is hereby requested.

Funding of this contract will be charged to account numbers 400-78050-25DSG-49311.

*P. Micciche*  
\_\_\_\_\_  
Peter A. Micciche, Borough Mayor

\_\_\_\_\_  
3/26/2026  
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. _____	400-78050-25DSG-49311
Amount: _____	\$52,812.00
By: <i>CV BA</i>	Date: 3/24/2026
NOTES: NA	

Introduced by: Mayor  
Date: 03/17/26  
Hearing: 04/07/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2025-19-29**

**AN ORDINANCE APPROPRIATING FUNDS FROM THE NIKISKI  
SENIOR SERVICE AREA FUND BALANCE FOR PERSONNEL COSTS IN  
FY2026**

**WHEREAS,** Nikiski Senior Citizens, Inc. (NSC) has requested an amendment to the scope of its Senior Grant under KPB 5.22.070 to allow for the funds to be utilized to rebuild the boilers and replace the facility’s hot water heater and circulation pump; and

**WHEREAS,** rebuilding NSC’s boilers and replacing the water heater and circulation pump are necessary in order to keep up with water demands required for lunch cleanup and other essential services of the center and its ability to ensure operations under the operating agreement; and

**WHEREAS,** Nikiski Senior Service area funds are intended to provide for services and programs for senior citizens within the service areas, not to provide capital support for NSC; and

**WHEREAS,** with approval of the amendment to the scope of the NSC’s FY2026 General Fund Senior Grant program, NSC is requesting additional service area funds to provide for personnel costs of \$22,866; and

**WHEREAS,** the , the Nikiski Senior Service Area Board, at its regularly scheduled meeting held on \_\_\_\_\_, 2026, recommended \_\_\_\_\_;

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

**SECTION 1.** That this is a non-code ordinance.

**SECTION 2.** That funds in the amount of \$22,866 are appropriated from the Nikiski Senior Service Area Fund balance to account 280.63190.43011 for additional personnel costs in FY2026.

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

**SECTION 4.** This ordinance shall become effective retroactively to February 28, 2026.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS DAY  
\* OF \*, 2026.**

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Ryan Tunseth, Assembly President

ATTEST:

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Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough Finance

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## MEMORANDUM

**TO:** Ryan Tunseth, Assembly President  
Members, Kenai Peninsula Borough

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

**FROM:** Brandi Harbaugh, Finance Director *BH*

**DATE:** March 5, 2026

**RE:** Ordinance 2025-19- 29, Appropriating Funds from the Nikiski Senior Citizens Service Area Fund Balance for Additional Personnel Costs for FY2026 (Mayor)

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Nikiski Senior Citizens, Inc. (NSC) requested an amendment to the scope of their Senior Grant under KPB 5.22.070 to allow for the funds to be utilized to rebuild the boilers and replace the facility’s hot water heater and circulation pump. KPB 5.22.070(E) requires that any proposed changes to the borough Senior Grant Program must be approved by the Assembly. NSC has indicated that the parts are difficult to source and the boilers are experiencing significant operational issues that require that the boilers be rebuilt and the hot water heater and circulation pump be replaced in order for the facility to fulfil it’s obligations under the operating agreement with the Kenai Peninsula Borough.

As a result of the change in scope for the FY2026 General fund Senior Grant Program for Nikiski Senior Inc. from personnel to the boiler project, NSC is requesting a supplemental appropriation of \$22,866 from the Nikiski Senior Service Area Fund Balance to fund the personnel that was originally budgeted to be paid for with the FY26 General Fund Senior grant funds.

At the February \_\_\_\_\_, 2026 Nikiski Senior Service Area meeting, the board recommended support for supplemental funding to rebuild the boilers and purchase the hot water heater and circulator pump for NSC’s facility.

Your consideration is appreciated.

FINANCE DEPARTMENT <i>FUNDS VERIFIED</i>	
Acct. No. <u>280-27900</u> Amt <u>\$ 22,866</u>	
By: <i>Chad Friedersdorff</i>	Date: <u>3/5/2026</u>

Introduced by: Mayor  
Date: 03/17/26  
Hearing: 04/07/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2025-19-30**

**AN ORDINANCE APPROPRIATING INSURANCE PROCEEDS AND  
ADDITIONAL LOCAL FUNDS FOR STRUCTURAL REPAIRS AT KENAI  
CENTRAL HIGH SCHOOL VOCATIONAL BUILDING**

**WHEREAS**, in November 2022, the Kenai Central High School Vocational Building suffered significant structural failure involving roof trusses; and

**WHEREAS**, this ordinance appropriates the insurance proceeds received for the property damage claim and appropriates additional funds from the General Fund to cover the total estimated cost of the repairs; and

**WHEREAS**, the appropriation of fund balance for a large-scale structural repair on a KPB-owned facility does not implicate the local school funding contribution;

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

**SECTION 1.** That this is a non-code ordinance.

**SECTION 2.** That \$347,834.15 in insurance proceeds claim number K019M are appropriated to account 400.73021.K019M.49999 for the structural roof repairs at the Kenai Central High School Votec Building project.

**SECTION 3.** That \$1,500,000 is appropriated from the General Fund fund balance to account 400.73021.K019M.49999, for the structural roof repairs at the Kenai Central High School Votec Building project.

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

**SECTION 5.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

**SECTION 6.** That this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY  
OF \*, 2026.**

\_\_\_\_\_  
Ryan Tunseth, Assembly President

ATTEST:

\_\_\_\_\_  
Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Maintenance Department

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### MEMORANDUM

**TO:** Ryan Tunseth, Assembly President  
Members, KPB Assembly

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

**FROM:** Nick Kemp, Maintenance Director *NK*

**DATE:** March 5, 2026

**RE:** Ordinance 2025-19-30, Appropriating Insurance Proceeds and Additional Local Funds for Structural Repairs at Kenai Central High School Vocational Building (Mayor)

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The ordinance appropriates insurance proceeds along with an additional \$1,500,000 from the General Fund, fund balance, to complete the structural roof repairs necessary for continued operations at the Kenai Central High School Votec Building (Votec Building).

In November 2022, the Votec Building experienced a significant structural failure involving the roof trusses above the welding shop. Four trusses in the center of the shop and one in the foyer fractured under a snow load measured at 25 pounds per square foot, well below the building’s original design capacity of 40 pounds per square foot. As a result, the allowable snow load was reduced to 15 pounds per square foot, requiring manual snow removal every six inches to prevent further damage. This temporary measure is not sustainable for long-term operations.

Engineering assessments and design work are now complete, and the Maintenance Department is prepared to move forward with construction. These repairs are essential not only to restore full and safe use of the facility, but also to allow progress on the Borough’s planned upgrades to the welding shop ventilation system, which cannot proceed until the structural issues are resolved.

The total estimated cost for the structural roof repair project at the Votec Building is \$1,847,834.15. KPB received insurance proceeds for this property damage claim in the amount of \$ 347,834.15.

Approval of this ordinance will provide the resources necessary to complete the structural repairs and return the Votec Building to full, reliable service for students and staff.

Your consideration is appreciated.

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>100.27900</u>	Amt <u>\$1,500,000</u>
Acct. No. <u>400.K019M.37315</u>	Amt <u>\$347,834.15</u>
By: <u><i>CK</i></u>	Date: <u>3/5/2026</u>

Introduced by: Mayor  
Date: 03/17/26  
Hearing: 04/07/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2025-19-28**

**AN ORDINANCE APPROPRIATING \$100,000 IN SUPPLEMENTAL  
FUNDING FROM THE GENERAL FUND TO REPLACE SEWARD HIGH  
SCHOOL'S GYM FLOOR**

**WHEREAS,** this supplemental appropriation is to complete the Seward High School Gym Floor Replacement Project; and

**WHEREAS,** the General Fund Fund has fund balance available to support the appropriation;

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

**SECTION 1.** That this is a non-code ordinance.

**SECTION 2.** That \$100,000 in supplemental funds is appropriated from the General Fund fund balance to account 400.75020.26755.49999, for replacement of the Seward High School's Gym Floor.

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

**SECTION 4.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

**SECTION 5.** That this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY  
OF \*, 2026.**

\_\_\_\_\_  
Ryan Tunseth, Assembly President

ATTEST:

\_\_\_\_\_  
Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Maintenance Department

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### MEMORANDUM

**TO:** Ryan Tunseth, Assembly President  
Members, KPB Assembly

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

**FROM:** Nick Kemp, Maintenance Director *NK*

**DATE:** March 5, 2026

**RE:** Ordinance 2025-19-28, Appropriating \$100,000 in Supplemental Funds from the General Fund to Replace Seward High School's Gym Floor (Mayor)

---

The ordinance requests an appropriation of \$100,000 from the General Fund fund balance to provide the additional support necessary to complete the Seward High School Gym Floor Replacement Project. KPB previously appropriated \$110,000 for design. Ordinance 2025-19-04 appropriated \$207,400 for construction of the new gym floor. Following completion of the design phase, several unforeseen conditions were identified that will increase the total project cost.

These conditions include the discovery of poorly constructed cold joints requiring structural filler, additional cracking that allows ground moisture to migrate upward into the gym slab, and an overall 1/2-inch height discrepancy associated with the existing floor system. Addressing these issues will require modifications to adjacent flooring and door assemblies to ensure proper transitions and long-term performance and ADA compliance.

To ensure the Maintenance Department can complete this project in advance of the Fall school schedule, supplemental funding is requested.

Your consideration is appreciated.

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>100-27910</u>	Amount <u>\$100,000</u>
By: <u><i>CK</i></u>	Date: <u>3/4/2026</u>

Introduced by: Mayor  
Date: 08/05/25  
Hearing: 08/19/25  
Action: Adopted  
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
ORDINANCE 2025-19-04**

**AN ORDINANCE APPROPRIATING FUNDS FROM THE SCHOOL  
CAPITAL PROJECT FUND FOR THE SEWARD HIGH SCHOOL  
FLOORING REPLACEMENT PROJECT**

**WHEREAS,** the Seward High School gym floor has reached the end of its useful life; and

**WHEREAS,** a new gym floor will mitigate risks associated with an aging, cracked gym floor and provide a floor engineered to have a 30 to 50 year useful life;

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

**SECTION 1.** That this is a non-code ordinance.

**SECTION 2.** That \$207,400 is appropriated from the School Capital Project Fund fund balance to account 400.75020.26755.49999 for the Seward High School gym floor replacement project.

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

**SECTION 4.** That if any provision of this ordinance or its application is determined to be invalid, the remaining provisions shall continue in full force and effect.

**SECTION 5.** That this ordinance shall be effective immediately.

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

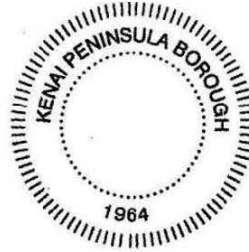


Peter Ribbens, Assembly President

ATTEST:



Michele Turner, CMC, Borough Clerk



Yes: Baisden, Cox, Cooper, Ecklund, Dunne, Johnson, Morton, Tunseth, Ribbens  
No: None  
Absent: None

Introduced by: Mayor  
Date: 03/17/26  
Hearing: 04/07/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2025-19-31**

**AN ORDINANCE APPROPRIATING FUNDS FROM THE GENERAL  
FUND FOR SKYVIEW SCHOOL BOILER REPLACEMENT**

**WHEREAS,** this project is to replace two boilers serving Skyview School which have operated far beyond intended service life; and

**WHEREAS,** the appropriation of fund balance for a large-scale mechanical upgrade on a KPB-owned facility does not implicate the local school funding contribution;

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

**SECTION 1.** That this is a non-code ordinance.

**SECTION 2.** That \$1,900,000 is appropriated from the General Fund fund balance to account 400.71180.SKYBO.49999, for the boiler replacement project at Skyview School.

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

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

**SECTION 5** That this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY  
OF \*, 2026.**

\_\_\_\_\_  
Ryan Tunseth, Assembly President

ATTEST:

\_\_\_\_\_  
Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Maintenance Department

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### MEMORANDUM

**TO:** Ryan Tunseth, Assembly President  
Members, KPB Assembly

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

**FROM:** Nick Kemp, Maintenance Director *NK*

**DATE:** March 10, 2026

**RE:** Ordinance 2025-19-31, Appropriating Funds from the General Fund for Skyview Middle School Boiler Replacements (Mayor)

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The ordinance requests an appropriation of \$1,900,000 from the General Fund to replace two boilers serving Skyview Middle School. This heating system is operating well beyond its intended service life. Each boiler set is actively leaking, and their original 1980s-era efficiency has further deteriorated, resulting in increased maintenance demands and reduced operational reliability.

The scale and cost of these replacements cannot be absorbed within the annual operating budget, as the total project cost represents nearly half of KPB’s annual educational capital allocation. While the Maintenance Department has historically completed similar projects in-house to reduce cost and expedite delivery, the size and complexity of this work exceed internal capacity. To ensure the projects are ready for construction upon funding approval, engineering has been advanced to the 100% design stage.

Completion of these upgrades will eliminate the ongoing burden of maintaining the aging boiler systems and will allow staff to redirect time and resources toward higher-priority operational needs. To support this effort and ensure continued routine maintenance at Skyview Middle School, supplemental funding from the General Fund fund balance is requested.

Thank you for your consideration.

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>100-27900</u>	Amount <u>\$1,900,000</u>
By: <u><i>NK</i></u>	Date: <u>3/10/2026</u>

Introduced by: Mayor  
Date: 03/17/26  
Hearing: 04/07/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2025-19-32**

**AN ORDINANCE ACCEPTING AND APPROPRIATING CODE BLUE  
GRANT FUNDS FROM THE SOUTHERN REGION EMERGENCY  
MEDICAL SERVICES, INC. ON BEHALF OF BEAR CREEK FIRE  
SERVICE AREA**

**WHEREAS,** KPB's Bear Creek Fire Service Area (BCFSA) Area was approved for a State of Alaska Code Blue Grant through Southern Region Emergency Medical Services Council, Inc. (Southern Region) for partial funding for the purchase of a powered ambulance cot in the amount of \$14,000 which is quoted at \$33,180.66; and

**WHEREAS,** the remaining balance of \$19,180.66 and 1% admin fee of \$331.81 are included in the FY2026 capital projects budget; and

**WHEREAS,** the BCFSA Board, at its regularly scheduled meeting on January 14, 2025 recommended approval by unanimous consent;

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

**SECTION 1.** That this is a non-code ordinance.

**SECTION 2.** The Mayor is hereby authorized to enter into an agreement with the Southern Region Emergency Medical Services, Inc. and execute any other documents deemed necessary to accept the grant funds and fulfill the intents and purposes of this ordinance.

**SECTION 3.** Code Blue Grant funds of \$14,000 are appropriated to the Bear Creek Fire Service Area Capital Project Fund account number 442.51210.26SR2.49999 to be used in conjunction with the already appropriated capital project fund match and 1% admin fee of \$19,319.27 for the purchase of one Power-PRO 2 powered ambulance cot.

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

**SECTION 5.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

**SECTION 6.** This ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2026.**

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Ryan Tunseth, Assembly President

ATTEST:

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Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Grants Administration

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### MEMORANDUM

**TO:** Ryan Tunseth, Assembly President  
Members, KPB Assembly

**THRU:** Peter A. Micciche, Mayor *PM*  
Brandi Harbaugh, Finance Director *BH*  
Richard Brackin, Fire Chief, Bear Creek Fire Emergency Service Area *RB*

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

**DATE:** March 5, 2026

**RE:** Ordinance 2025-19-32, Accepting and Appropriating Code Blue Grant Funds from the Southern Region Emergency Medical Services, Inc. on Behalf of Bear Creek Fire Emergency Service Area (Mayor)

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KPB's Bear Creek Fire Service Area (BCFSA) applied for State of Alaska Code Blue Grants through the Southern Region Emergency Medical Services Council, Inc. (Southern Region) in February 2025 for the purchase of a Power-PRO 2 powered ambulance cot for the 2026 North Star 147-1 Ambulance.

On January 7, 2026, BCFSA received notification that the Southern Region approved funding of \$14,000, leaving a balance totaling \$19,319.27 which includes the required local match, 1% admin fee and unmet portion. The match, admin fee and unmet portion are currently available in the service area capital projects fund.

At its meeting held on January 14, 2025, the BCFSA Board unanimously recommended accepting the grant funds and appropriating the match for the ambulance project.

Your consideration is appreciated.

FINANCE DEPARTMENT <i>FUNDS VERIFIED</i>	
Acct. No. <u>442.00000.26SR2.35102</u>	Amt <u>\$ 14,000.00</u>
Acct. No. <u>442.51210.26426.49999</u>	Amt <u>\$ 19,180.66</u>
By: <i>CH</i> _____	Date: <u>3/5/2026</u>

Introduced by: Mayor  
Date: 03/17/26  
Hearing: 04/07/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2025-19-33**

**AN ORDINANCE ACCEPTING AND APPROPRIATING CODE BLUE  
GRANT FUNDS FROM THE SOUTHERN REGION EMERGENCY  
MEDICAL SERVICES, INC. ON BEHALF OF NIKISKI FIRE SERVICE  
AREA**

**WHEREAS**, KPB's Nikiski Fire Service Area (NFSA) was recently approved for a State of Alaska Code Blue Grant through the Southern Region Emergency Medical Services Council, Inc. for partial funding for the purchase of one 2026 Med Stat 250 Base Unit Utility Task Vehicle (UTV) off-road ambulance in the amount of \$50,000 toward the purchase of the off-road ambulance which is quoted at \$103,752 purchase price; and

**WHEREAS**, the remaining balance of \$53,752 which is available in the capital project fund; and

**WHEREAS**, the NFSA Board, at its regularly scheduled meeting held on on February 11, 2026, recommended approval by unanimous consent;

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

**SECTION 1.** That this is a non-code ordinance.

**SECTION 2.** The Mayor is hereby authorized to enter into an agreement with the Southern Region Emergency Medical Services, Inc. and execute any other documents deemed necessary to accept the grant funds and fulfill the intents and purposes of this ordinance.

**SECTION 3.** Code Blue Grant funds of \$50,000 are appropriated to the Nikiski Fire Service Area Capital Project Fund account number 441.51110.26SR1.49999 to be used in conjunction with the already appropriated capital fund match of \$19,180.66 for the purchase of one Power-PRO 2 powered ambulance cot.

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

**SECTION 5.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

**SECTION 6.** This ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \*  
DAY OF \*, 2026.**

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Ryan Tunseth, Assembly President

ATTEST:

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Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

Grants Administration

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## MEMORANDUM

**TO:** Ryan Tunseth, Assembly President  
Members, Kenai Peninsula Borough

**THRU:** Peter A. Micciche, Mayor *PM*  
Brandi Harbaugh, Finance Director *BH*  
John Harris, Fire Chief, Nikiski Fire Service Area *JH*

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

**DATE:** March 5, 2026

**RE:** Ordinance 2025-19- 33 , Accepting and Appropriating Code Blue Grant Funds from the Southern Region Emergency Medical Services, Inc. on Behalf of Nikiski Fire Emergency Service Area (Mayor)

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KPB's Nikiski Fire Service Area applied for State of Alaska Code Blue Grants through the Southern Region Emergency Medical Services Council, Inc. (Southern Region) in October 2024 for the purchase of a 2026 Med Stat 250 Base Unit Utility Task Vehicle (UTV) off-road ambulance.

On January 22, 2026, the Nikiski Fire Service Area received notification that the Southern Region approved funding of \$50,000, leaving a balance totaling \$54,247.05 which includes the required local match, admin fee and the unmet portion. The match and unmet portion are currently available in the service area capital projects fund.

At its meeting held on February 11, 2026, Nikiski Fire Service Area Board unanimously recommended accepting the grant funds and approving the local match.

Your consideration is appreciated.

FINANCE DEPARTMENT	
FUNDS VERIFIED	
Acct. No. <u>441.00000.26SR1.35102</u>	Amt <u>\$ 50,000</u>
Acct. No. <u>441.51110.26411.49999</u>	Amt <u>\$ 53,752</u>
By: <u><i>CS</i></u>	Date: <u>3/5/2026</u>

Introduced by: Mayor  
Date: 03/17/26  
Hearing: 04/07/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2026-10**

**AN ORDINANCE AUTHORIZING THE LEASE OF A MATERIAL SITE  
OWNED BY THE KENAI PENINSULA BOROUGH BY COMPETITIVE  
LEASE OFFERING THROUGH SEALED BID PROCEDURES**

**WHEREAS,** the Kenai Peninsula Borough (KPB) has title to the land listed in Section 2 of this ordinance; and

**WHEREAS,** the land listed in Section 2 of this ordinance is classified as Resource Development pursuant to Resolution 95-003; and

**WHEREAS,** the proposed lease premises is an active material site, commonly known as the Eagle Lake Material Site, that produces gravel products important for development and infrastructure maintenance to the communities east of Homer; and

**WHEREAS,** the proposed lease is specifically for the development, extraction, operation and maintenance of a sand and gravel material site; and

**WHEREAS,** the proposed lease contains performance requirements to ensure seasonal availability of gravel products to local markets along with increased opportunities for gravel business development through lease terms; and

**WHEREAS,** sealed bid procedures ensure that the lease offering for the specified natural resources is orderly and fair; and

**WHEREAS,** the minimum acceptable bid set forth below is to be considered fair market rental value (FMRV) of the lease, which is then subject to annual adjustment and subject to royalties at a rate of \$3.25 per cubic yard on sand and gravel quantities in excess of 25,000 cubic yards in a year; and

**WHEREAS,** the lease proposed to be offered is for an initial term to end December 31, 2030, with a 5-year renewal provision; and

**WHEREAS,** the Kenai Peninsula Borough Planning Commission, at its regularly scheduled meeting held on \_\_\_\_\_, 2026, recommended \_\_\_\_\_;

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

**SECTION 1.** That this is a non-code ordinance.

**SECTION 2.** That the lease premises listed below is authorized for offering by sealed bid at the minimum bid listed to be considered FMRV.

<b>Parcel No.</b>	<b>Acres</b>	<b>LEASE PREMISES</b>	<b>General Location</b>	<b>Minimum Bid</b>
PORTION OF 18515046	86.75 +/-	The NE1/4 NW1/4 NW1/4, and the N1/2 NE1/4 NW1/4, and the N1/2 S1/2 NE1/4 NW1/4, and the NW1/4 NE1/4 lying west of the existing road, and the W1/2 NE1/4 NE1/4 lying west of the existing road, all within Section 16, T4S, R11W, Seward Meridian, Homer Recording District, Alaska as shown on Exhibit 2 of the Lease	Eagle Lake / Fox River	\$4,166 Per Month Lease Amount OR \$50,000 Annual Lease Amount

**SECTION 3.** That the lease will have an initial term to end December 31, 2030, and provide for a 5-year renewal if the lease is in good standing at time of renewal.

**SECTION 4.** That rent for the initial partial year, from commencement date of the lease to December 31, 2026, shall be prorated by the actual number of months and partial months for which rent is due and paid in 2026. Rent shall be adjusted by a 3% annual increase each January 1<sup>st</sup>. January 1, shall be determined to be the beginning of a new year in the lease term.

**SECTION 5.** That the lease will provide for the removal of a minimum of 15,000 cubic yards and a maximum of 25,000 cubic yards of material to be removed from the site on a calendar year basis, included in rent. Any amounts in excess of 25,000 cubic yards in a calendar year shall be conditioned on the payment of royalty at a rate of \$3.25 per cubic yard. All volumes of material removed in the preceding year shall be measured, reported and paid by January 30<sup>th</sup>.

**SECTION 6.** That KPB will reserve rights of access through the lease premises along routes as specified in the lease.

**SECTION 7.** That the lease being offered for the Lease Premises described in Section 2 will be in the form substantially similar to the Material Site Lease Agreement accompanying this ordinance.

**SECTION 8.** That the method of disposal will be by sealed bid lease pursuant to KPB 17.10.100(F). The deadline date and time for receipt of sealed bids will be April 28, 2026, 4:00 p.m.. The location of receipt of sealed bids will be the borough Land Management front desk on the top floor at 144 N. Binkley Street, Soldotna, Alaska.

**SECTION 9.** That notice of sealed bid lease must be published in accordance with KPB 1.08.180. The last notice of sealed bid lease must appear not less than five calendar days before the date of sealed bid lease. The notice must contain a brief description of the land, the general location of the land and the terms of the sealed bid lease as fixed by this ordinance.

**SECTION 10.** That the Mayor, or designee, is hereby authorized to remove the authorized lease offering at KPB's discretion any time prior to execution of a lease.

**SECTION 11.** That, upon successful bid, the awarded bidder will first be required to submit a mining and reclamation plan and other required documents to then enter into the lease agreement of the subject lease premises. A bid deposit in the amount of 10% of the bid amount, will accompany the sealed bid. Only the bid deposit of the awarded bidder will be deposited and will be applied to the monthly rental amount due, except that if the awarded bidder breaches a term of the offering, preventing lease closing, KPB will retain up to the full amount of the of the bid deposit as liquidated damages. Bid deposits of all unsuccessful bidders will be returned within 3 weeks of the bid opening in the form received. Any person or entity who is delinquent in the payment of any tax, debt or obligation owed to KPB will not be eligible to lease KPB-owned land while the delinquency remains outstanding.

**SECTION 12.** That sealed bid records will contain all bid amounts and corresponding bidder/business names. In the event the highest bidder is unable to perform, the lease will be offered to the second position bidder for the amount of the second position bidder's bid, provided that the bid amount is at or in excess of the established minimum bid amount. Bid results of the highest bidder only will be published on the KPB Land Sale Hub at [www.kpb.us/landsales](http://www.kpb.us/landsales) within 24 hours of bid opening. All bid results will be published at [www.kpb.us/landsales](http://www.kpb.us/landsales) within two business days of lease execution.

**SECTION 13.** That the lessee will be responsible for all title and other insurance requirements, survey, recording, and reporting costs, if any, for the duration of the lease term.

**SECTION 14.** That the Mayor is authorized to sign any documents necessary to effectuate this ordinance.

**SECTION 15.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

**SECTION 16.** That this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \*DAY  
OF \*, 2026.**

\_\_\_\_\_  
Ryan Tunseth, Assembly President

ATTEST:

\_\_\_\_\_  
Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Planning Department – Land Management Division

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### MEMORANDUM

**TO:** Ryan Tunseth, Assembly President  
Members, KPB Assembly

**THRU:** Peter A. Micciche, Mayor *AMicciche*  
Robert Ruffner, Planning Director *RR*  
Aaron Hughes, Land Management Officer *Aaron Hughes*

**FROM:** Marcus Mueller, Land Management Agent *Marcus Mueller*

**DATE:** March 5, 2026

**RE:** Ordinance 2026- 10 , Authorizing the Lease of a Material Site Owned by the Kenai Peninsula Borough by Competitive Lease Offering Through Sealed Bid Procedures (Mayor)

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The Eagle Lake Material Site is located approximately 3 miles from mile 19 East End Road. The Kenai Peninsula Borough (KPB) Land Management Division has previously managed the site through a now-expired Concessionaire's Agreement. It is important to East End Road communities for the site to produce gravel products needed for development and infrastructure maintenance.

A lease has been prepared for public offering which would provide for the production of gravel for sale to local markets. A lease additionally provides greater opportunities for gravel business development through a broader set of choice making available under a lease, given fewer requirements and greater autonomy to pursue opportunities.

A sealed bid offering format will be used based on annual rent (a 12-month period). Because the initial period extends to December 31, 2026, the initial period will be prorated by the actual number of months that the lease is in place during the year. Lease rent will adjust with a 3% increase annually on January 1<sup>st</sup> of each year of the lease. The lease sets a minimum (15,000 cubic yards) and a maximum (25,000 cubic yards) yearly gravel quantities that are tied to the rent and performance requirements. A royalty provision sets a \$3.25/cubic yard rate for gravel volumes that are in excess of the 25,000 cubic yard volume included in the rent each year. The proposed lease to be offered is for an initial term to end December 31, 2030, with a 5-year renewal provision. The lease premises is 86.75 acres, more or less, and contains the active material site and area for exploration and expansion. The lease requires a materials mining and reclamation plan, to be approved by the Land Management Officer.

A minimum bid amount representing the fair market rental value for a 12-month period, is proposed based upon land and resource values included in rent and considering the performance requirements necessary to produce the material, which includes operational maintenance of a mile long access road to the site's 1900' elevation, thick overburden removal, material qualities, and reclamation.

Page -2-  
RE: O2026- 10

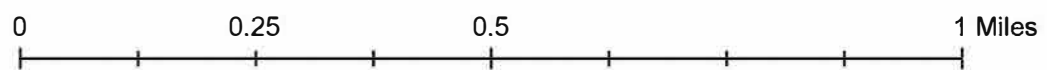
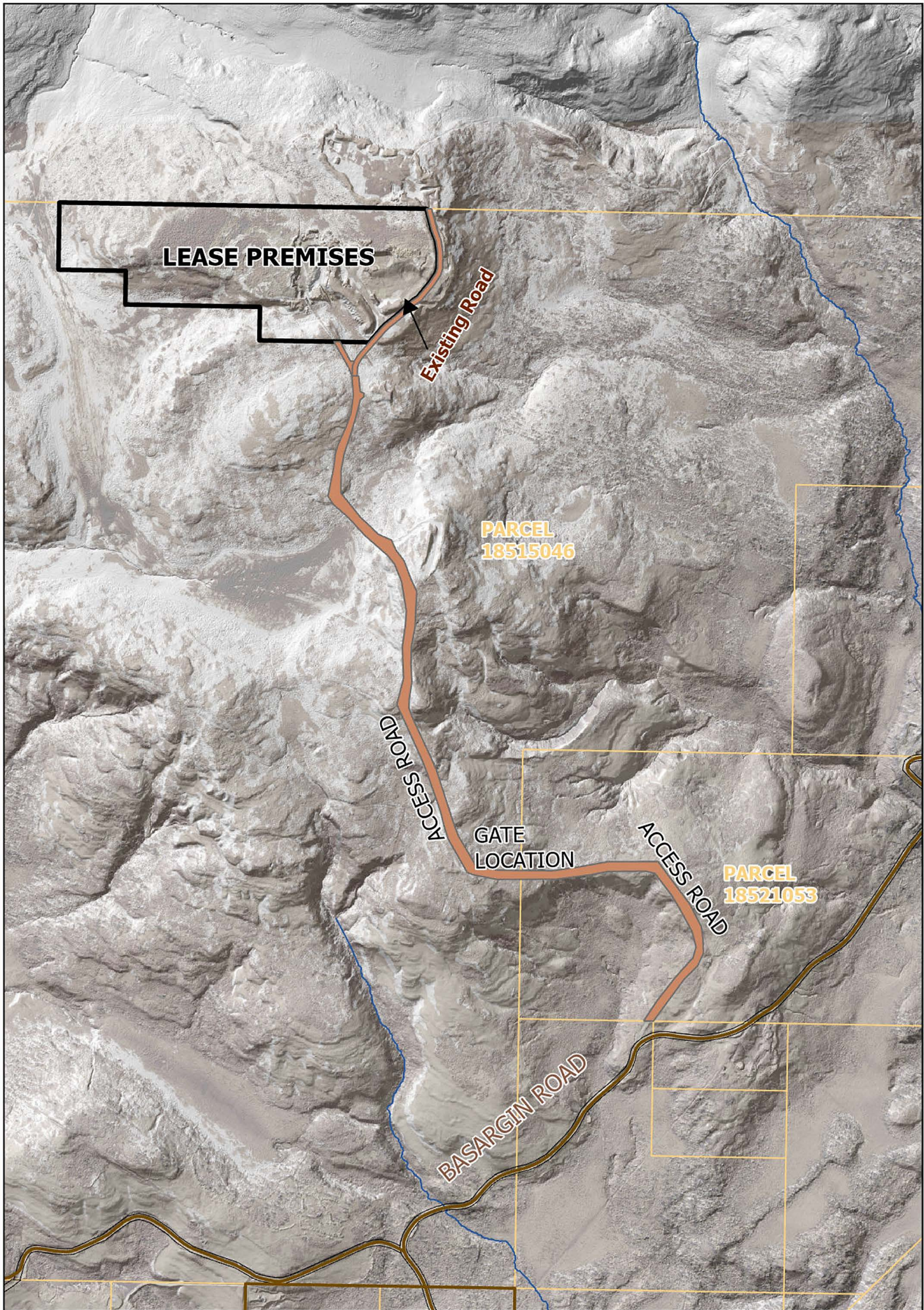
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The Sealed Bid receipt deadline is proposed for 4 p.m. April 28, 2026, with all bids to be received at the Land Management Division front desk located within the George A. Navarre Borough Building in Soldotna. A brochure will identify the lease being offered and provide instructions for participation and describe the subsequent lease award and closing process. Notice of the Sealed Bid Lease Offering will be published on the KPB Land Sale Hub at [www.kpb.us/landsales](http://www.kpb.us/landsales) along with a brochure, in addition to posting in three public places, in accordance with KPB 1.08.180.

The KPB Planning Commission will hold a public hearing regarding the proposed land sale on March 16, 2026, and will forward its recommendation to the Assembly.

Your consideration is appreciated.

# EAGLE LAKE MATERIAL SITE LEASE PREMISES AND ACCESS ROAD



## MATERIAL SITE LEASE AGREEMENT

This Material Site Lease Agreement (Agreement) is entered into by the Kenai Peninsula Borough, an Alaska municipal corporation, whose mailing address is 144 North Binkley Street, Soldotna, Alaska 99669 (KPB or Lessor), and \_\_\_\_\_, whose mailing address is \_\_\_\_\_ (Lessee) (together, the Parties). This Agreement becomes effective on the date of signature by KPB (the Effective Date).

### PART I. BACKGROUND, AUTHORIZED CONTACT AND CONTRACT DOCUMENTS

**1. BACKGROUND.** Lessor owns certain real property located in the Kenai Peninsula Borough, in the State of Alaska, that is more particularly described in Exhibit 1 attached hereto (the Property). For good and valuable consideration, the Parties agree that Lessor will grant Lessee the right to use a portion of the Property, the Leased Premises identified in Section 4, "Description of Property", in accordance with the terms of this Agreement.

**2. AUTHORIZED CONTACT.** All communications about this Agreement must be directed as follows, and any reliance on a communication with a person other than who is listed below is at the Party's own risk.

#### LESSOR

Name: Kenai Peninsula Borough  
Attn: Land Management Division  
Re: Lease No. \_\_\_\_\_  
144 N. Binkley St.  
Soldotna, AK 99669

#### LESSEE

Name: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Re: \_\_\_\_\_  
\_\_\_\_\_

**3. CONTRACT DOCUMENTS.** As authorized by Kenai Peninsula Borough Ordinance \_\_\_\_\_, this 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

Exhibit 1: Description of the Property and the Leased Premises

Exhibit 2: Leased Premises Depiction

Exhibit 3: Material Site Mining and Reclamation Plan

Exhibit 4: Memorandum of Lease

**If in conflict, the order of precedence will be: the Agreement, Appendix A, Exhibit 1, Exhibit 2, Exhibit 3, and then Exhibit 4.**

## PART II. LEASE DESCRIPTION AND TERMS

**4. DESCRIPTION OF PROPERTY.** Subject to the terms and conditions of this Agreement, Lessor hereby grants to Lessee a leasehold interest in and to that certain portion of the Property containing 86.75 Acres, more or less, as described and depicted on Exhibit 1 and Exhibit 2 of this Agreement, attached hereto (collectively, the Leased Premises), for the specific purpose of development, extraction, operations, maintenance and reclamation of a Sand and Gravel Material Site as defined in Section 9, "Use" together with non-exclusive access beginning directly off of the Basargin Road right-of-way as depicted on Exhibit 2 of this Agreement.

### 5. TERM.

(a) The initial term will commence on the effective date and end on December 31, 2030 (the Initial Term). January 1 is determined to be the Anniversary Date for the lease term. That period between the commencement date and December 31, 2026 is considered a partial lease year, prorated by the number of months and partial months for which rent is due and paid.

(b) Lessee will have the right and option to extend the term of this Agreement for one (1) successive term of five (5) years (a Renewal Term), provided Lessee is not in default or in breach of this Agreement. The Renewal Term will commence automatically, unless Lessee delivers written notice to Lessor, not less than -ninety (90) days prior to the end of the then-current Term, of Lessee's intent not to renew, or unless Lessee is in default or in breach of this Agreement. For purposes of this Agreement, Term includes the Initial Term and any applicable Renewal Term.

(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 will constitute and be construed as a tenancy from month-to-month only, upon the same terms and conditions and including a monthly escalation to the preceding Rent of fifteen percent (15%) in addition to a \$8.00 per yard fee for any and all material removed during the holdover period.

### 6. TERMINATION.

This Agreement may be terminated as follows:

(a) by Lessee upon thirty (30) days prior written notice to Lessor, if Lessee is unable to obtain or maintain any required insurance, approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the development and operation of the Materials Site as now or hereafter intended by Lessee;

(b) by Lessee upon sixty (60) days prior written notice to Lessor for any reason or no reason, so long as Lessee pays Lessor a termination fee equal to the remaining Rent due under the existing Term until such Term expires, and subject to removal requirements contained within Section 12, "Equipment, Fixtures, and Removal".

(c) by Lessor in the event of a default in the performance or observance of any of the Agreement terms or conditions, and if such default continues thirty (30) days after written notice of the default, KPB may cancel the Agreement 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.

**7. RENT.** Beginning on the Effective Date, Lessee must pay to Lessor a monthly rent payment of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.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 Material Site Lease Agreement Site Name: Eagle Lake Materials Site

Anniversary Date, determined to be January 1, Rent will adjust annually by three percent (3%) over the prior year's Rent amount. Should Lessee fail to submit a monthly Rent payment in full on or before the fifteenth (15th) day of each calendar month in which Rent is due, a penalty of 10 percent (10%) of the monthly Rent amount will be charged to the Lessee for each month past due.

**8. TAXES.** Lessee must pay any real or personal property taxes assessed on, or any portion of such taxes attributable to, the leasehold improvements as defined in Section 9, "Use", located on the Leased Premises, including any taxable private leasehold interests.

**9. USE.** The Leased Premises are being leased for the specific purpose of developing, operating, maintaining and reclaiming a sand and gravel material site, including stripping, excavating, extracting, processing, and removing, for use, sale, or other disposition of the sand, gravel and rock materials, permanently restoring and stabilizing mined areas, and related improvements and uses. 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, pursuant to prior written approval from KPBB through an approved materials mining and reclamation plan. Lessee will have the right to clear the Leased Premises of any trees, vegetation, or undergrowth reasonably necessary to Lessee's use of the Leased Premises for the intended purposes.

The following uses are specifically prohibited uses:

- A) No residential structures or permanent improvements are allowed on the site.
- B) No solid waste disposal or burial of foreign materials are allowed on the site.
- C) No fuel storage in excess of 750 gallons are allowed on the site.

**10. SECURITY AND SAFETY MEASURES.**

(a) Gate and Site Security. Lessee may install, operate and maintain a locked gate or other site security measures for the leased area only provided Lessee first provides KPBB, for its review and approval, a "security and public safety plan" showing the location and specification of the security features, lock sharing mechanisms, and public safety signs and visibility signals. Lessee may also undertake any other appropriate means to restrict public access in the leased area, its equipment and facilities, and related improvements, including, without limitation, posting signs and signals for safety, security, and access control purposes.

**11. ACCESS, MAINTENANCE, AND SIGNAGE.**

(a) Access. During the Term, Lessee, and its sublessees, licensees, customers, guests, agents, 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, except as provided by Lessor's reserved rights contained in Section 4, "Description of Property" and Section 17, "Co-located Rights of Access Reserved By Lessor". Lessor for itself, its successors and assigns, hereby grants and conveys unto Lessee, its customers, employees, agents, invitees, sublessees, sublicensees, successors, and assigns non-exclusive access across an existing access road ("Access Road") to the extent depicted on Exhibit 2 for ingress and egress, for the Term(s) of this Lease, with the right to reconstruct, improve, add to, enlarge, and change, over, across, and through any access for the benefit of and access to the Leased Premises, subject to the terms and conditions herein set forth.

(b) Access Maintenance. During the term of the Lease, Lessee agrees to perform its own maintenance of the Access Road necessary to conduct the Performance Requirements contained in Section 15. "Operating Requirements". Access Road maintenance includes plowing, sanding, grading, capping, ditching, culvert

placement, gate operations, gate maintenance, signage and repair necessary to upkeep the Access Road without significant degradation. Maintenance must be conducted to keep the road in a safe and usable condition during all times the site is operational.

(c) Gate Operation. During the term of the Lease, Lessee agrees to operate the Access Road gate, including specifically the following:

1) to provide, install and maintain "GATE CLOSED AHEAD" caution signs meeting MUTCD specifications for OM-1 object marker signs, placed approximately 500 feet on each side of the gate, and to install and maintain red and white or yellow and black reflective barrier markings prominently on the top rail of the gate and top of gate posts along with installation and maintenance of an OM-4 object marker sign attached to each side of the gate, which may be in the alternative form of a 24" stop sign on each side of the gate.

2) to provide, install and maintain a road sign located along Access Road, visible from the Basargin Road intersection, signaling and stating "Dead End" "Closed Gate Ahead".

3) to secure the gate with a locking mechanism that is in common control of Lessee and Lessor, such as a shared combination lock or dual locks with one of Lessee's and one of Lessor's.

4) to open and close the gate as necessary and convenient to access the Lease Premises and to conduct Lessee's Use and the Performance Requirements contained in Section 15, "Operating Requirements".

(d) Site Identification Sign. During the term of the Lease, Lessee may install and maintain a site identification sign along the Access Road to identify the site, identify the Lessee or Lessee's business, and to provide such other information to Lessee's customers, operators, and the public to advance the purposes of the Lease. Site Identification Sign maximum size limitations are 24 square feet in area.

(e) Site Maintenance. Lessee agrees to use the Leased Premises in a manner consistent with the lease terms, and keep and maintain the Leased Premises and related, non-exclusive access, in good condition free of environmental and fire hazards.

(f) Utilities. Lessee is solely responsible for installing separate meters for utility use and payment, as applicable,

**12. EQUIPMENT, FIXTURES, AND REMOVAL.** Lessee's improvements will at all times be the personal property of Lessee or its sublessees, licensees, and customers, as applicable. Lessee and/or its sublessees, licensees, and customers will have the right to install, maintain, and operate on the Leased Premises such equipment, structures, fixtures, signs, and personal property as Lessee may deem necessary or appropriate, provided that such are consistent with the approved mining and reclamation plan, and such property, including 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 the term of this agreement or earlier termination of this Agreement, or upon cessation, abandonment, or non-use according to the operational standards contained in Section 15 "Operating Requirements", Lessee must remove its improvements and restore the Leased Premises to reclamation plan standards free of contamination, reasonable wear and tear excepted, and perform all obligations under this Agreement. Any property not so removed will be deemed abandoned and may be removed and disposed of by Lessor in such manner as Lessor may determine, without

any obligation on the part of Lessor to account to Lessee for any proceeds therefrom. Time is of the essence.

Lessor may, at the time of removal, elect in writing to retain functioning pads, excavation areas, material stockpiles, and access ways internal to the material site, in a condition free of both contamination and hazards with all other improvements removed by Lessee, subject to inspection by, and of condition satisfactory to, Lessor.

**13. ASSIGNMENT.** Lessee may assign this Agreement to any person or entity, at any time with prior written consent of KPB's Mayor, so long as the Assignee agrees to the assignment and novation and complies with all terms of this Agreement. Notwithstanding the foregoing, providing all conditions of the Agreement have been met including but not limited to payments of all amount due, upon thirty (30) days' written notice to Lessor, 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 Lessee's assets in the production area where the Leased Premises is located.

#### **14. SUBLEASING**

(a) Subleasing. Lessee will have the exclusive right to sublease or grant licenses to use the materials sites and/or Lessee's improvements with prior written consent of KPB's Mayor and as long as the sublessee or licensee agrees and complies with all terms of this Agreement.

(b) Authorized Contact of Sublessee. Lessee must provide Lessor the name, telephone number, and email address of the authorized contact for all Sublessees, which authorized contact is responsible for Sublessee's day-to-day operations or activities on the Leased Premises.

#### **15. OPERATING REQUIREMENTS**

(a) In performance of the Lease, Lessee must operate the materials site for no less than 90-days between June 1<sup>st</sup> and October 15<sup>th</sup> of each calendar year within the Term(s) of the Lease.

(b) In performance of the Lease, Lessee shall submit to Lessor, a mining and reclamation plan, which shall be subject to the approval of the Lessor, and such approval shall not be unreasonably withheld. The mining and reclamation plan shall identify the location areas to be mined and areas to be reclaimed during the lease. At the end of the lease, all areas mined during the term of lease shall have slopes not exceeding 2:1.

Reclamation shall meet the following minimum standards:

- i) grading slopes to 2:1 or a lesser steepness;
- ii) grading drainage toward low lying features;
- iii) distributing top soil to a minimum of 4 inches;
- iv) broadcasting seed consisting of a mix of the following pure live seed at a rate of 25#/Acre
  - a. Norcoast Bering Hairgrass
  - b. Arctared Red Fescue
  - c. Nortran Tufted Hairgrass
  - d. Gruening Alpine Bluegrass;and
- v) application of 10-10-10 fertilizer at a rate of 250 lbs/acre

(c) In performance of the Lease, Lessee must produce a minimum of 15,000 cubic yards of material

each year and may produce and sell, or otherwise dispose, a maximum of 25,000 cubic yards of material each year, or partial year, within the Term of the Lease. The first 25,000 cubic yards of material, each year, or partial year, within the term of the lease, is included in the annual Rent. Lessee must provide a full accounting of materials removed from the site within 30-days of each anniversary date of the lease term, and within 30-days of the end of the final term or termination date. Lessee may additionally produce and sell or otherwise dispose materials in excess of the 25,000 cubic yard annual allocation. Any materials removed in a year, or partial year, in excess of 25,000 CY is subject to Royalty payment requirements contained in Section 16 in that same year. The respective required minimums and allowable maximum allocations are not transferable between lease years, and must be accounted and reconciled in the respective year. A signed statement of materials removed during the year shall be submitted by Lessee to Lessor within 30-days of the end of that lease year, along with supporting dated volumetric accounting records. "Materials Removed" means sand and gravel materials transported off site, and does not include materials excavated and stored on site or materials moved within the site for site improvement, Access Road maintenance or improvements, or reclamation purposes.

(d) In the performance of the Lease, Lessee shall comply with those provisions of KPB 21.29 applicable to the Prior Existing Use status of the land, including without limitation, requirements for filing a material site reclamation plan, reclamation bonding, and hours of operation or applicable waivers and procedures for variance.

## **16. ROYALTY**

(a) Materials removed from the Materials Site under lease, after the first 25,000 cubic yards removed in a single year of the lease, between January 1 and December 31, are subject to payment of royalty by Lessee to Lessor based on actual volume of materials removed in cubic yards. The royalty rate for the term of the Lease is \$3.25/cubic yard. Payment of Royalty shall accompany the signed statement of materials removed, due within 30-days of the end of the lease year: due by January 30th.

**17. CO-LOCATED RIGHTS OF ACCESS RESERVED BY LESSOR.** Lessor reserves the unrestricted right to access through the Lease area, along with the right to develop access, grant access easements, and to use such access for the purpose of accessing Lessor's surrounding lands, and developing those lands for similar material extraction purposes. Lessor covenants to notify Lessee with indication of the location of the access and the nature of the use at least 30-days prior to use or development Lessor to make a reasonable effort to work with the lessee to avoid the Lessee's active or proposed future mining and processing areas.

## **18. COVENANTS, WARRANTIES AND REPRESENTATIONS.**

(a) Lessor represents and warrants that Lessor 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 Lessor alone has full right to lease the Leased Premises for the Term.

(b) Lessor may not do or knowingly permit anything during the Term that will unreasonably interfere with or negate 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.

(c) To the best of Lessor's knowledge, Lessor has complied with, 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 Lessor or, to the knowledge of Lessor, by any prior owner or user of the Property. To the knowledge of Lessor, there has been no release of or contamination by hazardous materials on the Property.

(d) 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, nor any equity or interest in Lessor if Lessor is an entity; and there are no parties (other than Lessor) in possession of the Leased Premises except as to those that may have been disclosed to Lessee in writing prior to the execution hereof.

(e) 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. Nothing in this Agreement, including such cooperation, will be construed as creating a partnership between the Parties.

**19. REQUIRED INSURANCE COVERAGES.** Insurance coverages required under this Agreement must be primary and exclusive of any other insurance carried by Lessor. Minimum levels of insurance coverage required under this Agreement will remain in effect for the life of this Agreement. If Lessee's policies contain higher limits, Lessor will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be delivered to Lessor at the time of submission of the signed Agreement. Lessor may request copies of required policies and endorsements, which must be provided within ten (10) days of Lessor's request. Updated certificates must be provided upon insurance coverage renewal, where applicable.

(a) Lessee must provide and maintain commercial general liability insurance (CGL). The CGL policy must be written on an occurrence basis and with a limit of not less than one million dollars (\$1,000,000.00) per occurrence. If necessary to provide the required limits, the CGLs policy's limits may be layered with an umbrella or excess liability policy. This policy must name Lessor as additional insured with a waiver of subrogation.

(b) Lessee must provide and maintain commercial automobile liability insurance. The commercial automobile liability policy must include a combined single limit of not less than one million dollars (\$1,000,000.00). Coverage must include non-owned and hired car coverage. This policy must name KPB as additional insured with a waiver of subrogation.

(c) Lessee must provide and maintain workers' compensation insurance in accordance with the laws of the State of Alaska for all of its employees engaged in work under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than the minimum amounts required by law. Subrogation will be waived.

(d) Lessee must maintain Pollution Liability Insurance covering pollution legal liability. Coverage must be maintained in an amount of at least two hundred fifty thousand dollars (\$250,000.00) per loss. This policy must name KPB as additional insured with a waiver of subrogation.

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

(f) Notwithstanding the foregoing, Lessee's obligations to provide insurance may be met by providing evidence of fiscal responsibility or self-insurance that is acceptable to Lessor. Lessee warrants that it has the capacity to self-insure for the risks and coverages specified and will provide evidence of the lines and limits of coverage specified in "Required Insurance Coverages" in this Section. Lessee must provide Lessor with proof of continuing ability to provide self-insurance within thirty (30) calendar days of any

written request by KPB for such proof. If there is any change in the ability to self-insure, Lessee must provide Lessor with immediate notice of such change and must immediately purchase insurance as set forth in this Section.

## **20. Environmental Liability Baseline.**

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

existing Environmental Liability Baseline.

- 1.5. The Borough's Acceptance or Rejection of Lessee's Environmental Assessment. When the Borough receives Lessee's Environmental Assessment to establish an Environmental Liability Baseline or to add to an existing Environmental Liability Baseline, the Borough, in its sole discretion, may do one of the following:
  - a. Perform additional environmental testing at Lessee's expense to verify the environmental condition of that portion of the Property being assessed. If the results of the Borough's tests conflict with Lessee's Environmental Assessment, the Borough and Lessee will negotiate in good faith an Environmental Liability Baseline or an addition to the existing Environmental Liability Baseline for that portion of the Property being assessed; or
  - b. Accept the findings of Lessee's Environmental Assessment and any other relevant documents to establish an Environmental Liability Baseline for that portion of the Property being assessed or to add to the existing Environmental Liability Baseline; or
  - c. Reject the findings of Lessee's Environmental Assessment for that portion of the Property being assessed and offer Lessee the opportunity to perform additional environmental testing if the Borough determines in writing that the findings of the Environmental Assessment are inadequate to establish an Environmental Liability Baseline or to add to an existing Environmental Liability Baseline. The Borough's written rejection of the Lessee's Environmental Assessment will be based on failure of Lessee's Environmental Assessment to either:
    - (1) Follow generally accepted professional practices in determining the environmental condition of the Property and the presence of Contamination in, on, or under the surface of the Property; or
    - (2) Demonstrate the portion of the contamination that was not caused by Lessee or Lessee's operations, or to which Lessee or Lessee's operations did not materially contribute.
- 1.6. Amending the Environmental Liability Baseline to Delete Contamination Caused or Assumed by Lessee, or to which Lessee Materially Contributed.
  - a. If, after the Environmental Liability Baseline for any portion of the Property is established, it is discovered that the presence of contamination identified in the Environmental Liability Baseline was caused or assumed by Lessee or Lessee's operations, or to which Lessee or Lessee's operations materially contributed, the Environmental Liability Baseline may be amended to delete that portion of the Contamination that was caused by Lessee or Lessee's operations, or to which Lessee or Lessee's operations materially contributed.
  - b. The Borough will have the burden of proof to establish that Lessee or Lessee's operations or activities caused or materially contributed to the contamination.
  - c. If it is discovered that contamination identified in the Environmental Liability Baseline was caused by Lessee or that Lessee or Lessee's operations materially contributed to the contamination, the Parties will agree upon an amendment to the Environmental Liability Baseline within a reasonable time.

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

and grant rights or authorizations for third parties to use the Access Road extending from Basargin Road to and along the east boundary of the lease premises.

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

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

(b) That 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 siting, permitting, construction, operation and maintenance of any facility, improvement or equipment on the Leased Premises;

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

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

**23. INDEMNIFICATION.** Lessee agrees to defend, indemnify, and hold harmless Lessor, 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 from Lessor of any action, claim, or lawsuit. Lessor 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 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 Lessor relating to Lessee's use and occupancy of the Leased Premises or the Property. Notwithstanding the foregoing, Lessee's duty to indemnify, defend, and hold harmless Lessor as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of Lessor, its employees, public officials, and volunteers.

**24. INSPECTION.** Lessor reserves the right to enter upon and inspect the Leased Premises at any time to assure compliance with the conditions of this Agreement. Except in case of emergency, Lessor will provide Lessee with at least forty-eight (48) hours' prior written notice of Lessor's intention to enter upon and inspect the Leased Premises. Lessee reserves the right to have a representative present at all times during Lessor's inspection.

**25. FORCE MAJEURE.** The time for performance by Lessor 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 Lessor or Lessee, as the case may be.

**26. DEFAULT.** The failure of Lessee or Lessor 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.

**27. REMEDIES.** Should the defaulting Party fail to cure a default under this Agreement, the non-defaulting Party will have all remedies available either at law or in equity, including the right to terminate this Agreement.

**28. ACKNOWLEDGEMENT OF NON-EXCLUSIVITY.** Lessee hereby acknowledges and understands, that the KPB is the owner of adjacent and other lands in the same geographic region in which the lease premises operates in gravel materials markets. The existence of this lease in no way implies exclusive rights to produce and sell materials within the geographic region. The KPB may at its sole discretion develop, or offer to be developed, new material site locations that may act in direct competition with the materials produced through this lease.

**29. LESSEE MORTGAGES.**

(a) Lessor 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 develop and 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. Lessor agrees to recognize Lender as Lessee hereunder upon any such exercise by Lender of its rights of foreclosure. Any such encumbrance will be subordinate to Lessor's rights and interest in the Leased Premises and the Property. Any such encumbrance will 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 Lessor's title to or interest in the Leased Premises or the Property.

(b) Lessor acknowledges that nothing contained herein will 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 may 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 and any extensions and modifications thereof.

**29. 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 a 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 and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Alaska, without regard to conflict of law principles. Any lawsuits filed in connection with this Agreement must be filed and prosecuted in the Third Judicial District, State of Alaska, at Kenai, 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 Lessor's or Lessee's option in the form as depicted in Exhibit 4, attached hereto. Lessor 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, Lessor agrees to provide 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 will be considered an original and all of which when taken together will constitute one and the same instrument.

(h) Amendment. This Agreement may be amended in writing upon mutual agreement of the Parties.

(i) Entire Agreement. This Agreement and its 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.

**LESSOR:** Kenai Peninsula Borough  
an Alaska municipal corporation

**LESSEE:** \_\_\_\_\_

By: \_\_\_\_\_  
Peter A. Micciche, Borough Mayor

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michele Turner CMC, Borough Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Wayne Cary, Deputy Borough Attorney

Date: \_\_\_\_\_



## APPENDIX A

### LEASE PROVISIONS REQUIRED BY KPB 17.10

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

(2) **Assignment.** Lessee may assign the lands upon which it has an agreement only if approved by the KPB 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 KPB 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 (30) days after written notice of the default, KPB may cancel the 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, if in good standing, 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 the Leased Premises by Lessee during the Term, KPB, its agents, or representatives, may immediately enter or re-enter and resume possession of the Leased Premises. Entry or re-entry by KPB shall not be deemed an acceptance of surrender of the Agreement.

(6) **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 Property under the 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 the 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 Agreement. 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 default will be in writing as provided in Paragraph 9 Notice.

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

(a) Improvements on Leased Premises owned by Lessee shall, within thirty (30) 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 KPB 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 KPB 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 Lessee, be sold at public sale under the direction of the KPB 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 its successors in interest, after paying to KPB 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 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 of 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, Lessee shall convey said improvements and/or chattels by appropriate instrument to KPB.

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

(13) **Re-rent.** In the event that the Agreement should be terminated, canceled, forfeited or abandoned, KPB may offer said lands for lease or other appropriate disposal pursuant to the provisions of KPB 17.10 or other applicable regulations.

(14) **Responsibility for Location.** It shall be the responsibility of 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 Lessee.

(16) **Sanitation.** 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, KPB 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 KPB Mayor or Land Management Officer when applicable. A sublease shall be in writing and subject to the terms and conditions of the original lease.

(19) **Violation.** Violation of any provision KPB 17.10 or of the terms of the Agreement may expose 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 KPB, 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 KPB to enforce any covenant or provision therein contained shall not discharge or invalidate such covenants 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 payment fully satisfies the breach.

**EXHIBIT 1**

**DESCRIPTION OF PROPERTY AND LEASED PREMISES**

Page 1 of 1

The Property is legally described as follows:

N1/2 & SW1/4 of Section 15 and All of Sections 16-21, T4S, R11W, Seward Meridian, Alaska

Parcel Number: 18515046

The Leased Premises are described as follows:

The NE1/4 NW1/4 NW1/4, and the N1/2 NE1/4 NW1/4, and the N1/2 S1/2 NE1/4 NW1/4, and the NW1/4 NE1/4 lying west of the existing road, and the W1/2 NE1/4 NE1/4 lying west of the existing road, all within Section 16, T4S, R11W, Seward Meridian, Homer Recording District, Alaska containing 86.75 Acres, More or Less as shown on Exhibit 2 of the Lease.

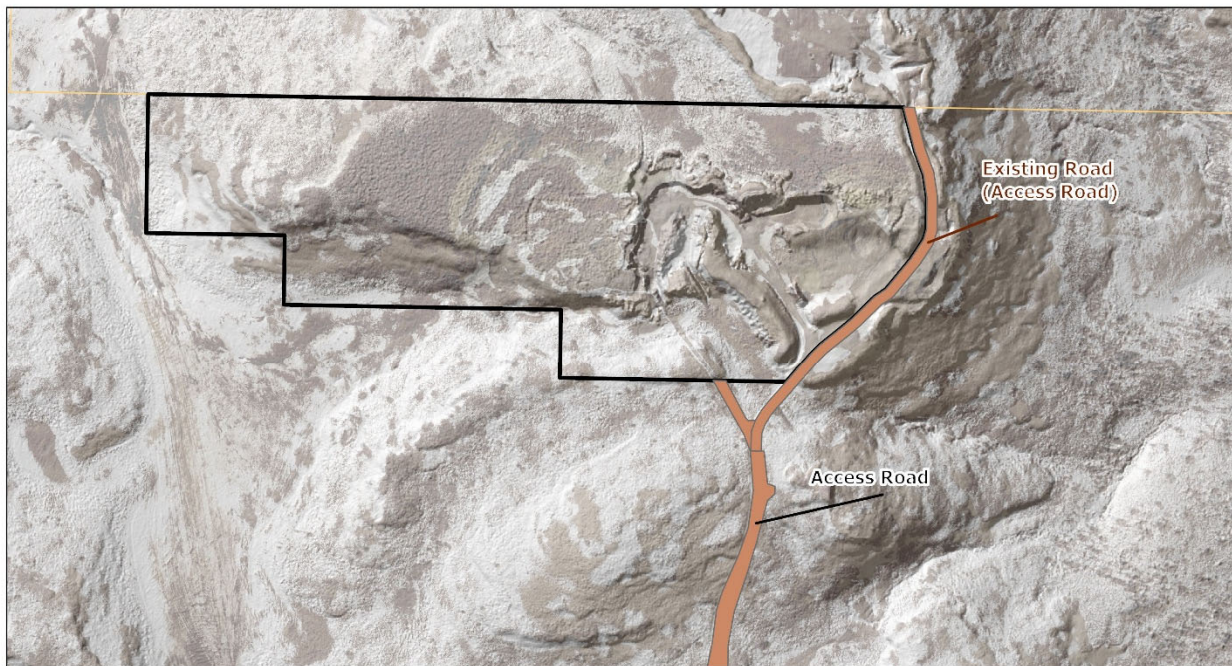
**EXHIBIT 2**

LEASED PREMISES

Page 1 of 2

The Leased Premises are depicted as follows:

Eagle Lake Materials Site Lease Premises



LEASE PREMISES: The NE1/4 NW1/4 NW1/4, and the N1/2 NE1/4 NW1/4, and the N1/2 S1/2 NE1/4 NW1/4, and the NW1/4 NE1/4 lying west of the existing road, and the W1/2 NE1/4 NE1/4 lying west of the existing road, all within Section 16, T4S, R11W, Seward Meridian, Homer Recording District, Alaska containing 86.75 Acres, More or Less as shown on this Exhibit



2022 Imagery on 2008 LIDAR Hillshade

**EXHIBIT 2**

**LEASED PREMISES**

Page 2 of 2

The Leased Premises are depicted as follows:

**EAGLE LAKE MATERIAL SITE LEASED PREMISES  
AND ACCESS ROAD**



**EXHIBIT 3**

Material Site Mining and Reclamation Plan  
(Approved upon Execution of Lease)

DRAFT

**EXHIBIT 4**

**MEMORANDUM OF LEASE**

(Attached)

DRAFT

---

(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

Lessor: Kenai Peninsula Borough  
Lessee:  
Legal Description: Attached as Exhibit 1  
Tax Parcel ID: 18515046 (portion of)  
Site Name: Eagle Lake Materials Site  
  
State: Alaska  
Borough: Kenai Peninsula Borough  
Recording District: Homer, Third Judicial

**MEMORANDUM OF LEASE**

This Memorandum of Lease (Memorandum) is entered into by and between the Kenai Peninsula Borough, an Alaska municipal corporation, having a mailing address of 144 N. Binkley St., Soldotna, AK 99669 (the Lessor) and \_\_\_ (the Lessee) (together, the Parties).

1. Lessor and Lessee entered into a certain Material Site Lease Agreement (the Agreement) on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purpose of development, operations, maintenance and reclamation of a Sand and Gravel Material Site. 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 one (1) successive automatic five (5) year option to renew.
3. The portion of the land being leased to Lessee (the Leased Premises) is described in Exhibit 1 annexed hereto.
4. Lessor and Lessee now desire to execute this Memorandum to provide constructive knowledge of Lessee's lease of the Leased Premises.
5. This Memorandum is 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:** Kenai Peninsula Borough  
an Alaska municipal corporation

**LESSEE:** \_\_  
an \_\_

By: \_\_\_\_\_  
Peter A. Micciche, Borough Mayor

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

ATTEST:

Its: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Michele Turner CMC, Borough Clerk

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

Date: \_\_\_\_\_

\_\_\_\_\_  
Wayne Cary, Deputy Borough Attorney

Date: \_\_\_\_\_



**EXHIBIT 1 TO MEMORANDUM OF LEASE**  
**DESCRIPTION OF PROPERTY AND LEASED PREMISES**

The Property is legally described as follows:

N1/2 & SW1/4 of Section 15 and All of Sections 16-21, T4S, R11W, Seward Meridian, Alaska

Parcel Number: 18515046

The Leased Premises are described as follows:

The NE1/4 NW1/4 NW1/4, and the N1/2 NE1/4 NW1/4, and the N1/2 S1/2 NE1/4 NW1/4, and the NW1/4 NE1/4 lying west of the existing road, and the W1/2 NE1/4 NE1/4 lying west of the existing road, all within Section 16, T4S, R11W, Seward Meridian, Homer Recording District, Alaska containing 86.75 Acres, More or Less as shown on Exhibit 2 of the Lease.

Introduced by: Mayor  
Date: 1/03/95  
Action: Adopted  
Vote: Unanimous

**KENAI PENINSULA BOROUGH  
RESOLUTION 95-003**

**A RESOLUTION CLARIFYING THE CLASSIFICATION OF THE EAST END ROAD  
MATERIAL SITE AS RESOURCE DEVELOPMENT PURSUANT TO KPB 17.10.080**

**WHEREAS,** Resolution 93-79 classified the East End Road material site as Resource Extraction for development of a commercial sand, gravel, and material disposal; and

**WHEREAS,** the East End Road material site is being developed for commercial purposes; and

**WHEREAS,** those lands originally classified Resource Extraction by Resolution 93-79 should be classified Resource Development to comply with KPB Code 17.10.080; and

**WHEREAS,** the Borough Planning Commission in regular session on December 12, 1994 recommended adoption of Resolution 95-003 by unanimous consent;

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

**SECTION 1.** That those Borough lands classified under Resolution 93-79 as Resource Extraction and described below are hereby classified as Resource Development:

E1/2 Section 9, Section 16, Section 17, N1/2 Section 18, Township  
4 South, Range 11 West, Seward Meridian, Alaska containing ± 1,920  
acres.

**SECTION 2.** That this resolution shall take effect immediately upon adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3rd DAY  
OF JANUARY, 1995.**

  
Andrew P. Scalzi, Assembly President

ATTEST:

  
Gaye J. Vaughan, Borough Clerk

Introduced by: Mayor  
Date: 04/07/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2026-020**

**A RESOLUTION ACCEPTING \$210,000 FROM THE STATE OF ALASKA,  
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS, DIVISION  
OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT FOR  
EMERGENCY MANAGEMENT OPERATIONS**

**WHEREAS,** KPB’s Office of Emergency Management (OEM) is responsible for disaster management and activities; and

**WHEREAS,** the State of Alaska receives funding from the Federal Emergency Management Agency to support the efforts of local governments in emergency preparedness and response; and

**WHEREAS,** OEM applied for funding under the 2025 Emergency Management Performance Grant (EMPG) program administered by the Alaska Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management (DHS & EM); and

**WHEREAS,** DHS & EM approved the grant award in the amount of \$210,000 through the 2025 EMPG program to support personnel and activities essential to local emergency management; and

**WHEREAS,** the grant program requires a local match of non-federal funds on a 50/50 ratio, or dollar-to-dollar match, for expenditures made from October 1, 2025, through September 30, 2026; and

**WHEREAS,** the match requirement will be met through operational expenditures of OEM; and

**WHEREAS,** grant funds were anticipated during the budget process and were appropriated as part of FY2026 budget;

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

**SECTION 1.** That the Mayor is authorized to accept grant funds in the amount of \$210,000 from the State of Alaska Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management, for emergency management operations and is authorized to execute all documents deemed necessary to accept the grant.

**SECTION 2.** That expenditures associated with the grant funds will be recorded to account 100.11250.EMP26.49999.

**SECTION 3.** That this resolution is effective retroactively to October 1, 2025.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 7TH DAY OF APRIL, 2026.**

---

Ryan Tunseth, Assembly President

ATTEST:

---

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Office of Emergency Management

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### MEMORANDUM

**TO:** Ryan Tunseth, Assembly President  
Members, KPB Assembly

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

**FROM:** Brenda Ahlberg, Emergency Manager *BA*

**DATE:** March 26, 2026

**SUBJECT:** Resolution 2026- 020 , Accepting \$210,000 from the State of Alaska, Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management for Emergency Management Operations (Mayor)

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KPB has received funding from the State of Alaska, Division of Homeland Security and Emergency Management for emergency management activities. This funding is provided by the Federal Emergency Management Agency under the Emergency Management Performance Grant (EMPG) program. The purpose of the EMPG program is to assist in the development, maintenance, and improvement of state and local emergency management capabilities in responding to disasters that may result from natural or human-caused events.

KPB’s Office of Emergency Management (OEM) applied for this funding and received a notice of award in the amount of \$210,000. The grant will offset staff salary percentages directly associated with the EMPG program for fiscal year 2026. There is a 50/50 matching fund ratio of non-federal funds. The match funds will be supplied from the balance of OEM’s FY2026 annual budget.

Eligible reimbursement costs are personnel and fringe costs associated with activities including, but not limited to, public outreach, individual emergency planning, improving emergency response plans, updating mitigation plans, and evacuation planning activities.

Brenda Ahlberg, Emergency Manager, will provide grant management and project completion. Project performance period ends September 30, 2026; however, funds will be expended by June 30, 2026.

Your consideration is appreciated.

Attachment: Award Letter.

<b>FINANCE DEPARTMENT MATCH ACCOUNT/FUNDS VERIFIED</b>	
Acct. No. <u>100.11250.EMP26.49999 - \$210,000.00</u>	
By: <i>BA</i> _____	Date: <u>3/25/2026</u>



THE STATE  
of ALASKA  
GOVERNOR MIKE DUNLEAVY

Department of Military and  
Veterans Affairs

Division of Homeland Security and  
Emergency Management

P.O. Box 5750  
JBER, AK 99505-0800  
Main: 907.428.7000  
Fax: 907.428.7009  
ready.alaska.gov

March 9, 2026

The Honorable Peter Micciche, Mayor  
Kenai Peninsula Borough  
144 N Binkley Street  
Soldotna, AK 99669

RE: 2025 Emergency Management Performance Grant, EMS-2025-EP-05004

Mayor Micciche:

The Division of Homeland Security and Emergency Management has received funds from the Federal Emergency Management Agency (FEMA) under the 2025 Emergency Management Performance Grant (EMPG). Award distribution from this program was delayed pending the removal of federal funding holds. Submitted Funded Staff Worksheets and Annual Work Plans have been reviewed, and we are pleased to award the Kenai Peninsula Borough the amount of \$210,000.00 under this grant.

EMPG performance includes but is not limited to the following:

- Accomplishment of activities identified in the subrecipient's 2025 EMPG Work Plan
- Completion of annual THIRA/SPR Survey
- Completion of annual Local Staging Area (LSA) and Commodity Point of Distribution (CPOD) Surveys
- Development of a local jurisdiction multi-year Integrated Preparedness Plan (IPP) to be submitted to the Division of Homeland Security and Emergency Management no later than July 20, 2026 and if possible, by March 30, 2026 for integration into the State's IPP Workshop being held on April 2, 2026
- Participation in exercises during the performance period. Exercises may be discussion-based (seminars, workshops, tabletop simulations) or operations-based (drills, functional exercises, full-scale exercises). Sponsored opportunities by DHS&EM may be available during the performance period. Real-world events may not always count as exercise participation.
- Continued utilization and work towards the NIMS Implementation Objectives and completion of the DHS&EM NIMS Implementation Questionnaire. More information on NIMS can be found at <https://www.fema.gov/emergency-managers/nims/implementation-training>.
- Continued work toward National Qualification System (NQS) implementation as outlined in FEMA's NQS Implementation Objectives. Subrecipients are considered in compliance with the NQS requirements as long they are working toward implementing the NQS Implementation Objectives as outlined in the Preparedness Grants Manual, <https://www.fema.gov/grants/preparedness/manual>.
- EMPG Program-funded personnel are expected to be trained emergency managers. EMPG Program-funded personnel and those used as the required match must complete either the Independent Study courses identified in the Professional Development Series, or complete the National Emergency Management Basic Academy by September 30, 2026.
- Timely quarterly progress report submissions
- Dollar-for-dollar, local, in-kind match

Mayor Micciche  
March 9, 2026  
Page 2 of 2

The 2025 EMPG performance period is twelve months, retroactive to October 1, 2025, and ending September 30, 2026. An EMPG subrecipient meeting will be held electronically in third quarter; attendance is required.

Participation by EMPG subrecipients in the State's multi-year Integrated Preparedness Plan Workshop (IPPW) is no longer a requirement this fiscal year due to the federal delays in funding, but is encouraged. This Workshop will be held as part of the DHS&EM Emergency Management Conference on April 2, 2026 at the Dena'ina Center in downtown Anchorage from 1-5 pm.

EMPG funding allocations to local jurisdictions are a direct result of continued reporting on actual funds spent at the local level on emergency management activities. With that in mind, we encourage reporting all funds spent on emergency management activities even if they exceed the required match.

Federal regulation (2 CFR Part 200.430) requires charges for federal awards, salaries, and wages must be based on records that accurately reflect the work performed and after the fact determination of the actual total activity of the employee. This includes all funding sources and all hours for the pay period to be accounted for when submitting for reimbursement. The required documentation for reimbursement includes payroll reports or timesheets signed and certified that capture the employee's name, position, payroll time period, breakdown of all hours charged to each allocation to total 100% of the employee's worked time, the amount paid, and copies of the corresponding pay warrants, are acceptable.

Attached is a pre-signed Obligating Award Document (OAD). Please review the information for accuracy and review any Special Conditions. Please print the document, sign the OAD, and send a scanned copy to [mva.grants@alaska.gov](mailto:mva.grants@alaska.gov) within 30 days of subrecipient receipt. Keep a fully executed copy for your records. If the OAD cannot be returned within 30 days due to local jurisdiction policies, a Notice of Intent to Accept Grant Award form must be submitted. If signatory points of contact have changed since the submittal of the application, please complete, and return a Signatory Authority Form with the signed OAD.

If you have any questions, please contact the Division Project Manager for this grant, David Reilly at (907) 428-7019 or by email at [dave.reilly@alaska.gov](mailto:dave.reilly@alaska.gov) and [mva.grants@alaska.gov](mailto:mva.grants@alaska.gov).

Sincerely,



Tiffany D. Peltier  
Deputy Director

Enclosure(s): Obligating Award Document  
Project Budget Details Report

cc: Brenda Ahlberg, Subrecipient Project Manager  
Brandi Harbaugh, Subrecipient Chief Financial Officer

Introduced by:  
Date:  
Action:  
Vote:

Mayor  
04/07/26

**KENAI PENINSULA BOROUGH  
RESOLUTION 2026-019**

**A RESOLUTION APPROVING A STANDARDIZATION POLICY FOR  
THE USE OF ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE,  
INC., ARCGIS SOFTWARE**

**WHEREAS,** KPB 5.28.280 provides for contract award without competition when the purchase is pursuant to a standardization policy approved by the Assembly; and

**WHEREAS,** a robust and reliable Geographic Information System (GIS) software platform is foundational to supporting KPB's operations, and Environmental Systems Research Institute's (ESRI) ArcGIS software platform is the industry standard for enterprise GIS, and currently provides the geospatial underpinning for several of KPB's most critical operations and statutory obligations with a decades-long history of stability; and

**WHEREAS,** ESRI/ArcGIS is the only practical industry option for these services, it is in the best interest of KPB to standardize the procurement of the ArcGIS software platform in order to maintain compatibility with existing KPB requirements.; and

**WHEREAS,** ESRI has provided a quote for a Small Government Enterprise Agreement covering its ArcGIS software, maintenance, and support for KPB-wide use for three years totaling \$179,100;

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

**SECTION 1.** That the Assembly approves the standardization policy for the procurement of ESRI's ArcGIS software as the official KPB GIS platform for a period of six years, equivalent to the duration of two typical contract terms.

**SECTION 2.** That this resolution is effective immediately.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 7TH DAY OF APRIL, 2026.**

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Ryan Tunseth, Assembly President

ATTEST:

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Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Purchasing & Contracting Department

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### MEMORANDUM

**TO:** Ryan Tunseth, Assembly President  
Members, KPB Assembly

**THRU:** Peter A. Micciche, Borough Mayor *PMU*  
Robert Ruffner, Planning Director *ARRR*

**FROM:** John Hedges, Purchasing and Contracting Director *JH*

**DATE:** March 26, 2026

**RE:** Resolution 2026- 019, Approving a Standardization Policy for the Use of Environmental Systems Research Institute, Inc., ArcGIS Software (Mayor)

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KPB 5.28.280 provides for contract award without competition when the purchase is pursuant to a standardization policy approved by the Assembly.

Environmental Systems Research Institute's (ESRI) ArcGIS software platform is the industry standard for enterprise geographic information systems and has been utilized by KPB for decades. It is deeply embedded in day-to-day KPB operations — from parcel fabric and tax assessment to 911 addressing, road network management, elections, and emergency management, among others. Beyond these functions, KPB GIS staff has spent considerable time and effort building data, custom configurations, automated workflows, and integrations on top of the platform. ESRI/ArcGIS is the only practical industry option for these services. It is in the best interest of KPB to standardize the procurement of the ArcGIS software platform in order to maintain compatibility with existing KPB requirements.

Licensing costs have been included in the FY2026 GIS operating budget, with future funding to be requested through the regular budget process as needed. ESRI has provided a quote for a Small Government Enterprise Agreement covering ArcGIS software, maintenance, and support for KPB-wide use for three years, totaling \$179,100, and a standardization policy is requested for a period of six years, equivalent to the duration of two typical contract terms.

Your consideration is appreciated.



# Quotation # Q-558032

Date: November 25, 2025

Customer # 204781 Contract #

Borough of Kenai Peninsula  
GIS Dept  
144 N Binkley St  
Soldotna, AK 99669-7520

ATTENTION: Bobbi Sjogren  
PHONE: (907) 714-2220  
EMAIL: rsjogren@kpb.us

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
**Quote is valid from: 11/25/2025 To: 2/23/2026**

Material	Qty	Term	Unit Price	Total
193206	1	Year 1	\$59,100.00	\$59,100.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 2	\$59,700.00	\$59,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 3	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$179,100.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
<b>Total:</b>	<b>\$179,100.00</b>

The optional phased pricing quoted here is a onetime offer and valid through the 3 year term of this Enterprise Agreement. The Enterprise Agreement renewal fee will be based on the List Price at the time of Renewal.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Ciji Clark	<b>Email:</b> cclark@esri.com	<b>Phone:</b> (907) 312-0301
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		



# Quotation # Q-558032

Date: November 25, 2025

Customer # 204781 Contract #

Borough of Kenai Peninsula  
GIS Dept  
144 N Binkley St  
Soldotna, AK 99669-7520

ATTENTION: Bobbi Sjogren  
PHONE: (907) 714-2220  
EMAIL: rsjogren@kpb.us

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 11/25/2025 To: 2/23/2026*

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$\_\_\_\_\_, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**For questions contact:**

Ciji Clark

**Email:**

cclark@esri.com

**Phone:**

(907) 312-0301

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAFS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

**Esri Use Only:**

Cust. Name \_\_\_\_\_  
 Cust. # \_\_\_\_\_  
 PO # \_\_\_\_\_  
 Esri Agreement # \_\_\_\_\_



**SMALL ENTERPRISE AGREEMENT  
 COUNTY AND MUNICIPALITY GOVERNMENT  
 (E214-3)**

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
 List of Products**

**Uncapped Quantities (annual subscription)**

<b>ArcGIS Enterprise Software and Extensions</b> ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	<b>ArcGIS Enterprise Additional Capability Servers</b> ArcGIS Image Server  <b>ArcGIS Online User Types</b> ArcGIS Online Viewer User Type  <b>ArcGIS Enterprise User Types</b> ArcGIS Enterprise Viewer User Type
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**Capped Quantities (annual subscription)**

<b>ArcGIS Online User Types</b>		<b>ArcGIS Enterprise User Types</b>	
ArcGIS Online Contributor User Type	30	ArcGIS Enterprise Contributor User Type	30
ArcGIS Online Mobile Worker User Type	150	ArcGIS Enterprise Mobile Worker User Type	150
ArcGIS Online Creator User Type	150	ArcGIS Enterprise Creator User Type	150
ArcGIS Online Professional User Type	40	ArcGIS Enterprise Professional User Type	40
ArcGIS Online Professional Plus User Type	40	ArcGIS Enterprise Professional Plus User Type	40
<b>ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type</b>		<b>ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type</b>	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each
<b>ArcGIS Online Apps and Other</b>		<b>ArcGIS Enterprise Apps and Other</b>	
ArcGIS Location Sharing for ArcGIS Online	40	ArcGIS Location Sharing for ArcGIS Enterprise	40
ArcGIS Online Service Credits	100,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	30

**Other Benefits**

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### CUSTOMER CONTACT INFORMATION

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“**Case**” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“**Deploy**”, “**Deployed**” and “**Deployment**” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“**Fee**” means the fee set forth in the Quotation.

“**Maintenance**” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“**Master Agreement**” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“**Product(s)**” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“**Quotation**” means the offer letter and quotation provided separately to Customer.

“**Technical Support**” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“**Tier 1 Help Desk**” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“**Tier 1 Support**” means the Technical Support provided by the Tier 1 Help Desk.

“**Tier 2 Support**” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Introduced by: Mayor  
Date: 04/07/26  
Hearing: 04/21/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2026-13**

**AN ORDINANCE AUTHORIZING A PUBLIC PURPOSE NON-COMMERICAL COMMUNICATION SITE LEASE AGREEMENT WITH THE COOPER LANDING COMMUNITY CLUB, INC.**

**WHEREAS**, since 1999, the Cooper Landing Community Club (CLCC) has maintained an approximately 7,000 square-foot satellite dish site within a portion of KPB-owned Parcel No. 11912509 in the Cooper Landing area; and

**WHEREAS**, the CLCC desires to continue operating a satellite dish on the property for an exclusive, historic use to provide the residents of Cooper Landing with news, weather, and other television programming; and

**WHEREAS**, the CLCC has agreed to a five-year lease agreement with renewal options at an annual rent of \$10.00 to provide a non-commercial public purpose communications from the site; and

**WHEREAS**, the Cooper Landing Advisory Planning Commission, at its regularly-scheduled meeting held on \_\_\_\_\_, 2026, recommended \_\_\_\_\_; and

**WHEREAS**, the KPB Planning Commission, at its regularly-scheduled meeting held on \_\_\_\_\_, 2026, recommended \_\_\_\_\_;

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

**SECTION 1.** That this is a non -code ordinance.

**SECTION 2.** That pursuant to KPB 17.10.100(I) and KPB 17.10.120(D), the Assembly finds that entering into a public purpose Non-Commercial Communication Site Lease Agreement with the Cooper Landing Community Club at less than fair market value on that Leased Premises more particularly described as follows is in the best interests of KPB:

A portion of Tract H, ASLS 2003-2, Plat No. 2005-10, Seward Recording District, Third Judicial District, State of Alaska, more particularly described as an approximately 7,000 square foot area, together with non-exclusive access beginning directly off of the Sterling Highway right-of-way and across the Old Sterling Highway easement to an existing road. (Parcel No. 11912509)

Site Name: Cooper Landing Community Club Satellite Dish

This finding is based upon the following facts:

1. The property will be used to continue use of an exclusive, historic communication site that will benefit of the residents of Cooper Landing.
2. KPB will receive the benefit of reserved tower space for emergency and other KPB related uses.

**SECTION 3.** That the Mayor is hereby authorized to negotiate and enter into a lease upon a portion of the property identified in Section 2, subject to all lease conditions required by this ordinance and the applicable provisions of KPB 17.10.

**SECTION 4.** That the annual rent will be Ten Dollars (\$10.00) for exclusive use of the Leased Premises for a five-year term with renewal options.

**SECTION 5.** Pursuant to KPB 17.10.230, the Assembly authorizes an exception to the requirements of 17.10.110, "Notice of Disposition", based upon the following facts:

1. Special circumstances or conditions exist.
  - a. The proposed lease is solely with the CLCC and for the purpose of operating and maintaining an existing communication site.
  - b. The notice requirement is intended to make the public aware of an opportunity to purchase KPB property, which is unnecessary since the intent of the disposal is to lease the property solely to the CLCC.
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 chapter.
  - a. The notice requirement is intended to make the public aware of an opportunity to purchase KPB property, which is not applicable to the lease of property solely to CLCC.
3. That the granting of this exception will not be detrimental to the public welfare or injurious to other property in the area.
  - a. The existing communication site is compatible with the surrounding land uses.

**SECTION 6.** That the CLCC will have ninety (90) days from the date of enactment of this ordinance to execute the lease agreement.

**SECTION 7.** That the Mayor is authorized to execute a lease agreement substantially in the form of the one accompanying this ordinance, and any documents necessary to effectuate this ordinance.

**SECTION 8.** That rent revenue from the lease shall be submitted to the KPB Finance Department and deposited into Land Management Account No. 250.00000.00000.36316.

**SECTION 9.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

**SECTION 10.** This ordinance shall become effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2026.**

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Ryan Tunseth, Assembly President

ATTEST:

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Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Planning Department – Land Management Division

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### MEMORANDUM

**TO:** Ryan Tunseth, Assembly President  
Members, KPB Assembly

**THRU:** Peter A. Micciche, Mayor *PMM*  
Robert Ruffner, Planning Director *alt for RR*  
Aaron Hughes, Land Management Officer *AH*

**FROM:** Jennifer Shields, Land Management Agent *JS*

**DATE:** March 26, 2026

**RE:** Ordinance 2026-13, Authorizing a Public Purpose Non-Commercial Communication Site Lease Agreement with the Cooper Landing Community Club, Inc. (Mayor)

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In 1973, the State of Alaska began the Rural Alaskan Television Network (RATNet) program to provide news, weather, and other television programming to rural sites across the state. In 1981, the U.S. Forest Service issued a Special Use Permit on State selected municipal entitlement lands for a RATNet site in Cooper Landing, specifically for the installation of a satellite dish, antenna support structure, and equipment building. In 1983, the U.S. Forest Service transferred the Special Use Permit to the State (ADL 217401). The State named the Cooper Landing Community Club (CLCC) as the successor to the Special Use Permit in 1999. The land was patented to the State of Alaska in 1996 and in 2006 to the KPB, subject to the Special Use Permit.

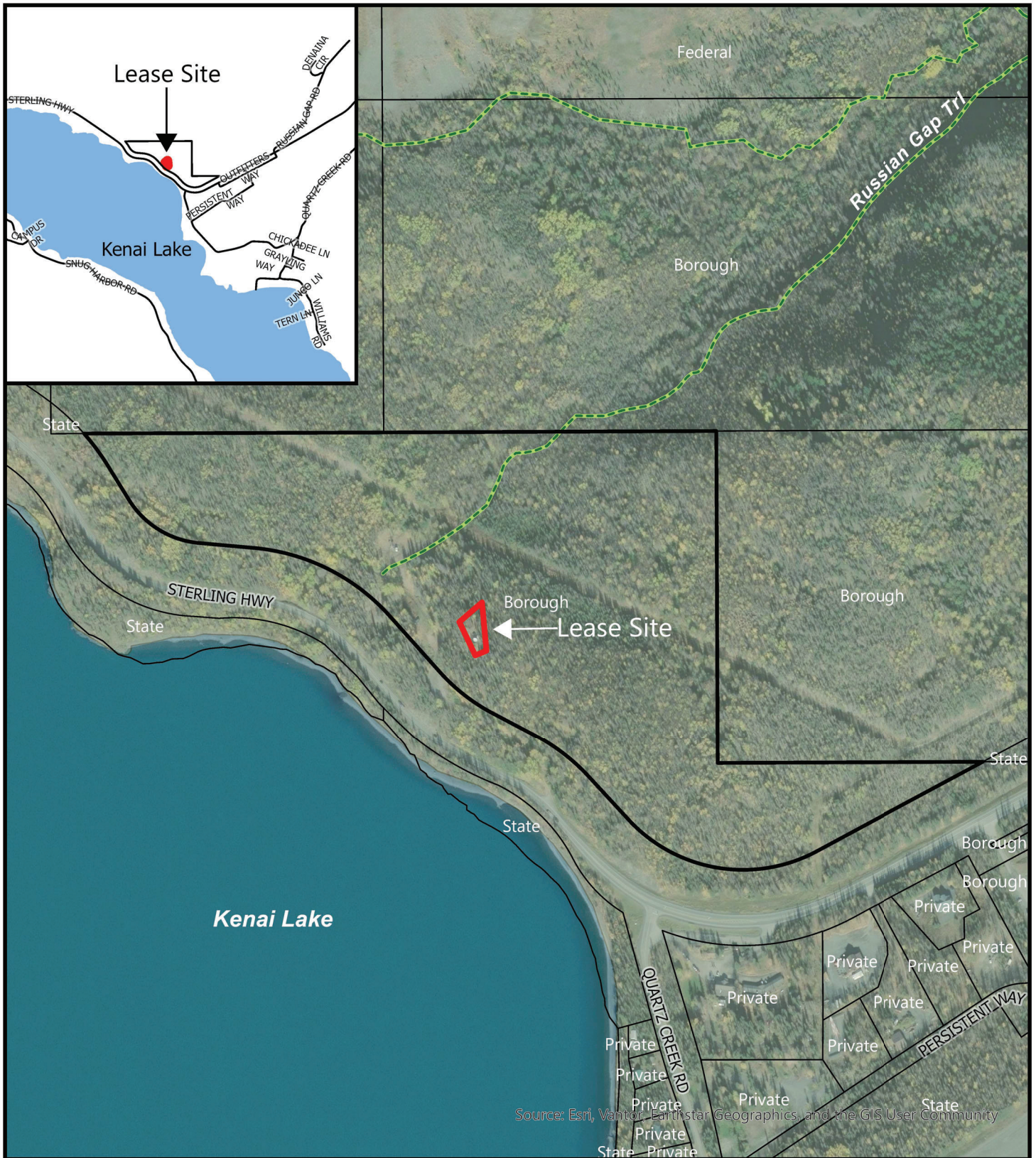
Since 1981, the site has continued to provide the residents of Cooper Landing with news, weather, and other television programming. In January 2025, the CLCC put out a public inquiry to gauge how many residents were still utilizing the satellite's signal, and they received enough positive feedback to want to continue providing the signal to Cooper Landing residents.

In order to best manage the site, Land Management staff has initiated a lease application process with the CLCC for a 5-year lease agreement with renewal options at a less than fair market value annual rental of \$10.00, since the satellite dish provides a direct benefit to the general public.

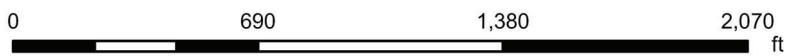
The Cooper Landing Advisory Planning Commission will provide a recommendation on the proposed lease prior to the public hearing on this ordinance.

The KPB Planning Commission will hold a public hearing regarding the proposed lease on April 13, 2026, and will forward its recommendation to the Assembly.

Your consideration is appreciated.



Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community



LMD25-18  
Parcel No. 11912509

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

## NON-COMMERCIAL SITE LEASE AGREEMENT

This Non-Commercial Site Lease Agreement (Agreement) is entered into by the Kenai Peninsula Borough, an Alaska municipal corporation, whose mailing address is 144 North Binkley Street, Soldotna, Alaska 99669 (KPB or Lessor), and Cooper Landing Community Club, Inc., an Alaska nonprofit corporation, whose mailing address is P.O. Box 508, Cooper Landing, AK 99572 (CLCC or Lessee) (together, the Parties). This Agreement becomes effective on the date of signature by KPB (the Effective Date).

### PART I. BACKGROUND, AUTHORIZED CONTACT AND CONTRACT DOCUMENTS

**1. Background.** KPB owns certain real property located in the Kenai Peninsula Borough, in the State of Alaska, that is more particularly described in Exhibit 1 attached hereto (the Property). In consideration for the payment and terms provided under this Agreement, the Parties agree that KPB will grant Lessee the right to use a portion of the Property, the Leased Premises identified in Section 4, "Description of Property", in accordance with the terms of this Agreement.

**2. Authorized Contact.** All communications about this Agreement must be directed as follows, and any reliance on a communication with a person other than who is listed below is at the Party's own risk.

#### LESSOR

Name: Kenai Peninsula Borough  
Attn: Land Management Division  
Re: Lease No. LMD 25-  
18  
144 N. Binkley St.  
Soldotna. AK 99669

#### LESSEE

Name: Cooper Landing Community Club, Inc.  
Re: Site # \_\_\_\_\_; Cooper Landing  
P.O. Box 508  
Cooper Landing, AK 99572

**3. Contract Documents.** As authorized by Kenai Peninsula Borough Ordinance \_\_\_\_\_, this 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: Site-Specific Lease Provisions

Appendix B: Lease Provisions Required by KPB 17.10

Exhibit 1: Description of the Property and the Leased Premises

Exhibit 2: Leased Premises Site Sketch

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

## PART II. LEASE DESCRIPTION AND TERMS

**4. Description of Property.** 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 7,000 square feet, including the air space above such ground space, as described and depicted on Exhibit 1 and Exhibit 2 of this Agreement, attached hereto (collectively, the Leased Premises), for the purpose of operating and maintaining Communication Facilities as defined in Section 9, "Use", together with non-exclusive, legal access beginning directly off of the Sterling Highway right-of-way and across the Old Sterling Highway easement to an existing road as depicted on Exhibit 2 of this Agreement.

### 5. Term.

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

(b) Upon mutual written consent of the Parties, 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), provided Lessee is not in default or in breach of this Agreement. Lessee must request renewal from KPB, not less than thirty (30) days prior to the end of the then-current Term. For purposes of this Agreement, Term includes the Initial Term and any applicable Renewal Term(s).

(c) Should Lessee or any assignee or licensee of Lessee hold over the Leased Premises or any part thereof after the expiration of this Agreement, such holdover will constitute and be construed as a tenancy from month-to-month only, upon the same terms and conditions and including an annual escalation to the base Rent of fifteen percent (15%).

### 6. Termination.

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

(a) by Lessee upon thirty (30) days prior written notice to KPB, if Lessee is unable to obtain or maintain any required insurance, approval(s) or the issuance of a license or permit by any agency, board, court, or other governmental authority necessary for the operation of the Communication Facilities as now or hereafter intended by Lessee; or if Lessee determines, in its sole discretion, that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(b) by Lessee, upon thirty (30) days prior written notice to KPB, if Lessee determines that, 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 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 the remaining Rent due under the current Term until such Term expires, and subject to removal requirements contained within Section 13, "Equipment, Fixtures, and Removal". 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.

(d) by KPB in the event of a default in the performance or observance of any of the Agreement terms or conditions, and if such default continues thirty (30) days after written notice of the default, KPB may cancel the Agreement 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.

**7. Rent.** Beginning on the Effective Date, Lessee must pay to KPB an annual rent payment of Ten and No/100 Dollars (\$10.00) (Rent), for a total of Fifty and No/100 Dollars (\$50.00) at the address set forth

above on or before the last day of the lease term.

**8. Taxes.** Lessee must pay any real or personal property taxes assessed on, or any portion of such taxes attributable to, the Communication Facilities as defined in Section 9, "Use", located on the Leased Premises, including any taxable private leasehold interests.

**9. Use.** The Leased Premises are being leased for the exclusive purpose of operating and maintaining Alaska Rural Communications Service (ARCS) transmitting and receiving equipment, including one satellite dish, one equipment shelter, antennas and supporting tower structure, 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, pursuant to prior written approval from KPB. Subject to Section 11(b) "Security and Buffer Landscaping", 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. Excepting Section 14, "Co-Locate Rights Reserved by KPB", Lessee will have the exclusive right to operate upon the Leased Premises existing communications tower, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary.

**10. Merger of Title.** Prior to execution of this Agreement, the Parties must execute and record a merger of title affidavit for the purpose of combining the terms, provisions, and conditions of this Agreement and any existing interests, if any, from that federal entry permit identified as Special Use Permit 4049.01.

**11. Security and Buffer Landscaping.**

(a) Fence and Site Security. Notwithstanding Section 4, "Description of Property", 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. 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 tower, buildings, applicable guy anchors, applicable guy wires, and related improvements, including, without limitation, posting signs for security purposes.

(b) Buffer Landscaping. To blend with the surrounding use of the Property as outdoor space, the Lessee will only clear the Leased Premises to the extent necessary for its Communication Facilities.

**12. Access, Maintenance, and Utilities.**

(a) Access. During the Term, Lessee, and its licensees, customers, guests, agents, 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, sublicensees, successors, and assigns, for the term of the Agreement, non-exclusive access across an existing road to the extent depicted on Exhibit 2 (a) for ingress and egress, and (b) for the 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, 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.

(b) Maintenance. Lessee will keep and maintain the Leased Premises and related, non-exclusive access, in good condition and free of fire hazards. Lessee must take all reasonable precautions to prevent, and take all reasonable actions to suppress, destructive and uncontrolled grass, brush, and forest fires on the Leased Premises, and comply with all laws, regulations and rules promulgated and enforced by the protection agency responsible for forest protection within the area wherein the Leased Premises is located. To proactively mitigate fire risks, Lessee must remove all dead spruce trees, or potential hazard trees within a fifty (50) foot radius of the Leased Premises. All trees and/or slash produced from these activities must be removed from the site or mechanically processed into chips and dispersed back onto the site. If slash is mechanically processed, the resulting chip bed may not exceed 6" of depth on any area within the treatment unit.

(c) Utilities. Lessee is solely responsible for installing separate meters for utility use and payment, as applicable, and may not connect to any KPB-owned electrical, communication, or other utility without KPB's prior written approval.

**13. Equipment, Fixtures, and Removal.** The Communication Facilities will at all times be the personal property of Lessee or its licensees, and customers, as applicable. Lessee and/or its licensees, and customers will have the right to operate and maintain on the Leased Premises such equipment, structures, fixtures, signs, and personal property as Lessee may deem necessary or appropriate, and such property, including the Communication Facilities and other 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 six (6) consecutive months following the Effective Date (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 will include removal of all concrete and other foundation materials to a depth of five (5) feet 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 will be deemed abandoned and may be removed and disposed of by KPB in such manner as KPB may determine, without any obligation on the part of KPB to account to Lessee for any proceeds therefrom. Time is of the essence.

**14. Co-Locate Rights Reserved by KPB.** KPB reserves the right to install emergency response or other communication equipment as may be deemed necessary by and for the sole benefit of KPB. Ninety (90) days prior to the exercise of this reservation, KPB must provide Lessee with a complete inventory of equipment and proposed vertical location. Lessee must confirm KPB's equipment will not interfere with Lessee's equipment or propose an alternate location. Upon installation of KPB's equipment on the Leased Premises, Lessee's equipment must not interfere with KPB's emergency response or other 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 will 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 will do and perform, or cause to be done and performed, all such further acts and things, and will 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 and the consummation of the transactions contemplated hereby. All costs associated with KPB's co-location on Lessee's tower, including but not limited to the cost of any structural analyses and any installation, maintenance and operating costs, will be borne by KPB.

**15. 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 may not do or knowingly permit anything during the Term that will unreasonably interfere with or negate 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.

(c) To the best of KPB's knowledge, KPB has complied with, and will comply with, all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, 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 12, "Access, Maintenance, and Utilities", Lessee will have access to all utilities required for the operation of Lessee's improvements on the Leased Premises that are currently existing on the Property.

(e) Except for the 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, nor 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. Nothing in this Agreement, including such cooperation, will be construed as creating a partnership between the Parties.

**16. Required Insurance Coverages.** Insurance coverages required under this Agreement must be primary and exclusive of any other insurance carried by KPB. Minimum levels of insurance coverage required under this Agreement must remain in effect for the life of this Agreement. If Lessee's policies contain higher limits, KPB will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be delivered to KPB at the time of submission of the signed Agreement. KPB may request copies of required policies and endorsements, which must be provided within ten (10) days of KPB's request. Updated certificates must be provided upon insurance coverage renewal, where applicable.

(a) Lessee must provide and maintain commercial general liability insurance (CGL). The CGL policy must be written on an occurrence basis and with a limit of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. If necessary to provide the required limits, the CGL policy's limits may be layered with an umbrella or excess liability policy. This policy must name KPB as additional insured with a waiver of subrogation.

(b) Lessee must provide and maintain commercial automobile liability insurance. The commercial automobile liability policy must include a combined single limit of not less than one million dollars (\$1,000,000.00). Coverage must include non-owned and hired car coverage. This policy must name KPB as additional insured with a waiver of subrogation.

(c) Lessee must provide and maintain workers' compensation insurance in accordance with the laws of the State of Alaska for all of its employees engaged in work under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability

protection not less than the minimum amounts required by law. Subrogation will be waived.

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

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

(f) Lessee's obligations to provide insurance may be met by providing evidence of fiscal responsibility or self-insurance that is acceptable to KPB. Lessee warrants that it has the capacity to self-insure for the risks and coverages specified and will provide evidence of the lines and limits of coverage specified in this Section. Lessee must provide KPB with proof of continuing ability to provide self-insurance within thirty (30) calendar days of any written request by KPB for such proof. If there is any change in the ability to self-insure, Lessee must provide KPB with immediate notice of such change and must immediately purchase insurance as set forth in this Section.

**17. 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 authorizations granted to third parties or retained by KPB to locate improvements below grade 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 authorizations 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.

**18. Lessee Liabilities.** In addition to other liabilities under this Agreement, Lessee has the following liabilities and agrees:

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

(b) That 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 siting, permitting, operation, and maintenance of any facility, improvement, or equipment on the Leased Premises;

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

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

**19. Indemnification.** 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 from 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 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 Lessee's use and occupancy of the Leased Premises or the Property. Notwithstanding the foregoing, Lessee's duty to indemnify, defend, and hold harmless KPB as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of KPB, its employees, public officials, and volunteers.

**20. Inspection.** KPB reserves the right to enter upon and inspect the Leased Premises at any time to assure compliance with the conditions of this Agreement. Except in case of emergency, KPB will 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.

**21. 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.

**22. 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.

**23. Remedies.** Should the defaulting Party fail to cure a default under this Agreement, the non-defaulting Party will have all remedies available either at law or in equity, including the right to terminate this Agreement.

**24. 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 will be subordinate to KPB's rights and interest in the Leased Premises and the Property. Any such encumbrance will 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 will 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 may 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.

**25. 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 a 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 and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Alaska, without regard to conflict of law principles. Any lawsuits filed in connection with this Agreement must be filed and prosecuted in the Third Judicial District, State of Alaska, at Kenai, 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) W-9. As a condition precedent to payment, KPB agrees to provide Lessee with a complete IRS Form W-9, or its equivalent, upon execution of this Agreement.

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

(g) Entire Agreement. This Agreement and its 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.

(h) Amendment. This Agreement may be amended in writing upon mutual agreement of the Parties.

**[SIGNATURES BEGIN ON NEXT PAGE]**

**PART III. EXECUTION**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**LESSOR:** Kenai Peninsula Borough  
an Alaska municipal corporation

**LESSEE:** Cooper Landing Community Club, Inc.  
an Alaska nonprofit corporation

By: \_\_\_\_\_  
Peter A. Micciche, Borough Mayor

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

Date: \_\_\_\_\_

\_\_\_\_\_  
Michele Turner CMC, Borough Clerk

(KPB SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Wayne Cary, Deputy Borough Attorney

Date: \_\_\_\_\_



## APPENDIX A

### SITE-SPECIFIC LEASE PROVISIONS

**CO-LOCATE RIGHTS RESERVED BY KPB:** In addition to Section 14, “Co-locate Rights Reserved by KPB”, of the Agreement, KPB reserves ten (10) vertical feet of tower space, if available. To the extent this Appendix conflicts with Section 14, “Co-locate Rights Reserved by KPB”, of the Agreement, the terms of the Agreement will control.

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

**KPB AND SUBLESSEE USAGE:** KPB and its sublessee(s) may use the Reserved Space for the purposes of providing public safety communications or other purposes deemed necessary to KPB. KPB or its sublessee(s) 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 will remain the personal property of KPB or its sublessee(s).

**INTERFERENCE WITH LESSEE EQUIPMENT:** In the event that proposed or installed equipment from KPB or its sublessee(s) interferes with Lessee’s equipment, all parties will work to explore technical solutions or changes to mitigate such interference. All other provisions of Section 13, “Co-locate Rights Reserved by KPB”, of the Agreement related to interference remain in effect.

**ACCESS:** 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 Lessee. Access will only be permitted to Lessee upon separate mutual written agreement. Such premises may have restrictions due to State or Federal policy and regulations, in such event, these regulations will prevail over the Agreement terms.

**RENT:** The Reserved Space is free of charge. KPB and its sublessee(s) are not responsible for any additional or direct rent payment to Lessee for the use of the tower or associated premises. KPB or its sublessee(s) are 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 the equipment of KPB or its sublessee(s).

## APPENDIX B

### LEASE PROVISIONS REQUIRED BY KPB 17.10

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

(2) **Assignment.** Lessee may assign the lands upon which it 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 KPB 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 (30) days after written notice of the default, KPB may cancel the 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, if in good standing, 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 the Leased Premises by Lessee during the Term, KPB, its agents, or representatives, may immediately enter or re-enter and resume possession of the Leased Premises. Entry or re-entry by KPB shall not be deemed an acceptance of surrender of the Agreement.

(6) **Fire Protection.** Lessee must take all reasonable precautions to prevent, and take all reasonable actions to suppress destructive and uncontrolled grass, brush, and forest fires on the Property under the 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 must 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 the 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 Agreement. 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 default will be in writing as provided in Paragraph 9 Notice.

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

(a) Improvements on Leased Premises owned by Lessee must, within thirty (30) 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 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 Lessee, be sold at public sale under the direction of the KPB 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 its successors in interest, after paying to KPB 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 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 of 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, Lessee shall convey said improvements and/or chattels by appropriate instrument to KPB.

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

(13) **Re-rent.** In the event that the Agreement should be terminated, canceled, forfeited or abandoned, KPB may offer said lands for lease or other appropriate disposal pursuant to the provisions of KBP 17.10 or other applicable regulations.

(14) **Responsibility for Location.** It must be the responsibility of 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 Lessee.

(16) **Sanitation.** Lessee must 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 must be kept in a clean and sanitary condition and every effort must be made to prevent any pollution of the waters and lands.

(17) **Shore Land Public Access Easement.** As established by AS 38.05, KPB 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 KP.B 17.10 or of the terms of the Agreement may expose 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 KP.B, 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 KP.B to enforce any covenant or provision therein contained shall not discharge or invalidate such covenants or provision or affect the right of KP.B to enforce the same in the event of any subsequent breach or default. The receipt by KP.B 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.

**EXHIBIT 1**

**DESCRIPTION OF PROPERTY AND LEASED PREMISES**

Page 1 of 1

The Property is legally described as follows:

A portion of Tract H, ASLS 2003-2, Plat No. 2005-10, Seward Recording District, Third Judicial District, State of Alaska. (Parcel No. 11912509)

Site Name: CLCC Satellite Dish

The Leased Premises are described as follows:

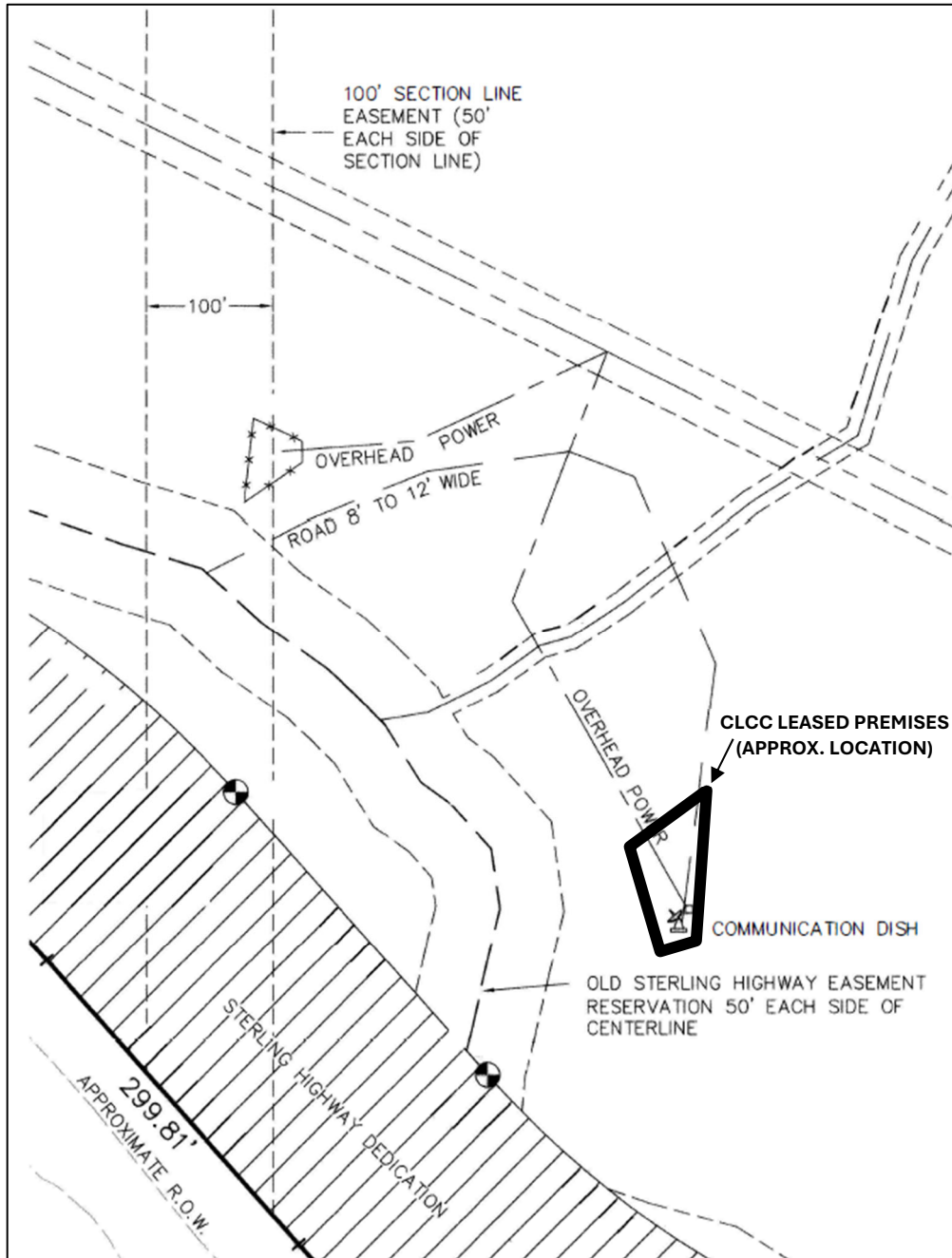
A portion of the above-described Property, more particularly described as an approximately 7,000 square foot area, including the air space above such ground space, as further depicted on Exhibit 2 of this Agreement. Together with non-exclusive access beginning directly off of the Sterling Highway right-of-way and across the Old Sterling Highway easement to an existing road as depicted on Exhibit 2 of this Agreement.

**EXHIBIT 2**

**LEASED PREMISES**

Page 1 of 2

The Leased Premises are depicted as follows:

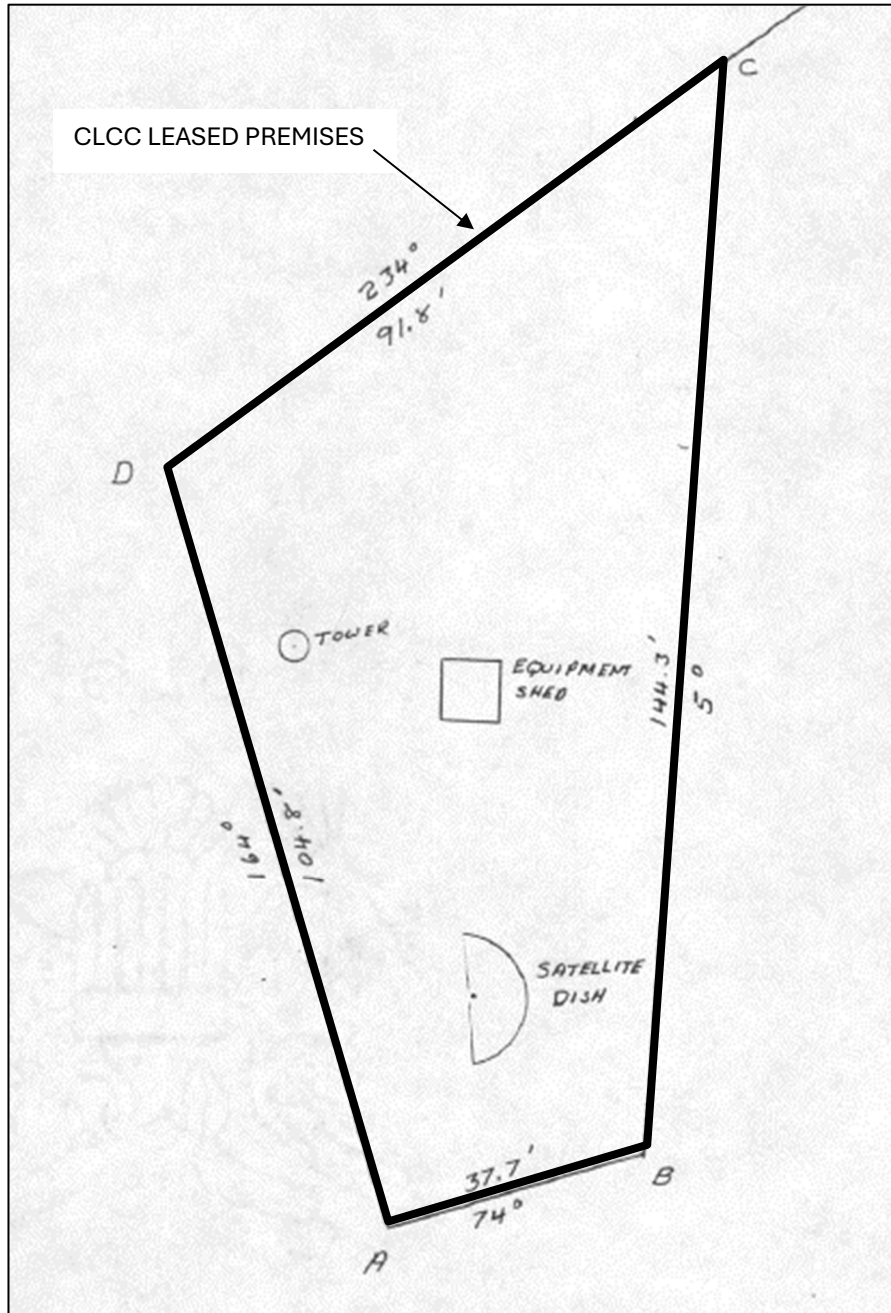


**EXHIBIT 2**

LEASED PREMISES

Page 2 of 2

The Leased Premises are depicted as follows:



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(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

Affiant: Cooper Landing Community Club, Inc.  
Tax Parcel ID #: 11912509  
Site Name: CLCC Satellite Dish Site  
State: Alaska  
Borough: Kenai Peninsula Borough  
Recording District: Seward, Third Judicial

**AFFIDAVIT OF MERGER OF TITLE**

- WHEREAS,** in 1973, the State of Alaska (State) began the Rural Alaskan Television Network (RATNet) program to provide news, weather, and other television programming to rural sites across the state; and
- WHEREAS,** in 1981, the U.S. Forest Service issued Special Use Permit 4049.01 for a RATNet site on State selected municipal entitlement lands in Cooper Landing, Alaska, specifically for the installation of a satellite dish, antenna support structure, and equipment building; and
- WHEREAS,** in 1983, the U.S. Forest Service transferred the Special Use Permit to the State (ADL 217401); and
- WHEREAS,** in 1996, the U.S. Forest Service patented the land to the State, and the RATNet program was renamed to the Alaska Rural Communications Service (ARCS); and
- WHEREAS,** in 1999, the State named the Cooper Landing Community Club (CLCC) as the successor to the satellite dish permit (ADL 217401); and
- WHEREAS,** in 2006, the State patented the land to the Kenai Peninsula Borough (KPB), including a Transferred Federal Entry Permit (ADL 217401) for the satellite dish site; and
- WHEREAS,** since 1999, the CLCC has maintained an approximately 7,000 square-foot satellite dish site within a portion of KPB-owned Parcel No. 11912509 in the Cooper Landing area; and
- WHEREAS,** the CLCC desires to continue operating a satellite dish on the property for an exclusive, historic use to provide the residents of Cooper Landing with news, weather, and other television programming; and



Introduced by: Mayor  
Date: 04/07/26  
Hearing: 04/21/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2025-19-34**

**AN ORDINANCE APPROPRIATING SUPPLEMENTAL FUNDS FROM THE GENERAL FUND AND AUTHORIZING THE MAINTENANCE DEPARTMENT TO REDIRECT FUNDS PREVIOUSLY APPROPRIATED FOR THE NINILCHIK SCHOOL SEPTIC REPLACEMENT PROJECT TO THE NIKISKI NORTH STAR SCHOOL SEPTIC REPLACEMENT PROJECT**

**WHEREAS**, Ordinance 2024-19-19 appropriated \$200,000 for the Ninilchik School Septic Replacement Project; and

**WHEREAS**, the Ninilchik School Septic Replacement Project has reached substantial completion and there are funds remaining; and

**WHEREAS**, the remaining funds will be redirected to the Nikiski North Star School Septic Replacement Project;

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

**SECTION 1.** That this is a non-code ordinance.

**SECTION 2.** That the remaining balance of \$112,565.66 from the previously appropriated Ninilchik School Septic Replacement project is redirected to account 400.71081.26NSS.49999 for the Nikiski North Star School Septic Replacement Project.

**SECTION 3.** That \$143,435 is appropriated from the General Fund, fund balance to be transferred to account 400.71081.26NSS.49999 for the Nikiski North Star School Septic Replacement Project.

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

**SECTION 5.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

**SECTION 6.** That this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2026.**

\_\_\_\_\_  
Ryan Tunseth, Assembly President

ATTEST:

\_\_\_\_\_  
Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Maintenance Department

### MEMORANDUM

TO: Ryan Tunseth, Assembly President  
Members, KPB Assembly

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

FROM: Nick Kemp, Maintenance Director *NK*

DATE: March 26, 2026

RE: Ordinance 2025-19- 34 , Appropriating Supplemental Funds from the General Fund and Authorizing the Maintenance Department to Redirect Funds Previously Appropriated for the Ninilchik School Septic Replacement Project to the Nikiski North Star School Septic Replacement Project (Mayor)

The ordinance authorizes the reallocation of \$112,565.66 in previously appropriated project funds from the now-completed Ninilchik School Septic Replacement Project to the Nikiski North Star School Septic Replacement Project and provides for supplemental funding from the General Fund of \$143,435.

The Ninilchik School sanitary sewer repair project has reached substantial completion, leaving \$119,400 unexpended in the project’s contingency line. With the work concluded, these remaining funds are no longer needed for Ninilchik and are available for reprogramming.

During the design phase for the Nikiski North Star School Septic Replacement, several site constraints were identified that require a more extensive redesign of the leach field. These conditions have increased the projected cost of the project beyond the original estimate.

Transferring the remaining \$112,565.66 from the Ninilchik project account 400.71100.25NSS.49999 to account 400.71081.26NSS.49999 and providing supplemental funding from the General Fund of \$143,435 will provide the additional funding necessary to advance the Nikiski North Star School Septic Replacement to solicitation and construction.

This reallocation ensures the project can proceed without delay, supporting timely repairs and maintaining uninterrupted facility operations at Nikiski North Star Elementary School.

Your consideration is appreciated.

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>400.71100.25NSS.49999</u>	Amt <u>\$112,565.66</u>
Acct. No. <u>100.27900</u>	Amt <u>\$143,435</u>
By: <u><i>CJK</i></u>	Date: <u>3/24/2026</u>

Introduced by:	Mayor
Date:	10/22/24
Hearing:	11/12/24
Action:	Enacted
Vote:	8 Yes, 0 No, 1 Absent

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

**AN ORDINANCE APPROPRIATING FUNDS FOR THE NINILCHIK SCHOOL  
SEPTIC SYSTEM REPAIR OR REPLACEMENT PROJECT**

**WHEREAS,** the Ninilchik school septic system is composed of a 1962 vintage septic tank and a 1997 leach field; and

**WHEREAS,** a recent backup of the septic system prompted an inspection that found the septic tank plugged and the leach field not draining; and

**WHEREAS,** the Ninilchik School requires repair or replacement of the septic tank, and replacement of the septic leach field;

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

**SECTION 1.** That \$200,000 is appropriated from the General Fund fund balance to be transferred to account 400.71100.25NSS.49999 for the repair or replacement of the Ninilchik School septic system and other associated project costs.

**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.

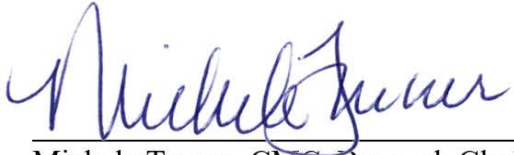
**SECTION 3.** That this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 12TH DAY OF NOVEMBER, 2024.**

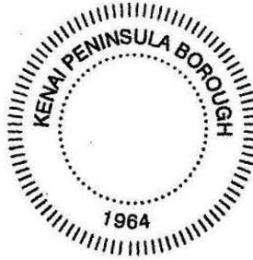


Peter Ribbens, Assembly President

ATTEST:



Michele Turner, CMC, Borough Clerk



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

No: None

Absent: Elam

Introduced by: Tunseth at the Request of  
the Borough Clerk  
Date: 04/07/26  
Hearing: 04/21/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2025-19-35**

**AN ORDINANCE AMENDING THE RECORDS MICROGRAPHICS  
TECHNICIAN JOB DESCRIPTIONS AND APPROPRIATING  
NECESSARY FUNDS FOR THE POSITIONS**

**WHEREAS**, the Borough Clerk has the primary responsibility for the development, maintenance and operation of the borough's records management system, and supervises the Records Division; and

**WHEREAS**, the Records Division has adjusted its organizational structure a few times over the years in order to meet the borough's archival and records management needs; and

**WHEREAS**, staffing at the Records Division includes two Records/Micrographics Technicians and a Records Manager; and

**WHEREAS**, establishing one of the existing Records/Micrographics Technician positions as a I/II recognizes the technical complexity of records work and provides advancement opportunities based on demonstrated proficiency; and

**WHEREAS**, designating one of the existing Records/Micrographics Technician positions as a Lead Records/Micrographics Technician will strengthen internal coordination, provide technical guidance, and enhance workflow oversight within the division; and

**WHEREAS**, this ordinance appropriates \$5,466 from the General Fund fund balance to provide the necessary funds to fund the Lead Records and Public Records Micrographic Technician positions for the remainder of the fiscal year;

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

**SECTION 1.** That this is a non-code ordinance.

**SECTION 2.** That the attached job descriptions for the Records/Micrographics Technician I/II, Lead Records/Micrographic Technician positions have been reviewed for consistency with classification standards by the Human Resources Department and Kenai Borough Employees Association (Local 6140).

**SECTION 3.** The salary and benefits of the Records/Micrographic Technician I/II is within the limits of the pay and benefits plan.

**SECTION 4.** The salary and benefits of the Lead Records/Micrographic Technician is within the limits of the pay and benefits plan.

**SECTION 5.** That funds in the amount of \$5,466 are appropriated from the General Fund balance to the accounts listed below to provide the necessary funds to fund the records management positions for the remainder of the fiscal year:

<b>General Fund Assembly Records:</b>		
100.11140.00000.40110	Regular Wages	\$ 3,299.00
100.11140.00000.40221	PERS	726.00
100.11140.00000.40322	Life Insurance	5.00
100.11140.00000.40210	FICA	336.00
100.11140.00000.40410	Leave	1,100.00
100.11140.00000.40321	Healthcare	0.00
		<hr/>
		<b>\$ 5,466.00</b>
		<hr/>

**SECTION 6.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

**SECTION 7.** This ordinance shall become effective immediately.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \* 2026.**

\_\_\_\_\_  
Ryan Tunseth, Assembly President

ATTEST:

\_\_\_\_\_  
Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough Assembly

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## MEMORANDUM

**TO:** Members, KPB Assembly

**THRU:** Ryan Tunseth, Assembly President *RT*

**FROM:** Michele Turner, Borough Clerk *(MT)*

**DATE:** March 26, 2026

**RE:** Ordinance 2025-19- 35 : Amending the Records Micrographics Technician Job Descriptions and Appropriating Necessary Funds for the Positions (Tunseth at the Request of the Borough Clerk)

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The Records Division is responsible for records management, micrographics and digital imaging, records retention scheduling, archival functions, and coordination of public records requests in compliance with state law and borough code.

This ordinance proposes reorganization of the Records Division within the Borough Clerk’s Office to establish opportunities for staff advancement and ensure a more balanced and sustainable distribution of the day-to-day workload.

The Records Division has evolved over the years to meet the borough’s archival and records management needs. Currently, the Records Division has two Records/Micrographics Technicians and a Records Manager.

This ordinance is requesting to reclassifying one existing Records/Micrographics Technician as a Lead Records/Micrographics Technician that will assist with the oversight of archival projects, leadership support, quality assurance and facilitate an efficient day-to-day workflow. This position is intended to function as a working lead and does not add a new supervisory layer.

This ordinance is also requesting updating the Records/Micrographics Technician to a I/II classification. By reclassifying this position, it recognizes the technical complexity of records work and provides advancement opportunities based on demonstrated proficiency. This approach also supports employee development, succession planning, and retention of staff.

Your consideration is appreciated.

<b>FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED</b>	
ACCOUNT: <u>100.27900</u>	AMT: <u>\$5,466</u>
BY: <u><i>CSJ</i></u>	DATE: <u>3/24/2026</u>



## Position Description

### Kenai Peninsula Borough

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### **Lead Records / Micrographics Technician**

#### **Service Type: Classified, Range K**

**Definition:** Under the general direction and supervision of the Records Manager and Borough Clerk, the Lead Records/Micrographics Technician is an advanced journey-level classification within the Records Division. The position contributes significantly to the division's success through oversight of projects, leadership support, maintenance of data quality, and helps facilitate efficient daily operations at the Record Center.

**Minimum Qualifications:** High school diploma or GED; two years of clerical or administrative experience including intermediate computer with MS Word, MS Excel, Outlook and Adobe Acrobat Pro. Experience with SharePoint and operating microfilm equipment desired. Skilled in attention to detail, organizational and critical thinking. Clear written and verbal communication skills. Ability to handle sensitive information with discretion and maintain strict confidentiality. Enter data accurately into appropriate databases and reports. Interpret data to identify errors and trends. Previous work experience with recordkeeping is desired. Must have and maintain a valid Alaska driver's license.

#### **Essential Functions:**

1. Provide support and training to other staff members on proper recordkeeping practices and records management system use.
2. Serve as a backup support to the Records/Micrographics Technician I/II, and assumes assigned duties as needed to maintain continuity of operations.
3. Assist supervisor in conducting audits and quality assurance checks of records systems to identify errors or documentation deficiencies and implements corrections.
4. Oversee filming/scanning, and indexing borough records, as well as the conversion of documents from hard copy to microfilm and digital formats using scanner and appropriate software. Perform quality control inspections on all digitized materials.

5. Reviews vendor invoices for accuracy prior to input.
6. Maintain and monitor compliance with established records management policies and procedures.
7. Main point of contact for assisting department record custodians with data entry in the records software system, and archived record research on various media types.
8. Perform record deliveries, pick-ups and transfers and retrieves archived records to and from borough departments at various borough locations with the department's delivery vehicle when the Record/Micrographic Technician I/II is not available.
9. Maintains production and checkout logs, and other various reports
10. Monitor user access with the borough's records management software.
11. Perform-daily operational tasks associated with micrographic equipment, including routine monitoring and upkeep.
12. Prepare records for destruction in accordance with the *Kenai Peninsula Borough Records Retention Schedule* and under the direction of the Records Manager.
13. Coordinate pick-up of confidential documents and oversees destruction of same documents while ensuring security protocols are followed.
14. Oversee, with attention to detail, the processing of *Records Transfer List* and prepares reels to be sent to the Alaska State Archives for off-site storage.
15. Conduct periodic safety/security checks of operational and safety equipment and facilities for safety, loss control and accident prevention. Immediately informs Records Manager of concerns as observed.

**Other Functions:**

1. Performs various clerical duties.
2. Assists in clerk's office when needed.
3. Other related duties as assigned.

**Physical Demands:** While performing the duties of this job, the employee is regularly required to use hands and fingers dexterously to operate office equipment; to communicate orally, to sit, stand, and walk; to reach with hands and arms; and transport and lift up to 40 pounds. The employee must occasionally transport and lift up to 70 pounds. Specific vision abilities required including close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Position Description Record:**

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**Date Updated:** 01.22.2026

**Reason for Update:** New position

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## Position Description

### Kenai Peninsula Borough

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### **Records / Micrographics Technician I/II**

#### **Service Type: Classified, Range I/J**

**Definition:** Under the general direction and supervision of the Records Manager and Borough Clerk, the records/micrographics technician is responsible for the creation, preservation, storage, retrieval, and retention of physical and digital documents and public records. They use specialized micrographic (microfilm/microfiche) and scanning equipment to convert original source materials into archival-quality film or digital images. Adhere to established records management policies, procedures, and relevant laws to facilitate efficient operations and informed decision-making.

**Minimum Qualifications:** High school diploma or GED; One year of computer experience preferred including the use MS Word, MS Excel, Outlook and Adobe Acrobat Pro. Experience with SharePoint and operating microfilm equipment desired. Skilled in attention to detail, organizational, and critical thinking. Clear verbal and written communication skills. Ability to work independently or as part of a team and manage multiple tasks or deadlines. Ability to handle sensitive information with discretion and maintain confidentiality. Must have and maintain a valid Alaska driver's license.

**Records/Micrographics Technician II:** Records/Micrographics Technician I may advance to a Records/Micrographics Technician II upon demonstrating proficiency with office computers, records equipment, and office software, including the Microsoft Office Suite and database applications, as well as the ability to operate specialized records management systems. Advancement requires a successful performance evaluation and the recommendation of the Records Manager and Borough Clerk. Progression is subject to budgetary limitations and management's assessment of the employee's demonstrated competency and ability to perform the duties of the Records/Micrographics Technician I position. Applicants may be hired directly at the Records/Micrographics Technician II level based on relevant prior experience and Director approval.

## **Essential Functions**

### **Records / Micrographics Technician I:**

1. Performs clerical activities in the receipt, storage, retrieval and disposition of active and inactive records (both physical and digital) according to established records management policies and procedures.
2. Files materials alphabetically, numerically, chronologically and by other predetermined categories for use by staff as requested.
3. Operate standard office and records management equipment, including computers, scanners, copiers, and potentially specialized equipment like microfilm readers or warehouse lifts/ladders, as required.
4. Prepares, films/scans, and indexes borough records. Transfers and converts documents from hard copy to microfilm and digital formats using scanner and appropriate software, as well as other equipment as needed; while confirming that scanned and digitized records are legible and accurate throughout the conversion process.
5. Assists in maintaining archived borough records according to the established records management program and software system to ensure efficient retrieval and access.
6. Accepts and picks up new records to be archived at the Records Center; first, verifying the records are in compliance with KPB policies and procedures and the Records Retention Schedule. All record deliveries and pick-ups are accomplished with the department's delivery vehicle.
7. Transfers and retrieves archived records to/from borough departments at various borough campuses. All record deliveries and pickups are accomplished with the department's delivery vehicle.
8. Maintains a daily organized inventory and index of all records, logs, and tracking files to ensure a clear chain of custody and efficient retrieval.

9. Performs daily operational tasks associated with micrographic equipment.
10. Ensures that the Records Management building is kept secure at all times.

### **Records / Micrographics Technician II**

11. Verification of contents of physical record boxes utilizing the inventory list provided by the departments, including correct classification assignments; assign physical record boxes and other micrographic records vault locations; maintain tracking data on all types of media, and log/confirm retrieval data when a record is requested by departments.
12. Assists department record custodians with data entry in the records software system, while maintaining and monitoring for compliance with established records management policies and procedures.
13. Assists with the annual destruction process as needed.

### **Other Functions:**

1. Performs various clerical duties.
2. Assists in clerk's office when needed.
3. Other related duties as assigned.

**Physical Demands:** While performing the duties of this job, the employee is regularly required to use hands and fingers dexterously to operate office equipment; to communicate orally, to sit, stand, walk, bend, stoop, kneel, lift and carry weighted boxes; to reach with hands and arms; and transport and lift up to 40 pounds. The employee must occasionally transport and lift up to 70 pounds. Must be able to climb and descend a ladder, ramps, and stairs. Specific vision abilities required including close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Position Description Record:**

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**Date Updated:** 1.22.2026

**Reason for Update:** Changed to a split-level range

**Date Updated:** 04.03.2024

**Reason for Update:** Expanded explanation of Physical Demands

**Date Updated:** 09.25.2023

**Reason for Update:** Reformatted, Revision to: Definition, Min Qualification & Essential Function. Scoring added

**Date Updated:** 11.06.2019

**Reason for Update:** Reformatted

**Date Updated:** 10.2013

**Reason for Update:** Revised, SSB.120.

**Date Updated:** 10.2008

**Reason for Update:** Revised

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Introduced by: Mayor  
Date: 04/07/26  
Hearing: 04/21/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2025-19-36**

**AN ORDINANCE APPROPRIATING FUNDS FOR REIMBURSEMENT  
OF COSTS FOR REPLACEMENT OF THE FIRE ALARM SYSTEM FOR  
THE KENAI HEALTH CENTER**

**WHEREAS,** the Kenai Health Center (KHC) is owned by the Kenai Peninsula Borough (KPB) but maintained and operated by the Central Peninsula Hospital (CPH) as part of the operating agreement with CPH; and

**WHEREAS,** the KHC was constructed as a joint project between KPB and the State of Alaska utilizing local and grant funds and is approximately 25 years old; and

**WHEREAS,** as part of the grant acceptance requirement, KPB and the State signed a shared services agreement which required that funds be set aside every year for the purpose of funding major repairs; and

**WHEREAS,** the fire alarm system at the Kenai Health Center was past its useful life and CPH was authorized to immediately replace the system on an emergency basis due to potential life and safety concerns;

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

**SECTION 1.** That this is a non-code ordinance.

**SECTION 2.** That \$42,925 shall be appropriated from the Kenai Health Center Major Maintenance Fund account 490.27930 to account 490.81110.27HCF.49999, for reimbursement to CPH for funds expended for replacement of the fire alarm system at the Kenai Health Center.

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

**SECTION 4.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

**SECTION 5** That this ordinance shall be effective retroactively to April 1, 2025.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2026.**

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Ryan Tunseth, Assembly President

ATTEST:

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Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Purchasing & Contracting Department

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### MEMORANDUM

**TO:** Ryan Tunseth, Assembly President  
Members, KPB Assembly

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

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

**DATE:** March 26, 2026

**RE:** Ordinance 2025-19-36, Appropriating Funds for Reimbursement of Costs for Replacement of the Fire Alarm System for The Kenai Health Center (Mayor)

---

The Kenai Health Center is owned by KPB and is operated and maintained as part of KPB's Operating Agreement with CPGH, Inc. (CPH). The fire alarm system was past its useful life and was in need of immediate replacement. Due to the life and safety concerns CPH was authorized to replace the system. CPH is now requesting reimbursement from the Kenai Health Center Major Maintenance Fund for the total cost of the replacement in the amount of \$42,925.

Your consideration is appreciated.

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>490.27930</u>	Amount <u>\$42,925</u>
By: <u><i>CH</i></u>	Date: <u>3/25/2026</u>

Introduced by: Mayor  
Date: 04/07/26  
Hearing: 04/21/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2025-19-37**

**AN ORDINANCE ACCEPTING AND APPROPRIATING GRANT FUNDS FROM THE ALASKA DEPARTMENT OF NATURAL RESOURCES VOLUNTEER FIRE CAPACITY PROGRAM ON BEHALF OF BEAR CREEK FIRE, KACHEMAK EMERGENCY, NIKISKI FIRE AND WESTERN EMERGENCY SERVICE AREAS**

**WHEREAS,** Bear Creek Fire Service Area (BCFSA), Kachemak Emergency Service Area (KESA), Nikiski Fire Service Area (NFSA), and Western Emergency Service Area (WES) applied for individual grants under the 2026 Volunteer Fire Capacity (VFC) program administered by the Alaska Department of Natural Resources, Division of Forestry; and

**WHEREAS,** KPB received an award notification on February 27, 2026 that allows for the service areas to purchase wildland firefighting equipment; and

**WHEREAS,** the VFC program requires a 10% match of local expenditures towards the grant funds; and

**WHEREAS,** the service areas will meet the 10% match requirement and 2.5% administrative fee through expenditures made from their approved FY26 operating budget if purchases are made prior to June 30, 2026, or from their FY27 operating budget if purchases are made between July 1 and December 1, 2026; and

**WHEREAS,** at its regular meeting held on November 18, 2025, the BCFSA board recommended approval by unanimous consent; and

**WHEREAS,** at its regular meeting held on March 19, 2026, the KESA board recommended approval by unanimous consent; and

**WHEREAS,** at its regular meeting held on March 11, 2026, the NFSA board recommended approval by unanimous consent; and

**WHEREAS,** at its regular meeting held on February 26, 2025, the WES board recommended approval of the FY26 budget by unanimous consent, which included the local match amount for the grant request thereby recommending approval to accept the grant award funds; and

**WHEREAS,** it is in the best interest of KPB, on behalf of its service areas, to accept the grant funds;

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

**SECTION 1.** That this is a non-code ordinance.

**SECTION 2.** The Mayor is hereby authorized to accept the 2026 VFC program grant funds from the Alaska Department of Natural Resources on behalf of Bear Creek Fire Service Area, Kachemak Emergency Service Area, Nikiski Emergency Service Area, and Western Emergency Service Area.

**SECTION 3.** That the grant funds are appropriated to the service areas in accordance to the table below:

<b>Service Area</b>	<b>Account</b>	<b>Award</b>
Nikiski Fire Service Area	206.51110.27VF1.48760	\$8,669.00
Bear Creek Fire Service Area	207.51210.27VF2.48760	\$9,191.00
Western Emergency Service Area	209.51410.27VF3.48760	\$9,989.97
Kachemak Emergency Service Area	212.51810.27VF4.48760	\$9,376.83

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

**SECTION 5.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

**SECTION 6.** This ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF\*, 2026.**

\_\_\_\_\_  
Ryan Tunseth, Assembly President

ATTEST:

\_\_\_\_\_  
Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

Grants Administration

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## MEMORANDUM

**TO:** Ryan Tunseth, Assembly President  
Members, KPB Assembly

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

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

**COPY:** Richard Brackin, BCFS Fire Chief  
John Harris, NFS Fire Chief  
Eric Schultz, KESA Fire Chief  
Jon Marsh, WES Fire Chief

**DATE:** March 26, 2026

**RE:** Ordinance 2025-19- 37, Accepting and Appropriating Grant Funds from the Alaska Department of Natural Resources Volunteer Fire Capacity Program on behalf of Bear Creek Fire, Kachemak Emergency, Nikiski Fire and Western Emergency Service Areas (Mayor)

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KPB's Bear Creek Fire Service Area, Nikiski Fire Service Area, Kachemak Emergency Service Area and Western Emergency Service Area applied for the Alaska Department of Natural Resources, Division of Forestry Volunteer Fire Capacity (VFC) grant program, formerly known as Volunteer Fire Assistance program. The VFC program grant funds may be used for both wildland and structure protection needs and the grant award is provided to increase firefighter safety, improve the firefighting capabilities of rural volunteer fire departments, and enhance protection in the urban-wildland interface.

All four service areas were notified of grant awards. The 2026 VFC awards have a required match amount. The amounts are allocated based on each service area's individual application for the VFC program, and the notification from the program provides for which service area is to receive which amount.

Page 2 of 2  
 RE: Ordinance 2025-19-37

The awards, grant request description by service area, admin service fee amounts, and match requirements, are listed as follows:

<b>Fund</b>	<b>Service Area</b>	<b>Award</b>	<b>Project Description</b>	<b>10% Match/Share</b>	<b>Admin Fee</b>	<b>Total Local Match/Admin</b>
206	NFSA	\$8,669.00	FF Equipment	964.00	217.00	\$1,181.00
207	BCFSA	9,191.00	FF Equipment	1,022.00	230.00	1,252.00
209	WES	9,989.97	FF Equipment	1,110.03	250.00	1,360.03
212	KESA	9,376.83	FF Equipment	1,042.17	234.00	1,276.17
		\$37,226.80		4,138.20	931.00	\$5,069.20

The VFC program requires 10% matching funds. Each service area will meet the 10% match requirement, and the 2.5% Borough administrative fee through expenditures made from the approved FY26 operating budget if purchases are made prior to June 30, 2026; or from the FY27 operating budget if purchases are made between July 1, 2026 and December 31, 2026. The 10% match and 2.5% administrative fee are available in each of the respective service area’s operating budgets. Each service area fire chief shall provide grant oversight and project completion.

Your consideration is appreciated.

FINANCE DEPARTMENT <i>FUNDS VERIFIED</i>	
Acct. No. <u>206.51110.XXXXX.48760/61990</u>	Amt <u>\$ 1,181.00</u>
Acct. No. <u>207.51210.XXXXX.48760/61990</u>	Amt <u>\$ 1,252.00</u>
Acct. No. <u>209.51410.XXXXX.48760/61990</u>	Amt <u>\$ 1,360.03</u>
Acct. No. <u>212.51810.XXXXX.48760/61990</u>	Amt <u>\$ 1,276.17</u>
By: <u>CS</u>	Date: <u>3/24/2026</u>



To State of Alaska Fire Departments:

Thank you for applying for the 2026 Volunteer Fire Capacity (VFC) grants, formerly known as VFA. Thirty-three (33) fire departments applied, and all applications were funded. Thirty-three (33) Alaska Fire Departments will receive up to \$10,000 per fire department. A total of \$297,910.32 will be awarded. This is the letter of official notification.

The enclosed spreadsheet lists all applicants and the amount requested/amount awarded. If a fire department is awarded a grant, the amount awarded will be listed in the "Amount Awarded" column. Please contact your respective DOF Fire Management Officer (FMO) with any questions you may have.

Checks will be distributed electronically using the VFD's SOA vendor number and in accordance with the SOA electronic payment agreement. Electronic disbursements are expected by, or before, April 2026.

To be eligible for a 2026 VFC grant, compliance documentation, such as copies of receipts for 2025 grant expenditures, must be submitted electronically through the OLAS portal, or in coordination with the DOF local Fire Management Officers (FMOs).

Volunteer Fire Capacity is an award of Federal Financial Assistance with funding from the USDA Forest Service. Prime and sub-recipients to this award are subject to OMB guidance in sub-parts A through F of 2 CFR Part 200 as adapted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to OMB guidance in 2 CFR 200 where full text may be found.

The brochure, "Complying with Civil Rights", FS-850, can be found at:  
[https://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/fseprd610492.pdf](https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd610492.pdf)

•The OMB Circulars are available on the internet at [www.ecfr.gov](http://www.ecfr.gov)

Applicants are encouraged to reapply annually by submitting applications and compliance documentation by the specified grant deadline.

Sincerely,

Sarah Saarloos, Fire Staff Officer

State of Alaska, DNR

Division of Forestry & Fire Protection

## 2026 VFA Grant Awards

Fire Department	Amount Requested	Amount Awarded	Division of Forestry Office
Delta Junction VFD	\$8,111.81	\$8,111.81	Delta Area Office
Rural Deltana VFD	\$9,999.90	\$9,999.90	Delta Area Office
Chena-Goldstream Fire & Rescue	\$8,969.84	\$8,969.84	Fairbanks Area Office
Ester VFD	\$9,999.43	\$9,999.43	Fairbanks Area Office
McKinley VFD	\$9,990.00	\$4,740.00	Fairbanks Area Office
North Pole FD	\$9,985.66	\$9,985.66	Fairbanks Area Office
North Star VFD	\$9,999.99	\$9,999.99	Fairbanks Area Office
Steese Area VFD	\$10,000.00	\$10,000.00	Fairbanks Area Office
Tri-Valley VFD	\$9,976.58	\$9,976.58	Fairbanks Area Office
Bear Creek Fire/EMS Department	\$9,191.00	\$9,191.00	Kenai Kodiak Area Office
Cooper Landing VFD	\$9,957.02	\$9,957.02	Kenai Kodiak Area Office
Homer VFD	\$8,585.14	\$8,585.13	Kenai Kodiak Area Office
Kachemak Emergency Services	\$9,376.83	\$9,376.83	Kenai Kodiak Area Office
Kenai FD	\$8,602.97	\$8,602.97	Kenai Kodiak Area Office
Lowell Point VFD	\$10,000.00	\$10,000.00	Kenai Kodiak Area Office
Nikiski FD	\$8,669.00	\$8,669.00	Kenai Kodiak Area Office
Seward FD	\$8,200.95	\$8,200.95	Kenai Kodiak Area Office
Western Emergency Services Area	\$9,989.97	\$9,989.97	Kenai Kodiak Area Office
Womens Bay VFD	\$4,849.21	\$4,849.21	Kenai Kodiak Area Office
Girdwood Vol. Fire & Rescue, Inc.	\$9,992.50	\$9,992.50	Mat Su Area
Sutton VFD	\$10,000.00	\$10,000.00	Mat Su Area
Talkeetna VFD	\$10,000.00	\$10,000.00	Mat Su Area
Willow-Caswell FD	\$8,792.55	\$8,792.55	Mat Su Area
Haines VFD	\$9,990.00	\$9,990.00	Southeast Alaska
Aleknagik Fire & EMS Dept.	\$2,943.16	\$2,943.16	Southwest District
Native Village of Eagle	\$9,990.00	\$9,990.00	State of Alaska Protection
Tok VFD	\$8,996.50	\$8,996.50	Tok Area Office
Cordova VFD	\$8,205.39	\$8,205.00	Valdez-Copper River Area Office
Gakona VFD	\$9,996.75	\$9,996.75	Valdez-Copper River Area Office
GlennRich Fire Rescue	\$10,000.00	\$10,000.00	Valdez-Copper River Area Office
Kennicott/McCarthy VFD	\$9,898.56	\$9,898.56	Valdez-Copper River Area Office
Kenny Lake VFD	\$10,000.00	\$10,000.00	Valdez-Copper River Area Office
Valdez FD	\$9,900.00	\$9,900.00	Valdez-Copper River Area Office
<b>GRAND TOTAL</b>	<b>\$303,160.71</b>	<b>\$297,910.31</b>	

Kenai Peninsula Borough  
Office of the Borough Clerk

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**MEMORANDUM**

**TO:** Ryan Tunseth, Assembly President  
Members, KPB Assembly

**THRU:** Michele Turner, CMC, Borough Clerk *(MT)*

**FROM:** Heather Mills, Borough Clerk Administrative Assistant *dm*

**DATE:** Tuesday, April 7, 2026

**RE:** Transfer of Location – Orca Theater – Beverage Dispensary – License No. 975

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KPB 7.10.010 provides for a mandatory Assembly review of applications for transfer of location within the Borough. Accordingly, the attached application for a transfer of location of the beverage dispensary as filed by 360 Entertainment, LLC dba Orca Theater located on K-Beach Drive, is being submitted to the Assembly for review.

The Borough Finance Department has reviewed the application and has no objection to the transfer of location of the license based on unpaid taxes. The Planning Department has reviewed the application for proximity to churches and/or schools and has no objection to the transfer of location of the license.

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**RECOMMENDATION:** That the Assembly approve the issuance of a non-objection letter to the Alcohol Beverage Control Board regarding transfer of location of the Beverage Dispensary license as requested by 360 Entertainment, LLC dba Orca Theater, outside Soldotna city limits.

cc: Orcatheaer@gmail.com



# Alcoholic Beverage Control Office

## Public Notice

### Application for Transfer of Ownership

**Application ID:** 6342  
**License Type:** Beverage Dispensary License(BDL) AS  
04.09.200  
**License Number:** 975  
**Seasonality:** Year-round

#### From Transferor:

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**Doing Business As:** Moosequito's Bar  
**Premises Address:** 33590 Sterling Hwy, Sterling, AK, 99672,  
USA  
**City/Municipality:** No Local Government  
**Borough:** Kenai Peninsula Borough

#### Licensee

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**Licensee Name:** Moosequito Ventures Llc  
**Type:** Limited liability company  
**Licensee Email:** paulwkoval@gmail.com  
**Licensee Phone:** 907-830-0368  
**Licensee Mailing Address:** PO Box 91910, Anchorage, AK, 99509,  
USA

#### Entity Officer, Stockholder/Shareholder

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##### Entity Manager and/or Officer #1

**Type:** Person  
**Name:** Paul Koval  
**Title:** Manager and/or Officer  
**Percentage of Ownership:** 100%

#### To Transferee:

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**Doing Business As:** Orca Theater

**Premises Address:** 35493 KB Dr, PO Box 3610, Soldotna, AK,  
99669, USA  
**City/Municipality:** No Local Government  
**Borough:** Kenai Peninsula Borough

## Licensee

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**Licensee Name:** 360 Entertainment, Llc  
**Type:** Limited liability company  
**Licensee Email:** Orcatheater@gmail.com  
**Licensee Phone:** 907-398-4439  
**Licensee Mailing Address:** PO Box 3610, 35493 K-B Dr, Soldotna, AK,  
99669, USA

## Entity Officer, Stockholder/Shareholder

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### Entity Manager, Member #1

**Type:** Person  
**Name:** Michelle Endsley  
**Title:** Manager, Member  
**Percentage of Ownership:** 50%  
**Phone number:** 907-398-4439  
**Email:** endsley@gci.net  
**Mailing Address:** PO Box 3736, 42790 Tennis Ct Way,  
Soldotna, AK, 99669, USA

### Entity Member #2

**Type:** Person  
**Name:** Christopher Endsley  
**Title:** Member  
**Percentage of Ownership:** 50%  
**Phone number:** 907-252-3363  
**Email:** csendsley@yahoo.com  
**Mailing Address:** PO Box 3736, 42790 Tennis Ct way,  
Soldotna, AK, 99669, USA

**Resident Agent's Name:** Michelle Endsley  
**Agent's Phone Number:** 907-398-4439  
**Agent's Email:** Orcatheater@gmail.com  
**Agent's Address:** PO Box 3610, 35493 K-B Dr, Soldotna, AK,  
99669, USA

**The registered agent is either an individual resident of the state or a** Yes

**domestic corporation authorized to  
transact business in the state and  
whose business office is the same as  
the registered office?**

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO). Written comments should be sent to AMCO at [alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov) or to 550 W 7th Ave. Suite 1600, Anchorage, AK 99501.

**Posting Date:**

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Applicants response to the following question:

QUESTION

2. You have a theater type business model. Are you also going to apply for a restaurant endorsement? This is not required but, if you are adding a restaurant endorsement submit this through AK-ACCIS and notify me once complete so I can review it as part of this transfer application. Review alcohol statute and regulations regarding minors on premises as appropriate for this business model.

RESPONSE:

Responding to requested information.

Item 2) Orca Theater is not a bonafide restaurant and we will not be applying for a restaurant endorsement at this time. We are aware of additional regulations dealing with minors on the premises. We have teamed up with JDW Counsel to ensure we will meet all the necessary requirements.

Christopher and Michelle Endsley  
360 Entertainment LLC, dba Orca Theater



Document reference ID : 6342

# Licensing Application Summary

## Transfer of Ownership

<b>License ID:</b>	975
<b>Application ID:</b>	6342
<b>Applicant Name:</b>	360 Entertainment, Llc
<b>License Type applied for:</b>	Beverage Dispensary License(BDL) (AS 04.09.200)
<b>Application Status:</b>	In Review
<b>Application Submitted On:</b>	11/24/2025 08:50 AM AKST

## Entity Information

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<b>Business Structure:</b>	Limited liability company
<b>FEIN/SSN Number:</b>	204696958
<b>Member Managed or Manager Managed:</b>	Manager Managed
<b>Alaska Entity Number (CBPL):</b>	100384
<b>Alaska Entity Formed Date:</b>	04/07/2006
<b>Home State:</b>	AK

## Entity Contact Information

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<b>Mailing Address:</b>	PO Box 3610, 35493 K-B Dr, Soldotna, AK, 99669, USA
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# Tell Us About You

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**Authority Type:** I am authorized user by the designated licensee with binding authority

**Prefix:** Mrs

**Legal First Name:** Michelle

**Legal Last Name:** Endsley

**Email Address:** Orcatheater@gmail.com

**Phone Number:** 907-398-4439

## Additional Authorized Users

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<b>Legal Name</b>	<b>Relation with Applicant</b>
Brenda Mills	Legal Counsel
Jana Weltzin	Legal Counsel
Christopher Endsley	Designated Licensee

## Registered Agent Information

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**Name** Michelle Endsley

**Agent's Phone Number** 907-398-4439

**Agent's Email** Orcatheater@gmail.com

**Address** PO Box 3610, 35493 K-B Dr, Soldotna, AK, 99669, USA

**The registered agent is either an individual resident of the state or a domestic corporation authorized to transact business in the state and whose business office is the same as the registered office?** Yes

## Ownership / Principal Party Details

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Principal Parent Entity	Principal Party	Role	%Ownership
360 Entertainment, Llc	Michelle Endsley	Manager, Member	50
360 Entertainment, Llc	Christopher Endsley	Member	50

## Premises Address

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**Address:** 35493 KB Dr, PO Box 3610, Soldotna, AK, 99669, USA

**Does the proposed site include a valid street address?** Yes

## Basic Business information

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**Business/Trade Name:** Orca Theater

**What is your primary business at this location?** Other

## Premises Contact Details

---

**Contact Person Name** Michelle Ann Endsley

**Business Phone Number** 907-398-4439

**Alternate Phone Number** 907-262-4665

**Email Address** Orcatheater@gmail.com

## Local Government and Community Council Details

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**City/Municipality** No Local Government

**Borough** Kenai Peninsula Borough

## Measurement Information

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**What is the approximate distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? (in feet)**

4752

**What is the approximate distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? (in feet)**

4224

## Property Ownership

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**Do you, the applicant, own the land, building, and/or warehouse at this proposed licensed location?**

Yes

### Property Utilization Status

An Existing Facility

### Property Ownership Deed

[35493 KB Dr Address Verification.pdf](#)

## Premises Diagram

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**Will the license or permit embrace the entire premises address?**

Yes

### Premises Diagram

- [orca upstairs floorplan.pdf](#)
- [orca floor plan .pdf](#)

## Other Licenses Involvement

---

**Does any representative or owner named in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?**

No

## Individual Certification and Financial Interest

---

I hereby certify that no person other than a proposed licensee listed on the liquor license application has a direct or indirect financial interest, as defined in AS 04.11.450(f) in the business for which a liquor license is being applied for.

I hereby certify that any ownership change shall be reported to the board as required under AS 04.11.040, AS 04.11.045, AS 04.11.050, and AS 04.11.055.

## Public Notice Posting Attestation and Publishers Affidavit

---

**Have you posted your application at both required locations for ten consecutive days?**

Yes

**What was the other conspicuous location of your post? (Please include the full address)**

Bulletin board at Fred Meyer  
43843 Sterling Hwy,  
Soldotna, AK 99669

**What was the first day you posted your application?**

11/14/2025

**If the newspaper advertisement was published did you advertise once a week for three consecutive weeks or if by radio twice week for three successive weeks?**

Yes

**What was the final date your advertisement was published/broadcasted?**

11/07/2025

### Newspaper/Publishers Affidavit

[SPeninsula affidavit25110713230.pdf](#)

I attest that I have met the public posting notice requirement set forth under AS 04.11.310 by posting a copy of my application for the 10-day period at the location of the proposed licensed premises and at another conspicuous location in the area of the proposed premises as listed in this application.

I hereby attest that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a

license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

## Attestations

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I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 305.700.

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

I certify that all proposed licensees have been listed with Division of Corporation, Business, and Professional Licensing.

I certify that I and any individual identified in the business entity ownership section of this application, has or will read AS 04 and its implementing regulations.

## Signature

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This application was digitally signed by : Michelle Endsley on 11/14/2025 05:35 PM AKST

## Payment Info

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Payment Type : CC

Payment Id: 74f96947-5b92-40ed-9147-7f731758f1cd

Receipt Number: 101271309

Payment Date: 01/30/2026 02:22 PM AKST

## Documents

#	File Name	Type	Added On
1	<a href="#">35493 KB Dr Address Verification.pdf</a>	License property ownership document	11/10/2025 12:12 PM AKST
2	<a href="#">orca upstairs floorplan.pdf</a>	License Location Diagram Document	11/10/2025 01:30 PM AKST
3	<a href="#">orca floor plan .pdf</a>	License Location Diagram Document	11/10/2025 01:30 PM AKST
4	<a href="#">MVLLC Form AB-11 EIN.pdf</a>	Signed Creditors Affidavit	11/14/2025 02:23 PM AKST
5	<a href="#">Test Course Certificate _ Alaska CHARR_Michelle Endsley.pdf</a>	Misc. documents to support the transfer application	11/14/2025 02:23 PM AKST
6	<a href="#">Test Course Certificate _ Alaska CHARR_Christopher Endsley (2).pdf</a>	Misc. documents to support the transfer application	11/14/2025 02:23 PM AKST
7	<a href="#">SPeninsula affidavit25110713230.pdf</a>	Misc. documents to support the transfer application	11/14/2025 05:31 PM AKST
8	<a href="#">SPeninsula affidavit25110713230.pdf</a>	Publishers Affidavit	11/24/2025 08:40 AM AKST
9	<a href="#">BDL transfer application complete.pdf</a>	Transferee and Transferor Certifications Form	11/24/2025 08:40 AM AKST



# Alcoholic Beverage Control Office

## Transferee and Transferor Certifications Form

### Application for Transfer of Ownership

**Application ID:** 6342  
**License Type:** Beverage Dispensary License(BDL) AS 04.09.200  
**License Number:** 975

#### From Transferor:

**Doing Business As:** Moosequito's Bar  
**Premises Address:** 33590 Sterling Hwy, Sterling, AK, 99672, USA

#### Licensee

**Licensee Name:** Moosequito Ventures Llc  
**Type:** Limited liability company  
**Licensee Mailing Address:** PO Box 91910, Anchorage, AK, 99509, USA

#### Entity Officer, Stockholder/Shareholder

##### Entity Manager and/or Officer #1

**Type:** Person  
**Name:** Paul Koval  
**Title:** Manager and/or Officer  
**Percentage of Ownership:** 100%

#### To Transferee:

**Doing Business As:** Orca Theater  
**Premises Address:** 35493 KB Dr, PO Box 3610, Soldotna, AK, 99669, USA

#### Licensee

**Licensee Name:** 360 Entertainment, Llc  
**Type:** Limited liability company

Licensee Mailing Address: PO Box 3610, 35493 K-B Dr, Soldotna, AK, 99669, USA

**Entity Officer, Stockholder/Shareholder**


**Entity Manager, Member #1**

Type: Person  
Name: Michelle Endsley  
Title: Manager, Member  
Percentage of Ownership: 50%  
Phone number: 907-398-4439  
Email: endsley@gci.net  
Mailing Address: PO Box 3736, 42790 Tennis Ct Way, Soldotna, AK, 99669, USA

**Entity Member #2**

Type: Person  
Name: Christopher Endsley  
Title: Member  
Percentage of Ownership: 50%  
Phone number: 907-252-3363  
Email: csendasley@yahoo.com  
Mailing Address: PO Box 3736, 42790 Tennis Ct way, Soldotna, AK, 99669, USA

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

  
Signature of transferee

Michelle Endsley  
Printed name of transferee

<sup>ms</sup> NOV 14, 25  
11/14/25  
Date

  
Signature of transferee

Christopher Endsley  
Printed name of transferee

11/14/25  
Date

N/A  
Signature of transferee

Printed name of transferee

Date



I declare under penalty of perjury that the undersigned represents a controlling interest of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

MOOSEQUITS VENTURES, LLC  
BY PAUL W. KOVAL, MANAGING AND SOLE MEMBER



PAUL W. KOVAL

NOV 16, 2025

Signature of transferor

Printed name of transferor

Date

Signature of transferor

Printed name of transferor

Date

Signature of transferor

Printed name of transferor

Date





March 19, 2026

Kenai Peninsula Borough

VIA Email: micheletturner@kpb.us; sessert@kpb.us; mjenkins@kpb.us; nscarlett@kpb.us;  
rraidmae@kpb.us; slopez@kpb.us; hmills@kpb.us

<b>License Type:</b>	Beverage Dispensary License	<b>License Number:</b>	975
<b>Licensee:</b>	360 Entertainment LLC		
<b>Doing Business As:</b>	Orca Theater		
<b>Premises Address</b>	35493 KB Dr, PO Box 3610, Soldotna, AK, 99669		
<b>Endorsement(s):</b>	None/ n/a		

- New Application**
 **Transfer of Ownership Application**  
 **Transfer of Location Application**
 **Transfer of Controlling Interest Application**

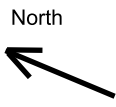
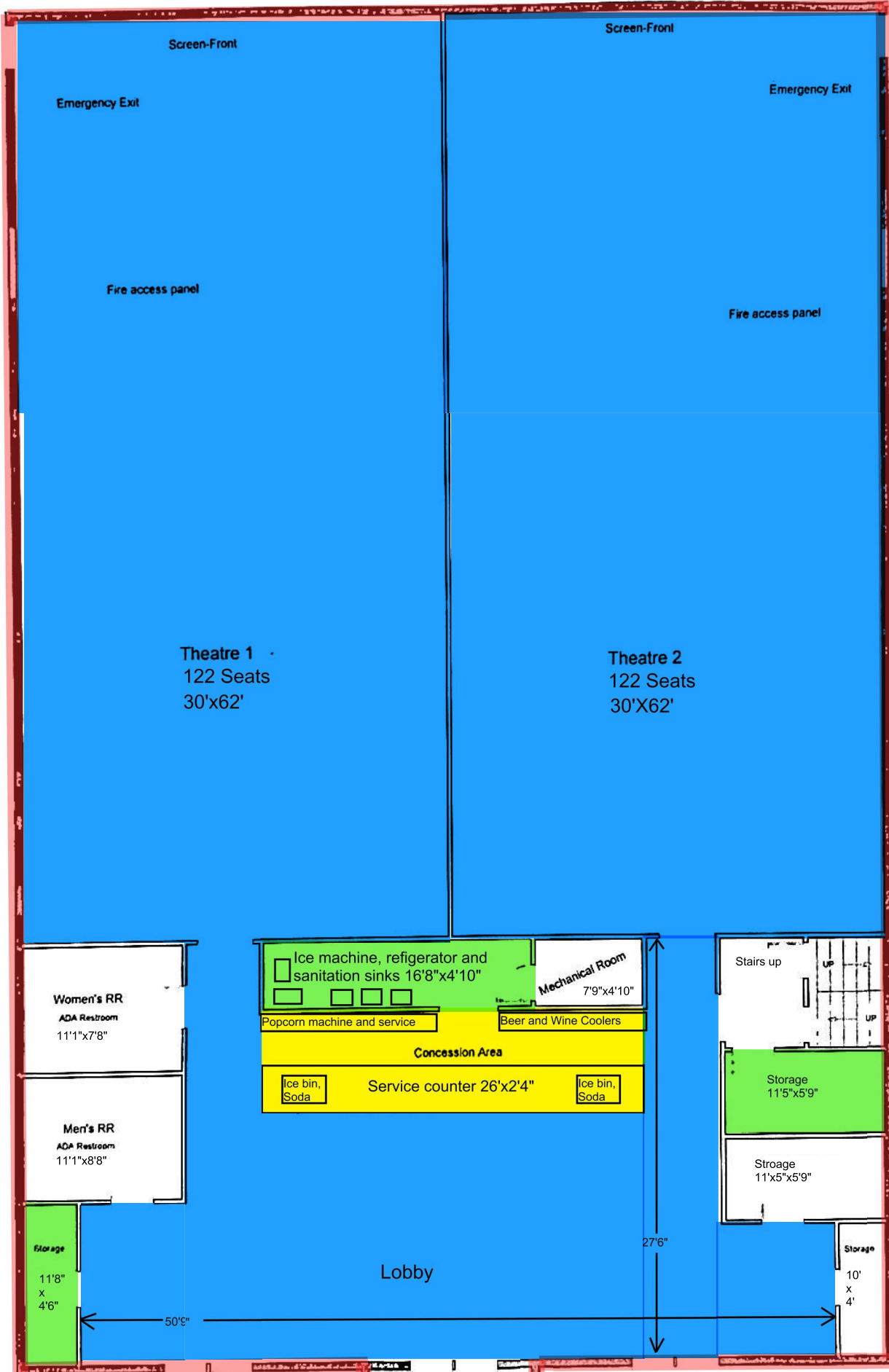
We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 305.085(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant’s proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,  
Kristina Serezhenkov, Local Government Specialist  
For,  
Kevin Richard, Director  
[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)



94 ft.  
Outside  
Building  
Deminsion

License #975

Proposed Licensed Premises

Area where alcohol is consumed

Area where alcohol is served

Area where alcohol is stored


Orca Theater 2nd level, projection room, office and storage area.  
Over all demisions 60'x10'



North  
↖

**MEMORANDUM**

**TO:** Ryan Tunseth, Assembly President  
Members of the Borough Assembly

**FROM:** Peter Micciche, Borough Mayor 

**DATE:** April 7, 2026

**RE:** Appointment to the Road Service Area Board

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In accordance with KPB 16.41.020, Kenai Peninsula Road Service Area Board members are appointed by the Borough mayor and confirmed by the Borough assembly. The applicant listed below is a registered voter and resides within the area to be represented. Attached for your review is the appointment request.

**ROAD SERVICE AREA BOARD**

<b>Appointment</b>	<b>Board Seat</b>	<b>Term Expires</b>
Buck Jones (registered voter of Kachemak/Fritz Creek)	South Region Seat	09/2027

# Kenai Peninsula Borough

Office of the Borough Clerk

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## MEMORANDUM

**TO:** Peter A. Micciche, Borough Mayor *PAM*  
**THRU:** Michele Turner, Borough Clerk *(MT)*  
**FROM:** Sue Ellen Essert, Deputy Borough Clerk *SEE*  
**DATE:** March 24, 2026  
**RE:** Verification of Service Area Board Applicant

---

A notice of vacancy for the Kenai Peninsula Borough Road Service Area South Region seat was advertised on May 18, 2025. The vacancy notice was posted on the Borough's website, Facebook page, in the borough administration building and was provided to the service area. The application period closed on June 6, 2025.

In accordance with KPB 16.41.020, the applicant listed below has been verified as a qualified voter of the borough and resident of the service area. The application is submitted herewith for your consideration.

### ROAD SERVICE AREA BOARD

South Region Seat  
(areas of Anchor Point/Homer/Seldovia)

Buck Jones  
(registered voter of Kachemak/Fritz Creek)

Thank you.

# Kenai Peninsula Borough

Service Area Appointment Application Submitted 2026-03-11 11:08:18

<b>Applicant Name</b> Buck Jones		<b>Select One</b> Kenai Peninsula Borough Road Service Area Board, South Region Seat (Term Expires 09/2027)
<b>Email</b> eastrdsv@hotmail.com		<b>Daytime Phone</b> 907-299-1857
<b>Voter #</b>	<b>Date of Birth</b> [REDACTED]	<b>SS #</b>
<b>Physical Residence Address</b> 54670 Rolling Meadows Rd Homer, AK 99603		<b>Mailing Address</b> ,
<b>Borough Residence:</b> Years: 49 Months: 6		<b>Service Area Residence:</b> Years: 49 Months: 6
<b>What knowledge, experience, or expertise will you bring to this board?</b>		
Experience in all aspects of road construction and upgrades in accordance with City, Borough, and State specifications. Knowledgeable in the construction standards and codes for the City of Homer, Kenai Peninsula Borough, and the State of Alaska. Familiar with the costs associated with road construction and maintenance and experienced in working with government officials to develop and implement cost-effective solutions for building and maintaining road infrastructure.		

# *Buck Jones, Vice President / Project Manager / Working Foreman*

54670 Rolling Meadows Rd Homer, AK 99603  
Cell 907.299.1857 Office 907.235.6574 eastrdsv@hotmail.com

## PERSONAL PROFILE

Buck Jones was raised on his father's homestead ranch 20 miles east of Homer, Alaska. In the process of farming, land clearing, haying and construction, he was given the opportunity to learn how to use many different types of equipment and coordinate job activities from a young age. He married in 1999 and has 3 children.

During his teen years, he began working for his father's heavy construction company, East Road Services. Through the years, he learned how to do every part of the business, from public relations, administration, negotiation, trouble-shooting, personnel and project management to hard labor, driving commercial trucks with trailers and heavy equipment operation. In 2002 he was promoted to Vice-President of the business.

Buck is excellent at keeping all the fine details of a large job synchronized to accomplish a project ahead of schedule. Project owners, contractors, surveyors, and engineers who have worked with Buck share the opinion that he is professional, timely, gifted, experienced, result-oriented and well capable of accomplishing any job he undertakes. He is a pleasure to work with, readily available to assist when needed and has a wide range of expertise in many areas related to the heavy construction industry and commercial business in general. In addition, he is very familiar with the unique circumstances and requirements of working/living in remote locations, which came from growing up on a developing homestead near the head of Kachemak Bay.

## PROFESSIONAL EXPERIENCE

- Vice-President | East Road Services, Inc (incorporated in 2002), Homer, AK** 2002 – present  
**Equipment Operator, Truck Driver, Laborer | East Road Services** 1992 - 2002
- Began his career with this company as an employee, was promoted to Vice-President of the corporation in 2002
  - Skilled operator of equipment and machinery: dozers, graders, loaders, excavators, plow trucks, sanders, end dumps, belly dumps, compactors, tractors, chainsaws, hydraulic jacks
  - Skilled in maintenance on equipment and vehicles used on projects, including, but not limited to use of welding in repair and construction; DOT inspections; diagnosing and repairing damage to vehicles and equipment
  - Training of employees in all aspects of heavy construction activities: road building & maintenance, water and septic installation and repair, excavation and land clearing, site foundation dirt work and gravel pads, retaining walls, logging, processing diverse gravel products, and mobilization of equipment and materials
  - Train employees in MSHA mining standards and use of gravel pit machinery
  - Implement and oversee Health & Safety Programs
  - Manage project logistics and coordination of employees, project owners, sub contractors, numerous truck drivers and materials in a timely, organized and professional manner
  - Compose numerous State and private project bids and proposal packages
  - Advertise and secure new business; Public relations; Contracting with subsidiaries
  - Purchasing of Tools & Machinery / Vehicles & Equipment
  - Hiring & Dismissal of employees, subsidiaries
  - Securing licenses, bonding and insurance coverage for the businesses activities
  - Evaluation and testing of sand and gravel materials
  - Direction and implementation of gravel pit development activities
  - Experience working with State and Federal requirements for commercial heavy construction activities
- Owner-Operator | Coal Bay Sandwich Shop, Homer AK** 1999-2001

## EDUCATION

- Bachelor of Science / Civil Engineering at Northern Arizona University** 1995-1997
- Completed 2 years towards this degree
- Homer High School, graduated** 1994

## CERTIFICATES

- |   |   |
|---|---|
| SWPPP Certified Erosion & Sediment Control Lead                     | Confined Space  |
| Class A CDL   | HDPE pipe, certified for electrofusion, and butt fusion, up to 12"    |
| DEC Certified Installer # 06-23-016 for conventional septic systems | Department of Labor Certificate of Fitness, Plumber Utility #20070127 |
| HAZWOPER training   | First Aid / CPR & AED certificates                                    |
| HAZCOM  | MSHA Part 46 Surface Mining, Experienced Miner Certificate            |
|   | DOT Drug/Alcohol Aware Supervisor                                     |

Introduced by: Mayor  
Date: 03/17/26  
Hearing: 04/21/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2026-09**

**AN ORDINANCE AMENDING BOROUGH CODE, KPB 2.58.058 AND KPB 4.30.060, RELATING TO DUAL SERVICE PROHIBITIONS AND INCOMPATIBILITY OF OFFICES**

**WHEREAS**, in an attempt to eliminate confusion created by having different requirements in different titles of borough code, this ordinance amends and combines two sections of borough code related to dual service prohibitions and incompatibility of offices; and

**WHEREAS**, the amendments retain the prohibition against assembly service and compensated borough office or borough employment while eliminating the one-year moratorium on employment after service due to the fact that it unnecessarily constrains hiring practices; and

**WHEREAS**, hiring decisions are merit-based with director-level hiring decisions being subject to appointment by the Mayor and Assembly confirmation; and

**WHEREAS**, the amendments retain prohibitions against serving in incompatible offices;

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

**SECTION 1.** That this ordinance amends KPB Code and will be codified.

**SECTION 2.** That KPB 2.58.058 is hereby amended to read as follows:

**2.58.058. Dual service prohibitions; incompatibility of offices [PROHIBITION OF DUAL SERVICE ON ASSEMBLY AND BOROUGH BOARDS AND COMMISSIONS, AND ON ASSEMBLY MEMBERS' ELIGIBILITY FOR EMPLOYMENT BY THE BOROUGH]**

A. [NO ASSEMBLY MEMBER MAY SERVE ON ANY BOROUGH BOARD OR COMMISSION EXCEPT THAT ASSEMBLY MEMBERS ARE AUTHORIZED TO SERVE ON THE BOROUGH BOARD OF EQUALIZATION.]

A borough assembly member may not:

1. Serve on any borough board or commission while in office except that assembly members are authorized to serve on the borough Board of Equalization;

2. Serve on the school board or as a member of a city council of any incorporated city within the borough while in office; or
  3. Hold any other compensated borough office or borough employment, or elected position in the state or federal government while in office.
- B. [AN ASSEMBLY MEMBER SHALL NOT BE ELIGIBLE FOR EMPLOYMENT FOR WHICH A WAGE IS PAID BY THE BOROUGH UNTIL ONE YEAR HAS ELAPSED FROM THE DATE THE MEMBER LEAVES THE ASSEMBLY. THIS DOES NOT PRECLUDE APPOINTMENT OF ASSEMBLY MEMBERS WITHIN THE ONE-YEAR PERIOD TO BOROUGH BOARDS OR COMMISSIONS FOR WHICH A PER DIEM AMOUNT, BUT NO WAGE, IS PAID. WHILE AN ASSEMBLY MEMBER MAY NOT SIMULTANEOUSLY SERVE AS AN ASSEMBLY MEMBER AND BOROUGH MAYOR, NOTHING IN THIS PROVISION SHALL RENDER AN ASSEMBLY MEMBER INELIGIBLE TO RUN FOR BOROUGH MAYOR AND, IF ELECTED, TO SERVE AS BOROUGH MAYOR AT ANY TIME. ] A person may not serve simultaneously as:
1. Mayor and as a member of the assembly;
  2. Mayor and a member of the school board; or
  3. Mayor and a member of any borough board or commission.
- C. A borough employee may not serve in incompatible offices. For purposes of this section, “incompatible offices” means public offices held by a public official which, when the official is performing the duties of any of the public offices held by the official, results in any of the following with respect to those offices held:
1. The subordination of one public office to another.
  2. The supervision of one public office by another.
  3. A breach of duty of public office.

Unless there is a specific code provision authorizing such service, incompatible offices include without limitation borough employees or volunteer and borough service area board membership.

**SECTION 3.** That KPB 4.30.060 is hereby repealed:

[4.30.060. PROHIBITIONS.

- A. A PERSON MAY NOT SERVE SIMULTANEOUSLY AS MAYOR AND AS A MEMBER OF THE ASSEMBLY, AS MAYOR AND A MEMBER OF THE SCHOOL BOARD, AS A MEMBER OF THE ASSEMBLY AND MEMBER OF THE SCHOOL BOARD, OR AS A MEMBER OF THE ASSEMBLY AND A MEMBER OF THE CITY COUNCIL OR THE MAYOR OF ANY INCORPORATED CITY WITHIN THE KENAI PENINSULA BOROUGH.
- B. A BOROUGH ASSEMBLY PERSON MAY NOT HOLD ANY OTHER COMPENSATED BOROUGH OFFICE OR BOROUGH EMPLOYMENT, OR ELECTED POSITION IN THE STATE OR FEDERAL GOVERNMENT WHILE IN OFFICE.

C. A BOROUGH EMPLOYEE MAY NOT SERVE IN INCOMPATIBLE OFFICES. FOR PURPOSES OF THIS SECTION, INCOMPATIBLE OFFICES MEANS PUBLIC OFFICES HELD BY A PUBLIC OFFICIAL WHICH, WHEN THE OFFICIAL IS PERFORMING THE DUTIES OF ANY OF THE PUBLIC OFFICES HELD BY THE OFFICIAL, RESULTS IN ANY OF THE FOLLOWING WITH RESPECT TO THOSE OFFICES HELD:

1. THE SUBORDINATION OF ONE PUBLIC OFFICE TO ANOTHER.
2. THE SUPERVISION OF ONE PUBLIC OFFICE BY ANOTHER.
3. A BREACH OF DUTY OF PUBLIC OFFICE.

INCOMPATIBLE OFFICES SHALL INCLUDE WITHOUT LIMITATION SERVICE AREA EMPLOYEES AND BOARD MEMBERSHIP OF ANY SERVICE AREA FOR WHICH THE EMPLOYEE WORKS OR THAT PROVIDES THE SAME OR SIMILAR SERVICES AS THAT SERVICE AREA, AND GENERAL FUND BOROUGH EMPLOYEES AND MEMBERSHIP ON THE BOARD OF ANY SERVICE AREA FOR WHICH THE EMPLOYEE REGULARLY PROVIDES SERVICES.]

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

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

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2026.**

---

Ryan Tunseth, Assembly President

ATTEST:

---

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Legal Department

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### MEMORANDUM

**TO:** Ryan Tunseth, Assembly President  
Members, KPB Assembly

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

**FROM:** Sean Kelley, Borough Attorney *SK*

**DATE:** March 5, 2026

**RE:** Ordinance 2026- 09 , Amending Borough Code, KPB 2.58.058 and KPB 4.30.060, Relating to Dual Service Prohibitions and Incompatibility of Offices  
(Mayor)

---

The ordinance proposes to amend KPB Code by combining two sections in code related to dual service and incompatibility of offices. Combining the two sections into one section will eliminate confusion created by having two dual service prohibitions under two different titles of KPB Code. This proposal then eliminates the provision that an Assembly member is not eligible for employment with KPB until one year has elapsed from the date the member leaves the Assembly. Reviewing codes of the incorporated cities within KPB, it does not appear that any of the cities' codes contain a similar one-year prohibition. For example, the City of Seward's code at SCC 4.01.071 (Prohibitions) provides that "[n]o elected official of the city may hold any other compensated city office or city employment or elected position in the local, borough, state or federal government while in office." There is a one-year prohibition in state law related to state legislators serving in the executive branch but that prohibition is more specific and narrower than the current one-year prohibition in KPB Code as it largely centers on whether the position was created or given a salary increase while the legislator was a member of the legislature.

Your consideration is appreciated.

Introduced by: Mayor  
Date: 03/17/26  
Hearing: 04/21/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2026-12**

**AN ORDINANCE AMENDING BOROUGH CODE, KPB CHAPTER 2.60,  
TO ESTABLISH THE DEPARTMENT OF PUBLIC SAFETY  
COMMUNICATIONS AND SUNSET THE ADVISORY BOARD UNDER  
KPB 2.60.040**

**WHEREAS,** the Kenai Peninsula Borough (KPB) owns and operates the Soldotna Public Safety Communications Center (SPSCC) pursuant to KPB 2.60.010, and SPSCC provides 911 emergency dispatch services to multiple federal, state, and local governmental agencies and other non-profit entities; and

**WHEREAS,** SPSCC is administered by KPB employees and is recognized as a premier dispatch center in the state; and

**WHEREAS,** recognizing this vital public service as a department within the executive branch aligns with current operations and will establish codified powers and duties for the department; and

**WHEREAS,** the emergency communications system advisory board fulfilled its mission to advise on infrastructure needs of the 911 emergency services call taking system which is a fully functioning modern system established and updated to constantly evolving industry best practices and standards; and

**WHEREAS,** KPB wholly owns and operates the system, and proactively monitors and adopts emerging technologies and evolving industry best practices, ensuring SPSCC remains at the forefront of innovation; and

**WHEREAS,** KPB will continue to collaborative partner with cities, state, governmental agencies and other entities utilizing public safety communications and dispatch services;

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

**SECTION 1.** That this ordinance amends KPB Code and will be codified.

**SECTION 2.** That KPB Chapter 2.60 is hereby amended to read as follows:

**CHAPTER 2.60. [EMERGENCY SERVICE COMMUNICATIONS SYSTEM]**  
**DEPARTMENT OF PUBLIC SAFETY COMMUNICATIONS**

**2.60.005. Established—Powers and Duties**

- (A) There is established a department of public safety communications in the executive branch of the Kenai Peninsula Borough to operate and manage 911 dispatch services and other public safety communications. The principal executive of the department will be the public safety communications director who will be appointed by and serve under the supervision of the mayor and confirmed by the assembly. The director will administer the department, assume primary responsibility for managing and coordinating department responsibilities, and report to the mayor or designee.
- (B) The department of public safety communications will:
- (1) Implement and perform all functions, including 911 call-taking and other public safety communications, necessary for operations of the emergency communication system at the Soldotna Public Safety Communications Center; and
  - (2) Perform such other duties as may be required by the mayor or as prescribed by the assembly in borough code.

**2.60.010. [SYSTEM ESTABLISHED—WHERE]Emergency communications system.**

[THE MAYOR IS AUTHORIZED TO] There is established an emergency communication system throughout the borough outside of the cities to provide a 911[-TYPE] call-taking and other public safety communications system and to provide dispatch services both directly or through agreements.

**2.60.020. Service provided where powers relinquished.**

The services of this system shall be provided to the residents of any city which relinquishes its emergency communications powers to the borough. Relinquishment of such powers by a city shall not prohibit the automatic electronic routing of calls to such city

**2.60.025. [ENHANCED] 911 standards.**

That the [B]orough will utilize and adopt, to the extent technically and financially feasible, the most current nationally recognized national standards and recommendations as guidelines for the practices and procedures in the operation of

the [B]orough's [ENHANCED] 911 system. These shall include National Emergency Number Association (NENA), Alliance for Telecommunications Industry Solutions (ATIS), American National Standards Institute (ANSI) and National Fire Protection Association (NFPA) standards for [E]911 systems.

**2.60.027. Designation of selective router demarcation points.**

The Borough hereby designates 253 Wilson Lane in Soldotna and 107 South Willow Street in Kenai as the two 911 PSAP Selective Router Demarcation Points solely for the purposes of 911 call delivery by telecommunications carriers.

**2.60.030. Surcharge on local access telephone lines.**

A surcharge, in the amount of up to \$2.00 per month, shall be levied on each local exchange access telephone line within the Borough, and shall be billed, collected and remitted by each local exchange telephone company. All proceeds shall be utilized solely for funding of the [E]911 system. This surcharge shall be administered, applied and collected in strict compliance with all terms and requirements of AS 29.35.131.

**2.60.035. Surcharge on local exchange wireless telephone numbers.**

In addition to other surcharges authorized by law, a surcharge in the amount of \$2.00 per month shall be levied on each wireless telephone number that is billed to an address within the borough, and shall be billed, collected and remitted by each wireless telephone service provider. All proceeds shall be utilized solely for funding of the [E]911 system. This surcharge shall be administered, applied, and collected in strict compliance with all terms and requirements of AS 29.35.131.

**[2.60.040. EMERGENCY SERVICES COMMUNICATIONS SYSTEM ADVISORY BOARD.**

- A. A EIGHT-MEMBER 9-1-1 INTERAGENCY ADVISORY BOARD IS HEREBY ESTABLISHED TO GOVERN THE EMERGENCY SERVICES COMMUNICATION SYSTEM INCLUDING PROVIDING LONG-RANGE PLANNING FOR 9-1-1 EMERGENCY SERVICES CALL TAKING SYSTEM. THE BOARD MAY ADVISE THE BOROUGH ASSEMBLY AND ADMINISTRATION REGARDING THE INFRASTRUCTURE NEEDS TO EFFICIENTLY OPERATE THE 9-1-1 EMERGENCY SERVICES CALL TAKING SYSTEM. SUBJECT TO THE PROVISIONS OF THIS CHAPTER AND OTHER APPLICABLE LAW, AN INTERAGENCY AGREEMENT MAY BE ENTERED BETWEEN THE BOROUGH AND AFFECTED AGENCIES WITHIN THE BOROUGH WHICH SHALL GOVERN THE MEMBERSHIP AND OPERATION OF THIS BOARD.
- B. MEMBERSHIP ON THE BOARD SHALL INCLUDE REPRESENTATIVES FROM THE CENTRAL EMERGENCY SERVICE AREA, THE NIKISKI FIRE SERVICE AREA, THE CITY OF HOMER POLICE DEPARTMENT, THE CITY OF SEWARD POLICE DEPARTMENT, THE CITY OF KENAI POLICE DEPARTMENT, THE CITY OF SOLDOTNA POLICE DEPARTMENT, THE ALASKA STATE TROOPERS, AND THE BOROUGH'S 9-1-1 DISPATCH CENTER. THE MAYOR SHALL APPOINT AND THE

ASSEMBLY SHALL CONFIRM BY MOTION OR RESOLUTION INDIVIDUAL APPOINTMENTS FROM THE BOROUGH TO THIS BOARD, INCLUDING THOSE FROM THE SERVICE AREAS AND THE 9-1-1 DISPATCH CENTER. THE MAYOR SHALL CONSIDER RECOMMENDATIONS OF THE APPLICABLE SERVICE AREA BOARDS WHEN APPOINTING REPRESENTATIVES FROM SERVICE AREAS. CITY MEMBERS SHALL BE APPOINTED BY EACH CITY'S APPOINTING AUTHORITY IN ACCORDANCE WITH THE LAW AND ANY APPLICABLE INTERAGENCY AGREEMENT. THE STATE OF ALASKA DEPARTMENT OF PUBLIC SAFETY WILL DESIGNATE THE ALASKA STATE TROOPER REPRESENTATIVE ON THE BOARD. ONE OR MORE ALTERNATE MEMBERS MAY ALSO BE APPOINTED FOR EACH LISTED SERVICE AREA AND AGENCY IN THE SAME MANNER DESCRIBED ABOVE FOR EACH BOARD MEMBER. THE BOROUGH MAYOR, OR A DESIGNEE, MAY SERVE AS AN ADDITIONAL EX OFFICIO MEMBER AND SHALL HAVE THE PRIVILEGE OF THE FLOOR BUT MAY ONLY VOTE IN ORDER TO BREAK A TIE.

- C. APPOINTMENTS SHALL BE FOR AN INDEFINITE TERM, PROVIDED THAT THE APPOINTING AUTHORITY MAY TERMINATE AN APPOINTMENT AT ANY TIME, WITH OR WITHOUT CAUSE, IN THE SOLE DISCRETION OF THE APPOINTING AUTHORITY.
- D. THE BOARD SHALL BE GOVERNED BY THE MOST CURRENT VERSION OF ROBERT'S RULES OF ORDER AND SHALL BE RESPONSIBLE FOR ANNUALLY ELECTING A CHAIR AND VICE-CHAIR. FIVE MEMBERS SHALL CONSTITUTE A QUORUM. MEMBERS MAY ATTEND VIA TELECONFERENCE IN ACCORDANCE WITH APPLICABLE PROVISIONS OF LAW. THE BOARD MAY ADOPT BY-LAWS GOVERNING ITS PROCEDURES CONSISTENT WITH THE PROVISIONS OF THIS CHAPTER.
- E. A VACANCY SHALL OCCUR IF A BOARD MEMBER:
  - 1. IS REMOVED FROM OFFICE BY THE APPOINTING AUTHORITY;
  - 2. IS NO LONGER EMPLOYED BY THE AGENCY, SERVICE AREA OR DEPARTMENT HOLDING A SEAT ON THE BOARD AS DESCRIBED ABOVE;
  - 3. IS PHYSICALLY OR MENTALLY UNABLE TO PERFORM THE DUTIES OF OFFICE;
  - 4. MISSES THREE CONSECUTIVE REGULAR BOARD MEETINGS UNLESS EXCUSED;
  - 5. RESIGNS AND THE RESIGNATION IS ACCEPTED; OR
  - 6. IS CONVICTED OF A FELONY WHILE A MEMBER OF THE BOARD.
- F. VACANCIES IN BOROUGH SEATS ON THE BOARD SHALL BE FILLED BY MAYORAL APPOINTMENT AND CONFIRMATION OF THE ASSEMBLY. VACANCIES IN NON-BOROUGH SEATS SHALL BE FILLED IN THE MANNER PROVIDED ABOVE FOR CITY AND STATE MEMBERS.

- G. BOARD MEMBERS SHALL SERVE WITHOUT COMPENSATION BUT ARE ENTITLED TO PER DIEM AND TRAVEL EXPENSES PURSUANT TO ALASKA STATUTES FROM THEIR RESPECTIVE EMPLOYERS.]

**[2.60.050. DEFINITIONS.**

FOR PURPOSES OF THIS CHAPTER, THE FOLLOWING DEFINITIONS SHALL APPLY UNLESS THE CONTEXT NECESSARILY REQUIRES A DIFFERENT DEFINITION:

*EMERGENCY COMMUNICATIONS SYSTEM* IS DEFINED AS A SYSTEM FOR AUTOMATICALLY OR MANUALLY ACCEPTING AND ROUTING EMERGENCY 911 CALLS TO THE AUTHORIZED POLICE, FIRE, OR EMERGENCY MEDICAL SERVICE PROVIDER. EMERGENCY COMMUNICATIONS POWERS RELINQUISHED BY THE CITIES DO NOT INCLUDE DISPATCH SERVICES. ]

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

**SECTION 4.** This ordinance shall become effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2026.**

\_\_\_\_\_  
Ryan Tunseth, Assembly President

ATTEST:

\_\_\_\_\_  
Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Soldotna Public Safety Communications Center

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### MEMORANDUM

**TO:** Ryan Tunseth, Assembly President  
Members, KPB Assembly

**THRU:** Peter A. Micciche, Mayor *PKM*

**FROM:** Tammy Goggia-Cockrell, 911 Emergency Communications Coordinator *TGC*

**DATE:** March 5, 2026

**RE:** Ordinance 2026-12\_\_, Amending Borough Code, KPB Chapter 2.60, to Establish the Department of Public Safety Communications and Sunset the Advisory Board under KPB 2.60.040 (Mayor)

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The ordinance will amend KPB Code to formally recognize public safety communications as a department within the executive branch and set forth the powers and duties of the department.

In addition, the ordinance includes updates to KPB Chapter 2.60 and sunsets the emergency communications system advisory board (Advisory Board). The Advisory Board was established in the 1980s, when the system and associated technology were still in their infancy, with a system-specific authority to advise on infrastructure needs. That charge was successfully executed and the system eventually matured into a modern fee-for-services arrangement. KPB wholly owns and operates the system. KPB proactively monitors and adopts emerging technologies and evolving industry best practices, ensuring we remain at the forefront of innovation. The Soldotna Public Safety Communication Center (SPSCC) and KPB administration will continue to operate in collaborative partnership with the cities, state, governmental agencies and other entities utilizing public safety communications and dispatch services.

The agencies for which we provide dispatch services may submit requests for modifications or enhancements to SPSCC's operational technology, workflows, or service delivery processes. As appropriate, the Public Safety Communications Director will continue coordinate with technical staff, command personnel, and partner agencies to assess feasibility and implementation timelines, ensuring any approved changes support system integrity, service consistency, and the overall effectiveness of dispatch operations.

Your consideration is appreciated.