

# Kenai Peninsula Borough

*144 North Binkley Street*

*Soldotna, AK 99669*



## Meeting Agenda

**Tuesday, April 21, 2026**

**6:00 PM**

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

**Seward - Seward Community Library and Museum  
239 Sixth Avenue, Community Room, Seward**

## 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-7603: April 7, 2026 Regular Assembly Meeting Minutes

KPB-7616: Commending the Seward High School Cheerleaders – 2026 Division II State Academic Award Recipients (Ecklund)

KPB-7617: Commending the Seward High School – 2025 Division II State Wrestling Champions (Ecklund)

KPB-7618: Commending the Seward High School Debate Team – 2026 Division II State Academic Award Recipients (Ecklund)

KPB-7619: Commending the Seward High School National Ocean Science Bowl Team – 2026 Award Recipients (Ecklund)

KPB-7620: Commending the Seward High School Girls' Basketball – 2026 Class 2A State Champions (Ecklund)

Resolution 2026-022: Approving Twenty-Seven Unincorporated Communities for Participation in the State's Fiscal Year 2027 Community Assistance Program

Resolution 2026-021: Approving an Automatic Aid Agreement and Operational Plan Between the Kenai Peninsula Borough and the City of Kenai, on Behalf of the Central Emergency Service Area, the Nikiski Fire Service Area, and Kenai Fire Department

Resolution 2026-024: Urging the State Senate to Pass House Bill 101 Raising the Age of Consent to 18

Resolution 2026-023: Urging the State Legislature to Pass House Bill 374 Relating to the Base Student Allocation

Ordinance 2026-14: Authorizing a Communications Site Lease Agreement with GCI Communication Corp., in Beluga

Ordinance 2026-16: Authorizing the Conveyance of 5 Parcels of KPB-Owned Land to the City of Homer for less than Fair Market Value in Support of a City Need

Ordinance 2026-17: Re-Authorizing the Conveyance of KPB-Owned Land to the State of Alaska Department of Transportation and Public Facilities for a Public Highway Right-of-Way in Support of the "Sterling Safety Corridor Improvements, MP 82.5 to 94" Project

Ordinance 2026-18: Authorizing the Lease of Borough-Owned Land for a Material Site in Beluga by Competitive Lease Offering Through Sealed Bid Procedures

Ordinance 2026-20: Amending KPB 5.18.200 and KPB 5.18.430 Relating to Borough Sales Tax to Increase the Maximum Amount of a Sale Subject to Borough Sales Tax to \$1,000 and to Exempt a Class of Residential Rentals, Subject to Voter Approval

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

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

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

### APPROVAL OF MINUTES

- \*1. [KPB-7603](#) April 7, 2026 Regular Assembly Meeting Minutes

*Attachments:* [April 7, 2026 Regular Assembly Meeting Minutes](#)

### COMMENDING RESOLUTIONS AND PROCLAMATIONS

1. [KPB-7604](#) A Mayoral Proclamation Declaring April 2026 as “Sexual Assault Awareness Month”

*Attachments:* [Mayoral Proclamation - Sexual Assault Awareness Month](#)

- \*2. [KPB-7616](#) Commending the Seward High School Cheerleaders – 2026 Division II State Academic Award Recipients (Ecklund)

*Attachments:* [Commending Resolution Seward High School Cheerleading](#)

- \*3. [KPB-7617](#) Commending the Seward High School – 2025 Division II State Wrestling Champions (Ecklund)

*Attachments:* [Commending Resolution Seward High School Wrestling](#)

- \*4. [KPB-7618](#) Commending the Seward High School Debate Team – 2026 Division II State Academic Award Recipients (Ecklund)

*Attachments:* [Commending Resolution Seward High School Debate](#)

- \*5. [KPB-7619](#) Commending the Seward High School National Ocean Sciences Bowl Team – 2026 Award Recipients (Ecklund)

*Attachments:* [Commending Resolution Seward High School Sciences Bowl](#)

- \*6. [KPB-7620](#) Commending the Seward High School Girls' Basketball – 2026 Class 2A State Champions (Ecklund)

*Attachments:* [Commending Resolution Seward High School Debate](#)

### PRESENTATIONS WITH PRIOR NOTICE

*(20 minutes total)*

1. [KPB-7605](#) Seward High School Student Council, Joel Williams, Math Teacher

*Attachments:* [Seward Student Council](#)

2. [KPB-7624](#) Seward Senior Center Grant Update, Dana Paperman, Executive Director

## PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

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

## MAYOR'S REPORT

Mayor's Report Cover Memo

1. [KPB-7606](#) Mayors Memo  
*Attachments:* [Mayor's Report Cover Memo](#)
1. Assembly Requests/Responses
2. Agreements and Contracts
- a. [KPB-7607](#) Authorization to Award a Contract for ITB26-019 Summer & Winter Maintenance- East region, Unit 1  
*Attachments:* [Summer & Winter Maintenance East Region Unit 1](#)
- b. [KPB-7608](#) Authorization to Award a Contract for ITB26-020 Summer & Winter Maintenance- East Region, Unit 3A  
*Attachments:* [Summer & Winter Maintenance East Region Unit 3A](#)
- c. [KPB-7609](#) Authorization to Award a Contract for ITB26-023 Summer & Winter Maintenance- East Region, Unit 3B  
*Attachments:* [Summer & Winter Maintenance East Region Unit 3B](#)
- d. [KPB-7610](#) Authorization to Award a Contract for RFP26-014 Homer Middle School Parent/Student Drop Off  
*Attachments:* [Homer Middle School Parent-Student Drop Off](#)
- e. [KPB-7611](#) Authorization to Award a Contract for ITB26-009 Soldotna High School Siding- Phase II  
*Attachments:* [Soldotna High School Siding Phase II](#)
3. Other
- a. [KPB-7612](#) Revenue- Expenditure Report- March 2026  
*Attachments:* [Revenue Expenditure Report March 2026](#)

- b. [KPB-7613](#) Budget Revisions - March 2026

Attachments: [Budget Revisions March 2026](#)

## ITEMS NOT COMPLETED FROM PRIOR AGENDA

### PUBLIC HEARINGS ON ORDINANCES

*(Testimony limited to 3 minutes per speaker)*

Ordinances referred to Finance Committee

1. [2026-13](#) An Ordinance Authorizing a Public Purpose Non-Commercial Communication Site Lease Agreement with the Cooper Landing Community Club, Inc. (Mayor)

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

2. [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)

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

3. [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)

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

4. [2025-19-36](#) An Ordinance Appropriating Funds for Reimbursement of Costs for Replacement of the Fire Alarm System for the Kenai Health Center (Mayor)

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

5. [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)

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

Ordinances referred to Policies and Procedures Committee

6. [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)

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

7. [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)

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

## UNFINISHED BUSINESS

## NEW BUSINESS

### 1. Resolutions

Resolutions referred to Finance Committee

- \*a. [2026-022](#) A Resolution Approving Twenty-Seven Unincorporated Communities for Participation in the State's Fiscal Year 2027 Community Assistance Program (Mayor)

*Attachments:* [Resolution 2026-022](#)  
[Memo](#)

## Resolutions referred to Policies and Procedures Committee

- \*b. [2026-021](#) A Resolution Approving an Automatic Aid Agreement and Operational Plan Between the Kenai Peninsula Borough and the City of Kenai, on Behalf of the Central Emergency Service Area, the Nikiski Fire Service Area, and Kenai Fire Department (Mayor)

*Attachments:* [Resolution 2026-021](#)  
[Memo](#)  
[Automatic Aid Agreement](#)  
[Operational Plan Attachment A](#)

## Resolutions referred to Legislative Committee

- \*c. [2026-023](#) A Resolution Urging the State Legislature to Pass House Bill 374 Relating to the Base Student Allocation (Ecklund, Dunne)

*Attachments:* [Resolution 2026-023](#)  
[Memo](#)  
[House Bill 374](#)  
[HB374 Sponsor Statement](#)

- \*d. [2026-024](#) A Resolution Urging the State Senate to Pass House Bill 101 Raising the Age of Consent to 18 (Eicher)

*Attachments:* [Resolution 2026-024](#)  
[Memo](#)  
[House Bill 101](#)  
[HB 101 Sponsor Statement](#)

## 3. Ordinances for Introduction

## Ordinances for Introduction and referred to the Finance Committee

- \*a. [2026-14](#) An Ordinance Authorizing a Communications Site Lease Agreement with GCI Communication Corp., in Beluga (Mayor) (Hearing on 05/05/26)

*Attachments:* [Ordinance 2026-14](#)  
[Memo](#)  
[Site Map](#)  
[Lease Agreement](#)

## Ordinances for Introduction and referred to the Lands Committee

- \*b. [2026-16](#) An Ordinance Authorizing the Conveyance of 5 Parcels of KPB-Owned Land to the City of Homer for Less Than Fair Market Value in Support of a City Need. (Mayor, Cooper, Dunne) (Hearing on 05/05/26)

Attachments: [Ordinance 2026-16](#)  
[Memo](#)  
[Appraisal Report](#)  
[Parcel Map](#)  
[Draft Purchase and Sale Agreement](#)  
[Exhibit A](#)

- \*c. [2026-17](#) An Ordinance Re-Authorizing the Conveyance of KPB-Owned Land to the State of Alaska Department of Transportation and Public Facilities for a Public Highway Right-of-Way in Support of the “Sterling Safety Corridor Improvements, MP 82.5 To 94” Project (Mayor) (Hearing on 05/05/26)

Attachments: [Ordinance 2026-17](#)  
[Memo](#)  
[Map](#)  
[KPB 1993 Memo](#)  
[Reference Copy O84-42 SUB](#)  
[Reference Copy O89-13](#)

- \*d. [2026-18](#) An Ordinance Authorizing the Lease of Borough-Owned Land for a Material Site in Beluga by Competitive Lease Offering Through Sealed Bid Procedures (Mayor) (Hearing on 05/05/26)

Attachments: [Ordinance 2026-18](#)  
[Memo](#)  
[Site Location Map](#)  
[DRAFT Lease Agreement](#)  
[Reference Copy R2008-025](#)

Ordinances for Introduction and referred to the Policies and Procedures Committee

- \*e. [2026-20](#) An Ordinance Amending KPB 5.18.200 and KPB 5.18.430 Relating to Borough Sales Tax to Increase the Maximum Amount of a Sale Subject to Borough Sales Tax to \$1,000 and to Exempt a Class of Residential Rentals, Subject To Voter Approval (Ecklund, Dunne) (Hearing on 05/19/26)

Attachments: [Ordinance 2026-20](#)  
[Memo](#)  
[Reference Copy O9a](#)  
[Fiscal Note](#)

## **PUBLIC COMMENTS AND PUBLIC PRESENTATIONS**

### **ASSEMBLY COMMENTS**

### **PENDING LEGISLATION**

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

## **INFORMATIONAL MATERIALS AND REPORTS**

### **ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS**

1. May 5, 2026 12:10 PM  
Budget Work Session #2  
Betty J. Glick Assembly Chambers  
Borough Administration Building  
Remote participation available through Zoom  
Meeting ID: 897 1694 8642 Passcode: 075938

2. May 5, 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**

*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, April 7, 2026

6:00 PM

Betty J. Glick Assembly Chambers  
Meeting ID: 897 1694 8642 Passcode: 075938  
[https://yourkpb.zoom.us/j/89716948642?  
pwd=fEb3zpJksgh1maera2nn3XZRWlPat.1](https://yourkpb.zoom.us/j/89716948642?pwd=fEb3zpJksgh1maera2nn3XZRWlPat.1)

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Meeting ID: 897 1694 8642 Passcode: 075938

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### INVOCATION

The invocation was given via Zoom 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

**MOTION APPROVED:** The Clerk's annual performance review was conducted on March 17, 2026. Cooper moved to approve a 2.5% salary increase for the Clerk, as well as 2.5% increases for the Deputy Clerk and Records Manager, as recommended by the Clerk. These increases will be effective on July 1, 2026 for the

FY27 budget cycle.

**[9 Yes, 0 No, 0 Absent]**

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]*

## **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-7559](#) March 17, 2026 Regular Assembly Meeting Minutes  
**approved**

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

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

**This Budget Ordinance was enacted.**

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

**This Budget Ordinance was enacted.**

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

**This Budget Ordinance was enacted.**

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

## NEW BUSINESS

- [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)  
**This Resolution was adopted.**
- [2026-019](#) A Resolution Approving a Standardization Policy for the Use of Environmental Systems Research Institute, Inc., ArcGIS Software (Mayor)  
**This Resolution was adopted.**
- [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)  
**This Ordinance was introduced and set for public hearing.**
- [2025-19-34](#) An Ordinance Appropriating Supplemental Funds from the General Fund and Authorizing the Maintenance Department to Redirect Funds Previously Appropriated for the Niniilchik School Septic Replacement Project to the Nikiski North Star School Septic Replacement Project

(Mayor) (Hearing on 04/21/26)

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

[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)

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

[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)

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

[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)

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

[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

**approved**

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

**approved**

## Approval of the Agenda and Consent Agenda

President Tunseth called for public comment.

**Patricia Bouton**, addressed the Assembly regarding Ordinance 2025-19-28.

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

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

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

## COMMENDING RESOLUTIONS AND PROCLAMATIONS - None

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**PRESENTATIONS WITH PRIOR NOTICE**

1. [KPB-7565](#) Project Homeless Connect Update, Kathy Gensel, Director, Central Peninsula Health Foundation & Cheri Smith, Executive Director at LeeShore Center  
*[Clerk's Note: Cheri Smith, Executive Director, Leeshore Center gave a presentation to the Assembly.]*
  
2. [KPB-7573](#) Invasive Species Project - Elodea at Crescent Lake, Jen Chauvet, Kenai Peninsula Cooperative Species Management Area  
*[Clerk's Note: Jen Chauvet (via ZOOM), Peter Frank and Cody Jacobson, Kenai Peninsula Cooperative Species Management Area, gave a presentation to the Assembly.]*

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

President Tunseth called for public comment.

**Dr. Keith Hamilton**, presented a handout of the Central Kenai Peninsula Ministries executive director list to the Assembly and provided information about the group.

**Patricia Bouton**, Soldotna, addressed the Assembly regarding school funding.

**William Hubbler**, Kenai, addressed the Assembly regarding the school district pool closures.

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

**MAYOR'S REPORT**

- [KPB-7569](#) Mayor's Report Cover Memo
1. Assembly Requests/Responses - None
  2. Agreements and Contracts
    - a. [KPB-7570](#) Authorization to Award Contract for ITB26-013 Central Emergency Services #1 Office Furnishings Procurement
    - b. [KPB-7571](#) Authorization to Award Contract for RFP26-013 Browns Cohoe Acres and Caribou Crossing Engineering

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

## UNFINISHED BUSINESS

## PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

President Tunseth called for public comment.

**Alex Koplín**, Clam Gulch, addressed the Assembly regarding road brine, property tax exemptions, school funding and the mayoral run-off process.

**Brent Johnson**, Clam Gulch, addressed the Assembly regarding school funding.

**Ed Oberts**, Soldotna, addressed the Assembly regarding school funding.

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

## ASSEMBLY COMMENTS

Assembly Member Griebel stated he attended the Hospice of the Central Peninsula annual fundraiser on March 28, 2026, and noted the generosity of the local community. Mr. Griebel wished everyone a good evening.

Assembly Member Hicks stated he attended the school board meeting in Homer on April 6, 2026. Mr. Hicks wished everyone a good night.

Assembly Member Eicher reminded everyone that the Freedom House fundraiser was Saturday, April 11, 2026, at 5:30 p.m. Mr. Eicher wished everyone a good night.

Assembly Member Truesdell thanked the school board members who attended the budget presentation. Mr. Truesdell stated he appreciates the in-person testimony, emails, letters, and phone calls from the public.

Assembly Member Ecklund stated she attended the Seward Bear Creek Flood Service Area Board meeting on April 6, 2026, and provided a brief update. Ms. Ecklund stated she looked forward to seeing everyone in Seward on April 21, 2026.

Assembly Member Dunne stated a farmers market in Anchor Point was to be held at the senior center every Thursday from 3:00 p.m. to 6:00 p.m. Mr. Dunne stated on March 27, 2026, he attended the Kachemak Bay National Estuarine Research Reserve Community Council meeting and provided a brief update. Mr. Dunne noted

that the Resilience and Security Advisory Commission meeting scheduled for April 8, 2026, was canceled. He thanked the school district for their budget presentation.

Assembly Member Niesen stated she attended the North Peninsula Recreation Service Area Board meeting on April 2, 2026, and provided a brief update. Ms. Niesen noted that the Kenai Peninsula Economic Development District recently developed a comprehensive economic development strategy and released a 2026 Housing Assessment; she provided a brief update on both.

Vice President Cooper thanked everyone for attending and for the excellent presentations. Ms. Cooper thanked the school board for their hard work, expressed hope for the arrival of spring, and thanked all road crews for their efforts.

President Tunseth thanked the Clerk's Office staff as well as the Mayor's staff for their assistance. Mr. Tunseth thanked the school board and stated he was proud of their work. He thanked the Mayor and Representative Ruffridge for the town hall meetings in Seward, Homer and Soldotna.

## INFORMATIONAL MATERIALS AND REPORTS

1. [KPB-7593](#) LAYDOWN Memo from the Borough Clerk - Creekbend Company LLC's Liquor License Renewal Non-Objection Process

## ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. April 21, 2026

Budget Work Session #1 TBD  
Seward Community Library and Museum  
239 Sixth Avenue, Community Room  
Remote participation available through Zoom  
Meeting ID: 897 1694 8642 Passcode: 075938

2. 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

With no further business to come before the assembly, President Tunseth adjourned the meeting at 7:56 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of April 7, 2026.

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

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

**Kenai Peninsula Borough  
Alaska  
Proclamation**

**WHEREAS**, sexual assault is a serious and unacceptable crime that impacts individuals and communities across the Kenai Peninsula Borough; and

**WHEREAS**, prevention and response efforts are strengthened through education, survivor support, and collaboration among local service providers, including The LeeShore Center, Haven House, SeaView Community Services, and Seward Safe Harbor; and

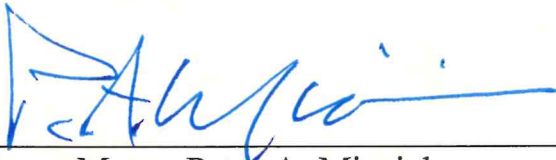
**WHEREAS**, these and other organizations provide critical year-round services, including crisis response, advocacy, and prevention education, while continuing to support survivors

**NOW, THEREFORE**, I, Peter A. Micciche, Mayor of the Kenai Peninsula Borough, do hereby proclaim April 2026 as:

***Sexual Assault Awareness Month***

in the Kenai Peninsula Borough, and encourage all residents to support these efforts and work together to prevent sexual violence and support survivors.



  
\_\_\_\_\_  
Mayor Peter A. Micciche  
Kenai Peninsula Borough

Introduced by: Ecklund  
Date: 04/21/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
COMMENDING RESOLUTION**

**A RESOLUTION COMMENDING THE SEWARD HIGH SCHOOL  
CHEERLEADERS – 2026 DIVISION II STATE ACADEMIC AWARD  
RECIPIENTS**

**WHEREAS**, the Seward High School Cheerleaders won the 2026 Division II State Academic Award at the Alaska Cheer State Championships Competition; and

**WHEREAS**, the six girls’ varsity cheerleaders are a mix of Seward High School and Connections students - Lola Swanson, Juniper Ingalls, Somi Clendaniel, Josie Andrews, Addison Gerlach and Sophia Hughes; and

**WHEREAS**, this is the third year the team received the Academic Award, this year with a collective 3.99 team GPA; and

**WHEREAS**, this academic award is proof of the team and the coaches, Jean Beck and Brittancy Swanson’s work-ethic, dedication, and talent;

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

**SECTION 1.** That the Kenai Peninsula Borough Assembly recognizes, commends, and congratulates the Seward High School Cheerleaders for being the 2026 Division II State Academic Award Recipients.

**SECTION 2.** That a special Certificate of Achievement will be presented to each member of Seward High School Varsity Cheerleaders with the commendation of the Assembly.

**SECTION 3.** That a copy of this resolution be provided to Principal Henry Burns, Jr. and Head Coach Jean Beck.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 21ST 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:

Introduced by: Ecklund  
Date: 04/21/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
COMMENDING RESOLUTION**

**A RESOLUTION COMMENDING THE SEWARD HIGH SCHOOL – 2026  
DIVISION II STATE WRESTLING CHAMPIONS**

**WHEREAS,** the Seward High School wrestling team won two individual First Place titles in the 2026 Division II State Tournament; and

**WHEREAS,** Junior Ridge Conant, won his 3rd consecutive state title, next year he could be our school’s first four-time State Champion; and

**WHEREAS,** Junior Sobina Clendaniel won our school’s first ever Girls State Wrestling Championship, she is also a four-time All-American and the only Alaskan and Finalist in the Pan-American International Games in Iowa; and

**WHEREAS,** these student-athletes and their coaches, Brian Mullaly and Nate Smith, exemplify tenacity, dedication, and talent;

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

**SECTION 1.** That the Kenai Peninsula Borough Assembly recognizes, commends, and congratulates the Seward High School Wrestlers; Ridge Conant and Sobina Clendaniel as 2026 Division II State Champions.

**SECTION 2.** That a special Certificate of Achievement will be presented to each with the commendation of the Assembly.

**SECTION 3.** That a copy of this resolution be provided to Principal Henry Burns, Jr. and Head Coach Brian Mullaly.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 21ST DAY OF APRIL, 2026.**

---

Ryan Tunseth, Assembly President

ATTEST:

---

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Introduced by: Ecklund  
Date: 04/21/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
COMMENDING RESOLUTION**

**A RESOLUTION COMMENDING THE SEWARD HIGH SCHOOL  
DEBATE TEAM – 2026 DIVISION II STATE ACADEMIC AWARD  
RECIPIENTS**

**WHEREAS,** the Seward High School Debate Team won the 2026 Division II State Academic Award at the Alaska State Championships Competition; and

**WHEREAS,** the eleven member Seward High School students are - Josie Andrews, Claire Anger, Paxon Craytor, Lyla deCastro, Kirra DesErmia, Hazel Dickenson, James Flynn, Isabel Jones, Axel LaRock, Crystal Maddox and Jonas Moseman; and

**WHEREAS,** this is the first year in a while the team received the Academic Award, this year with a collective 3.8 team GPA; and

**WHEREAS,** this academic award is proof of the team and the coach, Joel Williams work-ethic, dedication, and talent;

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

**SECTION 1.** That the Kenai Peninsula Borough Assembly recognizes, commends, and congratulates the Seward High School Debate Team for being the 2026 Division II State Academic Award Recipients.

**SECTION 2.** That a special Certificate of Achievement will be presented to each member of Seward High School Debate Team with the commendation of the Assembly.

**SECTION 3.** That a copy of this resolution be provided to Principal Henry Burns, Jr. and Coach Joel Williams

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 21ST DAY OF APRIL, 2026.**

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

ATTEST:

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

Yes:

No:

Absent:

Introduced by: Ecklund  
Date: 04/21/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
COMMENDING RESOLUTION**

**A RESOLUTION COMMENDING THE SEWARD HIGH SCHOOL  
NATIONAL OCEAN SCIENCES BOWL TEAM – 2026 AWARD  
RECIPIENTS**

**WHEREAS,** the Seward High School National Ocean Sciences Bowl Team, Tropic of Answer, won the 2026 First Place Award for Research Paper and Presentation at the Alaska Tsunami Bowl; and

**WHEREAS,** the Alaska Tsunami Bowl is the state’s regional competition for the National Ocean Sciences Bowl (NOSB), a nationwide academic program focused on ocean science education; and

**WHEREAS,** the five member Seward High School and Connections students are - Kirra DesErmia, Esma Wilder, Otto Nipp, Maddie Haas and Emily Anger; and

**WHEREAS,** the team met once a week and very much appreciated finally have a marine biology class through Kenai Peninsula College at the high school this year; and

**WHEREAS,** this award is proof of the team and the coach, Mica VanBuskirk’s work-ethic, dedication, and talent;

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

**SECTION 1.** That the Kenai Peninsula Borough Assembly recognizes, commends, and congratulates the Seward High School National Ocean Sciences Bowl for being the 2026 Award Recipients.

**SECTION 2.** That a special Certificate of Achievement will be presented to each member of Seward High School National Ocean Sciences Bowl Team with the commendation of the Assembly.

**SECTION 3.** That a copy of this resolution be provided to Principal Henry Burns, Jr. and Coach Mica VanBuskirk.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 21ST DAY OF APRIL, 2026.**

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

ATTEST:

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

Yes:

No:

Absent:

Introduced by: Ecklund  
Date: 04/21/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
COMMENDING RESOLUTION**

**A RESOLUTION COMMENDING THE SEWARD HIGH SCHOOL GIRLS'  
BASKETBALL – 2026 CLASS 2A STATE CHAMPIONS**

**WHEREAS,** the Seward High School girls' basketball team won the Class 2A State Basketball Championship for the second year in a row, a first for Seward High School girls' team; and

**WHEREAS,** this year's championship game victory was the culmination of another dominant season in which the Seward Seahawks extended their winning streak to 57 straight games; and

**WHEREAS,** led by a defense-first mentality and a cohesive group of focused scholar-athletes, this championship is the third girls state title in school history; and

**WHEREAS,** the championship team also had two players, Ava Jagielski and Mikinley Williams, named to the Class 2A girls state all-tournament team and Ava was named Class 2A Player of the Year; and

**WHEREAS,** this championship season is a testament to the focus, commitment, and team-first mentality of the players - Grace Fleming, Pamela Hilestad, Ava Jagielski, Olive Jordan, Sevin Philips, Regan Seibert, Lia Shank and Mikinley Williams and coaches - Curtis Berry, Grace Williams and volunteer coach Demitra Apergis - and the community's support;

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

**SECTION 1.** That the Kenai Peninsula Borough Assembly recognizes, commends, and congratulates the Seward High School girls' basketball team for winning the 2026 Class 2A State Championship.

**SECTION 2.** That a special Certificate of Achievement will be presented to each member of Seward High School girls' basketball team with the commendation of the Assembly.

**SECTION 3.** That a copy of this resolution be provided to Principal Henry Burns, Jr. and Head Coach Curtis Berry.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 21ST 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:

# KPB Education Funding Presentation



Seward High Student Council

# Seward High Student Council



# Things to Discuss

1.

The Funding Situation

2.

KPBSD Budget  
Cuts

3.

Impacts to  
Seward

4.

Funding to  
the Cap

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# The Funding Situation

*Hazel Dickinson & Lyla DeCastro*

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## FY27 Preliminary General Fund Budget Summary

|   |                |               |
|---|----------------|---------------|
| Revenue   |                | \$140,965,246 |
| Expenditures  | 149,228,959    |               |
| Transfer to Other Fund – Pupil Transportation & Extra-Curricular Travel | <u>345,000</u> |               |
| Total Expenditures and Transfers  |                | 149,573,959   |
| Deficiency of Revenues over Expenditures                                |                | (\$8,608,713) |

\* Data From the KPBSD Finance Department

## FY27 Preliminary General Fund Budget – KPB Revenue

|                   | FY25 Actual       | FY26 Budget       | FY27 Preliminary  |
|-------------------|-------------------|-------------------|-------------------|
| KPB Appropriation | \$40,914,211      | \$46,878,229      | \$43,594,014      |
| KPB In-Kind       | <u>15,314,096</u> | <u>15,480,851</u> | <u>15,480,851</u> |
| Total             | \$56,228,307      | \$62,359,080      | \$59,074,865      |

\* Data From the KPBSD Finance Department

- Decrease in FY27 KPB appropriation by **\$3,284,215** from FY26 Budget.
- KPB FY27 maximum appropriation is \$68,685,024 due to the increase in the Full and True Value of taxable real and personal property.

\* Data From the KPBSD Finance Department

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# KPBSD Budget Cuts

*Kirra DesErnia*

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## KPBSD Budget Scenarios

On 4/6/26, the KPBSD voted to pass Budget Scenario 1. The following will be cut without funding to the cap from the borough:

# KPBSD Budget Cuts

Distance Ed Eliminated

Curriculum Cut 50%

Library Aides Eliminated

Middle College Reduction 50%

# Impacts to Seward 26-27

*Somi Clendaniel*

## Impacts to Seward

**Increased Class  
Sizes**

**Fewer Class  
Options**

**Loss of Library  
Aids**

**Decreased Access  
to Materials**

**No Money = No  
Advancement**

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# Funding to the Cap

*Axel LaRock*

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## Reasons to Fund to the Cap

1. KPB Additional Revenue
2. Home Assessment Data dramatic increase=  
Less state funding this year only
3. New Governor?

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**Please Consider  
Funding Our Schools  
to the Cap!**

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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 21, 2026



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Assembly Request / Response

- a. None

Agreements and Contracts

- a. Authorization to Award a Contract for ITB26-019 Summer & Winter Maintenance- East region, Unit 1
- b. Authorization to Award a Contract for ITB26-020 Summer & Winter Maintenance- East Region, Unit 3A
- c. Authorization to Award a Contract for ITB26-023 Summer & Winter Maintenance- East Region, Unit 3B
- d. Authorization to Award a Contract for RFP26-014 Homer Middle School Parent/Student Drop Off
- e. Authorization to Award a Contract for ITB26-009 Soldotna High School Siding- Phase II

Other

- a. Revenue- Expenditure Report- March 2026
- b. Budget Revisions- March 2026

# Kenai Peninsula Borough Purchasing & Contracting

## MEMORANDUM

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

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

**FROM:** Dil Uhlin, Roads Director *DU*

**DATE:** March 31, 2026

**RE:** Authorization to Award a Contract for ITB26-019 Summer & Winter Maintenance – East Region, Unit 1

The Purchasing and Contracting Office formally solicited and received bids for the ITB26-019 Summer & Winter Road Maintenance – East Region, Unit 1. Bid packets were released on February 24, 2026 and the Invitation to Bid was advertised on Bid Express from February 24 – March 18, 2026

The project consists of providing all labor, materials, and equipment to perform summer and winter road maintenance in the East Region, Unit 1.

On the due date of March 18, 2026, four (4) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$89,400.00 was submitted by River City Construction, Soldotna, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 236-33950-00000-43952.



Peter A. Micciche, Borough Mayor

4/6/2026

Date

|   |                              |
|---|------------------------------|
| FINANCE DEPARTMENT<br>FUNDS VERIFIED                |                              |
| Acct. No.   | <u>236-33950-00000-43952</u> |
| Amount  | <u>\$89,400.00 – FY27</u>    |
| By: <i>CJ BH</i>                                    | Date: <u>3/31/2026</u>       |
| NOTES: FY27 Contingent Upon Assembly Appropriation. |                              |
| ADDNL NOTES: NA                                     |                              |

**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

**BID TAB FOR: ITB26-019 SUMMER / WINTER MAINTENANCE - EAST REGION, UNIT 1**

| CONTRACTOR                        | LOCATION               | BASE BID     |
|-----------------------------------|------------------------|--------------|
| River City Construction, LLC      | Soldotna, Alaska       | \$89,400.00  |
| Harrison's Dirt & Snow            | Cooper Landing, Alaska | \$94,464.00  |
| M&C Contracting                   | Seward, Alaska         | \$138,000.00 |
| Stuart Smikth LLC dba Snow Flyers | Sewad, Alaska          | \$186,000.00 |

**DUE DATE:** March 18, 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:** Dil Uhlin, Roads Director *DU*

**DATE:** March 31, 2026

**RE:** Authorization to Award a Contract for ITB26-020 Summer & Winter Maintenance – East Region, Unit 3A

The Purchasing and Contracting Office formally solicited and received bids for the ITB26-020 Summer & Winter Road Maintenance – East Region, Unit 3A. Bid packets were released on February 24, 2026 and the Invitation to Bid was advertised on Bid Express from February 24 – March 18, 2026

The project consists of providing all labor, materials, and equipment to perform summer and winter road maintenance in the East Region, Unit 3A.

On the due date of March 18, 2026, two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$159,648.00 was submitted by Metco Alaska, LLC, Seward, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 236-33950-00000-43952.



Peter A. Micciche, Borough Mayor

4/6/2026

Date

|   |                       |
|---|-----------------------|
| FINANCE DEPARTMENT<br>FUNDS VERIFIED                |                       |
| Acct. No.   | 236-33950-00000-43952 |
| Amount  | \$159,648.00 – FY27   |
| By: <i>CJ BH</i>                                    | Date: 3/31/2026       |
| NOTES: FY27 Contingent Upon Assembly Appropriation. |                       |
| ADDNL NOTES: NA                                     |                       |

**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

**BID TAB FOR: ITB26-020 SUMMER / WINTER MAINTENANCE - EAST REGION, UNIT 3A**

| CONTRACTOR            | LOCATION       | BASE BID     |
|-----------------------|----------------|--------------|
| Metco Alaska, LLC     | Seward, Alaska | \$159,648.00 |
| Andrews and Sons, LLC | Seward, Alaska | \$191,700.00 |
|                       |                |              |
|                       |                |              |

DUE DATE: March 18, 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:** Dil Uhlin, Roads Director *DU*

**DATE:** March 31, 2026

**RE:** Authorization to Award a Contract for ITB26-023 Summer & Winter Maintenance – East Region, Unit 3B

The Purchasing and Contracting Office formally solicited and received bids for the ITB26-023 Summer & Winter Road Maintenance – East Region, Unit 3B. Bid packets were released on February 24, 2026 and the Invitation to Bid was advertised on Bid Express from February 24 – March 18, 2026

The project consists of providing all labor, materials, and equipment to perform summer and winter road maintenance in the East Region, Unit 3B.

On the due date of March 18, 2026, two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$184,356.00 was submitted by Metco Alaska, LLC, Seward, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 236-33950-00000-43952.



Peter A. Micciche, Borough Mayor

4/6/2026

Date

|   |                              |
|---|------------------------------|
| FINANCE DEPARTMENT<br>FUNDS VERIFIED                |                              |
| Acct. No.   | <u>236-33950-00000-43952</u> |
| Amount  | <u>\$184,356.00 – FY27</u>   |
| By: <i>CJ BH</i>                                    | Date: <u>3/31/2026</u>       |
| NOTES: FY27 Contingent Upon Assembly Appropriation. |                              |
| ADDNL NOTES: NA                                     |                              |

**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

**BID TAB FOR: ITB25-023 SUMMER / WINTER MAINTENANCE - EAST REGION, UNIT 3B**

| CONTRACTOR            | LOCATION       | BASE BID     |
|-----------------------|----------------|--------------|
| Andrews and Sons, LLC | Seward, Alaska | WITHDRAWN    |
| Metco Alaska, LLC     | Seward, Alaska | \$184,356.00 |
|                       |                |              |
|                       |                |              |

**DUE DATE: March 18, 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:** Tim Scher, Project Manager *TS*

**DATE:** March 31, 2026

**RE:** Authorization to Award a Contract for RFP26-014 Homer Middle School Parent / Student Drop Off

On February 13, 2026, the Kenai Peninsula Borough Purchasing & Contracting Department formally solicited proposals for RFP26-014 Homer Middle School Parent / Student Drop Off. The request for proposals was advertised on Bid Express from February 13 – March 10, 2026.

The project consists of developing schematic, design / development and bidding documents for Rehabilitation of the Homer Middle School parking lot and the Parent Student drop Off / Pickup area while improving traffic flow and parking.

On the due date of March 10, 2026, two (2) 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 | 224                |
| Nelson Engineering, PC  | Kenai, Alaska    | 210                |

The highest-ranking proposal was submitted by McLane Consulting, Inc., with a cost proposal of \$46,292.00. 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 account number 401-78050-23S15-49311.



Peter A. Micciche, Borough Mayor

4/6/2026

Date

|                                      |                       |
|--------------------------------------|-----------------------|
| FINANCE DEPARTMENT<br>FUNDS VERIFIED |                       |
| Acct. No.                            | 401-78050-23S15-49311 |
| Amount                               | \$46,292.00           |
| By: <i>CS BH</i>                     | Date: 3/31/2026       |

NOTES: NA

# Kenai Peninsula Borough Purchasing & Contracting

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## MEMORANDUM

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

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

**FROM:** Jacque Arnold, Project Manager *JA*

**DATE:** March 30, 2026

**RE:** Authorization to Award a Contract for ITB26-009 Soldotna High School Siding – Phase II

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The Purchasing and Contracting Office formally solicited and received bids for the ITB26-009 Soldotna High School Siding – Phase II. Bid packets were released on and the Invitation to Bid was advertised on Bid Express from January 30 – February 24, 2026.

The project consists of providing all labor and materials to improve a little over one-half of Soldotna High School Siding, together with all associated improvements, as described in the Contract Documents.

On the due date of February 24, 2026, two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$4,137,974.45 was submitted by Wolverine Supply, Inc., Wasilla, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account numbers 400-76020-23S10-48630 and 401-78050-23S10-48630.



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

3/30/2026

\_\_\_\_\_  
Date

|  |                        |
|--|------------------------|
| FINANCE DEPARTMENT<br>FUNDS VERIFIED   |                        |
| Acct. No. <u>400-76020-23S10-48630</u> | <u>\$3,387,974.45</u>  |
| Acct. No. <u>401-78050-23S10-48630</u> | <u>\$ 750,000.00</u>   |
| By: <u><i>CJK BH</i></u>               | Date: <u>3/30/2026</u> |


NOTES: NA

**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

**BID TAB FOR: ITB26-009 SOLDOTNA HIGH SCHOOL SIDING PHASE II**

| CONTRACTOR               | LOCATION         | BASE BID       |
|--------------------------|------------------|----------------|
| Wolverine Supply, Inc.   | Wasilla, Alaska  | \$4,397,000.00 |
| Blazy Construction, Inc. | Soldotna, Alaska | \$5,630,000.00 |
|                          |                  |                |
|                          |                  |                |
|                          |                  |                |
|                          |                  |                |

DUE DATE: February 24, 2026

KPB OFFICIAL:   
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough  
Finance Department

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**MEMORANDUM**

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

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

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

**FROM:** Tyra Rivera, Payroll Accountant *TR*

**DATE:** April 9, 2026

**RE:** Revenue-Expenditure Report – March 2026

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Attached is the Revenue-Expenditure Report of the General Fund for the month of March 2026. Please note that 75.00% of the year has elapsed, 79.64% of budgeted revenues have been collected, and 71.11% of budgeted expenditures have been made.

KENAI PENINSULA BOROUGH  
Revenue Report  
For the Period  
March 1 through March 31 2026

| ACCOUNT NUMBER | DESCRIPTION                     | ESTIMATED REVENUE | YEAR TO DATE RECEIPTS | MONTH TO DATE RECEIPTS | VARIANCE        | % COLLECTED |
|----------------|---------------------------------|-------------------|-----------------------|------------------------|-----------------|-------------|
| 31100          | Real Property Tax               | \$ 35,067,976     | \$ 35,035,482         | \$ 195,102             | \$ (32,494)     | 99.91%      |
| 31200          | Personal Property Tax           | 2,027,307         | 2,142,102             | 12,422                 | 114,795         | 105.66%     |
| 31300          | Oil Tax                         | 6,491,466         | 6,297,354             | 59,040                 | (194,111.70)    | 97.01%      |
| 31400          | Motor Vehicle Tax               | 642,580           | 281,212               | 33,846                 | (361,368)       | 43.76%      |
| 31510          | Property Tax Penalty & Interest | 685,597           | 794,930               | 52,887                 | 109,333         | 115.95%     |
| 31610          | Sales Tax                       | 47,975,000        | 31,284,622            | (7,698,637)            | (16,690,378)    | 65.21%      |
| 33110          | In Lieu Property Tax            | 3,100,000         | -                     | -                      | (3,100,000)     | 0.00%       |
| 33117          | Other Federal Revenue           | 177,017           | 673,049               | 650,474                | 496,032         | 380.22%     |
| 33120          | Forestry Service                | 500,000           | -                     | -                      | (500,000)       | 0.00%       |
| 34110          | School Debt Reimbursement       | 1,795,380         | 1,144,607             | -                      | (650,773)       | 63.75%      |
| 34221          | Electricity & Phone Revenue     | 155,000           | -                     | -                      | (155,000)       | 0.00%       |
| 34222          | Fish Tax Revenue Sharing        | 500,000           | 3,596                 | -                      | (496,404)       | 0.72%       |
| 37350          | Interest on Investments         | 1,574,053         | 2,978,759             | 193,897                | 1,404,706       | 189.24%     |
| 39000          | Other Local Revenue             | 266,935           | 295,745               | 34,202                 | 28,810          | 110.79%     |
| 290            | Solid Waste                     | 1,577,000         | 854,385               | 2,941                  | (722,615)       | 54.18%      |
| Total Revenues |                                 | \$ 103,385,311    | \$ 82,337,086         | \$ (6,463,826)         | \$ (21,048,225) | 79.64%      |

**KENAI PENINSULA BOROUGH**  
**Expenditure Report**  
For the Period  
March 1 through March 31 2026

| DESCRIPTION                   | REVISED<br>BUDGET     | YEAR<br>TO DATE<br>EXPENDED | MONTH<br>TO DATE<br>EXPENDED | AMOUNT<br>ENCUMBERED | AVAILABLE<br>BALANCE | %             |
|-------------------------------|-----------------------|-----------------------------|------------------------------|----------------------|----------------------|---------------|
|                               |                       |                             |                              |                      |                      | EXPENDED      |
| Assembly:                     |                       |                             |                              |                      |                      |               |
| Administration                | \$ 637,685            | \$ 447,178                  | \$ 21,702                    | \$ 17,426            | \$ 173,081           | 70.13%        |
| Clerk                         | 662,847               | 447,483                     | 49,332                       | 7,183                | 208,181              | 67.51%        |
| Elections                     | 269,432               | 201,189                     | 1,828                        | 15,243               | 53,000               | 74.67%        |
| Records Management            | 490,594               | 297,207                     | 23,648                       | 20,675               | 172,713              | 60.58%        |
| Mayor Administration          | 1,108,209             | 652,898                     | 64,009                       | 6,733                | 448,578              | 58.91%        |
| Purch/Contracting/Cap Proj    | 825,326               | 483,674                     | 45,101                       | 3,178                | 338,475              | 58.60%        |
| Human Resources:              |                       |                             |                              |                      |                      |               |
| Administration                | 894,770               | 603,975                     | 58,361                       | 7,067                | 283,728              | 67.50%        |
| Print/Mail                    | 260,748               | 167,542                     | 13,615                       | 21,126               | 72,081               | 64.25%        |
| Custodial Maintenance         | 144,691               | 102,845                     | 11,024                       | 31                   | 41,815               | 71.08%        |
| Information Technology        | 2,987,004             | 1,971,241                   | 192,699                      | 129,763              | 885,999              | 65.99%        |
| Emergency Management          | 1,082,109             | 645,251                     | 39,745                       | 47,424               | 389,434              | 59.63%        |
| Legal Administration          | 1,199,030             | 691,493                     | 74,571                       | 13,132               | 494,406              | 57.67%        |
| Finance:                      |                       |                             |                              |                      |                      |               |
| Administration                | 673,867               | 487,504                     | 55,757                       | 3,496                | 182,867              | 72.34%        |
| Services                      | 1,308,270             | 849,505                     | 88,318                       | 2,090                | 456,675              | 64.93%        |
| Property Tax                  | 1,256,665             | 801,634                     | 68,897                       | 54,158               | 400,873              | 63.79%        |
| Sales Tax                     | 1,374,048             | 884,648                     | 135,951                      | 315                  | 489,085              | 64.38%        |
| Assessing:                    |                       |                             |                              |                      |                      |               |
| Administration                | 1,747,799             | 1,217,825                   | 151,129                      | 3,168                | 526,806              | 69.68%        |
| Appraisal                     | 1,885,988             | 1,205,996                   | 139,204                      | 2,829                | 677,162              | 63.95%        |
| Resource Planning:            |                       |                             |                              |                      |                      |               |
| Administration                | 1,476,458             | 790,145                     | 83,678                       | 13,859               | 672,455              | 53.52%        |
| GIS                           | 711,288               | 480,189                     | 34,781                       | 1,087                | 230,012              | 67.51%        |
| River Center                  | 999,018               | 626,782                     | 64,120                       | 71,354               | 300,881              | 62.74%        |
| Senior Citizens Grant Program | 838,634               | 423,052                     | -                            | 396,764              | 18,818               | 50.45%        |
| School District               | 71,407,408            | 54,906,739                  | 5,196,590                    | -                    | 16,500,669           | 76.89%        |
| Solid Waste Operations        | 13,407,794            | 7,191,881                   | 584,752                      | 2,075,839            | 4,140,074            | 53.64%        |
| Economic Development          | 520,000               | 141,508                     | 8,244                        | 353,466              | 25,026               | 27.21%        |
| Non-Departmental              | 3,599,500             | 2,759,274                   | 103,034                      | 8,600                | 831,626              | 76.66%        |
| <b>Total Expenditures</b>     | <b>\$ 111,769,182</b> | <b>\$ 79,478,658</b>        | <b>\$ 7,310,090</b>          | <b>\$ 3,276,005</b>  | <b>\$ 29,014,519</b> | <b>71.11%</b> |

Kenai Peninsula Borough  
Finance Department

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**MEMORANDUM**

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

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

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

**FROM:** Tyra Rivera, Payroll Accountant *TR*

**DATE:** April 9, 2026

**RE:** Budget Revisions – March 2026

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Attached is a budget revision listing for March 2026. The attached list contains budget revisions between major expenditure categories (i.e., maintenance & operations and capital outlay). Other minor transfers were processed between object codes within major expenditure categories.

**CLERK'S OFFICE - ADMINISTRATION/ELECTION**

Move funds for envelope printing.

|  |         |         |
|--|---------|---------|
| 100-11120-00000-42210 (Operating Supplies) |         | \$86.50 |
| 100-11130-00000-42210 (Operating Supplies) |         | \$86.50 |
| 100-11120-00000-43410 (Printing)           | \$86.50 |         |
| 100-11130-00000-43410 (Printing)           | \$86.50 |         |

**HUMAN RESOURCES - ADMINISTRATION**

Move funds for minor office equipment/furniture.

|  |            |            |
|--|------------|------------|
| 100-11230-00000-43011 (Contract Services)      |            | \$5,166.86 |
| 100-11230-00000-48710 (Minor Office Equipment) | \$2,891.86 |            |
| 100-11230-00000-48720 (Minor Office Furniture) | \$2,275.00 |            |

**KACHEMAK EMERGENCY SERVICES**

Move funds for vehicle maintenance.

|   |            |            |
|---|------------|------------|
| 212-51810-00000-42360 (Motor Vehicle Repair Supplies) |            | \$5,000.00 |
| 212-51810-00000-43750 (Vehicle Maintenance)           | \$5,000.00 |            |

Move funds for the purchase of tires to meet IRS guidelines.

|   |            |            |
|---|------------|------------|
| 212-51810-00000-42360 (Motor Vehicle Repair Supplies) |            | \$2,201.40 |
| 212-51810-00000-48740 (Minor Machines & Equipment)    | \$1,925.70 |            |
| 212-51810-00000-48311 (Machinery and Equipment)       | \$275.70   |            |

**PLANNING - RIVER CENTER**

Move funds for River Center Access Grant.

|   |            |            |
|---|------------|------------|
| 100-21135-00000-43011 (Contractual Services)            |            | \$2,390.00 |
| 100-21135-00000-42410 (Small Tools and Minor Equipment) | \$2,040.00 |            |
| 100-21135-00000-42020 (Signage Supplies)                | \$350.00   |            |

**PURCHASING DEPARTMENT**

Move funds for conference room chairs.

|  |          |          |
|--|----------|----------|
| 100-11227-00000-43310 (Advertising)            |          | \$150.00 |
| 100-11227-00000-48720 (Minor Office Furniture) | \$150.00 |          |

**SOLID WASTE - SEWARD TRANSFER**

Move funds for the purchase of an electric winch.

|  |            |            |
|--|------------|------------|
| 290-32150-00000-43780 (Building/Grounds Maintenance) |            | \$1,800.00 |
| 290-32150-00000-48740 (Minor Machines & Equipment)   | \$1,800.00 |            |

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.

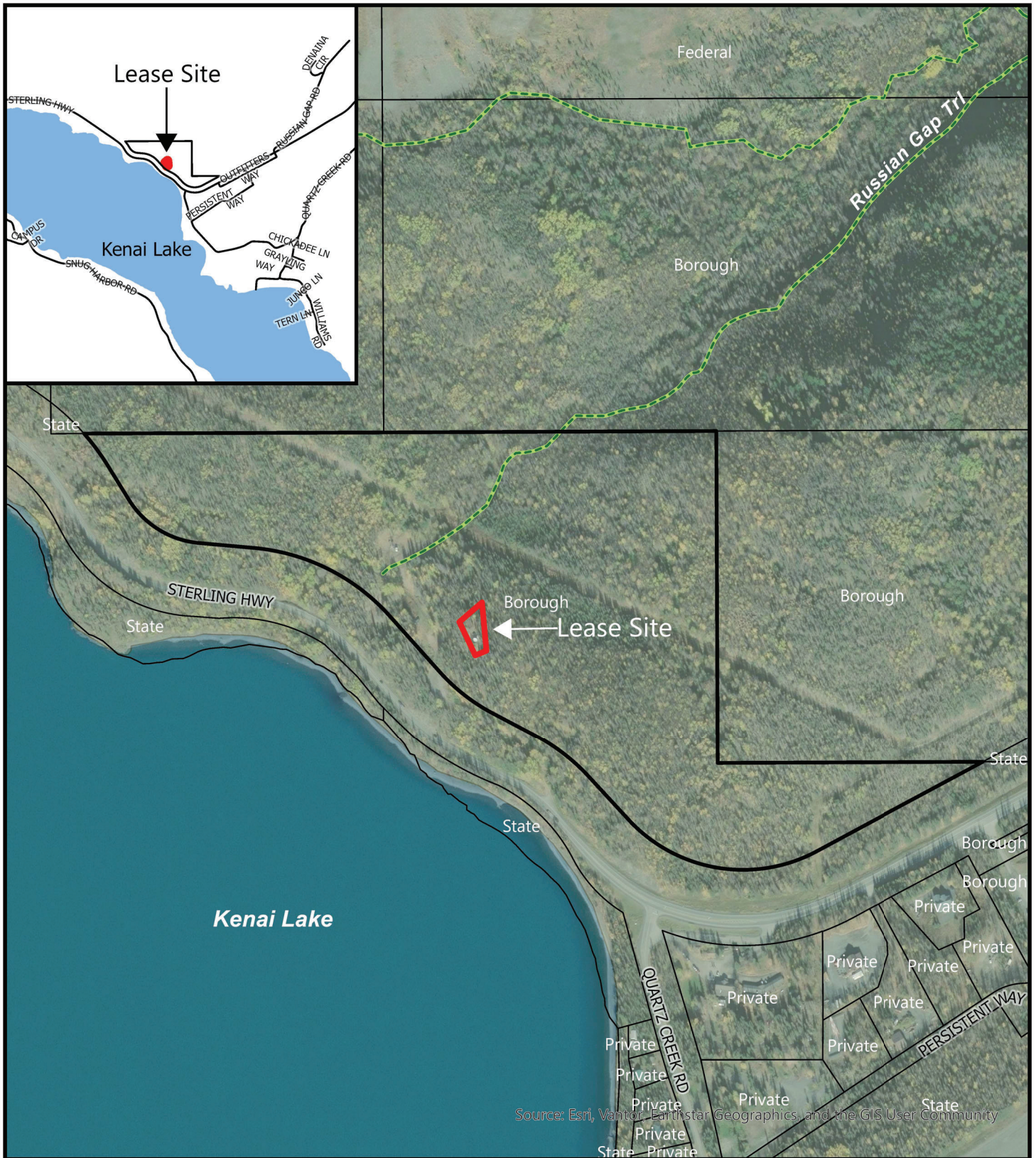
Since 1981, the site has continued to provide the residents of Cooper Landing with news, weather, and other television programming. In January 2025, the CLCC put out a public inquiry to gauge how many residents were still utilizing the satellite's signal, and they received enough positive feedback to 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.



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.

Printed: 1/14/2026

## 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 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:

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:

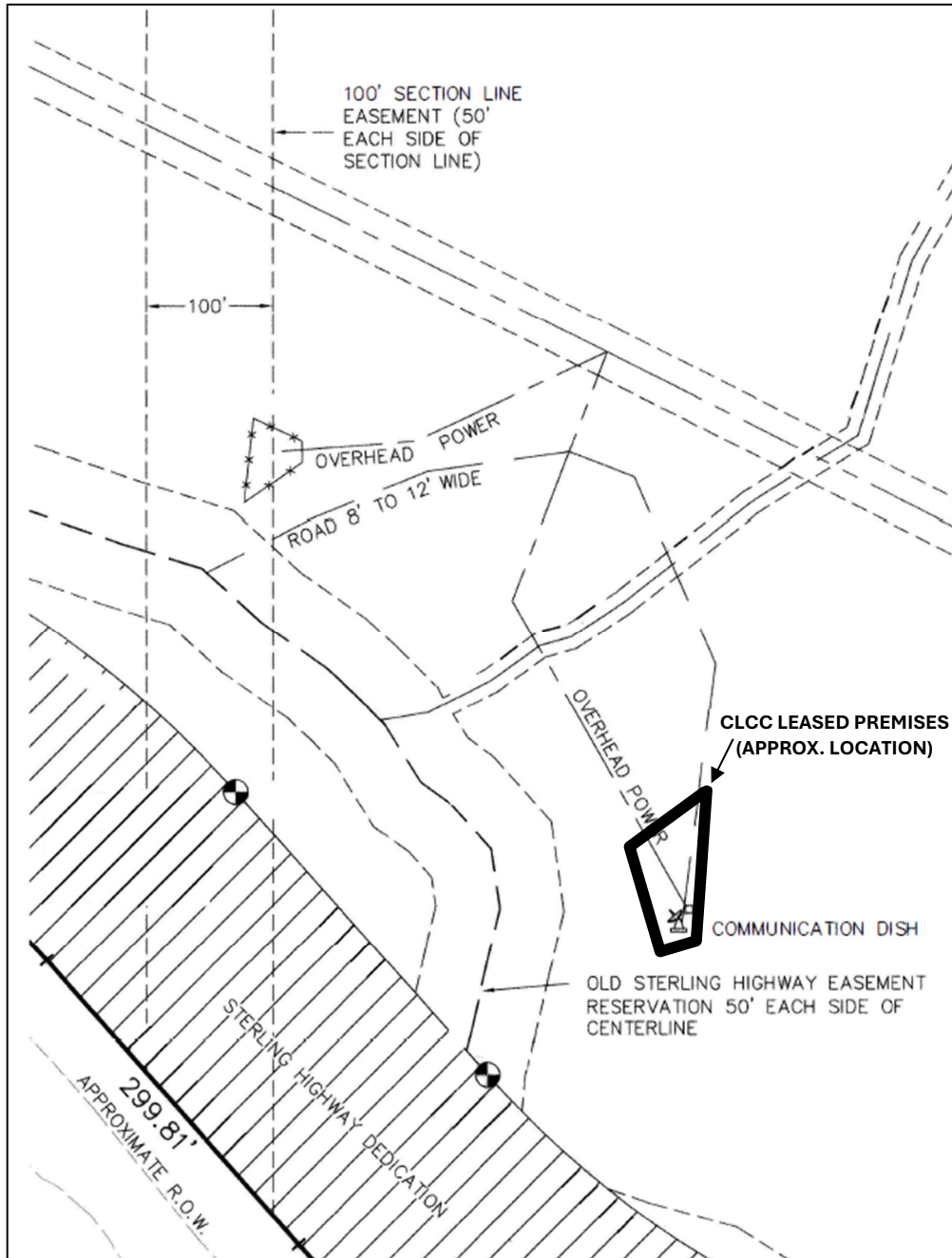
A portion of the above-described Property, more particularly described as an approximately 7,000 square foot area, including the air space above such ground space, as further depicted on Exhibit 2 of this Agreement. Together with non-exclusive access beginning directly off of the Sterling Highway right-of-way 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:

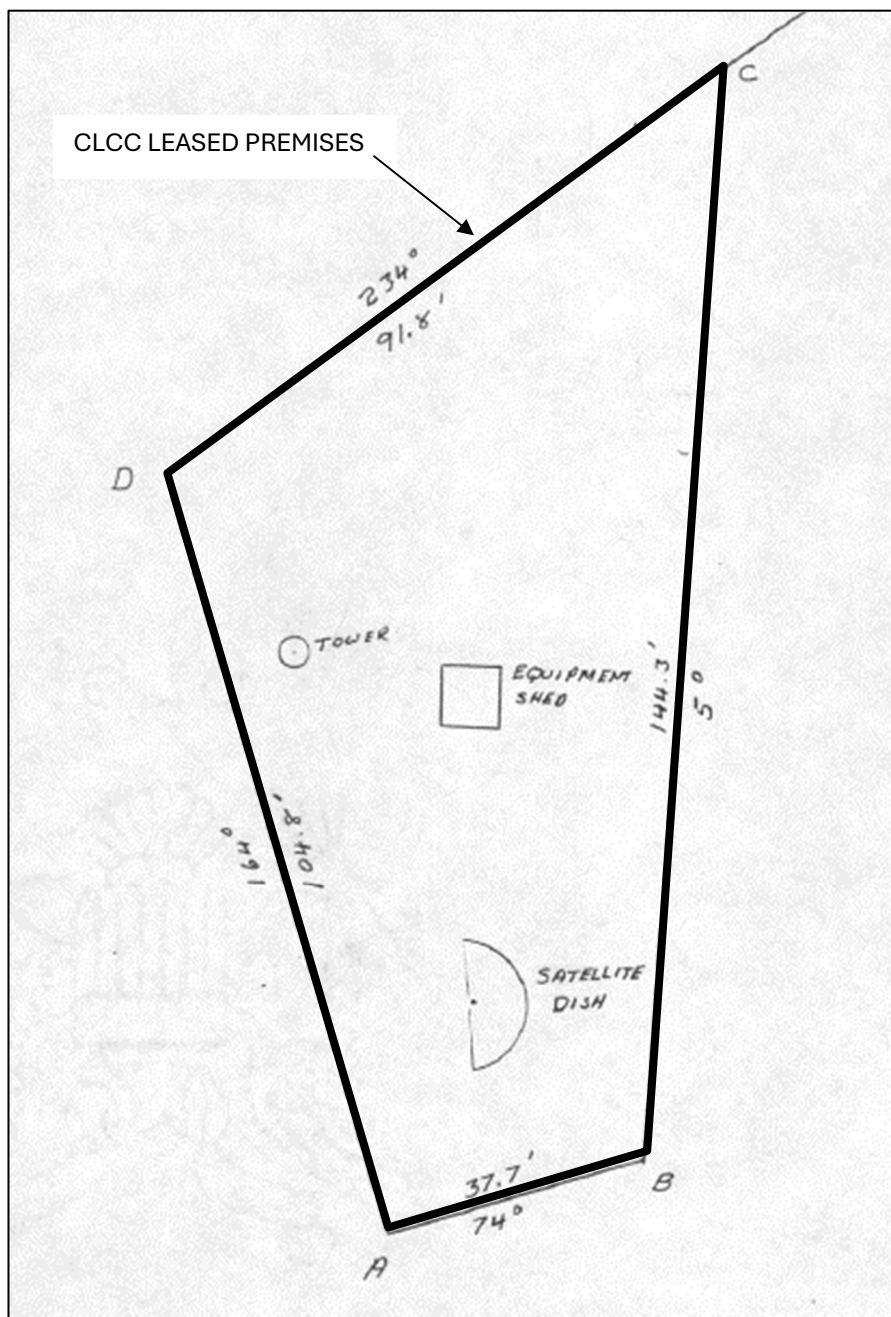


**EXHIBIT 2**

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

**WHEREAS,** the CLCC has agreed to enter into a Communication Site Lease Agreement with KPB on that Leased Premises more particularly described as follows:

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: CLCC Satellite Dish Site

**NOW, THEREFORE:**

By execution of this Affidavit, all right, title, and interest if any, in and to the above-described property previously held with respect to that U.S. Forest Service issued Special Use Permit 4049.01, and Transferred Federal Entry Permit (ADL 217401) referenced above are vested solely in that Lease Agreement authorized by KPB Ordinance 2026-\_\_ on \_\_\_\_\_, 2026, thereby merging all prior interests, if any, into one authorization governing the terms of use.

**IN WITNESS WHEREOF,** the parties have executed this Affidavit of Merger of Title as of the day and year first above written.

**AFFIANT:** Cooper Landing Community Club, Inc.  
an Alaska nonprofit corporation

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

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

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

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

**AFFIANT ACKNOWLEDGEMENT**

STATE OF ALASKA )  
) ss.  
THIRD JUDICIAL DISTRICT )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of the Cooper Landing Community Club, Inc., the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

\_\_\_\_\_  
Notary Public for State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

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:

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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 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<br>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>NK</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.

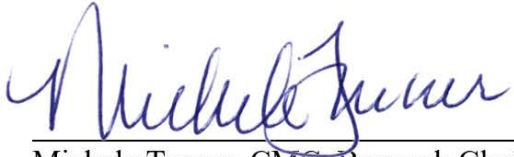
**SECTION 3.** That this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 12TH DAY OF NOVEMBER, 2024.**

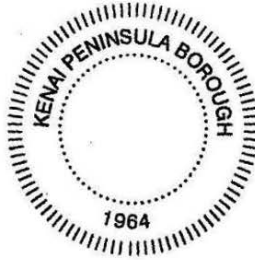


Peter Ribbens, Assembly President

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<br/>FUNDS/ACCOUNT VERIFIED</b> |                        |
| ACCOUNT: <u>100.27900</u>                            | AMT: <u>\$5,466</u>    |
| BY: <u><i>MT</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<br>FUNDS VERIFIED |                        |
| Acct. No. <u>490.27930</u>           | Amount <u>\$42,925</u> |
| By: <u><i>CY</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.**

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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*

**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  
*FUNDS VERIFIED*

Acct. No. 206.51110.XXXXX.48760/61990 Amt \$ 1,181.00

Acct. No. 207.51210.XXXXX.48760/61990 Amt \$ 1,252.00

Acct. No. 209.51410.XXXXX.48760/61990 Amt \$ 1,360.03

Acct. No. 212.51810.XXXXX.48760/61990 Amt \$ 1,276.17

By: CS \_\_\_\_\_ Date: 3/24/2026



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> |                                 |

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.**

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Ryan Tunseth, Assembly President

ATTEST:

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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)

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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.**

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Ryan Tunseth, Assembly President

ATTEST:

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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.

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

**KENAI PENINSULA BOROUGH  
RESOLUTION 2026-022**

**A RESOLUTION APPROVING TWENTY-SEVEN UNINCORPORATED  
COMMUNITIES FOR PARTICIPATION IN THE STATE’S FISCAL YEAR  
2027 COMMUNITY ASSISTANCE PROGRAM**

**WHEREAS,** the Community Assistance Program (CAP) as governed by AS 29.60.865 and 3 AAC 180.010 require the assembly of a borough or a unified municipality to adopt a resolution identifying those unincorporated communities located within their municipal boundaries that the assembly determines meet the CAP eligibility criteria established under AS 29.60.865, AS 29.60.879, and 3 AAC 180.110; and

**WHEREAS,** the unincorporated communities have either a Native village council or unincorporated non-profit entity within its boundaries that will agree to receive and spend the CAP payment for the public benefit of the unincorporated community; and

**WHEREAS,** AS 29.60.879(1) defines a community as a place in the KPB that is not incorporated as a municipality, that is not a reserve, and in which 25 or more individuals reside as a social unit; and

**WHEREAS,** at least three of the following required services—fire protection, emergency medical, water and sewer, solid waste management, public road or ice road maintenance, public health, and search and rescue—are generally available to all residents of the unincorporated community and each of the three services, in any combination, are provided by one or more qualifying Native village council or incorporated nonprofit entity or are substantially paid for by residents of the unincorporated community through taxes, charges, or assessments levied or authorized by the KPB; and

**WHEREAS,** AS 29.60.865(a) requires that eligible Native village councils must be willing to waive immunity from suit for claims arising out of activities of the council related to the payment;

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

**SECTION 1.** That the Assembly hereby determines that the following 27 unincorporated communities and their respective Native village council or incorporated nonprofit entities are eligible for funding under the State’s fiscal year 2027 CAP:

| <b>Unincorporated Community</b> | <b>Possible Community Recipient</b>                     |
|---------------------------------|---|
| Anchor Point                    | Anchor Kings Wrestling Club                             |
|                                 | Anchor Point Chamber of Commerce                        |
|                                 | Anchor Point Food Pantry                                |
|                                 | Anchor Point Public Library                             |
|                                 | Anchor Point Senior Citizens                            |
|                                 | Anchor Point VFW  |
|                                 | Snomads Inc.  |
| Bear Creek                      | Bear Creek Volunteer Fire & EMS                         |
|                                 | Seward Iditarod Trail Blazers                           |
|                                 | Seward Nordic Ski Club                                  |
| Clam Gulch                      | Caribou Hills Cabin Hoppers                             |
| Cohoe                           | MUSKEG Wellness   |
| Cooper Landing                  | Cooper Landing Community Club                           |
| Crown Point                     | Moose Pass Volunteer Fire & EMS (Crown Point Unit)      |
| Diamond Ridge                   | Homer Cycling Club                                      |
|                                 | Homer Trails Alliance                                   |
|                                 | Kachemak Emergency Services Member Association          |
|                                 | Kachemak Nordic Ski Club                                |
|                                 | Kachemak Ski Club                                       |
|                                 | Snomads Inc.  |
| Fritz Creek                     | Kachemak Emergency Services Member Association          |
|                                 | Kachemak Nordic Ski Club                                |
|                                 | McNeil Canyon Elementary School Community Council, Inc. |
|                                 | Snomads Inc.  |
| Fox River                       | Homer Cycling Club                                      |
|                                 | Kachemak Nordic Ski Club                                |
|                                 | Snomads Inc.  |
| Funny River                     | Funny River Chamber of Commerce                         |
| Hope                            | Hope Inc.   |
| Kachemak Selo                   | Village of Kachemak Selo Water Co., Inc.                |
| K-Beach                         | Bridges dba Kenai Peninsula Local Food Connection       |
|                                 | Kenai Peninsula Animal Lovers Rescue                    |
|                                 | Kenai Peninsula Food Bank                               |
|                                 | Love Inc  |
|                                 | Pathways Re-entry Center                                |
|                                 | Peninsula Spay & Neuter Fund                            |
|                                 | Tsalteshi Trails Association                            |
| Kasilof                         | Backcountry Horsemen of Alaska                          |
|                                 | Kasilof-Cohoe Cemetery Association                      |
|                                 | Kasilof Regional Historical Association                 |
|                                 | Lowell Point Community Council                          |
| Lowell Point                    | Moose Pass Volunteer Fire Co.                           |

|             |   |
|-------------|---|
| Moose Pass  | Moose Pass Chamber of Commerce and Visitor Bureau |
| Nikiski     | Get Thrifty                                       |
|             | Love Inc. - Kenai Peninsula Shelter of Hope       |
|             | Nikiski Community Council                         |
|             | North Road Pioneers                               |
|             | Nikiski Senior Center                             |
|             | North Star United Methodist Church                |
| Nikolaevsk  | Nikolaevsk, Inc.                                  |
| Ninilchik   | Bridges dba Ninilchik Saturday Lunch Program      |
|             | Kenai Peninsula Fair Association                  |
|             | Ninilchik Community Library                       |
|             | Ninilchik Senior Citizens                         |
| Primrose    | Moose Pass Volunteer Fire Co. (Primrose Unit)     |
| Port Graham | Port Graham Village Council                       |
| Razdolna    | Village of Razdolna, Inc.                         |
| Ridgeway    | TBD   |
| Seldovia    | Seldovia Village Tribe                            |
| Sterling    | Sterling Community Center, Inc.                   |
|             | Sterling Area Senior Citizens                     |
| Tyonek      | TBD   |
| Voznesenka  | Voznesenka Community Council, Inc.                |

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

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 21ST DAY OF APRIL, 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*

**DATE:** April 9, 2026

**RE:** Resolution 2026- 022 , Approving Twenty-Seven Unincorporated Communities for Participation in the State's Fiscal Year 2027 Community Assistance Program (Mayor)

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The Community Assistance Program (CAP) provides state funding for unincorporated communities to complete public projects or services through nonprofit or tribal entities that agree to be the fiduciary.

KPB is required to annually evaluate the eligibility of unincorporated communities, ensuring that the communities meet the required program regulations as outlined in the Alaska Administrative Code and the Alaska Statutes Title 29.

The eligibility requirements are generally available to all residents of the community:

1. Minimum population of 25 persons
2. Must provide three of the seven services below:
  - a. Fire protection
  - b. Emergency medical services
  - c. Water/Sewer
  - d. Solid waste management
  - e. Public road/ice road maintenance
  - f. Public health
  - g. Search & Rescue
3. Native or unincorporated nonprofits within the community must be willing to be the fiscal agent and provide the program or product(s) to the public.

The resolution will recognize twenty-seven unincorporated communities and entities eligible to participate in the FY2027 CAP, which must be submitted with KPB's application to the State of Alaska. The estimated amount to be allocated to each community is undetermined at this time. The Grants Administrator & Community Liaison will oversee the program and is currently working to identify eligible nonprofits in the communities of Ridgeway and Tyonek who agree to be a fiduciary for the grant funds.

Your consideration is appreciated.

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

**KENAI PENINSULA BOROUGH  
RESOLUTION 2026-021**

**A RESOLUTION APPROVING AN AUTOMATIC AID AGREEMENT  
AND OPERATIONAL PLAN BETWEEN THE KENAI PENINSULA  
BOROUGH AND THE CITY OF KENAI, ON BEHALF OF THE CENTRAL  
EMERGENCY SERVICE AREA, THE NIKISKI FIRE SERVICE AREA,  
AND KENAI FIRE DEPARTMENT**

**WHEREAS,** automatic aid agreements are a form of mutual aid agreements and their operational plans provide for automatic requests for additional resources to residents of the Kenai Peninsula in the form of fire response personnel and apparatus when required; and

**WHEREAS,** automatic aid agreements and operational plans are common in the fire and emergency service professions; and

**WHEREAS,** Alaska Statute 18.70.150 provides, “A city, other incorporated entity, and other fire protection groups may organize a mutual-aid program by adopting an ordinance or resolution authorizing and permitting their fire department, fire company, emergency relief squad, fire police squad, or fire patrol to go to the aid of another city, incorporated entity, or fire protection group, or territory outside of it[;]”; and

**WHEREAS,** the Agreement for Exchange of Automatic Aid (Agreement) and the Operational Plan between the Kenai Peninsula Borough (KPB) on behalf of the Central Emergency Service Area (CES) and the Nikiski Fire Service Area (NFSA), and the City of Kenai on behalf of the Kenai Fire Department (KFD) sets for response areas and terms of automatic aid; and

**WHEREAS,** all associated costs are borne by each responding agency, and in this manner, costs for manpower, materials, supplies, and equipment are exchanged between the agencies, ultimately resulting in service area funds being expended for the benefit of the service area; and

**WHEREAS,** for years, the operational plans have been considered as matters within the expertise of the agencies providing the automatic aid and, therefore, future amendments to the operational plans have been left to the discretion of the agencies; and

**WHEREAS,** the Agreement is for the provision of fire response services; and

**WHEREAS,** at its meeting on April 8, 2026, the NFSA Board recommended \_\_\_\_\_; and

**WHEREAS**, at its meeting on April 16, 2026, the CES Board recommended \_\_\_\_\_;  
and

**WHEREAS**, at its meeting on April 15, 2026, the Kenai City Council recommended  
\_\_\_\_\_ through Kenai Resolution \_\_\_\_\_;

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

**SECTION 1.** That the Agreement serves the best interests of KPB and its residents and is hereby approved. The Mayor is authorized to execute an automatic aid agreement substantially in the form of the attached Agreement.

**SECTION 2.** That the Operational Plan substantially in the form attached to the Agreement is hereby approved and the CES and NFSA Boards and Chiefs are hereby authorized to approve amendments to the Operational Plan with the Mayor’s approval without further review by the Assembly so long as any such amendments do not conflict with the Agreement.

**SECTION 3.** That this resolution is effective retroactively to December 31, 2025.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 21ST DAY OF APRIL, 2026.**

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

ATTEST:

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

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Central Emergency Service Area & Nikiksi Fire Service Area

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### MEMORANDUM

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

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

**FROM:** Roy Browning, Fire Chief, Central Emergency Service Area *RB*  
John Harris, Fire Chief, Nikiski Fire Service Area *JH*

**DATE:** April 9, 2026

**SUBJECT:** Resolution 2026-021, Approving an Automatic Aid Agreement and Operational Plan Between the Kenai Peninsula Borough and the City of Kenai, on Behalf of the Central Emergency Service Area, the Nikiski Fire Service Area, and Kenai Fire Department (Mayor)

---

The resolution would approve a renewed Agreement for Exchange of Automatic Aid (Agreement) and an updated Operational Plan between the Central Emergency Service Area, the Nikiski Fire Service Area, and the Kenai Fire Department for fire response services. The prior automatic aid agreement expired on December 31, 2025, so the resolution and the Agreement would be retroactively effective to that date, if approved.

Automatic aid agreements are a form of mutual aid agreements that allow for automatic requests between the agencies to assist each other with emergency responses. Assistance is through the provision of equipment and personnel as set forth in the automatic aid agreement and operational plan.

The Agreement is for automatic aid response of fire apparatus and personnel. The resolution would allow the Operational Plan, which details specific response procedures, to be modified in the future with the Mayor's approval and without Assembly approval as long as the changes do not conflict with the Agreement.

Your consideration is appreciated.

Attachments: Agreement  
Operational Plan

**AGREEMENT FOR EXCHANGE OF AUTOMATIC AID  
BETWEEN  
THE CITY OF KENAI, KENAI FIRE DEPARTMENT  
AND  
THE KENAI PENINSULA BOROUGH, CENTRAL EMERGENCY SERVICE AREA  
AND NIKISKI FIRE SERVICE AREA**

April 2026

**A. Parties and Agencies.**

The Parties to this Agreement for Exchange of Automatic Aid (Agreement) are the City of Kenai (Kenai) and the Kenai Peninsula Borough (KPB).

The Agencies covered by this Agreement are Kenai's Fire Department (KFD), KPB's Central Emergency Service Area (CES), and KPB's Nikiski Fire Service Area (Nikiski Fire). Each Agency provides fire and emergency medical services within their respective jurisdictions.

**B. Purpose.**

The purpose of this Agreement is to allow the Agencies to work cooperatively to allow for more efficient and wider coverage within their jurisdictions in order to provide greater life and safety coverage through efficient and timely reciprocal fire services response.

**C. Operational Plan**

The Operational Plan details the procedures for automatic aid responses rendered pursuant to this Agreement, including the personnel, equipment, and response areas for the exchange of automatic aid. The Operational Plan has been developed and signed by the Fire Chiefs of KFD, Nikiski Fire, and CES, and is attached as Attachment A and incorporated by reference into this Agreement.

The Operational Plan may be amended in writing as necessary and at the discretion of the Fire Chiefs of KFD, Nikiski Fire, and CES, and any such amendments will be automatically incorporated into this Agreement upon execution by all three Fire Chiefs.

**D. Term of Agreement and Termination**

1. This Agreement is retroactively effective to December 31, 2025, and will continue until December 31, 2030. This Agreement may be renewed in writing by both Parties for two (2) additional five (five) year terms. This Agreement cannot extend beyond fifteen (15) years.
2. Notwithstanding the above, either Party to this Agreement may terminate the Agreement by giving no less than thirty (30) days written notice to the other Party and upon the running of thirty (30) days from such written notice, this Agreement will terminate.

**E. Modification**

This Agreement may only be amended, modified, or changed by a writing executed by authorized representatives of the Parties.

**F. Responsibility for Costs.**

1. Each Party will provide to the other a reasonable, professional, and reciprocal exchange of fire response services on a day-to-day basis at no additional cost.
2. Each Party will bear its own costs for responding to an automatic aid request.

G. Liability

1. Neither Party or its personnel will be liable for failure to respond to an automatic aid request.
2. Each Party will be responsible for its own liabilities incurred by its Agencies traveling to the scene, at the scene, and returning to its station of origin.
3. In rendering emergency services under an automatic aid request, each Party will be responsible for its Agencies' acts and any liability incurred by such acts.
4. For purposes of this Agreement, each Party's employees shall be deemed to be the employees and agents of that Party only, and under no circumstances shall any employee be deemed to be an employee or agent of any other entity or the other Party.
5. All damages or repairs to any equipment or apparatus will be the responsibility of the Party that owns such equipment or apparatus, provided however that compensation for damages to equipment or apparatus that occurs during a natural disaster, a state of emergency, as declared by a local, state or federal governing authority, or any other incident for which state or federal aid is provided to the Party requesting aid, will be distributed to the Party providing aid in proportion to the level of actual involvement while providing automatic aid.
6. Nothing contained in this Agreement may be construed to be a waiver of either Party's qualified immunity, official immunity, or any other immunity or exemption from liability provided for by law.

H. Release of Claims

Except as provided in Section G(5) above, and to the extent allowed by law, both Parties agree to hold harmless and release the other Party from any and all liabilities, suits, claims, judgments, cost or demands for damage to its own property whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by either Party during the provision of service pursuant to this Agreement.

I. Injuries to Personnel

Any damage or other compensation which is required to be paid to either Party's employee or volunteer by reason of an injury occurring while the employee's or volunteer's services are being utilized pursuant to this Agreement will be the sole liability and responsibility of the Party regularly employing that person.

J. Miscellaneous

1. **No benefit to third parties.** This Agreement may not be construed as, nor deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties will have any right of action hereunder for any cause whatsoever.
2. **Conflict with laws.** Nothing in this Agreement is intended to conflict with Federal, State or local laws or regulations. If there are conflicts, this Agreement will be amended at the first opportunity to bring it into conformance with applicable laws or regulations.

3. **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.
4. **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.
5. **Entire agreement.** This Agreement and exhibit(s) constitute the entire agreement of the Parties and supersedes all prior offers, negotiations, and agreements with respect to the subject matter of this Agreement.
6. **Counterparts.** This Agreement may be executed in counterpart, and may be executed by way of facsimile or electronic signature in compliance with AS 09.80, and if so, each of which will be considered an original, all of which together will constitute one and the same instrument.

APPROVED:

**CITY OF KENAI**  
**Kenai Fire Department**

**KENAI PENINSULA BOROUGH**  
**Central Emergency Service Area**  
**Nikiski Fire Service Area**

\_\_\_\_\_  
 Terry Eubank, City Manager  
 Date: \_\_\_\_\_

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

\_\_\_\_\_  
 Jay Teague, Kenai Fire Chief  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Roy Browning, CES Fire Chief  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 John Harris, Nikiski Fire Chief  
 Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
 Shellie Saner, Kenai City Clerk

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

Approved as to form and legal sufficiency

Approved as to form and legal sufficiency

\_\_\_\_\_  
 Scott Bloom, Attorney for City of Kenai

\_\_\_\_\_  
 A. Walker Steinhage, Deputy Borough Attorney

# OPERATIONAL PLAN

## ATTACHMENT A

TO

THE AGREEMENT FOR EXCHANGE OF AUTOMATIC AID

BETWEEN

THE CITY OF KENAI, KENAI FIRE DEPARTMENT

AND

THE KENAI PENINSULA BOROUGH, CENTRAL EMERGENCY SERVICE AREA AND NIKISKI FIRE SERVICE AREA

This Operational Plan details the procedures for automatic aid responses, including the personnel, equipment, and response areas, rendered pursuant to the Agreement for Exchange of Automatic Aid (Agreement) between the City of Kenai (Kenai) on behalf of the Kenai Fire Department (KFD) and the Kenai Peninsula Borough (KPB) on behalf of KPB's Central Emergency Service Area (CES) and KPB's Nikiski Fire Service Area (Nikiski Fire).

### A. Amount and Types of Assistance:

#### 1. **KFD's Responsibilities:**

KFD will provide a tanker/pumper and at least three (3) personnel on a first fire alarm response. The response will be to an incident scene.

KFD's reciprocal response area for CES is defined as East and West Poppy Lane to the intersection of Kalifornsky Beach Road and the Sterling Highway (Mile 0, Kalifornsky Beach Road), and from Strawberry Road to Spruce and Frontier Drive and all roads connected thereto.

KFD's reciprocal response for Nikiski Fire will be Nikiski Fire's entire jurisdiction.

#### 2. **CES's Responsibilities:**

CES will provide a tanker/pumper and at least three (3) personnel on a first alarm fire response to KFD. The response will be to the incident scene.

CES's reciprocal response area for KFD will be to KFD's Districts 3 and 4.

CES will have no reciprocal response area for Nikiski Fire.

#### 3. **Nikiski Fire's Responsibilities**

Nikiski Fire will provide a tanker/pumper and at least three (3) personnel on a first alarm fire response to KFD. The response will be to the incident scene.

Nikiski Fire's reciprocal response will be to KFD's Districts 1 and 2.

Nikiski Fire will have no reciprocal response area for CES.

### B. Call-Out Procedures

1. Upon report of a first alarm fire to a 9-1-1 call center within the automatic aid response area, the 9-1-1 call center will request assistance from the appropriate reciprocating Agency.

2. Upon request for assistance, the reciprocating Agency will respond if: 1) the reciprocating Agency is available; 2) the reciprocating Agency is capable of aiding the incident as described to the 9-1-1 call center; and 3) the aid is within the authorized powers of the reciprocating Agency.
3. The reciprocating Agency will send the applicable equipment and personnel set forth in Sections A(1), A(2), or A(3) without delay and subject to the following conditions:
  - i. The reciprocating Agency must report to the Incident Commander (IC) and will be subject to the direction of the IC or Officer in Charge (OIC).
  - ii. The reciprocating Agency's personnel and equipment will be released as soon as its reciprocal services are no longer required or if the reciprocating Agency is needed to respond to an emergency within its home jurisdiction.
  - iii. If the reciprocating Agency is directed to backfill or staff another Agency's station, the requesting Agency will grant the reciprocating Agency access to the requesting Agency's station for appropriate parking of apparatus.
  - iv. Whenever the officials, employees, and/or volunteers from the reciprocating Agency are rendering reciprocal aid, such persons shall receive the same compensation and shall have the same powers, duties, rights, privileges, and immunities equal to their employment or position as if such aid were being rendered in their home jurisdiction.

#### C. Training

At a minimum, the Agencies will hold joint training exercises annually between each of the individual Agencies covered by this Agreement under the direction of the Agencies' Chiefs or the Agencies' Chiefs' Operations or Training Officers. Classroom instruction should be available upon request by each Agency.

#### D. Communications

1. **Radio.** Pre-programming will be entered into station alerting for automatic aid per department and district. The requesting Agency dispatch will call the responding Agency dispatch center to confirm it is aware automatic aid is needed. After initial automatic tone-out, the dispatcher for each Agency shall announce on the radio that automatic aid is needed at the address of the structure fire, in District 1, 2, 3, or 4. For the purposes of this Operational Plan, *District 1* is the area off of the Spur Highway from the intersection of Kenai Spur Road (KSR) and Sunset/Borgen Avenue to the intersection of KSR and Spruce Street and all roads connected thereto. *District 2* is the area from the intersection of KSR and Spruce Street to the intersection of KSR and McCullom/Tinker including Bridge Access Road (BAR) to the intersection of Beaver Loop Road (BLR) and all roads connected thereto. *District 3* is the area from Mile 3.4 KSR to the intersection of KSR and McCullom/Tinker including BLR to the midpoint on the East side of BLR and all roads connected thereto. *District 4* includes all of VIP Subdivision and BAR from the intersection of Kalifornsky Beach Road and BAR to the intersection of BAR and BLR and BLR to the midpoint on the West side of BLR and all roads connected thereto.
2. After notifying its dispatch center that it is enroute, the responding Agency will switch to the requesting Agency's dispatch channel, and advise the requesting Agency's dispatch that it is enroute.
3. In all cases, the responding Agency will communicate with Command unless advised

otherwise. Radio traffic will be kept to a minimum. Clear text will be used when possible.

E. Fire Incident Reporting.

Each Agency will be responsible for reporting the incident in accordance with that Agency's policy and procedures.

APPROVED:

**CITY OF KENAI**  
**Kenai Fire Department**

**KENAI PENINSULA BOROUGH**  
**Central Emergency Service Area**  
**Nikiski Fire Service Area**

\_\_\_\_\_  
Jay Teague, Kenai Fire Chief  
Date: \_\_\_\_\_

\_\_\_\_\_  
Roy Browning, CES Fire Chief  
Date: \_\_\_\_\_

\_\_\_\_\_  
John Harris, Nikiski Fire Chief  
Date: \_\_\_\_\_

Introduced by: Ecklund, Dunne  
Date: 04/21/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2026-023**

**A RESOLUTION URGING THE STATE LEGISLATURE TO PASS  
HOUSE BILL 374 RELATING TO THE BASE STUDENT ALLOCATION**

**WHEREAS,** the State of Alaska is constitutionally obligated to establish and maintain a system of public schools; and

**WHEREAS,** as per AS 29.35.160, the Kenai Peninsula Borough (KPB) is required to form a borough school district and to establish, maintain, and operate a system of public schools on an areawide basis; and

**WHEREAS,** AS 14.17.470 currently stipulates that the base student allocation (BSA) provided by the State is \$6,660; and

**WHEREAS,** even with the hard fought \$700 BSA increase last year our state is 61% behind where we should be due to the constant upward inflationary trend; and

**WHEREAS,** the State is currently providing about 57% of Kenai Peninsula Borough School District (KPBSD) education funding and local, KPB contributions make up a majority of the outstanding balance; and

**WHEREAS,** education is the single largest budgetary item for the KPB; and

**WHEREAS,** without continuing to provide school districts with predictable funding levels while incorporating policy measures that enhance the effectiveness and efficiency of Alaska's education system, the KPBSD will still be facing a budget deficit of \$8.6 million for FY27 which will require consolidating schools, increasing class size, and eliminating programs important to our students and community members; and

**WHEREAS,** HB 374 will increase the BSA to \$7,290; and

**WHEREAS,** any long-term education package must provide both stable, predictable funding increases and strategic improvements in student achievement and school operations;

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

**SECTION 1.** That the Assembly requests the State Legislature to pass House Bill 374, an act relating to the base student allocation.

**SECTION 2.** That the Assembly urges the Alaska Legislature and Governor Dunleavy to continue to prioritize a long-term, bipartisan solution for FY27 and beyond, providing school districts with predictable funding levels while incorporating policy measures that enhance the effectiveness and efficiency of Alaska’s education system.

**SECTION 3.** That copies of this resolution be sent to all Alaska State Legislators, Governor Dunleavy, and the Kenai Peninsula School District Board of Education.

**SECTION 4.** That copies of this resolution also be sent to all Kenai Peninsula Borough incorporated cities.

**SECTION 5.** That this resolution is effective immediately.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 21ST DAY OF APRIL, 2026.**

---

Ryan Tunseth, Assembly President

ATTEST:

---

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough Assembly

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## MEMORANDUM

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

**FROM:** Cindy Ecklund, Assembly Member (NW) for CE  
Willy Dunne, Assembly Member (W)

**DATE:** April 9, 2026

**SUBJECT:** Resolution 2026- 023, Urging the State Legislature to Pass House Bill 374  
Relating to the Base Student Allocation (Ecklund, Dunne)

---

The State of Alaska is constitutionally obligated to establish and maintain a system of public schools. as per AS 29.35.160, the KPB is required to form a borough school district and to establish, maintain, and operate a system of public schools on an areawide basis AS 14.17.470 currently stipulates that the base student allocation (BSA) provided by the State is \$6,660. HB 374 will increase the BSA to \$7,290

The State is currently providing about 57% of KPBSD education funding and local, KPB contributions make up a majority of the outstanding balance. Education is the single largest budgetary item for the KPB.

Without continuing to provide school districts with predictable funding levels while incorporating policy measures that enhance the effectiveness and efficiency of Alaska's education system, the KPBSD will still be facing a budget deficit of \$8.6 million for FY27 which will require consolidating schools, increasing class size, and eliminating programs important to our students and community members. Any long-term education package must provide both stable, predictable funding increases and strategic improvements in student achievement and school operations.

Your consideration is appreciated.

**HOUSE BILL NO. 374**

IN THE LEGISLATURE OF THE STATE OF ALASKA

THIRTY-FOURTH LEGISLATURE - SECOND SESSION

BY THE HOUSE EDUCATION COMMITTEE

Introduced: 3/4/26

Referred: Education, Finance

**A BILL****FOR AN ACT ENTITLED**

1 "An Act relating to the base student allocation; and providing for an effective date."

2 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

3 \* **Section 1.** AS 14.17.470 is amended to read:

4 **Sec. 14.17.470. Base student allocation.** The base student allocation is \$7,290  
5 [\$6,660].

6 \* **Sec. 2.** This Act takes effect July 1, 2026.

**HOUSE BILL NO. 374**

IN THE LEGISLATURE OF THE STATE OF ALASKA

THIRTY-FOURTH LEGISLATURE - SECOND SESSION

BY THE HOUSE EDUCATION COMMITTEE

Introduced: 3/4/26

Referred: Education, Finance

**A BILL****FOR AN ACT ENTITLED**1 **"An Act relating to the base student allocation; and providing for an effective date."**2 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**3 \* **Section 1.** AS 14.17.470 is amended to read:4 **Sec. 14.17.470. Base student allocation.** The base student allocation is \$7,290  
5 [\$6,660].6 \* **Sec. 2.** This Act takes effect July 1, 2026.

Introduced by:  
Date:  
Action:  
Vote:

Eicher  
04/21/26

**KENAI PENINSULA BOROUGH  
RESOLUTION 2026-024**

**A RESOLUTION URGING THE STATE SENATE TO PASS HOUSE BILL  
101 RAISING THE AGE OF CONSENT TO 18**

**WHEREAS,** HB 101 unanimously passed the House last session; and

**WHEREAS,** since that time the bill has been stuck in the Senate Judiciary Committee; and

**WHEREAS,** primarily, this bill will raise the age of consent from 16 to 18; and

**WHEREAS,** this bill will serve to protect minors from sex offenses by closing an age gap loophole in the law; and

**WHEREAS,** the Assembly finds that making this bill law serves the best interests of the public;

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

**SECTION 1.** That the Assembly requests the Senate to immediately hear and pass House Bill 101, an act relating to crimes against minors, raising the age of consent to 18.

**SECTION 3.** That copies of this resolution be sent to all Alaska State Legislators, Governor Dunleavy, and the Kenai Peninsula School District Board of Education.

**SECTION 4.** That copies of this resolution also be sent to all Kenai Peninsula Borough incorporated cities.

**SECTION 5.** That this resolution is effective immediately.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 21ST DAY OF APRIL, 2026.**

---

Ryan Tunseth, Assembly President

ATTEST:

---

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough Assembly

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## MEMORANDUM

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

**FROM:** Dale Eicher, Assembly Member *DE*

**DATE:** April 13, 2026

**SUBJECT:** Resolution 2026- 024 , Urging the State Senate to Pass House Bill 101 Raising the Age of Consent to 18 (Eicher)

---

I support this bill because it creates consistency where Alaska law currently does not. Different statutes use different age thresholds, especially 16 versus 18, when defining a minor. This bill standardizes that definition to under 18 across a wide range of laws, which makes the system more uniform and easier to apply.

It also reduces gaps where similar conduct can be treated differently depending on the statute. By aligning the age threshold, the bill will help protect children who are under the age of 18 and will ensure more consistent outcomes with clearer guidance for law enforcement and the courts.

From a basic standpoint, it also reflects what most people already believe is right. Individuals under 18 are still minors, and the law should treat them that way consistently. This bill aligns the statute with that understanding.

In addition, it updates provisions involving authority relationships and expands civil remedies for individuals who were abused as minors using the same under-18 standard. Overall, it is a structural cleanup that improves clarity and consistency while reinforcing a straightforward principle about protecting minors.

Your consideration is appreciated.

**CS FOR HOUSE BILL NO. 101(FIN)**

IN THE LEGISLATURE OF THE STATE OF ALASKA

THIRTY-FOURTH LEGISLATURE - SECOND SESSION

BY THE HOUSE FINANCE COMMITTEE

Offered: 4/28/25

Referred: Rules

Sponsor(s): REPRESENTATIVES GRAY, Bynum, Tomaszewski, Vance, Jimmie, Galvin, Schrage, Josephson, Fields, Mina, Story, Himschoot, Kopp, Nelson

SENATORS Gray-Jackson, Myers, Tilton, Kawasaki, Yundt, Bjorkman, Cronk, Merrick, Giessel

**A BILL**

**FOR AN ACT ENTITLED**

1 "An Act relating to civil claims by victims of sexual abuse of a minor; relating to  
2 homicide; relating to assault in the third degree; relating to stalking; relating to sexual  
3 abuse of a minor; relating to enticement of a minor; relating to endangering the welfare  
4 of a child; relating to indecent exposure; relating to sending an explicit image of a  
5 minor; relating to solicitation or production of an indecent picture of a minor; relating  
6 to distribution of indecent material to minors; relating to the testimony of children in  
7 criminal proceedings; relating to sentencing; and providing for an effective date."

8 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

9 \* **Section 1.** AS 09.55.650(a) is amended to read:

10 (a) A person who, as a minor under 18 [16] years of age, was the victim of  
11 sexual abuse may maintain an action for recovery of damages against the perpetrator  
12 of the act or acts of sexual abuse based on the perpetrator's intentional conduct for an  
13 injury or condition suffered as a result of the sexual abuse.

1 \* **Sec. 2.** AS 11.41.100(a) is amended to read:

2 (a) A person commits the crime of murder in the first degree if

3 (1) with intent to cause the death of another person, the person

4 (A) causes the death of any person; or

5 (B) compels or induces any person to commit suicide through  
6 duress or deception;

7 (2) the person knowingly engages in conduct directed toward a child  
8 under the age of **18** [16] and the person with criminal negligence inflicts serious  
9 physical injury on the child by at least two separate acts, and one of the acts results in  
10 the death of the child;

11 (3) acting alone or with one or more persons, the person commits or  
12 attempts to commit a sexual offense against or kidnapping of a child under **18** [16]  
13 years of age and, in the course of or in furtherance of the offense or in immediate  
14 flight from that offense, any person causes the death of the child; in this paragraph,  
15 "sexual offense" means an offense defined in AS 11.41.410 - 11.41.470;

16 (4) acting alone or with one or more persons, the person commits or  
17 attempts to commit criminal mischief in the first degree under AS 11.46.475 and, in  
18 the course of or in furtherance of the offense or in immediate flight from that offense,  
19 any person causes the death of a person other than one of the participants; or

20 (5) acting alone or with one or more persons, the person commits  
21 terroristic threatening in the first degree under AS 11.56.807 and, in the course of or in  
22 furtherance of the offense or in immediate flight from that offense, any person causes  
23 the death of a person other than one of the participants.

24 \* **Sec. 3.** AS 11.41.110(a) is amended to read:

25 (a) A person commits the crime of murder in the second degree if

26 (1) with intent to cause serious physical injury to another person or  
27 knowing that the conduct is substantially certain to cause death or serious physical  
28 injury to another person, the person causes the death of any person;

29 (2) the person knowingly engages in conduct that results in the death  
30 of another person under circumstances manifesting an extreme indifference to the  
31 value of human life;

1 (3) under circumstances not amounting to murder in the first degree  
 2 under AS 11.41.100(a)(3), while acting either alone or with one or more persons, the  
 3 person commits or attempts to commit arson in the first degree, kidnapping, sexual  
 4 assault in the first degree, sexual assault in the second degree, sexual abuse of a minor  
 5 in the first degree, sexual abuse of a minor in the second degree, burglary in the first  
 6 degree, escape in the first or second degree, robbery in any degree, or misconduct  
 7 involving a controlled substance under AS 11.71.010(a), 11.71.021(a), 11.71.030(a)(2)  
 8 or (9), or 11.71.040(a)(1) or (2) and, in the course of or in furtherance of that crime or  
 9 in immediate flight from that crime, any person causes the death of a person other than  
 10 one of the participants;

11 (4) acting with a criminal street gang, the person commits or attempts  
 12 to commit a crime that is a felony and, in the course of or in furtherance of that crime  
 13 or in immediate flight from that crime, any person causes the death of a person other  
 14 than one of the participants;

15 (5) the person with criminal negligence causes the death of a child  
 16 under the age of 18 [16], and the person has been previously convicted of a crime  
 17 involving a child under the age of 18 [16] that was

18 (A) a felony violation of AS 11.41;

19 (B) in violation of a law or ordinance in another jurisdiction  
 20 with elements similar to a felony under AS 11.41; or

21 (C) an attempt, a solicitation, or a conspiracy to commit a  
 22 crime listed in (A) or (B) of this paragraph; or

23 (6) the person knowingly manufactures or delivers a controlled  
 24 substance in violation of AS 11.71.010 or 11.71.021, and another person dies as a  
 25 direct result of ingestion of the controlled substance; the death is a result that does not  
 26 require a culpable mental state.

27 \* **Sec. 4.** AS 11.41.220(a) is amended to read:

28 (a) A person commits the crime of assault in the third degree if that person

29 (1) recklessly

30 (A) places another person in fear of imminent serious physical  
 31 injury by means of a dangerous instrument;

1 (B) causes physical injury to another person by means of a  
2 dangerous instrument; or

3 (C) while being 18 years of age or older,

4 (i) causes physical injury to a child under 12 years of  
5 age and the injury would cause a reasonable caregiver to seek medical  
6 attention from a health care professional in the form of diagnosis or  
7 treatment;

8 (ii) causes physical injury to a child under 12 years of  
9 age on more than one occasion;

10 (2) with intent to place another person in fear of death or serious  
11 physical injury to the person or the person's family member, makes repeated threats to  
12 cause death or serious physical injury to another person;

13 (3) while being 18 years of age or older, knowingly causes physical  
14 injury to a child **who is** under **18** [16] years of age but at least 12 years of age **and at**  
15 **least two years younger than the offender** and the injury reasonably requires  
16 medical treatment;

17 (4) with criminal negligence, causes serious physical injury under  
18 AS 11.81.900(b)(60)(B) to another person by means of a dangerous instrument; or

19 (5) commits a crime that is a violation of AS 11.41.230(a)(1) or (2)  
20 and, within the preceding 10 years, the person was convicted on two or more separate  
21 occasions of crimes under

22 (A) AS 11.41.100 - 11.41.170;

23 (B) AS 11.41.200 - 11.41.220, 11.41.230(a)(1) or (2),  
24 11.41.280, or 11.41.282;

25 (C) AS 11.41.260 or 11.41.270;

26 (D) AS 11.41.410, 11.41.420, or 11.41.425(a)(1); or

27 (E) a law or ordinance of this or another jurisdiction with  
28 elements similar to those of an offense described in (A) - (D) of this paragraph.

29 \* **Sec. 5.** AS 11.41.220(b) is amended to read:

30 (b) In a prosecution under (a)(3) of this section, it is an affirmative defense  
31 that, at the time of the alleged offense, the defendant reasonably believed the victim to

1 be 18 [16] years of age or older, unless the victim was under 13 years of age at the  
2 time of the alleged offense.

3 \* **Sec. 6.** AS 11.41.260(a) is amended to read:

4 (a) A person commits the crime of stalking in the first degree if the person  
5 violates AS 11.41.270 and

6 (1) the actions constituting the offense are in violation of an order  
7 issued or filed under AS 18.65.850 - 18.65.870 or AS 18.66.100 - 18.66.180 or issued  
8 under former AS 25.35.010(b) or 25.35.020;

9 (2) the actions constituting the offense are in violation of a condition of  
10 probation, release before trial, release after conviction, or parole;

11 (3) the victim is under 18 [16] years of age;

12 (4) at any time during the course of conduct constituting the offense,  
13 the defendant possessed a deadly weapon;

14 (5) the defendant has been previously convicted of a crime under this  
15 section, AS 11.41.270, or AS 11.56.740, or a law or ordinance of this or another  
16 jurisdiction with elements similar to a crime under this section, AS 11.41.270, or  
17 AS 11.56.740; or

18 (6) the defendant has been previously convicted of a crime, or an  
19 attempt or solicitation to commit a crime, under (A) AS 11.41.100 - 11.41.250,  
20 11.41.300 - 11.41.460, AS 11.56.807, 11.56.810, AS 11.61.118, 11.61.120, or (B) a  
21 law or an ordinance of this or another jurisdiction with elements similar to a crime, or  
22 an attempt or solicitation to commit a crime, under AS 11.41.100 - 11.41.250,  
23 11.41.300 - 11.41.460, AS 11.56.807, 11.56.810, AS 11.61.118, or 11.61.120,  
24 involving the same victim as the present offense.

25 \* **Sec. 7.** AS 11.41.434(a) is amended to read:

26 (a) An offender commits the crime of sexual abuse of a minor in the first  
27 degree if

28 (1) being 16 years of age or older, the offender engages in sexual  
29 penetration with a person who is under 13 years of age or aids, induces, causes, or  
30 encourages a person who is under 13 years of age to engage in sexual penetration with  
31 another person;

1 (2) being 18 years of age or older, the offender engages in sexual  
 2 penetration with a person who is under 18 years of age, and the offender is the victim's  
 3 natural parent, stepparent, adopted parent, or legal guardian; or

4 (3) being 18 years of age or older, the offender engages in sexual  
 5 penetration with a person who is under 18 [16] years of age **and at least two years**  
 6 **younger than the offender**, and

7 (A) the victim at the time of the offense is residing in the same  
 8 household as the offender and the offender has authority over the victim; or

9 (B) the offender occupies a position of authority in relation to  
 10 the victim.

11 \* **Sec. 8.** AS 11.41.436(a) is amended to read:

12 (a) An offender commits the crime of sexual abuse of a minor in the second  
 13 degree if,

14 (1) being 17 years of age or older,

15 (A) the offender engages in sexual penetration with a person  
 16 who is

17 (i) 13, 14, or 15 years of age and at least four years  
 18 younger than the offender; **or**

19 (ii) **16 or 17 years of age and at least six years**  
 20 **younger than the offender**; [,] or

21 (B) aids, induces, causes, or encourages a person who is 13, 14,  
 22 or 15 years of age and at least four years younger than the offender to engage  
 23 in sexual penetration with another person;

24 (2) being 16 years of age or older, the offender engages in sexual  
 25 contact with a person who is under 13 years of age or aids, induces, causes, or  
 26 encourages a person under 13 years of age to engage in sexual contact with another  
 27 person;

28 (3) being 18 years of age or older, the offender engages in sexual  
 29 contact with a person who is under 18 years of age, and the offender is the victim's  
 30 natural parent, stepparent, adopted parent, or legal guardian;

31 (4) being 16 years of age or older, the offender aids, induces, causes,

1 or encourages a person who is under 16 years of age to engage in conduct described in  
2 AS 11.41.455(a)(2) - (6);

3 (5) being 18 years of age or older, the offender engages in sexual  
4 contact with a person who is under **18** [16] years of age **and at least two years**  
5 **younger than the offender**, and

6 (A) the victim at the time of the offense is residing in the same  
7 household as the offender and the offender has authority over the victim; or

8 (B) the offender occupies a position of authority in relation to  
9 the victim;

10 (6) being 18 years of age or older, the offender engages in sexual  
11 penetration with a person who is 16 or 17 years of age and at least three years younger  
12 than the offender, and the offender occupies a position of authority in relation to the  
13 victim; or

14 (7) being under 16 years of age, the offender engages in sexual  
15 penetration with a person who is under 13 years of age and at least three years younger  
16 than the offender.

17 \* **Sec. 9.** AS 11.41.438(a) is amended to read:

18 (a) An offender commits the crime of sexual abuse of a minor in the third  
19 degree if being 17 years of age or older, the offender engages in sexual contact with a  
20 person who is

21 **(1)** 13, 14, or 15 years of age and at least four years younger than the  
22 offender; **or**

23 **(2)** **16 or 17 years of age and at least six years younger than the**  
24 **offender.**

25 \* **Sec. 10.** AS 11.41.452(a) is amended to read:

26 (a) **An offender** [A PERSON] commits the crime of enticement of a minor if  
27 the **offender** [PERSON], being 18 years of age or older, knowingly communicates  
28 with another person to entice, solicit, or encourage the person to engage in an act  
29 described in AS 11.41.455(a)(1) - (7) and

30 (1) the other person is a child under **18** [16] years of age **and at least**  
31 **two years younger than the offender**; or

1 (2) the **offender** [PERSON] believes that the other person is a child  
 2 under **18** [16] years of age **and at least two years younger than the offender.**

3 \* **Sec. 11.** AS 11.41.452(b) is amended to read:

4 (b) In a prosecution under (a)(2) of this section, it is not a defense that the  
 5 person enticed, solicited, or encouraged was not actually a child under **18** [16] years of  
 6 age.

7 \* **Sec. 12.** AS 11.41.452(e) is amended to read:

8 (e) Enticement of a minor is a class A felony if the **offender** [DEFENDANT]  
 9 was, at the time of the offense, required to register as a sex offender or child kidnapper  
 10 under AS 12.63 or a similar law of another jurisdiction.

11 \* **Sec. 13.** AS 11.41.458(b) is amended to read:

12 (b) Indecent exposure in the first degree

13 (1) is a class C felony; or

14 (2) is a class B felony if the offense occurs within the observation of a  
 15 person under **18** [16] years of age.

16 \* **Sec. 14.** AS 11.41.460(b) is amended to read:

17 (b) Indecent exposure in the second degree before a person under **18** [16]  
 18 years of age is a class A misdemeanor. Indecent exposure in the second degree before  
 19 a person **18** [16] years of age or older is a class B misdemeanor.

20 \* **Sec. 15.** AS 11.51.100(a) is amended to read:

21 (a) A person commits the crime of endangering the welfare of a child in the  
 22 first degree if, being a parent, guardian, or other person legally charged with the care  
 23 of a child under **18** [16] years of age, the person

24 (1) intentionally deserts the child in a place under circumstances  
 25 creating a substantial risk of physical injury to the child;

26 (2) leaves the child with another person who is not a parent, guardian,  
 27 or lawful custodian of the child knowing that the person is

28 (A) registered or required to register as a sex offender or child  
 29 kidnapper under AS 12.63 or a law or ordinance in another jurisdiction with  
 30 similar requirements;

31 (B) charged by complaint, information, or indictment with a

1 violation of AS 11.41.410 - 11.41.455 or a law or ordinance in another  
2 jurisdiction with similar elements; or

3 (C) charged by complaint, information, or indictment with an  
4 attempt, solicitation, or conspiracy to commit a crime described in (B) of this  
5 paragraph;

6 (3) leaves the child with another person knowing that the person has  
7 previously physically mistreated or had sexual contact with any child, and the other  
8 person causes physical injury to or engages in sexual contact with the child; or

9 (4) recklessly fails to provide an adequate quantity of food or liquids to  
10 a child, causing protracted impairment of the child's health.

11 \* **Sec. 16.** AS 11.61.116(a) is amended to read:

12 (a) A person commits the offense of sending an explicit image of a minor if  
13 the person, with intent to annoy or humiliate another person, distributes an electronic  
14 photograph or video that depicts the genitals, anus, or female breast of that other  
15 person taken when that person was a minor under 18 [16] years of age.

16 \* **Sec. 17.** AS 11.61.124(a) is amended to read:

17 (a) An offender commits the crime of solicitation or production of an indecent  
18 picture of a minor if, under circumstances not proscribed under AS 11.41.455 or  
19 AS 11.61.123, the offender being 18 years of age or older

20 (1) solicits a picture of the genitals, anus, or female breast of another  
21 person and the

22 (A) person solicited is under 18 [16] years of age and at least  
23 four years younger than the offender; or

24 (B) offender believes that the other person is under 18 [16]  
25 years of age and at least four years younger than the offender; or

26 (2) produces a picture of the genitals, anus, or female breast of another  
27 person and the

28 (A) person shown in the picture is under 18 [16] years of age  
29 and at least four years younger than the offender; or

30 (B) offender believes that the other person is under 18 [16]  
31 years of age and at least four years younger than the offender.

1 \* **Sec. 18.** AS 11.61.124(b) is amended to read:

2 (b) In a prosecution under (a) of this section, it is not a defense that the person  
3 solicited or shown in the picture was not actually a person under **18** [16] years of age  
4 and at least four years younger than the offender.

5 \* **Sec. 19.** AS 11.61.128(a) is amended to read:

6 (a) **An offender** [A PERSON] commits the crime of distribution of indecent  
7 material to minors if

8 (1) the **offender** [PERSON], being 18 years of age or older,  
9 intentionally distributes or possesses with intent to distribute any material described in  
10 (2) and (3) of this subsection to either

11 (A) a child **who** [THAT] the **offender** [PERSON] knows is  
12 under **18** [16] years of age **and at least two years younger than the offender;**  
13 or

14 (B) another person that the **offender** [PERSON] believes is a  
15 child under **18** [16] years of age **and at least two years younger than the**  
16 **offender;**

17 (2) the **offender** [PERSON] knows that the material depicts the  
18 following actual or simulated conduct:

19 (A) sexual penetration;

20 (B) the lewd touching of a person's genitals, anus, or female  
21 breast;

22 (C) masturbation;

23 (D) bestiality;

24 (E) the lewd exhibition of a person's genitals, anus, or female  
25 breast; or

26 (F) sexual masochism or sadism; and

27 (3) the material is harmful to minors.

28 \* **Sec. 20.** AS 11.61.128(b) is amended to read:

29 (b) In this section, it is not a defense that the victim was not actually under **18**  
30 [16] years of age.

31 \* **Sec. 21.** AS 11.61.128(c) is amended to read:

1 (c) In this section, "harmful to minors" means

2 (1) the average individual, applying contemporary community  
3 standards, would find that the material, taken as a whole, appeals to the prurient  
4 interest in sex for persons under 18 [16] years of age;

5 (2) a reasonable person would find that the material, taken as a whole,  
6 lacks serious literary, artistic, educational, political, or scientific value for persons  
7 under 18 [16] years of age; and

8 (3) the material depicts actual or simulated conduct in a way that is  
9 patently offensive to the prevailing standards in the adult community as a whole with  
10 respect to what is suitable for persons under 18 [16] years of age.

11 \* **Sec. 22.** AS 11.61.128(e) is amended to read:

12 (e) Distribution of indecent material to minors is a class B felony if the  
13 offender [DEFENDANT] was, at the time of the offense, required to register as a sex  
14 offender or child kidnapper under AS 12.63 or a similar law of another jurisdiction.

15 \* **Sec. 23.** AS 12.45.046(a) is amended to read:

16 (a) In a criminal proceeding under AS 11.41 involving the prosecution of an  
17 offense committed against a child under the age of 18 [16], or witnessed by a child  
18 under the age of 18 [16], the court

19 (1) may appoint a guardian ad litem for the child;

20 (2) on its own motion or on the motion of the party presenting the  
21 witness or the guardian ad litem of the child, may order that the testimony of the child  
22 be taken by closed circuit television or through one-way mirrors if the court  
23 determines that the testimony by the child victim or witness under normal court  
24 procedures would result in the child's inability to effectively communicate.

25 \* **Sec. 24.** AS 12.55.125(b) is amended to read:

26 (b) A defendant convicted of attempted murder in the first degree, solicitation  
27 to commit murder in the first degree, conspiracy to commit murder in the first degree,  
28 kidnapping, or misconduct involving a controlled substance in the first degree shall be  
29 sentenced to a definite term of imprisonment of at least five years but not more than  
30 99 years. A defendant convicted of murder in the second degree or murder of an  
31 unborn child under AS 11.41.150(a)(2) - (4) shall be sentenced to a definite term of

1 imprisonment of at least 15 years but not more than 99 years. A defendant convicted  
 2 of murder in the second degree shall be sentenced to a definite term of imprisonment  
 3 of at least 20 years but not more than 99 years when the defendant is convicted of the  
 4 murder of a child under **18** [16] years of age and the court finds by clear and  
 5 convincing evidence that the defendant (1) was a natural parent, a stepparent, an  
 6 adoptive parent, a legal guardian, or a person occupying a position of authority in  
 7 relation to the child; or (2) caused the death of the child by committing a crime against  
 8 a person under AS 11.41.200 - 11.41.530. In this subsection, "legal guardian" and  
 9 "position of authority" have the meanings given in AS 11.41.470.

10 \* **Sec. 25.** AS 12.55.125(d) is amended to read:

11 (d) Except as provided in (i) of this section, a defendant convicted of a class B  
 12 felony may be sentenced to a definite term of imprisonment of not more than 10 years,  
 13 and shall be sentenced to a definite term within the following presumptive ranges,  
 14 subject to adjustment as provided in AS 12.55.155 - 12.55.175:

15 (1) if the offense is a first felony conviction and does not involve  
 16 circumstances described in (2) of this subsection, one to three years; a defendant  
 17 sentenced under this paragraph may, if the court finds it appropriate, be granted a  
 18 suspended imposition of sentence under AS 12.55.085 if, as a condition of probation  
 19 under AS 12.55.086, the defendant is required to serve an active term of imprisonment  
 20 within the range specified in this paragraph, unless the court finds that a mitigation  
 21 factor under AS 12.55.155 applies;

22 (2) if the offense is a first felony conviction,

23 (A) the defendant violated AS 11.41.130, and the victim was a  
 24 child under **18** [16] years of age, two to four years;

25 (B) two to four years if the conviction is for attempt,  
 26 solicitation, or conspiracy to manufacture related to methamphetamine under  
 27 AS 11.31 and AS 11.71.021(a)(2)(A) or (B), and

28 (i) the attempted manufacturing occurred, or the  
 29 solicited or conspired offense was to have occurred, in a building with  
 30 reckless disregard that the building was used as a permanent or  
 31 temporary home or place of lodging for one or more children under 18

1 years of age or the building was a place frequented by children; or

2 (ii) in the course of an attempt to manufacture, the  
3 defendant obtained the assistance of one or more children under 18  
4 years of age or one or more children were present;

5 (3) if the offense is a second felony conviction, three to seven years;

6 (4) if the offense is a third felony conviction, six to 10 years.

7 \* **Sec. 26.** AS 12.55.145(a) is amended to read:

8 (a) For purposes of considering prior convictions in imposing sentence under

9 (1) AS 12.55.125(c), (d), or (e),

10 (A) a prior conviction may not be considered if a period of 10  
11 or more years has elapsed between the date of the defendant's unconditional  
12 discharge on the immediately preceding offense and commission of the present  
13 offense unless the prior conviction was for an unclassified or class A felony;

14 (B) a conviction in this or another jurisdiction of an offense  
15 having elements similar to those of a felony defined as such under Alaska law  
16 at the time the offense was committed is considered a prior felony conviction;

17 (C) two or more convictions arising out of a single, continuous  
18 criminal episode during which there was no substantial change in the nature of  
19 the criminal objective are considered a single conviction unless the defendant  
20 was sentenced to consecutive sentences for the crimes; offenses committed  
21 while attempting to escape or avoid detection or apprehension after the  
22 commission of another offense are not part of the same criminal episode or  
23 objective;

24 (2) AS 12.55.125(l),

25 (A) a conviction in this or another jurisdiction of an offense  
26 having elements similar to those of a most serious felony is considered a prior  
27 most serious felony conviction;

28 (B) commission of and conviction for offenses relied on as  
29 prior most serious felony offenses must occur in the following order:  
30 conviction for the first offense must occur before commission of the second  
31 offense, and conviction for the second offense must occur before commission

1 of the offense for which the defendant is being sentenced;

2 (3) AS 12.55.135(g),

3 (A) a prior conviction may not be considered if a period of five  
4 or more years has elapsed between the date of the defendant's unconditional  
5 discharge on the immediately preceding offense and commission of the present  
6 offense unless the prior conviction was for an unclassified or class A felony;

7 (B) a conviction in this or another jurisdiction of an offense  
8 having elements similar to those of a crime against a person or a crime  
9 involving domestic violence is considered a prior conviction;

10 (C) two or more convictions arising out of a single, continuous  
11 criminal episode during which there was no substantial change in the nature of  
12 the criminal objective are considered a single conviction unless the defendant  
13 was sentenced to consecutive sentences for the crimes; offenses committed  
14 while attempting to escape or avoid detection or apprehension after the  
15 commission of another offense are not part of the same criminal episode or  
16 objective;

17 (4) AS 12.55.125(i),

18 (A) a conviction in this or another jurisdiction of an offense  
19 having elements similar to those of a sexual felony is a prior conviction for a  
20 sexual felony;

21 (B) a felony conviction in another jurisdiction making it a  
22 crime to commit any lewd and lascivious act on a child under the age of **18**  
23 [16] years, with the intent of arousing, appealing to, or gratifying the sexual  
24 desires of the defendant or the victim is a prior conviction for a sexual felony;

25 (C) two or more convictions arising out of a single, continuous  
26 criminal episode during which there was no substantial change in the nature of  
27 the criminal objective are considered a single conviction unless the defendant  
28 was sentenced to consecutive sentences for the crimes; offenses committed  
29 while attempting to escape or avoid detection or apprehension after the  
30 commission of another offense are not part of the same criminal episode or  
31 objective;

1 (D) a conviction in this or another jurisdiction of an offense  
 2 having elements similar to those of a felony defined as such under Alaska law  
 3 at the time the offense was committed is considered a prior felony conviction.

4 \* **Sec. 27.** AS 12.55.155(c) is amended to read:

5 (c) The following factors shall be considered by the sentencing court if proven  
 6 in accordance with this section, and may allow imposition of a sentence above the  
 7 presumptive range set out in AS 12.55.125:

8 (1) a person, other than an accomplice, sustained physical injury as a  
 9 direct result of the defendant's conduct;

10 (2) the defendant's conduct during the commission of the offense  
 11 manifested deliberate cruelty to another person;

12 (3) the defendant was the leader of a group of three or more persons  
 13 who participated in the offense;

14 (4) the defendant employed a dangerous instrument in furtherance of  
 15 the offense;

16 (5) the defendant knew or reasonably should have known that the  
 17 victim of the offense was particularly vulnerable or incapable of resistance due to  
 18 advanced age, disability, ill health, homelessness, consumption of alcohol or drugs, or  
 19 extreme youth or was for any other reason substantially incapable of exercising  
 20 normal physical or mental powers of resistance;

21 (6) the defendant's conduct created a risk of imminent physical injury  
 22 to three or more persons, other than accomplices;

23 (7) a prior felony conviction considered for the purpose of invoking a  
 24 presumptive range under this chapter was of a more serious class of offense than the  
 25 present offense;

26 (8) the defendant's prior criminal history includes conduct involving  
 27 aggravated assaultive behavior, repeated instances of assaultive behavior, repeated  
 28 instances of cruelty to animals proscribed under AS 11.61.140(a)(1) and (3) - (5), or a  
 29 combination of assaultive behavior and cruelty to animals proscribed under  
 30 AS 11.61.140(a)(1) and (3) - (5); in this paragraph, "aggravated assaultive behavior"  
 31 means assault that is a felony under AS 11.41, or a similar provision in another

1 jurisdiction;

2 (9) the defendant knew that the offense involved more than one victim;

3 (10) the conduct constituting the offense was among the most serious  
4 conduct included in the definition of the offense;

5 (11) the defendant committed the offense under an agreement that the  
6 defendant either pay or be paid for the commission of the offense, and the pecuniary  
7 incentive was beyond that inherent in the offense itself;

8 (12) the defendant was on release under AS 12.30 for another felony  
9 charge or conviction or for a misdemeanor charge or conviction having assault as a  
10 necessary element;

11 (13) the defendant knowingly directed the conduct constituting the  
12 offense at an active officer of the court or at an active or former judicial officer,  
13 prosecuting attorney, law enforcement officer, correctional employee, firefighter,  
14 emergency medical technician, paramedic, ambulance attendant, or other emergency  
15 responder during or because of the exercise of official duties;

16 (14) the defendant was a member of an organized group of five or  
17 more persons, and the offense was committed to further the criminal objectives of the  
18 group;

19 (15) the defendant has three or more prior felony convictions;

20 (16) the defendant's criminal conduct was designed to obtain  
21 substantial pecuniary gain and the risk of prosecution and punishment for the conduct  
22 is slight;

23 (17) the offense was one of a continuing series of criminal offenses  
24 committed in furtherance of illegal business activities from which the defendant  
25 derives a major portion of the defendant's income;

26 (18) the offense was a felony

27 (A) specified in AS 11.41 and was committed against a spouse,  
28 a former spouse, or a member of the social unit made up of those living  
29 together in the same dwelling as the defendant;

30 (B) specified in AS 11.41.410 - 11.41.458 and the defendant  
31 has engaged in the same or other conduct prohibited by a provision of

1 AS 11.41.410 - 11.41.460 involving the same or another victim;

2 (C) specified in AS 11.41 that is a crime involving domestic  
3 violence and was committed in the physical presence or hearing of a child  
4 under 18 [16] years of age who was, at the time of the offense, living within  
5 the residence of the victim, the residence of the perpetrator, or the residence  
6 where the crime involving domestic violence occurred;

7 (D) specified in AS 11.41 and was committed against a person  
8 with whom the defendant has a dating relationship or with whom the defendant  
9 has engaged in a sexual relationship; or

10 (E) specified in AS 11.41.434 - 11.41.458 or AS 11.61.128 and  
11 the defendant was 10 or more years older than the victim;

12 (19) the defendant's prior criminal history includes an adjudication as a  
13 delinquent for conduct that would have been a felony if committed by an adult;

14 (20) the defendant was on furlough under AS 33.30 or on parole or  
15 probation for another felony charge or conviction that would be considered a prior  
16 felony conviction under AS 12.55.145(a)(1)(B);

17 (21) the defendant has a criminal history of repeated instances of  
18 conduct violative of criminal laws, whether punishable as felonies or misdemeanors,  
19 similar in nature to the offense for which the defendant is being sentenced under this  
20 section;

21 (22) the defendant knowingly directed the conduct constituting the  
22 offense at a victim because of that person's race, sex, color, creed, physical or mental  
23 disability, ancestry, or national origin;

24 (23) the defendant is convicted of an offense specified in AS 11.71 and

25 (A) the offense involved the delivery of a controlled substance  
26 under circumstances manifesting an intent to distribute the substance as part of  
27 a commercial enterprise; or

28 (B) at the time of the conduct resulting in the conviction, the  
29 defendant was caring for or assisting in the care of a child under 10 years of  
30 age;

31 (24) the defendant is convicted of an offense specified in AS 11.71 and

1 the offense involved the transportation of controlled substances into the state;

2 (25) the defendant is convicted of an offense specified in AS 11.71 and  
3 the offense involved large quantities of a controlled substance;

4 (26) the defendant is convicted of an offense specified in AS 11.71 and  
5 the offense involved the distribution of a controlled substance that had been  
6 adulterated with a toxic substance;

7 (27) the defendant, being 18 years of age or older,

8 (A) is legally accountable under AS 11.16.110(2) for the  
9 conduct of a person who, at the time the offense was committed, was under 18  
10 years of age and at least three years younger than the defendant; or

11 (B) is aided or abetted in planning or committing the offense by  
12 a person who, at the time the offense was committed, was under 18 years of  
13 age and at least three years younger than the defendant;

14 (28) the victim of the offense is a person who provided testimony or  
15 evidence related to a prior offense committed by the defendant;

16 (29) the defendant committed the offense for the benefit of, at the  
17 direction of, or in association with a criminal street gang;

18 (30) the defendant is convicted of an offense specified in AS 11.41.410  
19 - 11.41.455, and the defendant knowingly supplied alcohol or a controlled substance to  
20 the victim in furtherance of the offense with the intent to make the victim  
21 incapacitated; in this paragraph, "incapacitated" has the meaning given in  
22 AS 11.41.470;

23 (31) the defendant's prior criminal history includes convictions for five  
24 or more crimes in this or another jurisdiction that are class A misdemeanors under the  
25 law of this state, or having elements similar to a class A misdemeanor; two or more  
26 convictions arising out of a single continuous episode are considered a single  
27 conviction; however, an offense is not a part of a continuous episode if committed  
28 while attempting to escape or resist arrest or if it is an assault on a uniformed or  
29 otherwise clearly identified peace officer or correctional employee; notice and denial  
30 of convictions are governed by AS 12.55.145(b) - (d);

31 (32) the offense is a violation of AS 11.41 or AS 11.46.400 and the

1 offense occurred on school grounds, on a school bus, at a school-sponsored event, or  
 2 in the administrative offices of a school district if students are educated at that office;  
 3 in this paragraph,

4 (A) "school bus" has the meaning given in AS 11.71.900;

5 (B) "school district" has the meaning given in AS 47.07.063;

6 (C) "school grounds" has the meaning given in AS 11.71.900;

7 (33) the offense was a felony specified in AS 11.41.410 - 11.41.455,  
 8 the defendant had been previously diagnosed as having or having tested positive for  
 9 HIV or AIDS, and the offense either (A) involved penetration, or (B) exposed the  
 10 victim to a risk or a fear that the offense could result in the transmission of HIV or  
 11 AIDS; in this paragraph, "HIV" and "AIDS" have the meanings given in  
 12 AS 18.15.310;

13 (34) the defendant committed the offense on, or to affect persons or  
 14 property on, the premises of a recognized shelter or facility providing services to  
 15 victims of domestic violence or sexual assault;

16 (35) the defendant knowingly directed the conduct constituting the  
 17 offense at a victim because that person was 65 years of age or older;

18 (36) the defendant committed the offense at a health care facility and  
 19 knowingly directed the conduct constituting the offense at a medical professional  
 20 during or because of the medical professional's exercise of professional duties; in this  
 21 paragraph,

22 (A) "health care facility" has the meaning given in  
 23 AS 18.07.111;

24 (B) "medical professional" has the meaning given in  
 25 AS 12.55.135(k);

26 (37) the defendant knowingly caused the victim to become  
 27 unconscious by means of a dangerous instrument; in this paragraph, "dangerous  
 28 instrument" has the meaning given in AS 11.81.900(b)(16)(B).

29 \* **Sec. 28.** AS 12.63.020(a) is amended to read:

30 (a) The duty of a sex offender or child kidnapper to comply with the  
 31 requirements of AS 12.63.010 is as follows:

1 (1) for a sex offender or child kidnapper, as that term is defined in  
2 AS 12.63.100(6)(A), for each sex offense or child kidnapping, the duty

3 (A) continues for the lifetime of a sex offender or child  
4 kidnapper convicted of

5 (i) one aggravated sex offense; or

6 (ii) two or more sex offenses, two or more child  
7 kidnappings, or one sex offense and one child kidnapping; for purposes  
8 of this section, a person convicted of indecent exposure before a person  
9 under 18 [16] years of age under AS 11.41.460 more than two times  
10 has been convicted of two or more sex offenses;

11 (B) ends 15 years following the sex offender's or child  
12 kidnapper's unconditional discharge from a conviction for a single sex offense  
13 that is not an aggravated sex offense or for a single child kidnapping if the sex  
14 offender or child kidnapper has supplied proof that is acceptable to the  
15 department of the unconditional discharge; the registration period under this  
16 subparagraph

17 (i) is tolled for the period that a sex offender or child  
18 kidnapper fails to comply with the requirements of this chapter or is  
19 incarcerated for the offense or kidnapping for which the offender or  
20 kidnapper is required to register or for any other offense;

21 (ii) may include the time a sex offender or child  
22 kidnapper was absent from this state if the sex offender or child  
23 kidnapper has complied with any sex offender or child kidnapper  
24 registration requirements of the jurisdiction in which the offender or  
25 kidnapper was located and if the sex offender or child kidnapper  
26 provides the department with proof of the compliance while the sex  
27 offender or child kidnapper was absent from this state; and

28 (iii) continues for a sex offender or child kidnapper who  
29 has not supplied proof acceptable to the department of the offender's or  
30 kidnapper's unconditional discharge for the sex offense or child  
31 kidnapping requiring registration;

1 (2) for a sex offender or child kidnapper, as that term is defined in  
 2 AS 12.63.100(6)(B), the duty continues for the period determined by the department  
 3 under (b) of this section.

4 \* **Sec. 29.** AS 12.63.100(7) is amended to read:

5 (7) "sex offense" means

6 (A) a crime under AS 11.41.100(a)(3), or a similar law of  
 7 another jurisdiction, in which the person committed or attempted to commit a  
 8 sexual offense, or a similar offense under the laws of the other jurisdiction; in  
 9 this subparagraph, "sexual offense" has the meaning given in  
 10 AS 11.41.100(a)(3);

11 (B) a crime under AS 11.41.110(a)(3), or a similar law of  
 12 another jurisdiction, in which the person committed or attempted to commit  
 13 one of the following crimes, or a similar law of another jurisdiction:

14 (i) sexual assault in the first degree;

15 (ii) sexual assault in the second degree;

16 (iii) sexual abuse of a minor in the first degree; or

17 (iv) sexual abuse of a minor in the second degree;

18 (C) a crime, or an attempt, solicitation, or conspiracy to commit  
 19 a crime, under the following statutes or a similar law of another jurisdiction:

20 (i) AS 11.41.410 - 11.41.438;

21 (ii) AS 11.41.440(a)(2);

22 (iii) AS 11.41.450 - 11.41.458;

23 (iv) AS 11.41.460 or AS 26.05.900(c) if the indecent  
 24 exposure is before a person under 18 [16] years of age and the offender  
 25 has previously been convicted under AS 11.41.460 or AS 26.05.900(c);

26 (v) AS 11.61.125 - 11.61.128;

27 (vi) AS 11.66.130(a)(2)(B) or AS 26.05.900(b) if the  
 28 person who was induced or caused to engage in prostitution was under  
 29 20 years of age at the time of the offense;

30 (vii) former AS 11.15.120, former 11.15.134, or assault  
 31 with the intent to commit rape under former AS 11.15.160, former

1 AS 11.40.110, or former 11.40.200;

2 (viii) AS 11.61.118(a)(2) if the offender has a previous  
3 conviction for that offense;

4 (ix) AS 11.66.100(a)(2) if the offender is subject to  
5 punishment under former AS 11.66.100(e);

6 (x) AS 26.05.890 if the person engaged in sexual  
7 penetration or sexual contact with the victim;

8 (xi) AS 26.05.890 if, at the time of the offense, the  
9 victim is under a duty to obey the lawful orders of the offender,  
10 regardless of whether the offender is in the direct chain of command  
11 over the victim;

12 (xii) AS 26.05.893 if the person engaged in sexual  
13 penetration or sexual contact with the victim;

14 (xiii) AS 26.05.900(a) if the victim is under 18 years of  
15 age at the time of the offense;

16 (xiv) AS 26.05.900 if, at the time of the offense, the  
17 victim is under a duty to obey the lawful orders of the offender,  
18 regardless of whether the offender is in the direct chain of command  
19 over the victim;

20 (xv) AS 11.61.123 if the offender is subject to  
21 punishment under AS 11.61.123(g)(1) or (2);

22 (xvi) AS 11.66.137;

23 (xvii) AS 11.61.130(a)(2); or

24 (xviii) AS 11.66.110 and 11.66.120;

25 (D) an offense, or an attempt, solicitation, or conspiracy to  
26 commit an offense, under AS 26.05.935(b), or a similar law of another  
27 jurisdiction, if the member of the militia commits one of the following  
28 enumerated offenses punishable under Article 134, 10 U.S.C. 934 (Uniform  
29 Code of Military Justice):

30 (i) child sexual abuse material; or

31 (ii) pandering and prostitution if the person who is

1 induced, enticed, caused, or procured to engage in a sexual act is under  
2 20 years of age at the time of the offense; or

3 (E) an offense in which the person is required to register as a  
4 sex offender under the laws of another jurisdiction;

5 \* **Sec. 30.** AS 11.41.436(a)(6), 11.41.440(a)(2); and AS 12.63.100(7)(C)(ii) are repealed.

6 \* **Sec. 31.** The uncodified law of the State of Alaska is amended by adding a new section to  
7 read:

8 **APPLICABILITY.** The following apply to offenses committed on or after the  
9 effective date of this Act:

- 10 (1) AS 09.55.650(a), as amended by sec. 1 of this Act;
- 11 (2) AS 11.41.100(a), as amended by sec. 2 of this Act;
- 12 (3) AS 11.41.110(a), as amended by sec. 3 of this Act;
- 13 (4) AS 11.41.220(a), as amended by sec. 4 of this Act;
- 14 (5) AS 11.41.220(b), as amended by sec. 5 of this Act;
- 15 (6) AS 11.41.260(a), as amended by sec. 6 of this Act;
- 16 (7) AS 11.41.434(a), as amended by sec. 7 of this Act;
- 17 (8) AS 11.41.436(a), as amended by sec. 8 of this Act;
- 18 (9) AS 11.41.438(a), as amended by sec. 9 of this Act;
- 19 (10) AS 11.41.452(a), as amended by sec. 10 of this Act;
- 20 (11) AS 11.41.452(b), as amended by sec. 11 of this Act;
- 21 (12) AS 11.41.452(e), as amended by sec. 12 of this Act;
- 22 (13) AS 11.41.458(b), as amended by sec. 13 of this Act;
- 23 (14) AS 11.41.460(b), as amended by sec. 14 of this Act;
- 24 (15) AS 11.51.100(a), as amended by sec. 15 of this Act;
- 25 (16) AS 11.61.116(a), as amended by sec. 16 of this Act;
- 26 (17) AS 11.61.124(a), as amended by sec. 17 of this Act;
- 27 (18) AS 11.61.124(b), as amended by sec. 18 of this Act;
- 28 (19) AS 11.61.128(a), as amended by sec. 19 of this Act;
- 29 (20) AS 11.61.128(b), as amended by sec. 20 of this Act;
- 30 (21) AS 11.61.128(c), as amended by sec. 21 of this Act;
- 31 (22) AS 11.61.128(e), as amended by sec. 22 of this Act;

- 1 (23) AS 12.45.046(a), as amended by sec. 23 of this Act;  
2 (24) AS 12.55.125(b), as amended by sec. 24 of this Act;  
3 (25) AS 12.55.125(d), as amended by sec. 25 of this Act;  
4 (26) AS 12.55.145(a), as amended by sec. 26 of this Act;  
5 (27) AS 12.55.155(c), as amended by sec. 27 of this Act;  
6 (28) AS 12.63.020(a), as amended by sec. 28 of this Act; and  
7 (29) AS 12.63.100(7) as amended by sec. 29 of this Act.  
8 \* **Sec. 32.** This Act takes effect immediately under AS 01.10.070(c).

# 34<sup>TH</sup> ALASKA STATE LEGISLATURE

## Session

State Capitol, Rm. 118  
Juneau, AK 99801  
(907) 465-4940

## Interim

1500 W. Benson Blvd  
Anchorage, AK 99503  
(907) 269-0120



House Judiciary Committee, Chair

House Health and Social Services  
Committee

House Military and Veterans'  
Affairs Committee

Joint Armed Services Committee,  
Co-chair

Rep.Andrew.Gray@akleg.gov

## REPRESENTATIVE ANDREW GRAY

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### House Bill 101: Version I Sponsor Statement

5/20/25

Alaska has the highest rate of rape in the United States—more than three times the national average. We also have one of the highest rates of child sexual assault, nearly six times the national average, according to the UAA Justice Center's Alaska Victimization Survey (AVS). The 2020 AVS found that over 35% of Alaskan women reported being sexually abused before the age of 18. Additionally, sex trafficking remains a major issue in our state, disproportionately affecting vulnerable youth.

Despite these alarming statistics, Alaska's low age of sexual consent creates a dangerous legal loophole that leaves 16- and 17-year-olds particularly vulnerable. Under current law, individuals as young as 16 can legally consent to sex, which leaves them vulnerable to predatory relationships with older adults and complicates prosecution in cases of sexual assault and trafficking. Survivors must prove in court that they did not consent, making it harder to hold perpetrators accountable for sexual crimes, including rape.

House Bill 101 raises Alaska's age of consent to 18, closing this legal gap and strengthening protections for minors. To ensure that consensual relationships between peers are not criminalized, the bill retains a pre-existing 4-year close-in-age exemption for 13-, 14-, and 15-year-olds and provides for a 6-year close in age exemption for 16- and 17-year-olds. Additionally, HB 101 aligns other areas of criminal statute to treat 16- and 17-year-olds consistently, including provisions that criminalize the transmission of explicit images of minors. Raising the age of consent to 18 would bring Alaska in line with states such as Florida, Kentucky, Idaho, Utah, Oregon, California, Wisconsin, Tennessee, and Arizona.

I urge you to support House Bill 101 and protect Alaska's youth from exploitation and abuse.

Introduced by: Mayor  
Date: 04/21/26  
Hearing: 05/05/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2026-14**

**AN ORDINANCE AUTHORIZING A COMMUNICATIONS SITE LEASE  
AGREEMENT WITH GCI COMMUNICATION CORP., IN BELUGA**

**WHEREAS**, in 2015, a temporary land use permit was issued to authorize GCI Communication Corp.'s (GCI) use of an approximately 1,600 square foot communication tower site on KPB-owned Parcel No. 21108503 in the Beluga area, now expired; and

**WHEREAS**, a long-term lease agreement is now required to continue operating the site and supporting GCI's communication needs in Beluga; and

**WHEREAS**, GCI has agreed to a five-year lease agreement with renewal options at a monthly rent of \$2,000 (\$24,000/annually); and

**WHEREAS**, leasing of this property furthers the following objectives of the 2019 Kenai Peninsula Borough (KPB) Comprehensive Plan:

1. Goal 2, Land Use Objective F: To actively manage Borough-owned lands to meet short and long-term regional goals; 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), the Assembly finds that entering into a Communication Tower Site Lease Agreement with GCI. on that Leased Premises more particularly described as follows is in the best interests of KPB:

A portion of the N½ of the E½ of the NE¼NW¼NE¼NW¼ of Section 9, Township 12 North, Range 10 West, Seward Meridian, Anchorage Recording District, Third Judicial District, State of Alaska, more particularly described as an approximately 1,600 square foot area, including the air space above such ground space, together with non-exclusive access beginning directly off of the Beluga Highway right-of-way and across an existing road and public utility easement. (Parcel No. 21108503)

Site Name: GCI Beluga

This finding is based upon the following facts:

1. The property will be used to continue use of an existing communication tower site for the benefit of GCI.
2. KPB will receive revenues and the benefit of reserved tower space for emergency and other communication 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 monthly rent will be Two-Thousand Dollars (\$2,000) for exclusive use of the Leased Premises for a five-year term with renewal options. On each anniversary of the effective date, rent will adjust annually by three percent (3%) over the prior year's rent amount.

**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 GCI and for the purpose of operating, and maintaining an existing communication tower 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 GCI.
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 GCI.
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 tower site is compatible with the surrounding land uses.

**SECTION 6.** That GCI will have sixty (60) 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 *PM*  
Robert Ruffner, Planning Director *ANFPP*  
Aaron Hughes, Land Management Officer *AH*

FROM: Jennifer Shields, Land Management Agent *JS*

DATE: April 9, 2026

RE: Ordinance 2026- 14, Authorizing a Communications Site Lease Agreement with GCI Communication Corp., in Beluga (Mayor)

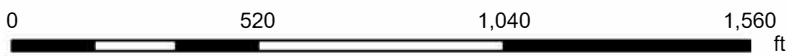
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In 2015, the Kenai Peninsula Borough (KPB) issued a Land Use Permit (LUP) to GCI Communication Corp. (GCI) for the installation and maintenance of a wireless, 120' self-supporting communications tower and equipment shelter on approximately 1,600 square feet of KPB-owned land near Beluga, Alaska. The LUP expired on April 5, 2020. Since the LUP's expiration, KPB has treated GCI's presence as a month-to-month holdover tenancy, and GCI has continued to use the site while paying rent in the current amount of \$672.95 per month.

GCI desires to continue its use of the site, and has applied to KPB for a five-year lease agreement with renewal options. The lease was negotiated at a monthly rent of \$2,000 (\$24,000/annually). Rent will adjust annually by three percent (3%) over the prior year's rent amount.

The KPB Planning Commission will hold a public hearing regarding the proposed lease at its regularly-scheduled meeting on April 27, 2026, and will forward its recommendation to the Assembly.

Your consideration is appreciated.



LMD24-77  
Parcel No. 21108503

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.

## COMMUNICATIONS SITE LEASE AGREEMENT

This Communications 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 GCI Communication Corp., an Alaska corporation, whose mailing address is 2550 Denali Street, Suite 1000, Anchorage, AK 99503 (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. LMD24-77  
144 N. Binkley St.  
Soldotna, AK 99669

#### LESSEE

Name: GCI Communication Corp.  
Attn: Manager, Lands and Leasing  
Re: GCI Beluga #461  
2550 Denali Street, Suite 1000  
Anchorage, AK 99503

**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 sketches (provided by Lessee)

Exhibit 3: Public Utility Easement

Exhibit 4: Memorandum of Lease

**If in conflict, the order of precedence will be: the Agreement, Appendix A, Appendix B, 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 approximately 1,600 square feet (40' x 40' tower site, 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 placement of Communication Facilities as defined in Section 9, "Use", together with non-exclusive access beginning directly off of the Beluga Highway right-of-way and across an existing road and public utility easement as depicted on Exhibit 3 of this Agreement. In addition, a buffer area ten (10) feet in width outside the perimeter of the Leased Premises may be utilized by the Lessee strictly for purposes of complying with Section 10(b) Buffer Landscaping below.

### 5. TERM.

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

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

(c) Should Lessee or any assignee, sublessee or licensee of Lessee hold over the Leased Premises or any part thereof after the expiration of this Agreement, such holdover 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 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 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 construction or 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 Lessor, 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 Lessor for any reason or no reason, so long as Lessee pays Lessor a termination fee equal to: (a) six (6) months' Rent, at the then-current rate, or (b) the remaining Rent due under the current Term until such Term expires – whichever is less, and subject to removal requirements contained within Section 12, "Equipment, Fixtures, and Removal".

(d) 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 without written consent of Lessor.

**7. RENT.** Beginning on the Effective Date, Lessee must pay to Lessor a monthly rent payment of Two Two Thousand and No/100 Dollars (\$2,000.00) (Rent), at the address set forth above on or before the fifth (5th) day of each calendar month in which Rent is due, in advance. Rent will be prorated for any partial month. On each anniversary of the Effective Date, 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 fifth (5th) 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.

**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 purpose of erecting, installing, operating, and maintaining radio or communications tower, transmitting and receiving equipment, antennas, dishes, mounting structures, equipment shelters and other supporting structures, and related equipment (collectively, the Communication Facilities). Lessee may, subject to the foregoing, make any improvement, alteration, or modification to the Leased Premises as are deemed appropriate by Lessee for the permitted use herein, pursuant to prior written approval from KPBB. Subject to Section 10(b), "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.

#### **10. SECURITY AND BUFFER LANDSCAPING.**

(a) Fence and Site Security. Notwithstanding Section 4, "Description of Property", Lessee may elect, at its expense, to construct enclosures and/or fences as Lessee reasonably determines to be necessary to secure its improvements, including the tower(s), building(s), guy anchors, and related improvements situated upon the Leased Premises. Lessee may also undertake any other appropriate means to restrict access to its communications towers, buildings, applicable guy anchors, applicable guy wires, and related improvements, including, without limitation, posting signs for security purposes.

(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.

#### **11. ACCESS, MAINTENANCE, AND UTILITIES.**

(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. 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 road and public utility easement to the extent depicted on Exhibit 3, (a) for ingress and egress, and (b) for the construction, installation, operation and maintenance of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across, and through any access for the benefit of and access to the Leased Premises, subject to the terms and conditions herein set forth. Lessor 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 agrees to use the Leased Premises in a manner that does not cause material damage to the condition of the Leased Premises, and 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 six (6) inches of depth on any area within the treatment unit.

(c) Utilities. Lessee is solely responsible for obtaining their own power and may not connect to any Lessor-owned electrical, communication, or other utility without Lessor's prior written approval.

**12. EQUIPMENT, FIXTURES, AND REMOVAL.** The Communication Facilities 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 erect, install, maintain, and operate on the Leased Premises such equipment, structures, fixtures, signs, and personal property as Lessee may deem necessary or appropriate, and such property, including the 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 construction of the tower (the Removal Period), Lessee must remove its improvements and restore the Leased Premises to grade in a natural condition free of contamination, reasonable wear and tear excepted, which 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 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.

**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 substantially all of Lessee's assets in the Federal Communications Commission (FCC) market area where the Leased Premises is located.

**14. SUBLEASING AND REVENUE SHARE.**

(a) Subleasing. Lessee will have the exclusive right to sublease or grant licenses to use the improvements or any other towers, structures, equipment, or ground space on the Leased Premises, 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) Revenue Share. In addition to and separate from the Rent, Lessee must pay to Lessor thirty-three percent (33%) of rents actually collected by Lessee from any applicable sublessees, sublicensees, collocation or similar vertical space rental agreements, exclusive of non-recurring fees (e.g., structural analysis fees,

mount analysis fees, and capital expenditures) and reimbursements (such as for taxes and utilities) (the Revenue Share). The Revenue Share must be paid to Lessor with the Rent in the month immediately following receipt by Lessee from the applicable sublessee. Upon reasonable written request for audit purposes, Lessee will provide Lessor unredacted copies of any applicable subleases for the purpose of confirming relevant financial terms and information including sublease rate and term information. For the purposes of this Agreement: (i) "Sublease" is defined as any arrangement in which the Lessee or any sublessee leases to another party or entity any portion of the Leased Premises described in Section 4, "Description of Property", or improvements thereon, including but not limited to a sublease for an antenna, microwave dish, or wireless communications equipment; and (ii) "Sublessee" means any sublessee or licensee of Lessee, that: (A) has entered into a sublease or license with Lessee for the use of the improvements after the Effective Date; and (B) is not paying any rent or fees directly to Lessor for the use of ground space related to the use of Lessee's improvements.

(c) Authorized Contact of Sublessee. Lessee 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. CO-LOCATE RIGHTS RESERVED BY LESSOR.** Lessor reserves the right to install emergency response communication equipment or other KPB related communication equipment on Lessee's tower, provided that such equipment does not interfere with Lessee's or then-existing sublessee's equipment, space or frequencies. Ninety (90) days prior to the exercise of this reservation, Lessor must provide Lessee with a complete inventory of equipment, proposed vertical location and transmit / receive frequencies. Lessee must confirm Lessor's equipment will not interfere with Lessee's or then-existing sublessee's frequencies, equipment or reserved space for Lessee's future equipment, or propose an alternate location or justification why equipment cannot be placed on the tower. Upon installation of Lessor's equipment on the Leased Premises, any future sublessee's equipment must not interfere with Lessor's equipment, provided such equipment is properly installed and lawfully operated. Notwithstanding the foregoing, Lessor's right to install equipment on Lessee's tower will be subject to Lessee's reasonable determination that, at the time in which Lessor proposes to install its equipment, Lessee's tower will have sufficient space and structural capacity to accommodate the additional loading associated with Lessor'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 Lessor'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 Lessor.

## **16. 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) Subject to Section 11, "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 existing on the Property.

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

(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.

**17. 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 within seven (7) days 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 and three million dollars (\$3,000,000.00) aggregate. 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) 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, 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.

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

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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 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 or any extensions and modifications thereof.

**26. 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:** GCI Communication Corp.  
an Alaska corporation

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

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

ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

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

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

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

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

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

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

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

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

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

**LESSOR ACKNOWLEDGEMENT**

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Peter A. Micciche, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

\_\_\_\_\_  
Notary Public for State of Alaska  
My commission expires: \_\_\_\_\_

**LESSEE ACKNOWLEDGMENT**

STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

On the \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of GCI Communication Corp., the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

\_\_\_\_\_  
Notary Public for State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

On the \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of GCI Communication Corp., the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

\_\_\_\_\_  
Notary Public for State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## APPENDIX A

### SITE SPECIFIC LEASE PROVISIONS

**CO-LOCATE RIGHTS RESERVED BY KP B:** In addition to Section 15, “Co-locate Rights Reserved by Lessor” of the Agreement, Lessor reserves twenty (20) vertical feet of tower space. This reservation shall start from twenty (20) feet from the top of the tower structure and descend twenty (20) feet, unless other space is mutually agreed to by the Parties (the Reserved Space). To the extent this Appendix conflicts with Section 15, “Co-locate Rights Reserved by Lessor”, of the Agreement, the terms of the Agreement will control.

Lessor 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. Lessor or its sublessee(s) will provide an inventory of equipment and proposed vertical location and transmit/receive frequencies to Lessee for the purposes of ensuring that no interference is likely for the proposed installation. Lessor and its sublessee(s) will be responsible for frequency coordination and adherence to all applicable regulations to prevent interference. The costs associated with Lessor’s or any sublessee’s collocation 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 Lessor or sublessee.

**KP B AND SUBLESSEE USAGE:** Lessor and its sublessee(s) may use the Space for the purposes of providing public safety communications. Lessor or its sublessee(s) may choose to install equipment to support emergency communications or public safety, 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 Space or on the Leased Premises by Lessor will remain the personal property of Lessor or its sublessee(s).

**INTERFERENCE WITH LESSEE EQUIPMENT:** In the event that proposed or installed equipment from Lessor 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 15, “Co-locate Rights Reserved by Lessor”, of the Agreement related to interference remain in effect.

**ACCESS:** Upon mutual agreement, Lessor may establish outdoor equipment cabinets or full equipment shelters on or within the Leased Premises, provided that such facilities do not interfere with any 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. Lessor 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. Lessor or its sublessee(s) is responsible for the costs of establishing, maintaining, and removing equipment during the life of this Agreement, as well as for any utilities required to maintain the equipment of Lessor or its sublessee(s).

## APPENDIX B

### 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 Title 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 of 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:

A portion of the N $\frac{1}{2}$  of the E $\frac{1}{2}$  of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 9, Township 12 North, Range 10 West, Seward Meridian, Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel Number: 21108503

The Leased Premises are described as follows:

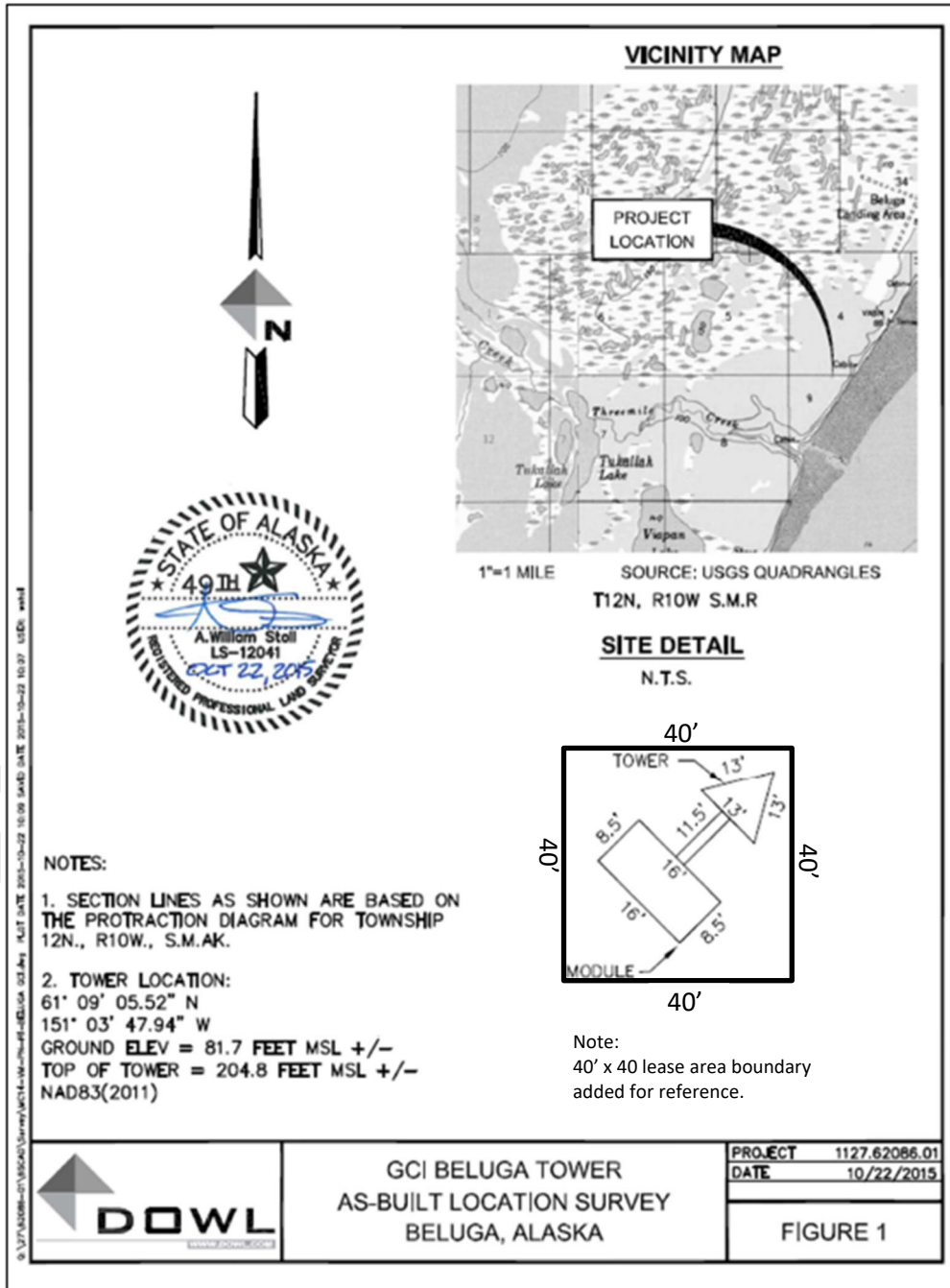
A portion of the above-described Property, more particularly described as an approximately 1,600 square foot area (40' x 40' tower site, including the air space above such ground space) as further depicted on Exhibit 2 of this Agreement. Together with non-exclusive access beginning directly off of the Beluga Highway right-of-way and across an existing road and public utility easement as depicted on Exhibit 3 of this Agreement.

**EXHIBIT 2**

LEASED PREMISES

Page 1 of 2

The Leased Premises are depicted as follows:



LMD24-77

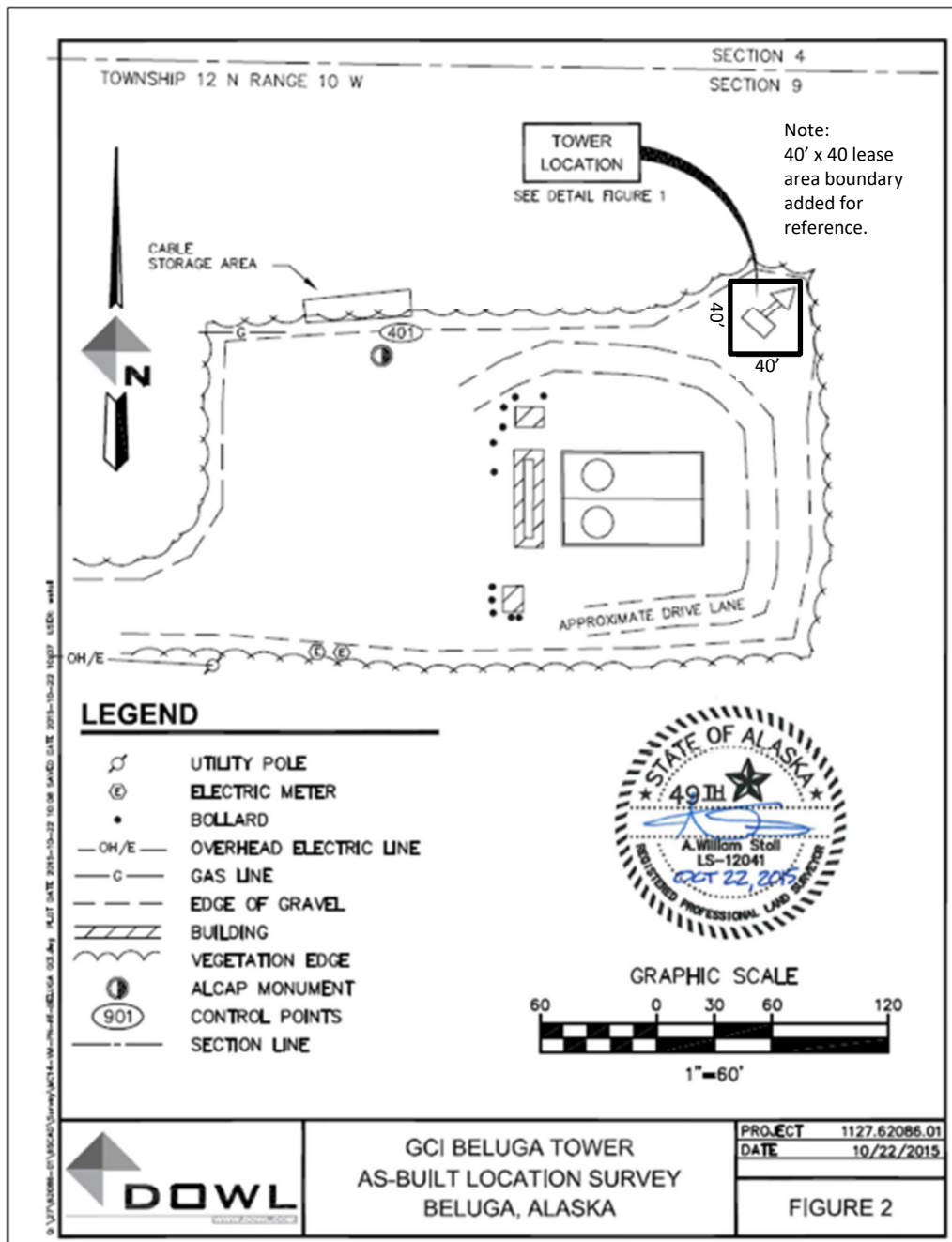
GCI Beluga #461 Communication Site Lease  
GCI Lease Number 23429

**EXHIBIT 2**

LEASED PREMISES

Page 2 of 2

The Leased Premises are depicted as follows:

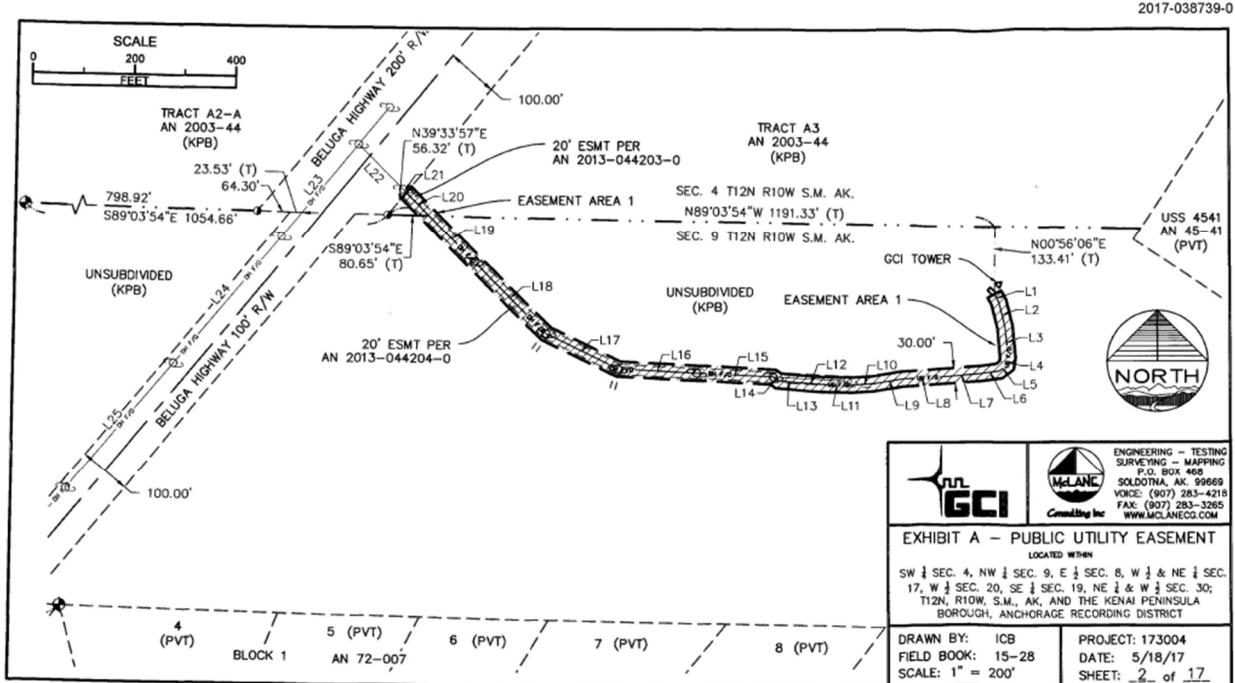


**EXHIBIT 3**

**PUBLIC UTILITY EASEMENT**

Page 1 of 1

(As Recorded in Document No. 2017-038739-0,  
Anchorage Recording District, Third Judicial District, State of Alaska.)



**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: GCI Communication Corp, LLC  
Legal Description: Attached as Exhibit 1  
Tax Parcel ID: 21108503  
Site Name: GCI Beluga  
Site No.: 461  
State: Alaska  
Borough: Kenai Peninsula Borough  
Recording District: Seward, 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 GCI Communication Corp., an Alaska corporation, having a mailing address of 2550 Denali Street, Suite 1000, Anchorage, AK 99503 (the Lessee) (together, the Parties).

1. Lessor and Lessee entered into a certain Communications Site Lease Agreement (the Agreement) on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, for the purpose of installing, operating, and maintaining a communication facilities and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date with four (4) successive automatic five (5) year options to renew.
3. The portion of the land being leased to 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:** GCI Communication Corp.  
an Alaska corporation

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:

A portion of the N $\frac{1}{2}$  of the E $\frac{1}{2}$  of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 9, Township 12 North, Range 10 West, Seward Meridian, Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel Number: 21108503

The Leased Premises are described as follows:

A portion of the above-described Property, more particularly described as an approximately 1,600 square foot area (40' x 40' tower site, 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 Beluga Highway right-of-way and across an existing road and public utility easement as depicted on Exhibit 3 of this Agreement.

Introduced by: Mayor, Cooper, Dunne  
Date: 04/21/26  
Hearing: 05/05/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2026-16**

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF 5 PARCELS  
OF KPB-OWNED LAND TO THE CITY OF HOMER FOR LESS THAN  
FAIR MARKET VALUE IN SUPPORT OF A CITY NEED**

- WHEREAS,** the City of Homer has identified five Kenai Peninsula Borough (KPB) owned properties commonly referred to as the Homer 5 (more particularly described in Section 2) as lands necessary to the City Stormwater Mitigation Project referred to as the Kachemak Sponge; and
- WHEREAS,** the KPB acquired title to the subject property by Patent from the State of Alaska on March 15, 2000; and
- WHEREAS,** KPB 17.10.100(D), (E), and (I) authorize the KPB to enter into sales in cooperation with another governmental entity, a negotiated sale for other than fair market value, and a combination of sale methods; and
- WHEREAS,** conveying the subject parcels to the City of Homer will satisfy a city need by providing specific lands necessary for incorporation into the Kachemak Sponge Stormwater Mitigation Project; providing a benefit to the residents of the City of Homer and the KPB; and
- WHEREAS,** the Homer City Council adopted \_\_\_\_\_ authorizing the acquisition of the Homer 5 from the KPB for \$156,250 to satisfy a public need; and
- WHEREAS,** a third-party appraisal conducted by MacSwain Associates, LLC concluded the appraised market value of 8 KPB-owned parcels comprising the Homer 8 to be \$250,000; and
- WHEREAS,** the KPB Planning Commission, at its regular 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 real property described below is owned by the KPB and has been identified by the City of Homer as parcels necessary for the stormwater mitigation project known as the Kachemak Sponge:

Government Lot 18, in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.

Government Lot 19, in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.

Government Lot 20, in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.

Government Lot 22, in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.

Government Lot 23 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.

**SECTION 3.** That the conveyance will be subject to and excepting therefrom: A reserved right of access for the benefit of adjacent parcels to the North, as disclosed of public record.

**SECTION 4.** That the Assembly authorizes the sale of the KPB-owned parcels identified in Section 2 pursuant to KPB 17.10.120(D), to the City of Homer for an amount other than fair market value based on the following:

- a. The needs expressed by the City of Homer exist and the requested properties are necessary to the city's proposed stormwater management plan.
- b. The KPB is in support of the Kachemak Sponge Stormwater Management Plan.
- c. The conveyance will provide a benefit to the city, and residents of the KPB.
- d. The City of Homer will be responsible for the costs for development of the planned project.
- e. Charging fair market value for this property would preclude the use of such funds for use towards the development of the mitigation project.
- f. Based on the above, the Assembly therefore finds that the sale for less than fair market value is in the best public interest and serves a public purpose.

**SECTION 5.** In consideration of this conveyance, the City of Homer covenants to retain ownership in, and to utilize the property for the expressed purpose of the Kachemak Sponge Stormwater Mitigation Project.

**SECTION 6.** The Assembly makes an exception to KPB 17.10.110 (notice of disposition). This exception is based on the following findings of fact pursuant to KPB 17.10.230:

1. Special circumstances or conditions exist.
  - a. The purpose of KPB 17.10.110 advertising requirement is to notify the public of an opportunity to purchase or lease KPB land. Advertising this conveyance to the City of Homer will not serve a useful purpose, and would cause delays that may negatively impact the transaction.
  - b. Conveyance of the KPB parcels in this manner is authorized by KPB code KPB 17.10.100(D), (E), and (I).
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. This exception to the notice requirement is not necessary to preserve a substantial property right, and the assembly hereby authorizes exception to that finding requirement. For this disposal, the notice requirement is impractical, and compliance is not in the best interests of the KPB due to the delay and unnecessary expense it would cause.
3. That the granting of the exception will not be detrimental to the public welfare or injurious to other property in the area.
  - a. The proposed disposition is advertised by publication of the ordinance in newspapers of general circulation and on the borough's web page. Notice of the proposed disposition is also published by the Planning Commission agenda in newspapers of general circulation, and a public hearing is held at the Planning Commission level. Additional notice is not necessary to comply with the intent of KPB 17.10 or to protect the public welfare.

**SECTION 7.** That based on the foregoing and in support of the Kachemak Sponge Stormwater Management Plan, the mayor is hereby authorized, pursuant to KPB 17.10.100(D), (E), and (I) to convey, through quitclaim deed, the land described in Section 2 to the City of Homer for \$156,250. The City of Homer shall be responsible for any and all related costs and recording fees. All other applicable terms and conditions of KPB 17.10 shall apply to this conveyance unless inconsistent with this ordinance.

**SECTION 8.** That the City of Homer will have 270 days from the date of enactment of this ordinance to execute the purchase agreements and complete the transaction.

**SECTION 9.** That the Mayor is authorized to sign any documents necessary to effectuate this ordinance.

**SECTION 10.** That revenues generated from the sale shall be submitted to the KPB Finance Department and deposited into Land Management Account No. 250.00000.00000.36316.

**SECTION 11.** 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 circumstance will not be affected.

**SECTION 12.** That 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

**THRU:** Peter A. Micciche, Borough Mayor *PMM*  
Robert Ruffner, Planning Director *ANFPP*

**FROM:** Aaron Hughes, Land Management Agent *AH*

**DATE:** April 9, 2026

**RE:** Ordinance 2026-16\_\_\_, Authorizing the Conveyance of 5 Parcels of KPB-Owned Land to the City of Homer for Less Than Fair Market Value in Support of a City Need (Mayor)

---

The City of Homer has identified 5 parcels of KPB owned land as being necessary to the City's Stormwater Mitigation Project commonly known as the Kachemak Sponge. The City has applied for and been awarded grant funding necessary to acquire the properties now in order to facilitate future planning and development to implement stormwater mitigation efforts.

The ordinance authorizes the Mayor to execute all necessary documentation required to convey the 5 identified properties to the City of Homer for an amount less than fair market value (\$156,250) in support of a city need.

The proposed conveyance will benefit borough residents and visitors by supporting the completion of a planned city infrastructure project.

Your consideration is appreciated.

# MACSWAIN ASSOCIATES LLC

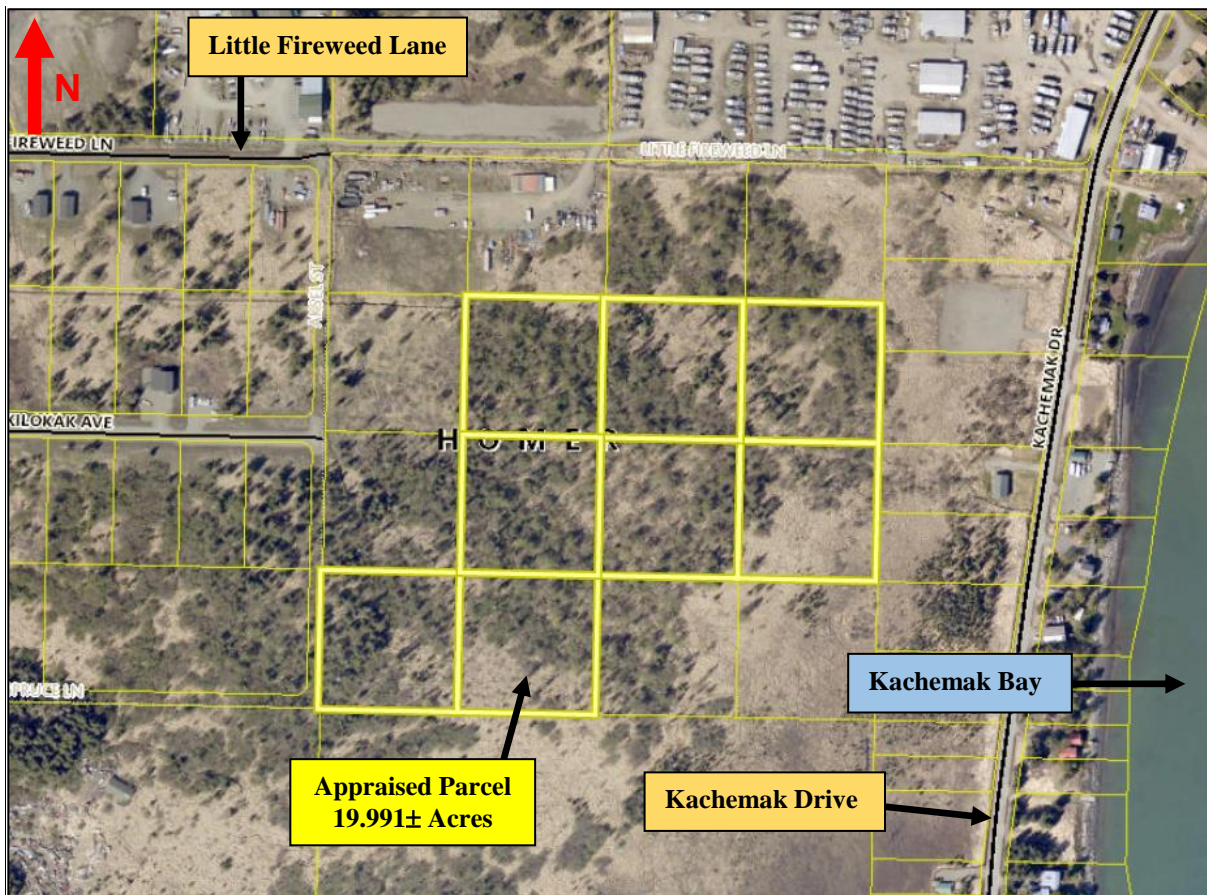
4401 Business Park Boulevard, Suite 22, Anchorage, Alaska 99503

## APPRAISAL REPORT

Market Value Estimate of "Homer 8" Property: 19.991± Acres

Government Lots 11, 12, 13, 18, 19, 20, 22, & 23

Section 14, T6S, R13W, SM, Homer, AK



Date of Value: May 12, 2022

File No. 22-3679

### Submitted To:

Janette Keiser  
Public Works Director  
Homer Public Works Department  
3575 Heath Street  
Homer, AK 99603

**MacSwain Associates LLC**

4401 Business Park Blvd., Suite 22  
Anchorage, Alaska 99503  
Phone: 907-561-1965  
Fax: 907-561-1955  
s.macswain@macswain.com

July 18, 2022

Janette Keiser  
Public Works Director  
Homer Public Works Department  
3575 Heath Street  
Homer, AK 99603

Re: "Homer 8": Eight Lots Totaling 19.991± Acres  
Government Lots 11, 12, 13, 18, 19, 20, 22, & 23  
Section 14, Township 6 South, Range 13 West, SM

Dear Ms. Keiser:

We have prepared an *Appraisal Report* of the above-referenced land located west of Kachemak Bay and Kachemak Drive, and south of East End Road Mile 3. Owned by the Kenai Peninsula Borough, the appraised property is known as the "Homer 8" property. The property consists of eight (8) lots totaling 19.991± acres, comprised primarily of wetlands. The purpose of the assignment is to assist the client with a potential acquisition of the subject land. The type of value estimated is *market value*. The property rights appraised is the *fee simple estate*. The report is prepared in accordance with the *Uniform Standards of Professional Appraisal Practice* (USPAP).

Based on the data, reasoning, and analysis that follows, the market value of the appraised property, as of May 12, 2022, is estimated as follows.

**TWO HUNDRED FIFTY THOUSAND DOLLARS**

**\$250,000**

We direct your attention to the Scope of Work, Certificate of Appraisal, and Assumptions and Limiting Conditions for an explanation of restrictions and limitations of this report. If you have any questions, please contact our office.

Respectfully submitted,



Steve MacSwain, MAI  
State of Alaska Certificate No. 42



Alex Kleinke  
State of Alaska Certificate No. 148873

The undersigned certifies that to the best of their knowledge and belief:

- ➔ The statements of fact contained in this report are true and correct.
- ➔ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- ➔ We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- ➔ We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ➔ We have not performed any services as an appraiser or in any other capacity, regarding the property that is the subject of this report, within the three-year period immediately preceding acceptance of this assignment.
- ➔ Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ➔ Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ➔ The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- ➔ The reported analyses, opinion, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- ➔ The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- ➔ Alex Kleinke of MacSwain Associates, LLC inspected the property on May 12, 2022. Steve MacSwain, MAI is familiar with the property from other appraisal assignments in Homer.
- ➔ No one provided significant real property appraisal assistance to the persons signing this certification.
- ➔ As of the date of this report, Alex Kleinke and Steve MacSwain, MAI are certified General Real Estate Appraisers in the State of Alaska and have completed the education requirements through June 2023.

***MacSwain Associates LLC***

- ➔ As of the date of this report, Steve MacSwain, MAI has completed the Standards and Ethics Education Requirements for Designated Members of the Appraisal Institute.
- ➔ As of the date of this report, Alex Kleinke has completed the Standards and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute.
- ➔ As of the date of this report, Steve MacSwain, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
- ➔ As of the date of this report, Alex Kleinke has completed the continuing education program for Practicing Affiliates of the Appraisal Institute.



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Steve MacSwain, MAI  
State of Alaska Certificate No. 42



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Alex Kleinke  
State of Alaska Certificate No. 148873

7/18/22

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Date

|  |           |
|--|-----------|
| <b>Title Page</b>  |           |
| <b>Transmittal Letter</b>                                    |           |
| <b>Appraiser Certification</b>                               |           |
| <b>Table of Contents</b>                                     |           |
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| <b>Addendum</b>  |           |
| Assumptions and Limiting Conditions                          |           |
| Signed Task Order  |           |
| Appraiser Qualifications                                     |           |

**Appraisal Summary**

|  |   |
|--|---|
| <b>Value Type:</b>                     | Market value  |
| <b>Property Name:</b>                  | Homer 8   |
| <b>Property Type:</b>                  | Vacant land with wetland inundation   |
| <b>Property Rights Appraised:</b>      | Fee simple estate   |
| <b>Location:</b>                       | West of Kachemak Bay and Kachemak Drive, just south of Little Fireweed Lane, south of East End Road Mile 3, northeast of Homer Airport in Homer, Alaska   |
| <b>Legal Description:</b>              | Government Lots 11, 12, 13, 18, 19, 20, 22, & 23, Section 16, Township 6 South, Range 13 West, Homer Recording District, Seward Meridian, Alaska.   |
| <b>Tax Parcel Nos:</b>                 | 179-080-10, 11, 12, 16, 17, 18, 23, & 24  |
| <b>Property Owner:</b>                 | Kenai Peninsula Borough (KPB) per Borough records   |
| <b>Zoning:</b>                         | East End Mixed Use district per City of Homer   |
| <b>Site Description:</b>               | Irregular-shaped parcel comprised of eight (8) square-shaped lots, each approximating 2.5± acres; total land area per record of survey is 19.991± acres   |
| <b>Topography:</b>                     | Gently sloping from west to east with descending contour  |
| <b>Access:</b>                         | Legal access from Aksel Street along west boundary and Spruce Lane to southwest corner, no physical road access developed to property, Kilokak Avenue, a gravel road provides access to the immediate area but terminates 310± feet north of Lot 22 |
| <b>Frontage:</b>                       | None  |
| <b>Utility Service:</b>                | Public electricity, natural gas, water, and sewer in area, but not on site  |
| <b>Soil and Subsurface Conditions:</b> | Primarily Beluga silt loam, very poorly-drained plant material over silt loam and silty clay loam, small portion mapped as Salamatof peat, very-poorly drained mossy organic material (woody peat)  |
| <b>Hazardous Substances:</b>           | None observed or known  |

**MacSwain Associates LLC**

|                                     |   |
|-------------------------------------|---|
| <b>Wetland Designation:</b>         | Per City of Homer Wetland Mapping, primarily “High Rank” wetlands; per KPB Wetlands Mapper, KWF Wetland Assessment identifies the property as Discharge Slope Wetlands and Drainageway Wetlands |
| <b>Flood Hazard Restrictions:</b>   | Zone D, an area in which flood hazards are undetermined, but possible   |
| <b>Easements and Restrictions:</b>  | None noted on record of survey or Borough mapping   |
| <b>Sale History:</b>                | No known sales of appraised land in past three years  |
| <b>Highest and Best Use:</b>        | Industrial development  |
| <b>Extraordinary Assumptions:</b>   | None  |
| <b>Hypothetical Conditions:</b>     | None  |
| <b>Date of Property Inspection:</b> | May 12, 2022  |
| <b>Effective Appraisal Date:</b>    | May 12, 2022  |
| <b>Date of Report:</b>              | July 18, 2022   |

|                               |                                  |
|-------------------------------|----------------------------------|
| <b>Market Value Estimate:</b> | <b>\$250,000 (\$12,506/Acre)</b> |
|-------------------------------|----------------------------------|

**Subject Property Photographs**

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Date: May 12, 2022

Taken By: Alex Kleinke



East view of property taken near northwest corner



South view along west property boundary

**Subject Property Photographs**

Date: May 12, 2022

Taken By: Alex Kleinke



North view towards nearby development to the north



East view taken at northwest corner

## **Chapter 1: Definition of the Appraisal Problem**

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|  |  |
|--|--|
| <b>Overview</b>                                | We prepare an <i>Appraisal Report</i> that analyzes a 19.991± acre vacant parcel comprised of eight (8) lots. The land sets just west of Kachemak Drive and Kachemak Bay, northeast of Homer Airport. The land has legal access but lacks improved road access, and is inundated with wetlands. The intent of the appraisal is to estimate market value of the <i>fee simple estate</i> of the property, in order to assist the client with a potential purchase. The report is intended to comply with the <i>Uniform Standards of Professional Appraisal Practice</i> (USPAP). |
| <b>Value Type</b>                              | Market value   |
| <b>Client</b>                                  | City of Homer  |
| <b>Intended Use of Appraisal Report</b>        | The intended use of this appraisal report is to assist the client with a potential acquisition of the subject property.  |
| <b>Intended Users of Appraisal Report</b>      | City of Homer, Kachemak Moose Habitat, Inc., and Kachemak Heritage Land Trust (KHLT)   |
| <b>Property Inspection Date</b>                | May 12, 2022   |
| <b>Effective Appraisal Date</b>                | May 12, 2022   |
| <b>Date of Report</b>                          | July 18, 2022  |
| <b>Identification of Real Estate Appraised</b> | The appraised property is vacant land, which is inundated with wetlands. The appraised parcel consists of eight (8) lots, each containing 2.5± acres. Total land area is 19.991± acres per record of   |

survey filed under Plat No. 2021-15. The property sets just west of Kachemak Bay and Kachemak Drive, northeast of the Homer Airport. The Kenai Peninsula Borough identifies the lots as Tax Parcel Nos. 179-080-10, 11, 12, 16, 17, 18, 23, & 24.

**Definition of  
Market Value**

The type of value estimated is market value. Market value is defined as follows.

*The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*

- a. buyer and seller are typically motivated;*
- b. both parties are well informed or well advised, and acting in what they consider their own best interests;*
- c. a reasonable time is allowed for exposure in the open market;*
- d. payment is made in terms of cash in US dollars or in terms of financial arrangements comparable thereto; and*
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>1</sup>*

**Property Rights  
Appraised**

We estimate the market value of the fee simple estate, which is defined as follows.

*Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.<sup>2</sup>*

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<sup>1</sup> *Appraisal of Real Estate*, Fifteenth Edition (2020), by the Appraisal Institute, p. 49.

<sup>2</sup> *Appraisal of Real Estate*, Fifteenth Edition (2020), by the Appraisal Institute, p. 60.

**MacSwain Associates LLC**

**Legal Description** Public records indicate the appraised property is legally defined as follows:

*Government Lots 11, 12, 13, 18, 19, 20, 22, & 23, Section 16, Township 6 South, Range 13 West, Homer Recording District, Seward Meridian, Alaska.*

**Property Owner** Public Records indicate the owner of the appraised property is as follows.

→ Kenai Peninsula Borough  
144 N. Binkley Street  
Soldotna, AK 99669

**Assessed Value** Kenai Peninsula Borough assessment information for tax year 2022 follows.

| Tax Parcel | Land      | Improvements | Total     | Mill Rate | RE Taxes   |
|------------|-----------|--------------|-----------|-----------|------------|
| 179-080-10 | \$27,100  | \$0          | \$27,100  | 11.24     | \$304.60   |
| 179-080-11 | \$27,100  | \$0          | \$27,100  | 11.24     | \$304.60   |
| 179-080-12 | \$27,100  | \$0          | \$27,100  | 11.24     | \$304.60   |
| 179-080-16 | \$27,000  | \$0          | \$27,000  | 11.24     | \$304.60   |
| 179-080-17 | \$27,100  | \$0          | \$27,100  | 11.24     | \$304.60   |
| 179-080-18 | \$27,100  | \$0          | \$27,100  | 11.24     | \$304.60   |
| 179-080-23 | \$27,100  | \$0          | \$27,100  | 11.24     | \$304.60   |
| 179-080-24 | \$27,100  | \$0          | \$27,100  | 11.24     | \$304.60   |
| Total      | \$216,700 | \$0          | \$216,700 | 11.24     | \$2,436.80 |

We note, as the lots are owned by the Borough, they are exempt from property tax. Utilizing the current mill rate of 11.24 and assessed value of \$216,700, 2022 real estate taxes would be \$2,436.80 if the land was held in private ownership.

**Three Year Sale History** There have been no known sales of the appraised property in the past three years.

**Report Type and Methodology**

This *Appraisal Report* develops the sales comparison approach to estimate market value. Neither the cost nor the income capitalization approach reflects market behavior for vacant land. Qualitative techniques are used to measure differences between the comparable sales and the subject. The appraisal report is a summary of the appraisers' data, analyses, and conclusions with supporting documentation retained on file.

**Scope of Appraisal**

Alex Kleinke of MacSwain Associates, LLC performed the inspection of the appraised property and assisted Steve MacSwain, MAI with data collection and analysis. In addition, Steve MacSwain, MAI administered the appraisal process, reviewed draft appraisals, and concurred with an opinion of value. Preparation of this report encompassed the following scope of work that concluded with an opinion of market value.

- ➔ Inspected the appraised property on May 12, 2022;
- ➔ Discussed the property with City of Homer and Kachemak Moose Habitat, Inc. representatives;
- ➔ Reviewed State of Alaska Patent No. 17501;
- ➔ Reviewed KPB assessor map 179-080 and the Record of Survey filed under Plat No. 2021-15;
- ➔ Reviewed aerial and wetland mapping from Kenai Peninsula Borough;
- ➔ Reviewed wetland, zoning, and utility mapping from City of Homer;
- ➔ Gathered data from the KPB Assessor's office and State of Alaska Recorder's office regarding ownership, assessments, and general property information;
- ➔ Reviewed Kenai Peninsula 2021-2026 Comprehensive Economic Development Strategy prepared by KPEDD in June 2021;
- ➔ Reviewed Homer Comprehensive Plan prepared by City of Homer in 2018;
- ➔ Interviewed Kenai Peninsula real estate brokers, agents, and property owners regarding land sales;
- ➔ Interviewed Kenai Peninsula market participants regarding current market conditions, trends, and expectations;
- ➔ Gathered and confirmed information on comparable land sales;

- ➔ Inspected the primary comparable sales we relied upon in our comparative analysis; and
- ➔ Applied the sales comparison approach to arrive at a market value indication.

**Statement of Competency**

MacSwain Associates, LLC has completed numerous appraisals of land on the Kenai Peninsula and City of Homer. A summary of the appraisers' experience and professional qualifications are located in the addendum. We have the knowledge and experience required by the competency provision of USPAP to complete this assignment credibly.

**Exposure Time**

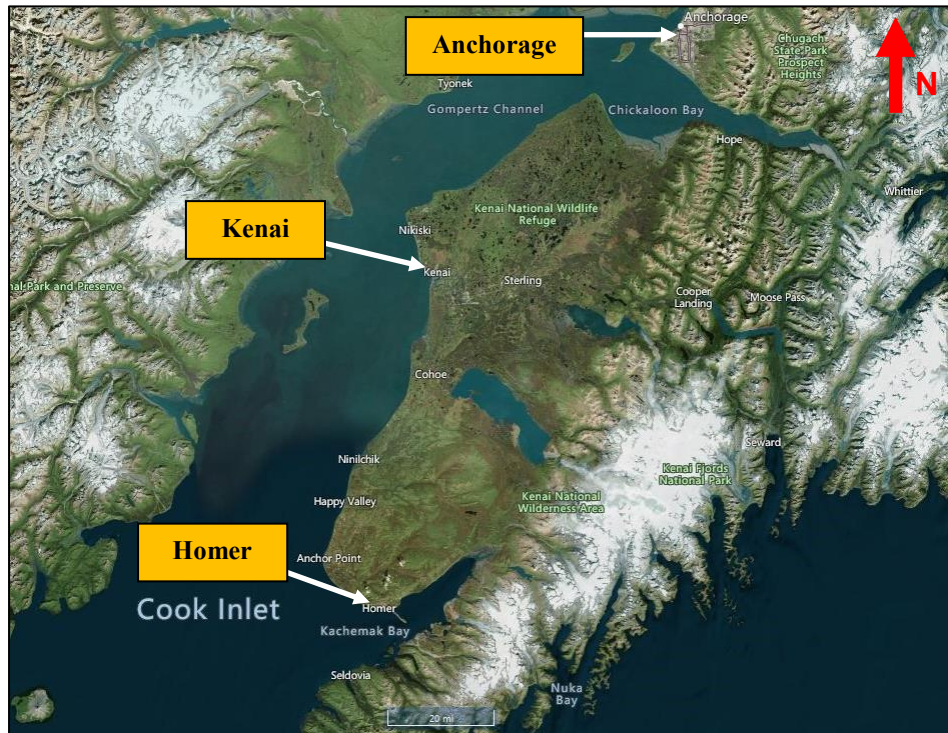
We have collected and analyzed market and economic data that projects real estate trends and activity for similar vacant parcels. Discussions with brokers and analysis of similar property sales indicate that a period of approximately one year prior to our effective date of value is a reasonable exposure period.

## **Chapter 2: Homer Area and Neighborhood Summary**

### **Overview**

The appraised property is within the City of Homer, Alaska, situated at the south end of the Kenai Peninsula. We present a summary socioeconomic analysis of Homer and the immediate neighborhood. The reader is referred to the maps below and on the following pages that illustrate the location and assist in the description and analysis of the factors that affect the real estate market.

### **Location Map**



### **Homer Summary**

The City of Homer is a First Class City, located on the north shore of Kachemak Bay on the southwestern portion of the Kenai Peninsula. Homer’s population has seen a 10% increase over the past ten years, with a 2020 Census Population of 5,522. It is one of the four largest communities on the Kenai Peninsula, along with Kenai, Soldotna, and Seward. Homer is approximately 227 road miles south of Anchorage, the southernmost point of the Sterling Highway. Information for this analysis was obtained from various sources, including the Homer Chamber of Commerce, Kenai Peninsula Economic Development District, and the Alaska Department of Community and Regional Affairs (DRCA).

### **Economy**

Homer's economy is primarily supported by the tourism and fisheries industries. Unlike other regions of Alaska, the economy of Homer is not directly related to the success of the oil industry. Homer acts as a regional hub for other smaller communities such as Anchor Point, Ninilchik, and Seldovia. Over the past several years, Homer has transitioned more towards the tourism industry, as it is estimated to be a \$100± million per year industry on the Kenai Peninsula. Homer is a popular destination for both resident and non-resident tourists. Most of the tourism business occurs between June and August, when sport fishing is at its peak. In addition, the Alaska Islands and Ocean Visitor Center contributes to the local economy. A relatively new 72-room Aspen Hotel located on the Sterling Highway next to the visitor center has added approximately 15 full time jobs. In 2021, Grace Ridge Brewing constructed a new 2,400± square foot facility on the corner of Smoky Bay Way and Ben Walters Lane north of Beluga Lake.

### **Transportation**

The primary road system to Homer is the Sterling Highway, which connects to the Seward Highway leading to Anchorage and other road systems with linkage to Fairbanks, Canada, and the Lower 48. The State owns and operates the Homer Airport, with a 6,700-foot asphalt runway and floatplane basin. There is also a seaplane base at Beluga Lake. The City is served by several scheduled and chartered flight services with Ravn Alaska service to Anchorage with multiple flights per day. There are also four other private landing strips in the vicinity. The Alaska Marine Highway and local ferry services provide marine transportation to other communities in Kachemak Bay and Kodiak.

### **Public Utilities, Schools, and Health Care**

Approximately 90% of Homer is served by public water, while the remaining residents have on-site well systems or have water delivered. There is a City sewer treatment center designed to treat 880,000 gallons per day, but with the capability of treating 1,400,000 gallons per day peak flow. Electricity is provided by Homer Electric Association, and refuse is collected by a private firm and hauled to the Borough landfill. There are eight schools located in the community attended by approximately 1,120 students. Local health care facilities include South Peninsula Hospital and auxiliary health care is provided by the Homer Volunteer Fire Department/EMS, as well as private practitioners.

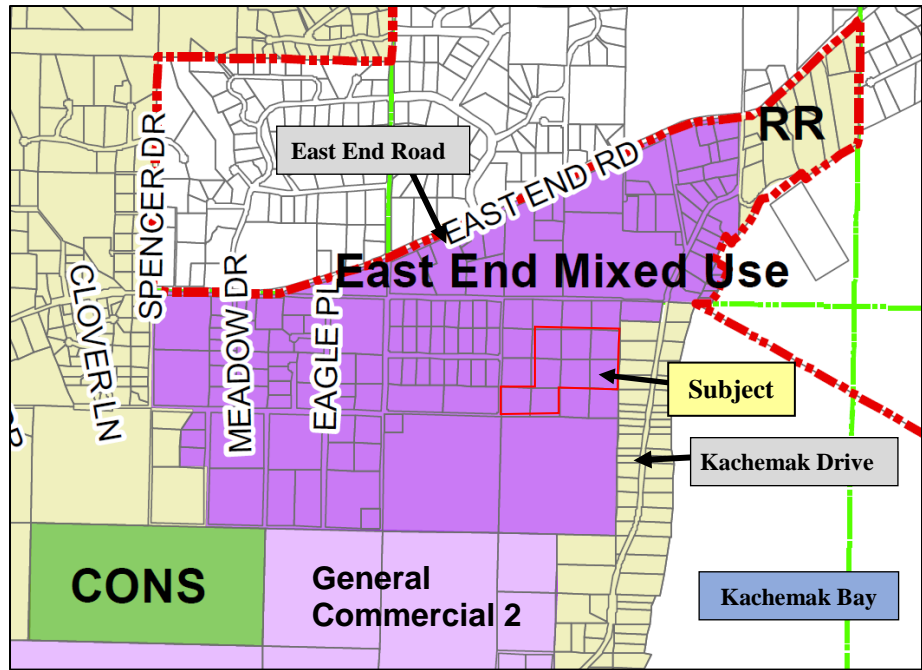
**Neighborhood Map**



**Immediate  
Neighborhood  
Summary**

The subject is located within a neighborhood known as East End, located approximately three miles northeast of the primary commercial area of Homer. Bound by East End Road to the north, Kachemak Bay to the east, and Homer Airport boundaries to the south and west, development is primarily industrial, with residential and commercial uses interspersed. Local businesses include boat storage and repair, ministorage, welding, and automotive. Public utilities available in the immediate neighborhood include water, sewer, natural gas, and electricity. Access to the neighborhood is afforded by East End Road and Kachemak Drive, State-maintained roads. Little Fireweed Lane, Ternview Place, and Kilokak Lane are maintained by the City of Homer. Neighborhood zoning includes East End Mixed Use south of East End Road and west of Kachemak Drive. Rural Residential zoning is evident fronting Kachemak Drive and Kachemak Bay. Conservation and General Commercial zoning districts are also within the immediate neighborhood.

Zoning Map



Summary

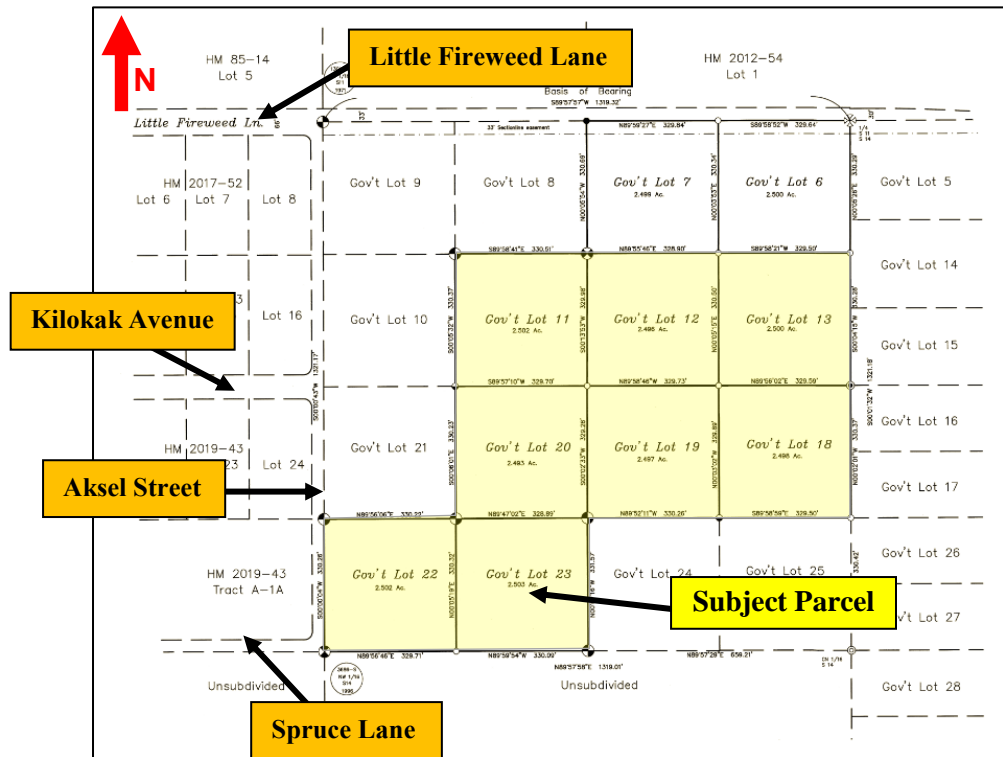
To summarize, the immediate neighborhood is situated northeast of the airport, three miles northeast of the primary commercial area of Homer. This is a mixed-use neighborhood comprised of industrial and residential use, with large swathes of vacant wetlands. We anticipate continued slow to moderate growth for the neighborhood.

## Chapter 3: Parcel Description and Analysis

### Overview

Analysis of land describes the characteristics that enhance or detract from its utility or marketability. The parcel description and analysis is based on our property inspection and review of aerial and Borough mapping. The record of survey below, aerial on the following page, and subsequent Borough tax parcel map assist in the description and analysis of the parcel that follows.

### Record of Survey No. 2021-15



### Parcel Description

#### Location:

West of Kachemak Bay and Kachemak Drive, just south of Little Fireweed Lane, south of East End Road Mile 3, northeast of Homer Airport in Homer, Alaska

#### Shape and Land Area:

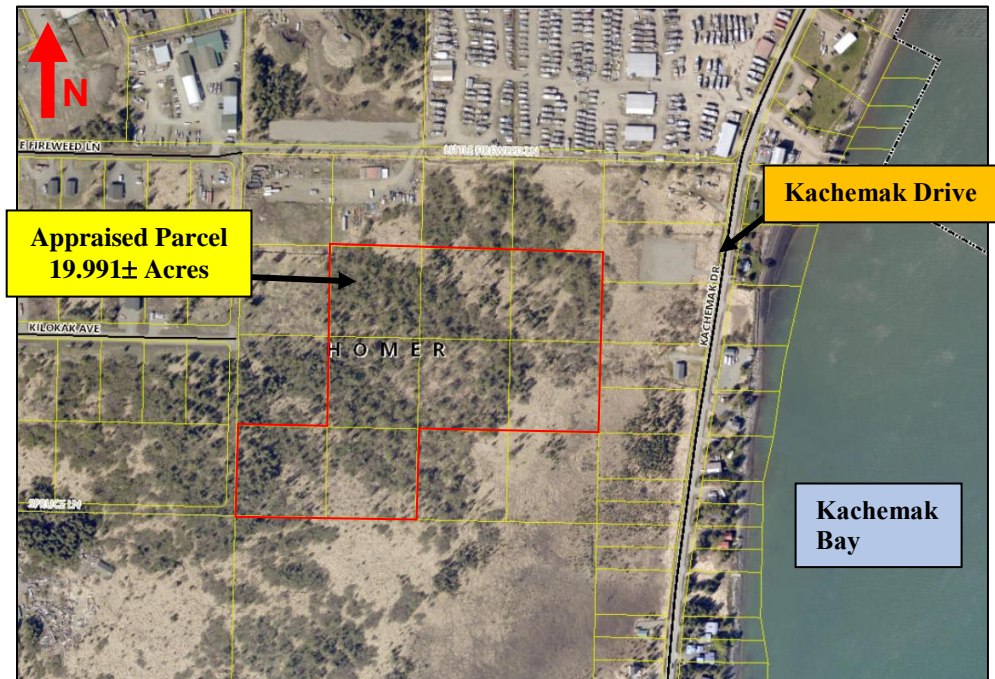
Eight (8) 2.5-acre square-shaped lots totaling 19.991± acres or 870,808± square feet

#### Access:

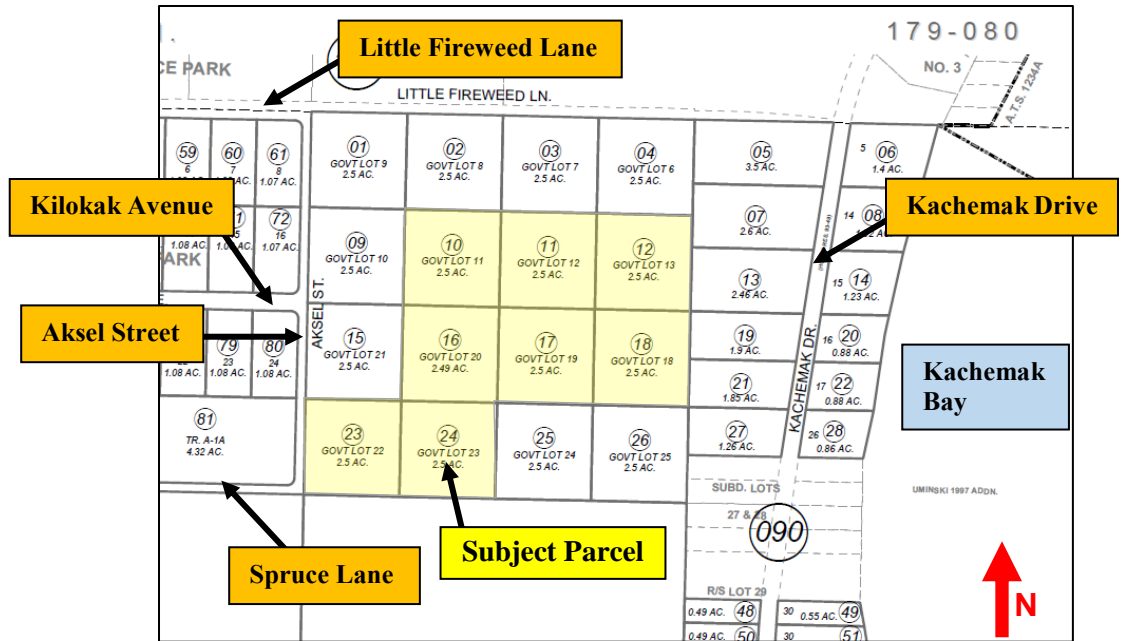
Legal access from Spruce Lane and Aksel Street at southwest corner, Kilokak Avenue (gravel) terminates 310± feet north of Lot 22

|                                    |   |
|------------------------------------|---|
| <b>Zoning:</b>                     | EEMU - East End Mixed Use district, primarily intended to provide sites for businesses that require direct motor vehicle access and may require larger land area  |
| <b>Frontage and Exposure:</b>      | No improved road frontage or exposure   |
| <b>Easements and Restrictions:</b> | None noted on record of survey or tax parcel map  |
| <b>Public Utilities:</b>           | Public electricity, natural gas, water, and sewer in area, but not on site; public water and sewer is situated in Kilokak Avenue per City of Homer utility mapping  |
| <b>Topography:</b>                 | Gently sloping from west to east with descending contour, elevation change approximately 30 feet  |
| <b>Vegetation:</b>                 | Vegetated with birch, spruce, alder, and willow, as well as low lying shrubs and grasses  |
| <b>Soil Conditions:</b>            | Soils mapping indicates the property is comprised of Beluga silt loam, very poorly-drained plant material over silt loam and silty clay loam, small portion mapped as Salamatof peat, very poorly-drained mossy organic material (woody peat) |

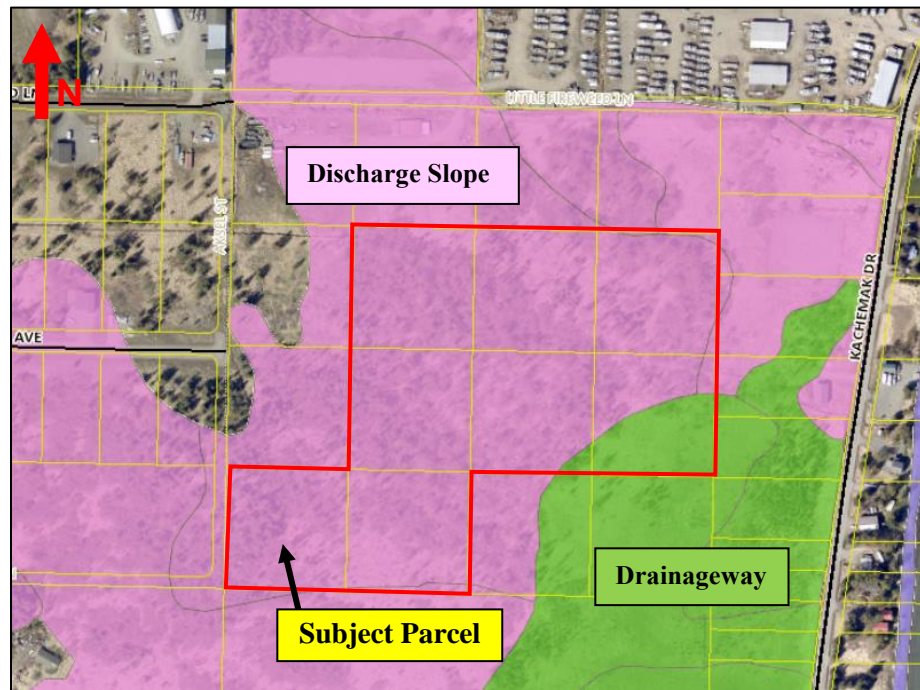
**Kenai Peninsula Borough Aerial Mapping**



KPB Tax Parcel Map 179-080



KWF Wetland Assessment



**Wetland Designation:**

Per City of Homer Wetland Mapping, primarily “High Rank” wetlands; KWF Wetland Assessment identifies the property as Discharge Slope Wetlands and Drainageway Wetlands

|                                  |   |
|----------------------------------|---|
| <b>Flood Hazard:</b>             | Zone D, an area in which flood hazards are undetermined, but possible, but possible per FEMA Panel 02122C2115E (October 20, 2016)   |
| <b>Environmental Conditions:</b> | The existence of any hazardous material or other type of environmental contamination, which may or may not be present on the property, was not observed by the appraisers nor do the appraisers have any knowledge of the existence of such substances. Our value conclusion assumes that the property is free of environmental and hazardous contaminants. |
| <b>Parcel Utility:</b>           | Parcel suitable for recreational use in its current state; industrial, commercial, or residential uses possible with development including road/utility extension and gravel fill   |

## **Chapter 4: Highest and Best Use Analysis**

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### **Overview**

Highest and best use is a market-driven concept rather than a subjective conclusion based on the experience of the appraiser or property owner's needs. The *Dictionary of Real Estate Appraisal* (Sixth Edition) defines *highest and best use* as follows.

*The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.*

### **Highest and Best Use as Though Vacant**

The parcel is located within the City of Homer boundaries, subject to zoning regulations. Zoning is EEMU, East End Mixed Use district. According to the City of Homer Zoning Code, this designation is:

*Primarily intended to provide sites for businesses that require direct motor vehicle access and may require larger land area. The district is meant to accommodate a mixture of existing and accessory residential with nonresidential uses. When a conflict exists between residential and nonresidential uses conflicts shall be resolved in favor of nonresidential uses.*

A variety of uses are allowable within this zoning designation, including industrial, commercial, institutional, and residential development. Other legal constraints pertain to City/Borough permitting, and obtaining a permit from the Corps of Engineers due to the presence of wetlands. The appraised parcel is comprised of eight (8) government lots, totaling 19.991± acres. Currently, vehicular access is not improved to the parcel. Legal access is afforded by Aksel Street, which connects to Kilokak Avenue 310± feet to the north of Lot 22. Legal access from Kachemak Drive may be possible through access easements through adjacent properties. In addition to extending utilities and improving road access, gravel fill is necessary to facilitate development.

Surrounding development is comprised primarily of light industrial uses, including the boatyard to the north, storage uses, and automotive repair. Residential use is evident to the east along Kachemak Drive and Kachemak Bay, and to the west along Kilokak Avenue and the south side of Little Fireweed Lane. Based on surrounding development, the subject's size, and location, the most probable use is for industrial development. Although recreational use is possible in the subject's current state, industrial development provides a greater return to the land, despite the necessary development costs.

**Highest and Best Use  
Conclusion**

Based on the foregoing, we conclude the highest and best use of the appraised property, as vacant land, is industrial development.

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**Highest and Best Use As Vacant**

**Industrial Development**

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**Chapter 5: Land Valuation - Sales Comparison Approach**

**Overview** The sales comparison approach is a systematic procedure of estimating the subject’s market value by comparing it directly to property sales afforded similar physical and economic character. The approach is founded on the principle of substitution, theorizing value is a function of a knowledgeable investor’s (buyer) intent to pay no more for a specific property than the cost of acquiring an alternative property offering similar utility (economic satisfaction). The sales comparison approach is the best approach for valuing vacant land.

**Comparative Market Analysis** Our sales search focused on vacant land with similar physical and economic character to the subject, located in East End Mixed Use zoning district south of east end road, and west of Kachemak Drive. These criteria produced adequate sale data to perform a comparative analysis. While one sale is recent, the remaining sales transpired from 2010 to 2016 and require upward adjustments for market conditions, attributed to growth and expansion into the East End Road neighborhood. Additionally, we summarize other market activity in the neighborhood related to the primary sales. The sales we relied upon are listed in the table below.

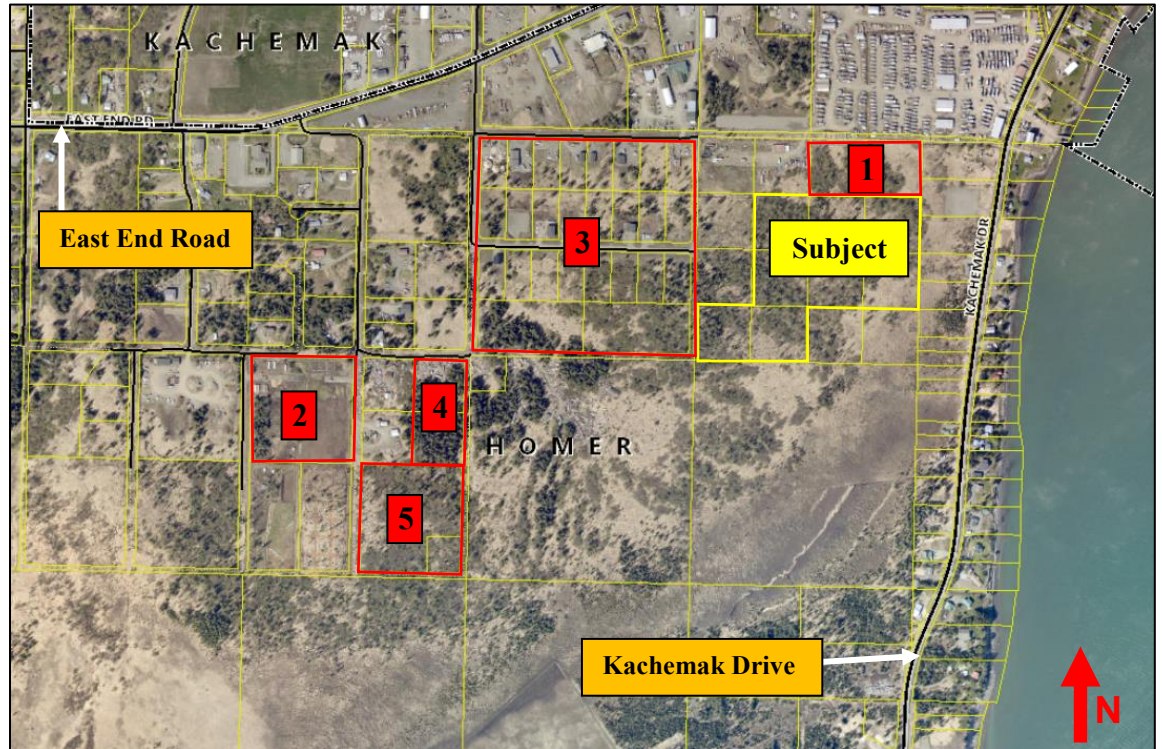
**Comparable Land Sale Summary**

| <b>No.</b> | <b>Location</b>   | <b>Sale Date</b>                             | <b>Zone</b>        | <b>Sale Price</b>   | <b>Size (Acres)</b>  | <b>\$/Acre</b>      |
|------------|---|--|--------------------|---------------------|----------------------|---------------------|
| 1          | South side of Little Fireweed Ln. (unimproved) adjacent to subject north boundary           | 11/21  | EEMU               | \$327,000           | 4.999                | \$65,413            |
| 2          | SWC of Spruce Lane and Eagle Place  | 11/16  | EEMU               | \$155,000           | 8.680                | \$17,857            |
| 3          | SEC of Little Fireweed Lane and Ternview Place  | 10/15  | EEMU               | \$269,000           | 40.000               | \$6,725             |
| 4          | SWC of Spruce Lane and Ternview Place (unimproved)  | 9/15   | EEMU               | \$70,000            | 4.317                | \$16,203            |
| 5          | NEC of Eagle Place (unimproved) and Bottom Lane (unimproved)                                | 4/10   | EEMU               | \$29,000            | 7.680                | \$3,776             |
| --         | <b><i>West of Kachemak Bay and Kachemak Drive, northeast of Homer Airport (Subject)</i></b> | <b><i>5/22</i></b><br><i>(Date of Value)</i> | <b><i>EEMU</i></b> | <b><i>-- --</i></b> | <b><i>19.991</i></b> | <b><i>-- --</i></b> |

**Elements of Comparison**

The elements of comparison that have the greatest influence on market behavior and the price paid for vacant land is location, physical character, market conditions, and conditions of sale. We use a qualitative comparison technique that rate elements of comparison as superior, inferior, or similar.

**Comparable Land Sales Map**



**Land Sale 1**

Land Sale 1 is the November 2021 sale located adjacent to the Homer 8 property on the north side. The property consists of two (2) 2.5± acre lots totaling nearly five acres. The lots are in a raw state, mapped as discharge slope wetlands per KWF Wetlands Assessment. Legal access is from Little Fireweed Road to the north, but the lots will likely be accessed from the adjoining land, owned by the buyer. Electricity is available on the north boundary, while water and sewer terminate 700± feet to the west. The lots were purchased through a Kenai Peninsula Borough surplus land auction. The buyer owns the adjoining land to the north and west for operation of a boatyard. From the buyer’s perspective, securing these lots was critical for the boatyard business as no alternative sites remain for expansion. Competing bids at the auction caused the buyer to pay a premium for the land. The Borough reported

the sale price to be \$327,000 for both lots, equating to \$65,413 per acre. The buyer paid a 10% down payment, with the seller financing the balance at 5.25% over ten years.

Comparatively, a substantial downward adjustment is necessary for conditions of sale. Moreover, additional downward adjustments are necessary for size, utility, and access superiorities. Thus, this land sale indicates a unit value significantly less than \$65,413 per acre for the Homer 8 property.

### **Land Sale 2**

Land Sale 2 is the November 2016 sale located southwest of the subject on the southwest corner of Spruce Lane and Eagle Place. According to Borough records, the property contains 8.680± acres. The majority of the property is mapped as discharge slope wetlands per KWF Wetlands Assessment. Access is provided by Spruce Lane on the north boundary and Eagle Place on the east boundary. The broker indicates the property was partially cleared at the time of sale. Electricity is available to the property, but water and sewer is not in the immediate area. The property was exposed to the market for over 700 days, originally listed for \$175,000. The sale price of \$155,000 indicates a unit price of \$17,857 per acre. It had previously been listed for several years with no sale culminating. A recorded deed of trust indicates a \$20,000 cash down payment with the balance financed by the seller at undisclosed terms. The buyer previously purchased the adjacent 4.34-acre Tract O-1 on the south/west in 2010. In 2021, the same buyer purchased the adjacent 4.34-acre Tract O-2 on the south/east boundary. Previously, the buyer had leased Tract O-2 from the prior owner for \$1,500 per year. The purchase clause capped the sale price at 200% of the average assessed value for the preceding three years, or \$32,933 (\$7,590 per acre).

By comparison, the land sale compared to the subject requires an upward adjustment for market conditions. Overriding downward adjustments are required for superior access, utilities, size differential, and clearing. The net adjustment is downwards indicating a unit value less than \$17,857 per acre for the Homer 8 property.

### **Land Sale 3**

Land Sale 3 is the October 2015 sale located adjacent to the subject's west boundary. Approximately 50% of the property is mapped as discharge slope wetlands, mostly confined to the south half. According to the broker, at the time of sale the property benefited from three access points. Review of historic aerial imagery and public records indicates access was not fully constructed at the time of sale. Further, the broker

reported electricity and natural gas were adjacent to the site. Subsequent to the sale, Ternview Place was constructed, linking Little Fireweed Lane to East End Road. The property was exposed to the market for 187 days, originally listed for \$329,000, however it had been listed in prior years for \$345,000. The sale price of \$269,000 indicates a unit price of \$6,725 per acre.

Subsequent to the sale, the buyer subdivided the parcel into 24 one-acre lots and two four-acre lots reserved for future development. In the platting process, Kilokak Avenue and Little Fireweed Lane were improved and became City-maintained roads with water and sewer. The one-acre lots have nearly all been sold off with the majority now developed. One of the lots is currently listed for \$155,000.

By comparison, upward adjustments are necessary for market conditions and size differential. Conversely, access and utility infrastructure is rated superior, necessitating downward adjustments. An additional downward qualitative adjustment is required for a lower ratio of wetland inundation. After analysis, the net adjustment is upward, indicating a unit value greater than \$6,725 per acre for the Homer 8 property.

#### **Land Sale 4**

Land Sale 4 is the September 2015 sale located southwest of the subject on the south side of Spruce Lane, just east of Eagle Place. The property consists of two lots totaling 4.32± acres. The majority of the property is mapped as discharge slope wetlands per KWF Wetlands Assessment. Access is provided by Spruce Lane on the north boundary. Ternview Place on the east boundary is not improved. At the time of sale, the broker reported electricity and natural gas were adjacent to the site. Public water and sewer are located 660± feet to the north. The buyer had owned the adjacent 2.16± acre lot to the west since the mid 1990's, and then purchased the 39±-acre parcel to the east in September 2014. This purchase of the 4.32± acres analyzed in this transaction effectively connected the properties for a salvage yard.

The property was exposed to the market for four days, listed for \$75,000. The exact sale price was not disclosed by the broker. The buyer could not recall the exact sale price but indicated it was close to the list price. We consider \$70,000 a reasonable expectation of the sale price, which equates to \$16,203 per acre. By comparison, an upward adjustment is necessary for market conditions. Overriding downward adjustments are required for size differential, access, utilities, and a lower ratio of wetland inundation. Thus, this sale indicates a unit value less than \$16,203 per acre for the Homer 8 property.

**Land Sale 5**

Land Sale 5 is an older 2010 sale located southwest of the subject on the east side of Eagle Lane, which is not improved to the parcel. The property consists of two lots totaling 4.32± acres, comprised entirely of discharge slope wetlands per KWF Wetlands Assessment. The property was purchased from AHTNA, Inc. on behalf of Kachemak Moose Habitat, Inc., and conveyed to that entity a month after the purchase. The purchase motivation was for conservation purposes. The one-acre parcel on the southeast corner was previously purchased in 2005 and conveyed to the same buyer in 2009. The 7.68± acre property was listed in 2008 for \$48,000 and subsequently reduced to \$33,900. After nearly 1.5 years of market exposure, the property sold for \$29,000 or \$3,776 per acre.

By comparison, upward adjustments are necessary for market conditions, inferior access, and utility infrastructure. A partially-offsetting downward adjustment is recognized for size differential. The net adjustment is upward, indicating a unit value greater than \$3,776 per acre for the Homer 8 property.

**Reconciliation of Comparative Market Analysis**

Presented below is a rating grid and analysis of the primarily land sales used in comparative analysis.

| <b>Land Sale</b> | <b>\$/Acre</b> | <b>Rank</b> | <b>Net Adjustment</b> |
|------------------|----------------|-------------|-----------------------|
| <b>1</b>         | \$65,413       | Superior    | ↓                     |
| <b>2</b>         | \$17,816       | Superior    | ↓                     |
| <b>4</b>         | \$16,203       | Superior    | ↓                     |
| <b>Subject</b>   | -- --          | -- --       | -- --                 |
| <b>3</b>         | \$6,725        | Inferior    | ↑                     |
| <b>5</b>         | \$3,776        | Inferior    | ↑                     |

The comparable land sales indicate a wide unit value range from \$3,776 to \$65,413 per acre. Land Sales 1, 2, and 4 are rated superior indicating a unit value less than \$16,203 per acre. Conversely, Land Sales 3 and 5 are rated inferior indicating a unit value greater than \$6,725 per acre. After comparative analysis and making the necessary adjustments, we estimate a market value range of \$12,000 to \$13,000 per acre, which develops the following indicators.

|                                       |                  |
|---------------------------------------|------------------|
| <b>19.991 Acres × \$12,000/Acre =</b> | <b>\$239,892</b> |
| <b>19.991 Acres × \$13,000/Acre =</b> | <b>\$259,883</b> |

Based on the preceding analysis, the market value of the Homer 8 property as of May 12, 2022, is estimated as follows.

|                              |                  |
|------------------------------|------------------|
| <b>Market Value Estimate</b> | <b>\$250,000</b> |
|------------------------------|------------------|

# *Addendum*

## **Assumptions and Limiting Conditions**

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This appraisal is subject to the following **assumptions and limiting conditions**.

- ➔ No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be marketable unless otherwise stated.
- ➔ The property is appraised free and clear of all liens or encumbrances unless otherwise stated.
- ➔ The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
- ➔ All maps, plot plans, and other illustrative material are believed to be accurate, but are included only to help the reader visualize the property.
- ➔ It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
- ➔ It is assumed the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
- ➔ It is assumed the property conforms to all applicable zoning, land use regulations, and platting restrictions unless the nonconformity is identified, described, and considered in the appraisal report.
- ➔ Possession of this report, or a copy thereof, does not carry with it the right of publication.
- ➔ The appraisers, by reason of this appraisal, are not required to give consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.
- ➔ Neither all nor any part of the contents of this report shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraisers.
- ➔ The existence of any hazardous material or other type of environmental contamination, which may or may not be present on the property, was not observed by the appraisers nor do the appraisers have any knowledge of the existence of such substances. However, the presence of these substances may affect the value of the property. Therefore, the client is urged to retain an environmental assessment for discovery and evaluation.

**TASK ORDER #01  
Homer 8**

This Task Order pertains to an Agreement by and between the City of Homer, ("OWNER"), and MacSwain Associates LLC, ("CONSULTANT"), dated March 24<sup>th</sup>, 2022, ("the AGREEMENT"). Consultant agrees to perform the services described below. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the subject project.

**PART 1.0 PROJECT DESCRIPTION.** Appraisal Report for "Homer 8" property

**PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT.**

Provide Appraisal Report for 20 acres of property currently owned by the Kenai Peninsula Borough, known collectively as the "Homer 8", in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). A "Yellow Book" appraisal is not being requested at this time, however an "in house" review shall be accomplished. In the event a "Yellow Book" appraisal is required, the City and Consultant shall negotiate a change order to this Task Order.

**PART 3.0 OWNER'S RESPONSIBILITIES.**

Provide access to property. Provide data and information as requested by the Consultant.

**PART 4.0 DELIVERABLES AND TIME PERIOD.**

Progress Reports to be submitted in accordance with the following schedule:

- a. Deliverable #1 Letter Report identifying challenges/opportunities 30 days after NTP
- b. Deliverable #2 Letter Report identifying possible comps 60 days after NTP
- c. Deliverable #3 Appraisal Report 90 days after NTP

**PART 5.0 PAYMENTS TO CONSULTANT.**

Consultant shall be paid a fixed fee of \$4,800 on the basis of the following schedule:

- a. Deliverable #1 33% fixed fee
- b. Deliverable #2 33% fixed fee
- c. Deliverable #3 33% fixed fee

**For City of Homer**

Signature:  24 MAR 22  
 Robert Dumouchel, City Manager Date

**For Consultant**

Signature:  3/23/22  
 Steve MacSwain, MAI Date

# MacSwain Associates LLC

4401 Business Park Boulevard, Suite 22, Anchorage, Alaska 99503

**Appraiser:** Alex Kleinke  
State of Alaska, Certified General Real Estate Appraiser – License #148873

**Education:** Bachelor of Business Administration, Finance, University of Alaska Anchorage (2009)  
Master of Business Administration (MBA), University of Alaska Anchorage (2012)

**Professional Experience:** 2009 to Present – MacSwain Associates LLC

Real estate appraiser of all property types throughout Alaska including commercial, industrial, land, rights-of-way, and special-purpose properties. Appraisals performed for financing, right-of-way acquisitions, conservation easements, leasing, insurance, taxation, estate planning, investment analysis, and buy-sell decisions.

**Appraisal Education:** The following is a list of recently completed appraisal courses and seminars.

2022 – *Fundamentals of UASFLA* by the Appraisal Institute, Online

2021 – *Cool Tools: New Technology for Real Estate Appraisers* by the Appraisal Institute, Online

2021 – *Analyzing Operating Expenses* by the Appraisal Institute, Online

2021 – *Business Practices and Ethics* by the Appraisal Institute, Online

2020 – *7-Hour National USPAP 2020-2021 Update Course* by the Appraisal Institute, Anchorage, AK

2017 – *Business Practices and Ethics* by the Appraisal Institute, Online

2017 – *7-Hour Equivalent USPAP Update Course* by the Appraisal Institute, Online

2016 – *Advanced Market Analysis and Highest and Best Use* by the Appraisal Institute, Chicago, IL

2016 – *General Sales Comparison Approach* by the Appraisal Institute, Chicago, IL

2015 – *Real Estate Finance, Statistics, and Valuation Modeling* by the Appraisal Institute, San Diego, CA

2015 – *General Report Writing and Case Studies* by the Appraisal Institute, Las Vegas, NV

2015 – *General Income Approach Parts I and II* by the Appraisal Institute, San Diego, CA

2013 – *The Discounted Cash Flow Model: Concepts, Issues, and Apps.* by the Appraisal Institute, San Diego, CA

2013 – *General Appraiser Site Valuation and Cost Approach* by the Appraisal Institute, Fort Lauderdale, FL

2012 – *General Market Analysis and Highest and Best Use* by the Appraisal Institute, San Diego, CA

2011 – *15-Hour National USPAP Course* by the Appraisal Institute, Anchorage, AK

2010 – *Basic Appraisal Procedures* by the Appraisal Institute, Anchorage, AK

2010 – *Basic Appraisal Principles* by the Appraisal Institute, Anchorage, AK

## **Sample of Significant and Project Assignments:**

2020-21 – Eight right-of-way appraisals for Knik-Goose Bay Road Reconstruction Project

2020 – 43 City of Seward Lease Parcels including commercial, industrial, and marine-type properties

2020 – 41 City of Kenai Lease Parcels including aviation, commercial, industrial, and marine-type properties

2019 – City of Kodiak Lease Parcels including aviation and communication sites, seaplane base, and shipyard

2018 – Fractional interest of land and sandwich leases for Anchorage hotel and fuel station properties

2017 – Pacific Spaceport Complex, market rent of launch complex facilities within PSCA on Kodiak Island

2016-2017 – Provided insurable value project appraisals for properties in Utqiagvik, Dillingham, Iliamna, Kotzebue, Nome, Cordova, Naknek, Angoon, Haines, Hoonah, Juneau, Kake, Anchorage, Bethel, and Yakutat

2015 – 40 City of Seward Lease Parcels including commercial, industrial, and marine-type properties

2015 – 97 City of Kenai Lease Parcels including aviation, commercial, industrial, and marine-type properties

2015 – Assisted with cost estimate to acquire lands to develop proposed AKLNG from Pt. Thomson to Nikiski

2014-2020 – 50+ Right-of-way appraisals for Parks Highway MP 48.8 to 52.3 Reconstruction Project

2014 – Assisted with project management and appraisals of Nikiski properties for Alaska LNG acquisitions  
2012 – Assisted in the income analysis portion of the Trans Alaska Pipeline System (TAPS)  
2010-2022 – Alaska Railroad Corporation (ARRC) land lease appraisals in Anchorage, Seward, and Whittier

**Professional Affiliation:** Practicing Affiliate – Appraisal Institute



# MacSwain Associates LLC

4401 Business Park Boulevard, Suite 22, Anchorage, Alaska 99503

**Appraiser:** Steve MacSwain, MAI

Member of Appraisal Institute - No. 5700

State of Alaska, Certified General Real Estate Appraiser - No. 42

**Professional Experience:** 1986 to Present - MacSwain Associates LLC

1976 to 1986 - Appraisal Company of Alaska - President

1970 to 1975 - Real Estate Services Corporation – Appraiser

1969 to 1970 - State of Alaska Department of Highways - Right of Way Agent

Real estate appraiser and consultant of all property types throughout Alaska including commercial, industrial, subdivisions and special-purpose properties. Appraisals have been performed for financing, leasing, insurance, condemnation, taxation, property damages, investment analysis, and buy-sell decisions. Appraisals include valuation of both real property and business enterprises. Professional experience totals 49 years. Life-long Alaskan resident of Alaskan Native descent.

**Education:** Bachelor of Business Administration, Finance (1969), University of Alaska Fairbanks

**Appraisal Education:** The following is a list of completed appraisal courses and seminars.

2021 – *Cool Tools: New Technology for Real Estate Appraisers* by the Appraisal Institute

2021 – *Desktop Appraisals (Bifurcated, Hybrid) and Evaluations* by the Appraisal Institute

2021 – *Hot Topics & Myths in Appraiser Liability* by LIA Administrators & Insurance Services

2020 – *Uniform Standards of Professional Appraisal Practice – Update* by the Appraisal Institute

2019 – *How Tenants Create or Destroy Value: Leasehold Valuation and its Impact on Value* –by the Appraisal Institute

2017 – *Appraising Environmentally Contaminated Properties* by the Appraisal Institute

2017 – *Residential & Commercial Valuation of Solar* by the Appraisal Institute

2017 – *Right of Way Acquisition for Pipeline Projects* by the International Right of Way Association

2015 – *Litigation Appraising: Specialized Topics and Applications* by the Appraisal Institute

2015 – *Business Practices and Ethics* by the Appraisal Institute

2013 – *Complex Litigation Appraisal Case Studies* by the Appraisal Institute

2013 – *Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)* by the Appraisal Institute

2012 – *Appraisal Curriculum Overview* by the Appraisal Institute

2010 – *Reviewing Appraisals in Eminent Domain* by the International Right of Way Association

2010 – *Commercial Appraisal Engagement and Review Seminar for Bankers and Appraisers* by the Appraisal Institute

2009 – *The Appraiser as an Expert Witness: Preparation and Testimony* by the Appraisal Institute

2009 – *Attacking and Defending an Appraisal in Litigation* by Whitmer Education

2008 – *Uniform Standards of Professional Appraisal Practice* by the Appraisal Institute

2007 – *Business Practices and Ethics* by the Appraisal Institute

2007 – *Eminent Domain Law for Right of Way Professionals* by the International Right of Way Association

2007 – *Appraisal Review for Federal Aid Programs* by the International Right of Way Association

2007 – *Analyzing Operating Expenses* by the Appraisal Institute

1969-2006: Numerous appraisal classes pertaining to principles, income capitalization, cost analysis, sale comparison approach, and highest and best use analysis by the Appraisal Institute, Society of Real Estate Appraisers, International Right-of-Way Association, International Association of Assessing Officers, and Marshall Valuation Service

**Membership and Organizations:** Member of Appraisal Institute – No. 5700, International Right of Way Association (IRWA), and Building Owners and Managers Association (BOMA)

**Public Service:** Past Chairman of the State Board of Certified Appraisers

Past Member of Board of Equalization, Municipality of Anchorage, National Experience Review Committee of the Appraisal Institute, and Regional Ethics and Counseling Panel of the Appraisal Institute

Past President of Alaska Chapter 57 of the Appraisal Institute

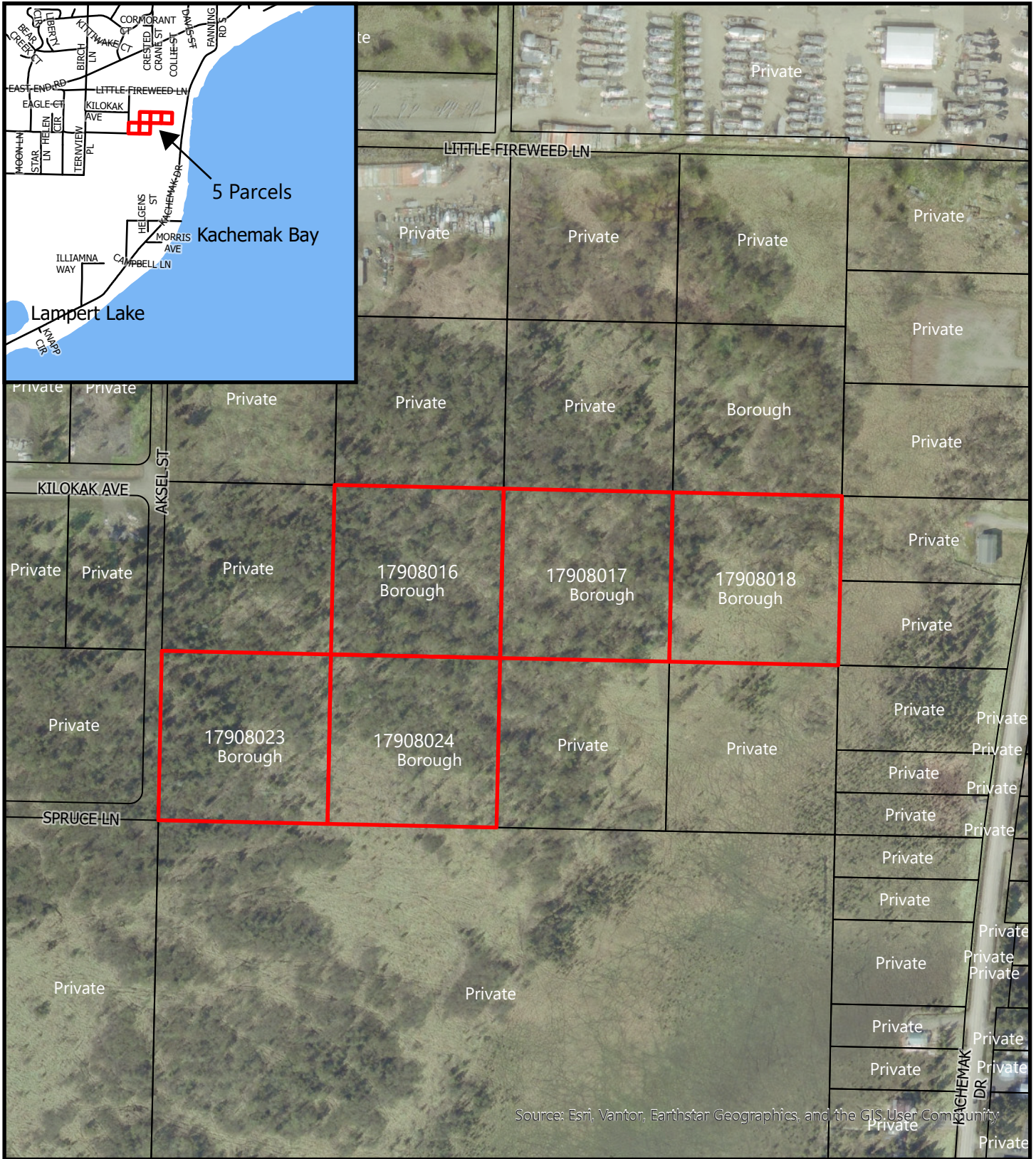
**Significant Assignments:**

- ➔ Appraised Pacific Spaceport Complex-Alaska (PSCA) land and facilities for Alaska Aerospace Corporation on Kodiak Island.
- ➔ Appraised proposed LNG Pipeline, a FERC-regulated 860-mile pipeline transporting liquefied natural gas.
- ➔ Appraised the Trans-Alaska Pipeline System, a FERC-regulated 800- pipeline that transports crude oil from Prudhoe Bay to Valdez, for TAPS ownership.
- ➔ Appraised remote lands (65,000± acres) owned by three Native corporations damaged by the *Selendang Ayu* grounding and subsequent oil spill.
- ➔ Appraised Calais Company, Inc., a real estate holding company consisting of 39 commercial parcels in Anchorage.
- ➔ Principal real estate consultant and expert witness for all lands affected by the *Exxon Valdez* oil spill. Project involved over 2,000,000 acres of remote land and nearly 2,000 private property owners.
- ➔ Appointed as a representative of a three-member panel that analyzed and valued over 1,000,000 acres and 8,000 parcels for the Mental Health Lands Settlement.
- ➔ Contract assessor for the North Slope Borough, Kodiak Island Borough, City of Nome, and the City of Valdez.
- ➔ Represented Seibu Alaska, Inc. (Alyeska Resort and Alyeska Prince Hotel) in preparing of their property tax appeal with the Municipality of Anchorage that resulted in a \$65 million reduction in assessed value.
- ➔ Appraised submerged tideland parcels and wetlands parcels located in Womens Bay on Kodiak Island for the purpose of an exchange between Koniag, Inc. and U.S. Fish and Wildlife Service.
- ➔ Appraised Common Carrier Pipeline right-of-ways leased and operated by BP Transportation Alaska and ConocoPhillips Alaska.
- ➔ Appraised 3,600 acres consisting of the former Adak Naval Air Station and Submarine Base conveyed to the City of Adak and the State of Alaska.

**Expert Witness Experience:** Steve MacSwain, MAI is qualified as an expert witness in both the United States Federal Court and the State of Alaska Superior Court. Steve has testified as an expert witness in State and Federal courts. In addition, Steve has testified as expert witness in numerous Alaskan municipal tax courts, public hearings, and depositions on matters related to real property.

**Arbitrator Experience:** Appointed a Master by the Superior Court of Alaska and Municipality of Anchorage to serve as an arbitrator in determining just compensation.

|   |   |
|---|---|
| License #: APRG42<br>Effective: 6/8/2021<br>Expires: 06/30/2023 | <b>State of Alaska</b><br>Department of Commerce, Community, and Economic Development<br>Division of Corporations, Business, and Professional Licensing<br><br><b>Board of Certified Real Estate Appraisers</b> |
| Licensee: <b>STEVEN JAMES MACSWAIN</b>                          |   |
| License Type: <b>Certified General Real Estate Appraiser</b>    |   |
| Status: <b>Active</b>   |   |
|   | Commissioner: Julie Anderson  |



Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community



LMD26-28  
Parcels 179080 -16,17,18,23,24

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.

**REAL ESTATE  
PURCHASE AND SALE AGREEMENT**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT this (“Agreement”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Homer, a municipal corporation organized and existing under the laws of the State of Alaska, whose address is 491 E. Pioneer Avenue, Homer, Alaska 99603 (“Buyer”), and the Kenai Peninsula Borough, whose address is 144 North Binkley Street, Soldotna, Alaska 99669 (“Seller”), for the purchase and sale of certain real property located in the City of Homer, Alaska.

**RECITALS**

WHEREAS, Seller owns that certain real property, of five lots encompassing approximately 12.5 acres, located in the City of Homer, and legally described as set forth in Exhibit A, attached hereto and made part of this Agreement (the “Property”).

WHEREAS, Buyer wishes to acquire from Seller separate deeds for each of the five (5) lots that constitutes the Property and as such, this Agreement applies to each of the five (5) lots.

WHEREAS, Buyer wishes to acquire the Property for the purpose of conservation (particularly to conserve habitat critical to local moose populations and salmon health, and also to protect peatland as a nature-based solution for stormwater collection, which will simultaneously recharge the peat, protect the water quality of Kachemak Bay, and mitigate coastal erosion), in part with federal funds for conservation awarded by the National Oceanic and Atmospheric Administration (NOAA).

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase the Property for the consideration and subject to the terms and conditions set forth in this Agreement.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **PROPERTY**

Subject to the terms and conditions of this Agreement, Seller agrees to sell and Buyer agrees to purchase the Property, together with any and all improvements, structures, buildings and fixtures located thereon or hereafter located thereon; all privileges, rights, water rights, easements, hereditaments and appurtenances thereto belonging; and all right, title and interest of Seller in and to any streets, passages and other rights of way included therein or adjacent thereto.

2. PURCHASE PRICE AND PAYMENT TERMS

The purchase price to be paid for the Property shall be One Hundred Fifty-Six Thousand Two Hundred Fifty U.S. Dollars and No cents (\$156,250.00) (“Purchase Price”), Based on the appraised value as determined by a third-party appraiser retained by the Buyer.

3. DEED

Title to the Property shall be conveyed to Buyer free and clear of any liens or encumbrances by a Quitclaim Deed (the “Deed(s)”) for each of the five (5) lots duly executed by Seller and recorded at Closing. The Deeds shall be in the form and content acceptable to Buyer and containing the following language or other similar language required by Buyer or Buyer’s funding sources:

“SUBJECT TO: This Property has been acquired with funds from Federal financial assistance award NA23NOS4730101 through NOAA’s FY2022 Bipartisan Infrastructure Law National Estuarine Research Reserve Habitat Restoration and Conservation funding under the Inflation Reduction Act. Title to the property conveyed by this deed shall vest upon acquisition in the City of Homer subject to the conditions that the Property shall be managed for conservation purposes and consistent with the purposes for which it was acquired. The City of Homer shall not dispose of, exchange, encumber its title or other interests in, or convert the use of this Property without the approval of NOAA or its successor agencies.”

4. OWNER’S TITLE INSURANCE

At Closing, Title Company shall issue to Buyer, at Buyer’s expense, a standard owner’s title insurance policy issued by Title Company’s underwriter, in the amount of the purchase price, insuring Buyer’s title to the Property, subject only to the printed exceptions normally contained in such policies, and any other exceptions approved by Buyer prior to Closing.

5. SELLER LIMITED REPRESENTATIONS

Seller represents and warrants to Buyer as follows:

5.2 Seller has all requisite power and authority to enter into this Agreement. Sale of the Property by KPB is subject to authorization by the KPB Assembly. If the KPB Assembly fails to authorize the sale of the Property, this Agreement will terminate without penalty.

5.3 All necessary action on the part of Seller has been taken to authorize the execution and delivery of this Agreement. This Agreement has been duly and validly executed and delivered by Seller.

5.4 Seller has received no notification and has no knowledge that the Property is not in compliance with any law (including environmental laws and laws dealing with the storage and handling of hazardous substances), rule, regulation, ordinance, zoning ordinance, fire or safety

code, insurance requirement, covenant, condition, restriction, agreement or right applicable to the Property.

5.5 Seller has no knowledge that any action, suit, proceeding or investigation is pending or threatened against or relating to the Property in any court or before any federal, state, municipal or other governmental department, agency, commission, board or bureau and Seller has no knowledge of any basis for, and has received no notice with respect to, any such action, suit, proceeding or investigation.

5.6 The Seller is not aware of persons other than Seller in possession or occupancy of the Property or any part thereof.

5.7 From and after the date of this Agreement, unless the KPB Assembly does not authorize the sale, Seller shall not, without the prior written consent of Buyer: (1) enter into, extend or modify any agreement, contract, commitment, lease, or other transaction which affects the Property in any way, or (2) sell, dispose of or encumber any portion of the Property, provided the terms of this contract is still in effect.

## 6. BUYER LIMITED REPRESENTATIONS

Buyer represents and warrants to Seller that the following statements are true as of the date of this Agreement and shall be true as of the Closing Date:

6.1. Buyer has all requisite power and authority to enter into this Agreement. All necessary action on the part of Buyer has been taken to authorize the execution and delivery of this Agreement, the performance of their obligations hereunder and the consummation of the transactions contemplated hereby.

6.2. Buyer covenants unto Seller, the property will be retained and utilized by the Buyer for conservation and stormwater mitigation purposes only.

6.3. No Warranty; Property "AS-IS, WHERE IS". Buyer acknowledges its responsibility to inspect the Property and agrees Seller assumes no liability for matters which would have been disclosed to the Buyer by an inspection of the property. Buyer further acknowledges that Seller makes no warranties, either expressed or implied, nor assumes any liability whatsoever, regarding the social, economic or environmental aspects of the property, to include without limitation, soil conditions, water drainage, physical access, availability of personal use wood supplies now or in the future, or natural or artificial hazards which may or may not exist or merchantability, suitability, or profitability of the Property for any use or purpose. Subject to the express covenants and representations of Seller set forth in this Agreement or in the Seller's Closing Documents, BUYER HEREBY ACKNOWLEDGES, AGREES AND REPRESENTS THAT THE PROPERTY IS TO BE PURCHASED, CONVEYED AND ACCEPTED BY BUYER IN ITS PRESENT CONDITION, "AS IS, "WHERE IS" AND WITH ALL FAULTS, AND THAT NO PATENT OR LATENT DEFECT OR DEFICIENCY IN THE CONDITION OF THE PROPERTY, WHETHER OR NOT KNOWN OR DISCOVERED, WILL AFFECT THE RIGHTS

OF EITHER SELLER OR BUYER HEREUNDER, NOR WILL THE PURCHASE PRICE BE REDUCED AS A CONSEQUENCE THEREOF.

## 7. DUE DILIGENCE PERIOD

Buyer shall have a period of time (the “Due Diligence Period”) to investigate the Property to determine if it is suitable for Buyer’s purposes. The Due Diligence Period shall commence immediately upon the execution of this Agreement and shall expire at 5 p.m. on June 5, 2026.

During the Due Diligence Period, Buyer and its agents may enter upon the Property and, at Buyer’s expense, conduct inspections, soils tests, environmental assessments, surveys, physical inspections and any other analyses or evaluations (hereafter collectively “Evaluations”) that Buyer deems necessary. Buyer shall indemnify and defend Seller against any claims, costs, or liabilities related to or arising out of any Evaluations that Buyer conducts or has conducted on the Property during the Due Diligence Period.

Buyer, at its sole expense, shall return the condition of the Property to its pre-inspection condition at the completion of their due-diligence.

During the Due Diligence Period, Buyer and Buyer’s agents shall have reasonable access to the Property to conduct the Evaluations, provided that the access shall not interfere with the use of the Property by Seller.

Seller shall deliver to Buyer within ten (10) business days after the date this Agreement is executed, the following: (i) copies of all soils, hydrology and geotechnical information in Seller’s possession related to the Property, (ii) schedule of any past, current, or pending litigation or legal claims associated with the Property, and (iii) list and complete copies of all licenses, permits, entitlements, approvals and covenants, conditions and restrictions affecting the Property.

If, as a result of the Evaluations, Buyer is dissatisfied with any aspect of the Property, Buyer shall have the right to cancel the purchase of the Property. In order to cancel the transaction, Buyer must give Seller written notice of the cancellation before the expiration of the Due Diligence Period, time being of the essence.

## 8. CLOSING CONDITIONS

Buyer’s obligation to close shall be subject to the satisfaction of the following conditions (the “Closing Conditions”) at or before the Closing Date, any of which may be waived by Seller:

8.1. As of the Closing Date, the Property shall be in substantially the same condition as of the expiration of the Due Diligence Period.

8.2. Title to the Property shall show in the title commitment issued by Title Company as properly vested in Seller.

8.3. Buyer shall have obtained necessary funding for the purchase of the Property, including the Purchase Price and any other necessary funding for stewardship of the Property.

8.4. This agreement is subject to appropriation. If grant funds are not appropriated, made available by the funding entity or funds are not sufficient to purchase the property set forth in this Agreement, the City of Homer may unilaterally terminate this Agreement.

## 9. TAXES AND ASSESSMENTS

Real property taxes and installments for special assessments (if any) that are due and payable as of the Closing Date shall be prorated on a per diem basis. Escrow Agent shall obtain all necessary information and shall prorate real property taxes between Seller and Buyer as of the Closing Date based on the latest available information. No adjustment in the real property tax proration shall occur following the Closing Date.

## 10. CLOSING COSTS

Buyer shall pay the escrow closing fee, title insurance premium, conveyance fees, recording fees, and all other closing costs. Seller and Buyer shall each pay their respective attorney's fees. The defaulting party shall pay any escrow cancellation fees if the Escrow fails to close due to the default of a party. For purposes of this Agreement, "Closing" means the date upon which all documents required to effectuate this Agreement are executed and delivered in accordance with the terms of this Agreement or the escrow documents, and the date a grant deed conveying title to the Property is delivered to the Buyer. Unless otherwise agreed in writing, Closing will occur within 270 days of the Effective Date of this Agreement (Closing Date). At Closing, Buyer will pay the balance of the purchase price, with good funds. Both Parties will execute all documents required to complete the Agreement and, if applicable, establish an escrow account. If Closing does not occur within 270 days, the Agreement is automatically void and terminated, unless the Parties mutually agree in writing to an extension prior to automatic termination (Outside Closing Date).

## 11. POSSESSION

Seller shall deliver and Buyer shall take possession of the Property upon recording of the Deed. Risk of loss shall pass to Buyer upon recording of the Deed.

## 12. BROKERS AND COMMISSIONS

Each party hereby represents and warrants that it has not used a broker or agent related to transactions herein. Seller agrees to indemnify and hold harmless Buyer from any and all brokerage commissions and fees claimed by any broker or agent utilized by Seller or any third party asserting a claim through Seller. Buyer agrees to indemnify and hold harmless Seller from

any and all brokerage commissions and fees claimed by any broker or agent utilized by Buyer or any third party asserting a claim through Buyer. Notwithstanding any provision to the contrary, the obligations of the parties under this Section shall survive the Closing and any termination of this Agreement.

### 13. PROPERTY CONDITION

Buyer shall solely rely upon Buyer's own determination and assessment of the physical condition of the Property, including, but not limited to the presence or absence of any hazardous substances or environmental contamination on the Property. In closing the transaction contemplated by this Agreement, Buyer shall have accepted the Property "AS IS, WHERE IS" without representation or warranty of any kind, except as provided by Seller in this Agreement.

### 14. SELLER DEFAULT AND BUYER REMEDIES

Seller shall be in default under this Agreement, unless the KPB Assembly does not authorize the sale, upon occurrence of any of the following events: (i) Seller enters into any contract, commitment or other transaction which affects title to the Property, including an agreement to sell, dispose of or encumber the Property or any portion of the Property; (ii) Seller fails to materially meet, comply with, or perform any covenant, agreement or obligation required on Seller's part within the time limits and in the manner required in this Agreement, for any reason other than a default by Buyer; or (iii) Seller fails to deliver at the Closing any items reasonable required of Seller by Buyer or Escrow Agent.

The termination of this Agreement shall be the sole remedy available to Buyer for breach or default by Seller, and Seller will not be liable for damages or specific performance, and Buyer hereby waives any and all rights to damages and specific performance.

### 15. BUYER DEFAULT AND SELLER REMEDIES

Buyer shall be in default under this Agreement upon occurrence of either of the following events: (i) Buyer fails to materially meet, comply with, or perform any covenant, agreement or obligation required on Buyer's part within the time limits and in the manner required in this Agreement, for any reason other than a default by Seller; or (ii) Buyer fails to deliver at the Closing any items reasonably required of Buyer by Seller.

The termination of this Agreement shall be the sole remedy available to Seller for breach or default by Buyer, and Buyer will not be liable for damages or specific performance, and Seller hereby waives any and all rights to damages and specific performance.

16. MISCELLANEOUS

16.1. Interpretation. The captions of the Sections of this Agreement are for convenience only and shall not govern or influence the interpretation hereof. This Agreement is the result of negotiations between the parties and, accordingly, any ambiguities shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof.

16.2. Survival. The representations, warranties and indemnities set forth in this Agreement shall survive the Closing and not merge into the deed or other documents to be delivered at Closing.

16.3. Assignment. This Agreement and the rights or obligations of any party under this Agreement may not be assigned by any party without the prior written consent of the other party (which shall not be unreasonably withheld, conditioned or delayed).

16.4. Waiver. Excuse or waiver of the performance by the other party of any obligation under this Agreement shall be effective only if evidenced by a written statement signed by the party so excusing. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Buyer of a breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

16.5. No Third Person Beneficiary. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such party shall have any right or cause of action hereunder.

16.6. Entire Agreement. This Agreement constitutes the entire agreement between and the reasonable expectations of the parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by a written agreement executed by all of the parties.

16.7. Further Documents. Buyer and Seller shall execute and deliver all such documents and perform all such acts as reasonably requested by the other party from time to time, prior to and following the Closing, to carry out the matters contemplated by this Agreement.

16.8. Incorporation of Recitals and Exhibits. All recitals to this Agreement and exhibits attached to this Agreement are by this reference incorporated herein.

16.9. Alaska Law. This Agreement shall be governed by the laws of the State of Alaska.

16.10. Date of Performance. Time is of the essence of this Agreement. If the date of performance of any obligation or the last day of any time period provided for under this

Agreement should fall on a Saturday, Sunday or legal holiday, then said obligation shall be due and owing, and the time period shall expire, on the first day thereafter which is not a Saturday, Sunday or legal holiday. Except as may otherwise be set forth in this Agreement, any performance provided for in this Agreement shall be timely made if completed no later than 5:00 p.m. (Alaska time) on the day of performance.

16.11. Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed an original, but all counterparts shall constitute but one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above intending to become legally bound.

**SELLER:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kenai Peninsula Borough

**BUYER:**

CITY OF HOMER

Dated: \_\_\_\_\_

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

## **EXHIBIT “A”**

The Property referred to herein below is situated in the City of Homer, State of Alaska and is described as follows:

Government Lot 18, in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.

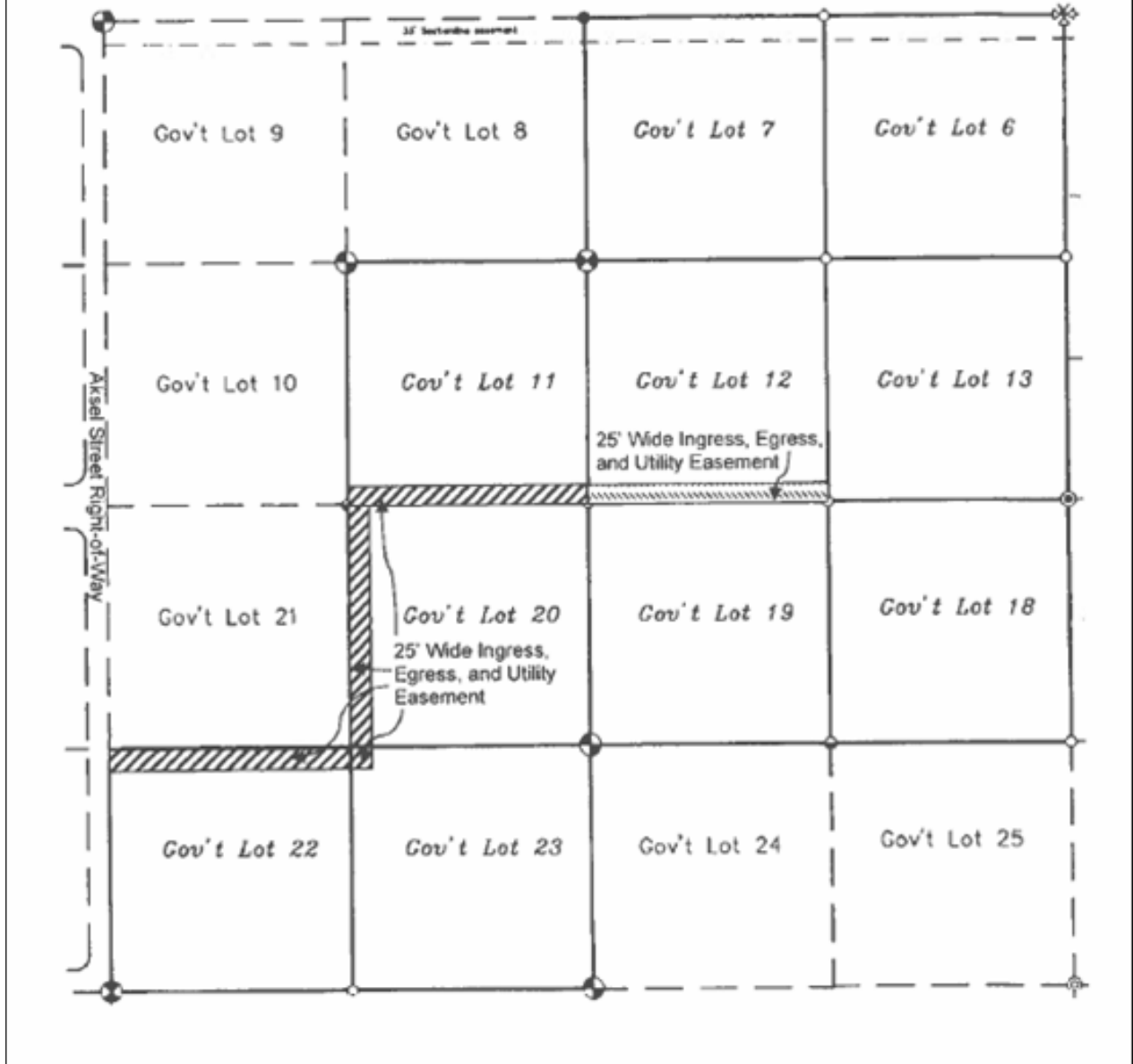
Government Lot 19, in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.

Government Lot 20, in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.

Government Lot 22, in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.

Government Lot 23 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recording District, Seward Meridian, Alaska.

**EXHIBIT A**



# Homer 5 Reserved Access

As Depicted on Conveyance Deeds

Introduced by: Mayor  
Date: 04/21/26  
Hearing: 05/05/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2026-17**

**AN ORDINANCE RE-AUTHORIZING THE CONVEYANCE OF KPB-OWNED LAND TO THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES FOR A PUBLIC HIGHWAY RIGHT-OF-WAY IN SUPPORT OF THE “STERLING SAFETY CORRIDOR IMPROVEMENTS, MP 82.5 TO 94” PROJECT**

**WHEREAS**, the State of Alaska Department of Transportation and Public Facilities (DOT&PF) has planned project improvements to the Sterling Highway located East of Soldotna and has requested the subject property to be incorporated as right-of-way for said improvements; and

**WHEREAS**, KPB acquired title to the subject property by Clerk’s Deed via a tax foreclosure process; and

**WHEREAS**, Ordinance 84-42 authorized the retention of the tax foreclosure parcel for a public purpose; and

**WHEREAS**, Ordinance 89-13 authorized the disposal of the subject parcel to DOT&PF for highway right-of-way purposes; and

**WHEREAS**, conveying the subject parcel to DOT&PF for the referenced right-of-way will aid in the mitigation of traffic safety concerns along the Sterling Highway benefitting borough residents and visitors; and

**WHEREAS**, the KPB Planning Commission, at its regular 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 real property described below is owned by KPB and has been identified by DOT&PF as a parcel necessary for right-of-way for completion of the planned Sterling Highway project:

That portion of the NE¼ of Section 26, Township 5 North, Range 10 West, Seward Meridian, in the Kenai Recording District, Third Judicial District, State of Alaska, lying North of the northerly right-of-way line of the Sterling Highway, containing 0.31 Acres more or less, Parcel 058-290-06.

**SECTION 3.** That the Assembly authorizes the conveyance of the KPB-owned parcel identified in Section 2 to DOT&PF and that the Assembly finds the provisions of KPB 17.10.110 and KPB 17.10.120 do not apply to this conveyance based on the following:

- a. That Ordinance 89-13 previously authorized the disposal of the subject parcel to the State of Alaska DOT&PF for highway right-of-way.
- b. Conveyance of subject parcel to DOT&PF is necessary to the planned Sterling Highway improvement project.
- c. The conveyance will result in efficiency and safety upgrades to the Sterling Highway benefitting both residents and visitors of the KPB.
- d. Based on the above, the Assembly therefore finds that the conveyance for less than fair market value is not considered a “sale” and that the conveyance serves a public purpose and public interest.

**SECTION 4.** That based on the foregoing and in support of the planned DOT&PF Highway Improvement Project, the mayor is hereby authorized, pursuant to KPB 17.10.100(I) to convey, through quitclaim deed, the land described in Section 2 above to the State of Alaska Department of Transportation and Public Facilities. DOT&PF shall be responsible for any and all related costs and recording fees. All other applicable terms and conditions of KPB 17.10 shall apply to this conveyance unless inconsistent with this ordinance.

**SECTION 5.** That the Mayor is authorized to sign any documents necessary to effectuate this ordinance.

**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.** That 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

## 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 *ARRFP*

**FROM:** Aaron Hughes, Land Management Officer *AH*

**DATE:** April 8, 2026

**RE:** Ordinance 2026-17 Re-Authorizing the Conveyance of KPB-Owned Land to the State of Alaska Department of Transportation and Public Facilities for a Public Highway Right-of-Way in Support of the “Sterling Safety Corridor Improvements, MP 82.5 To 94” Project (Mayor)

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The State of Alaska Department of Transportation and Public Facilities (DOT&PF) has requested the conveyance of a KPB-owned parcel located East of Soldotna as right-of-way for the planned “Sterling Safety Corridor Improvements, MP 82.5 to 94” project. The requested parcel is 0.31 acres and is depicted on the attached map.

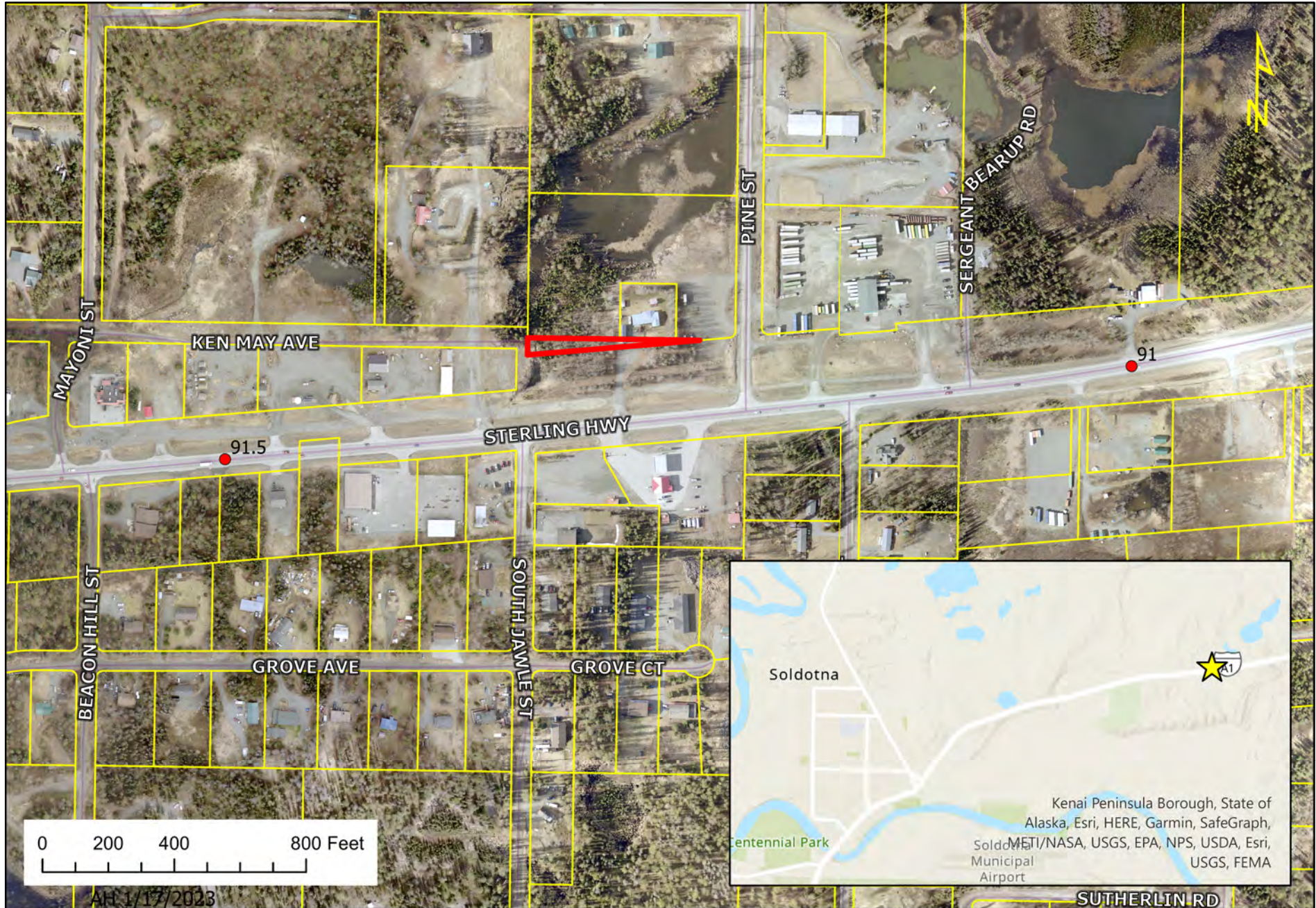
The ordinance authorizes the Mayor to execute all necessary documentation required to convey the subject parcel to DOT&PF in support of the planned Highway Improvement Project.

The subject parcel was acquired by KPB through tax foreclosure, retained for a public purpose and later authorized for disposal to DOT&PF by Ordinance 89-13. However, the conveyance under that authorization was not completed.

The conveyance of the requested parcel to DOT&PF for other than fair market value will provide benefit to borough residents and visitors by supporting the completion of safety and improvement upgrades to the Sterling Highway.

Your consideration is appreciated.

# KPB Conveyance to DOT&PF of Parcel 058-290-06 Containing 0.31 Acres



MEMORANDUM

TO: Nancy Hamill  
Karen Moore

FROM: Carolyn Turkington

DATE: March 11, 1993

RE: Tax Foreclosure Parcels

Following is a list of parcels that I show as having been obtained by the KPB through tax foreclosure, the classification of the parcel, the ordinance that classified it and any information I may have or know.

| <u>PARCEL #</u> | <u>CLASSIFICATION</u>   | <u>DOCUMENT</u> | <u>COMMENTS</u>  |
|-----------------|-------------------------|-----------------|--|
| 012-080-10      | Retained                | Res. 77-15      | Foreclosed on 1968 tax year, Case #70-1131D, recorded Kenai Recording District Book 87 Page 758. Foreclosed on 1969 tax year, Case #71-4504I, recorded Kenai Recording District Book 87 Page 763. Foreclosed on 1970 tax year, Case #72-5056, recorded Kenai Recording District Book 87 Page 768. Foreclosed on 1971 & 1972 tax years, Case #73-5053I, recorded Kenai Recording District Book 87 Page 775. It was not included in the 1977 foreclosure sale as it was "set aside as retained lands pending further disposition by the assembly, and their dedication to public use", pursuant to Resolution 77-15 Amended. |
| 012-080-44      | Retained for public use | Ord. 89-27      | Foreclosed on 1983 tax year, Case #3KN-84-139 Civil, recorded Kenai Recording District Book 286 Page 357. It was not included in the 1989 foreclosure sale as it was "set aside as properties retained for a public purpose" at the request of the Nikiski Fire Department for use as a parking area pursuant to Ord. 87-27 Substitute.  |

|            |                             |            |  |
|------------|-----------------------------|------------|--|
| 058-250-03 | Retained for public purpose | Ord. 84-42 | Foreclosed on 1979 tax year, Case #3KN-80-258, recorded Kenai Recording District Book 194 Page 21. KPB Resolution 84-42 Substitute classified this parcel as "set aside as properties retained for a public purpose". The school district expressed its desire to use this parcel for an elementary school site.   |
| 058-290-06 | Retained for public purpose | Ord. 89-13 | Foreclosed on 1979 tax year, Case #3KN-80-258, recorded Kenai Recording District Book 194 Page 21. KPB Ord. 89-13 authorized the KPB to dispose of the parcel to the State of Alaska Department of Transportation for additional right-of-way. The ordinance states that KPB <del>Resolution</del> 84-42 Substitute classified this parcel as "set aside as properties retained for a public purpose", however, it is not. For some unknown reason, the property has not been deeded to the State yet even though it was authorized. |
| 063-020-07 | Not classified              |            | Foreclosed on 1977 tax year, Case #3KN-78-168 CIV, recorded Kenai Recording District Book 154 Page 830. However, in this document the legal description of the parcel has the wrong township and from all indications it was never corrected. I cannot find where it was ever included in a foreclosure sale or retained.  |
| 063-064-05 | Retained for public purpose | Ord. 89-27 | Foreclosed on 1982 tax year, Case #3KN-83-334 CIV, recorded Kenai Recording District Book 274 Page 859. Ordinance 89-27 set aside as property "retained for a public purpose". The Public Works' Solid Waste Division had requested it be retained for a solid waste transfer site.  |
| 066-090-09 | Not classified              |            | Foreclosed on 1984 tax year, Case #3KN-86-137 CIV, recorded Kenai Recording District Book 341 Page 655. The parcel was not classified for sale or retention for the 1989 foreclosure sale (Ord. 89-27) nor the 1991 foreclosure sale (Ord. 91-41). It is listed as a sale parcel in the preliminary brochure for the 1993 sale and will probably be classified for sale.   |

ordinance

Introduced by: Mayor  
Date: May 15, 1984  
Hearing: Jun. 19, 1984  
Vote: Unanimous  
Action: Enacted

KENAI PENINSULA BOROUGH

ORDINANCE 84-42 (AM)  
(SUBSTITUTE)

AN ORDINANCE CLASSIFYING LANDS FORECLOSED BY THE BOROUGH FOR DELINQUENT REAL PROPERTY TAXES AND AUTHORIZING A LAND SALE OF TAX FORECLOSED PROPERTIES.

WHEREAS, certain real properties have been the subject of tax foreclosure proceedings by the Borough for delinquent payment of real property taxes levied in the Borough; and

WHEREAS, said properties have been sold and deeded to the Borough through such proceedings; and

WHEREAS, all of said properties have been held by the Borough for at least one year following sale to the Borough; and

WHEREAS, the KPB Code of Ordinances, Section 5.12.300 provides that all tax foreclosed property shall be classified; and

WHEREAS, the Mayor has presented to the Assembly a plan of classification; and

WHEREAS, AS 29.53.370 requires that the Assembly shall determine whether foreclosed property shall be retained for a public purpose;

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

Section 1. That the plan of classification submitted to the Assembly by the Mayor is approved and accepted, and the following parcels of property are hereby set aside as properties retained for a public purpose:

| <u>Parcel #</u> | <u>Description</u>  |
|-----------------|---|
| 058-040-02      | Section 26, T5N, R10W, S.M.,<br>NE $\frac{1}{4}$ that Por N of Sterling Hwy.,<br>containing 4 acres, more or less,<br>Kenai Recording District          |
| 058-250-03      | Section 22, T5N, R10W, S.M.,<br>E $\frac{1}{2}$ NW $\frac{1}{2}$ , Exc. Fine Sub., containing<br>20.00 acres, more or less, Kenai<br>Recording District |

Kenai Peninsula Borough  
Ordinance 84-42  
Page 1 of 3 Pages

Prior owners of these retained properties have no further claim to these lands from the date of adoption of this ordinance.

Section 2. That the list of properties submitted by the Mayor in his plan of classification, and certified by the Borough Finance Director as lands available for sale is hereby accepted and approved in classifying these properties as "for sale lands," as it is determined a public need for said lands does not exist. The list of "for sale lands" as classified by the Mayor and certified by the Borough Finance Director and dated June 19, 1984, is incorporated in this ordinance as if fully set forth in this section.

Section 3. A. The Borough Clerk shall send a copy of the published notice of hearing of this ordinance by certified mail to the former record owners of the parcels of property which are the subjects of this ordinance. This notice shall be mailed within five days of the first publication of the hearing on this ordinance and shall be sufficient if mailed to the property owner at the last address of record.

B. In the event that any of the "for sale lands" are sold for more than the amount of taxes, penalties, interest, and other costs, the Borough Finance Director shall provide the former record owner of the property written notice advising of the amount of the excess and the manner in which a claim for the balance of the proceeds may be submitted. Notice is sufficient if mailed to the previous owner at his last address of record. Upon presentation of a proper claim, the Borough shall remit the excess to the former record owner. A claim for the excess filed after six months of the date of sale is forever barred.

Section 4. That the Assembly authorizes the Borough to conduct a land sale to be held on September 8, at 9 A.M. at the Soldotna High School Auditorium, and to cause a public notice according to law to be published in a newspaper of general circulation in the Borough not less than 30 days before the date of the sale.

Section 5. That the Borough will execute and deliver to the buyer of any of the sale lands a tax foreclosure deed which will convey any and all interest the Borough might have in the property without warranty or representation of any kind. Prospective buyers shall be put on notice by this ordinance and by other means of publication in the public notice of the sale that the Borough does not vouch for its right, title, or interest in any of the properties to be sold; and the prospective buyers are put on notice that the Borough shall be held harmless from any and all claims regarding title or possession to any of the properties on the list of lands to be sold. The prospective buyers shall also be advised in the public notice that the Borough reserves the right to withdraw any or all of the parcels listed for sale and that, pursuant to law, any or all of the properties or par-

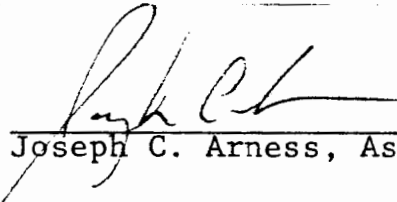
cels listed for sale may be redeemed by the record owners, or their assigns, at any time before the sale.

Section 6. That the Mayor is hereby authorized to sell said "for sale lands" for an amount not less than the judgment amount for taxes, plus penalties, interest, and other costs as shown in the list of lands certified by the Finance Director, for cash at a public outcry auction. Any of the properties from the list of "for sale lands" which are not sold at the public sale may be offered over the counter at the Finance office in the Borough Administration Building beginning on the next business day following the sale at the minimum bid price.

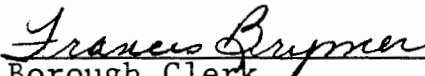
All property in the list of lands for sale is to be sold subject to any and all restrictions of record, zoning ordinances, and any and all plat requirements and covenants.

Section 7. This ordinance takes effect immediately upon its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS  
19th DAY OF June, 1984.

  
\_\_\_\_\_  
Joseph C. Arness, Assembly President

ATTEST:

  
\_\_\_\_\_  
Borough Clerk

PLAN OF CLASSIFICATION  
PROPERTIES TO BE RETAINED FOR  
PUBLIC USE

| <u>PARCEL #</u> | <u>DESCRIPTION</u>   | <u>OWNER/ADDRESS</u>  |
|-----------------|--|---|
|                 | 1980 for 1979 - 3KN 80-258   |   |
| 058-040-02      | Section 26, T5N, R10W,<br>S.M., NE $\frac{1}{4}$ that Por N of<br>Sterling Hwy, contain-<br>4 acres, more or less<br>Kenai Recording District  | Campbell, Earnestine<br>8141 Resurrection<br>Dr., Anchorage, AK<br>99504                |
| 058-250-03      | Section 22, T5N, R10W,<br>S.M., E $\frac{1}{2}$ NW $\frac{1}{4}$ , Exc. the<br>SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ and Exc.<br>Fine Sub., containing<br>20.00 acres, more or<br>less, Kenai Recording<br>District | Kramer Trust, Terri<br>Dee & Corky, c/o B.<br>Fine, 6212 26th N.W.<br>Seattle, WA 98107 |

PLAN OF CLASSIFICATION  
PROPERTIES TO BE SOLD

1981 for 1980 3KN 81-175  
 (1) Motion to Cause Issuance of Deeds: Mailed 12/22/82  
 (2) Deeds signed: 1/12/83  
 (3) Recorded: Homer 1/25/83  
                   Seward 1/24/83  
                   Kenai 1/24/83

| <u>PARCEL #</u>            | <u>DESCRIPTION</u>  | <u>OWNER/ADDRESS</u>  |
|----------------------------|---|---|
| Seward Recording District: |   |   |
| 189-270-07                 | Section 33, T1S, R2E,<br>S.M., ASLS 77-174<br>Tract G, ADL No. 62294,<br>containing 02.81 acres,<br>more or less  | Church, Robert H.<br>9595 Oneida Street,<br>Ventura, Calif. 93003                         |
| 144-190-14                 | Camelot By The Sea<br>Subdivision, Lot 11,<br>Block 10  | Griffin, Eunic & Camelot<br>by the Sea, 301 E. Fire-<br>weed Lane, Anchorage, AK<br>99503 |
| 144-190-15                 | Camelot By The Sea<br>Subdivision, Lot 12,<br>Block 10  | Griffin, Eunic & Camelot<br>by the Sea, 2605 Artic<br>Anchorage, AK 99503                 |
| 189-270-02                 | Section 33, T1S, R2E,<br>S.M., ASLS 77-174,<br>Tract B, ADL No. 61705,<br>containing 05.00 acres,<br>more or less | Callender, James R., 3401<br>Hiland Dr., Anchorage,<br>AK 99504                           |
| 144-050-10                 | McBride Subdivision<br>Lot 9  | Norman, Carl T., Box 496,<br>Seward, AK 99664   |
| Kenai Recording District:  |   |   |
| 133-190-28                 | Cohoe Lakes Subdivision,<br>S ½ Lot 10, Block 3,  | Clemens, Billie Rae,<br>2839 Sunflower St.,<br>Anchorage, AK 99504                        |
| 133-270-63                 | Cohoe Shores, Lot 3,<br>Block 10  | Jenkins, John W. &<br>Suzanne E., Box 3-142,<br>Anchorage, AK 99509                       |

| <u>PARCEL #</u>           | <u>DESCRIPTION</u>  | <u>PREV. OWNER/ADDRESS</u>   |
|---------------------------|---|--|
| 063-510-34                | Timber Lake Estates<br>Subdivision Lot 3,<br>Block 2, containing<br>01.14 acres, more or less   | Langendorf, Arlene,<br>General Delivery,<br>Soldotna, AK 99669   |
| 065-230-45                | Gregory Subdivision,<br>Addition No. 4 Lot 10,<br>Block 9   | Lee, Robert O. & Hilda,<br>245 Muldoon Road,<br>Anchorage, AK 99504  |
| 057-210-14                | Matranga Resubdivision<br>No. 2 of Tract 1, Tract<br>1-A, containing 01.12<br>acres, more or less   | Matranga, Gregory Allan,<br>801 Airport Heights,<br>Anchorage, AK 99504  |
| 014-230-04                | Wooded Shores Subdivi-<br>sion, Part 1 Lot 20,<br>Block 2, Containing<br>.94 acres, more or less  | Reaves, Thomas A. & Amy<br>D., Box 8359 NRB, Kenai<br>AK 99611   |
| 066-111-46                | Don Jack Subdivision,<br>Tract 14, containing<br>9.14 acres, more or less   | Sabo, Mikky, 8244 Rainy<br>Pl., Anchorage, AK 99502  |
| 013-120-64                | "B" & "B" Subdivision,<br>Lot 3, containing 02.00<br>acres, more or less<br>(Parcel # changed-new<br># 013-550-04)  | Troyer, Marvin L., North<br>Star Route 1, Box 1617,<br>Kenai, AK 99611   |
| 013-120-65                | "B" & "B" Subdivision,<br>Lot 2, containing 03.00<br>acres, more or less<br>(Parcel # changed-new<br># 013-550-03)  | Troyer, Marvin L., North<br>Star Route 1, Box 1617,<br>Kenai, AK 99611   |
| Homer Recording District: |   |  |
| 171-102-21                | Section 31, T5S, R13W,<br>S.M., N $\frac{1}{2}$ SE $\frac{1}{4}$ and S $\frac{1}{2}$ NE $\frac{1}{4}$ ,<br>containing 160 acres,<br>more or less (Notice<br>of Sale to Deed of<br>Trust Holder-status<br>unknown) | Arctic Fox Trading<br>Company, Inc., 727 "N"<br>Street #2, Anchorage, AK<br>99501<br>LIT REPORT: Twitter Creek<br>Land Club - owner of<br>record |

| <u>PARCEL #</u>           | <u>DESCRIPTION</u>   | <u>PREV. OWNER/ADDRESS</u>   |
|---------------------------|--|--|
| Homer Recording District: |  |  |
| 157-180-07                | Hylen Subdivision,<br>1973 Addition, Lot 7,<br>Block 2   | Cash, Rex & Joyce, 7343<br>Bailey Dr., Anchorage, AK<br>99502  |
| 157-180-08                | Hylen Subdivision,<br>1973 Addition, Lot 8,<br>Block 2   | Cash, Rex & Joyce, 7343<br>Bailey Dr., Anchorage, AK<br>99502  |
| 172-300-17                | Fox River Estates<br>Lot 1, containing 5.00<br>acres, more or less   | Fox River Investments,<br>Box 903, Homer, AK 99603<br>LIT REPORT: William M.<br>Larson - owner of record |
| 165-350-04                | Chakok Acres Subdivi-<br>sion, Tract 9, contain-<br>ing 09.78 acres, more<br>or less   | Tucker, Gordon & Glenna<br>Box 363, Anchor Point,<br>AK 99556  |
| 165-420-25                | Nikolaevsk Village Sub-<br>division, Tract 52,<br>containing 01.93 acres,<br>more or less, (Parcel #<br>changed-new #165-640-63) | Basargin, Ivan S. &<br>Poluhery, Box 781,<br>Homer, AK 99603   |



| <u>PARCEL #</u>           | <u>DESCRIPTION</u>  | <u>PREV. OWNER/ADDRESS</u>   |
|---------------------------|---|--|
| Homer Recording District: |   |  |
| 169-210-15                | Cranberry Hills Sub-division, Park, Block 4, containing 02.03 acres, more or less | Roderick, Paul E. & Carolyn E., Box 836, Homer, AK 99603   |
| 159-240-19                | Happy Valley Homesites Lot 83   | Skinner, W. P., 3224 W. 88th Ave., #4, Anchorage, AK 99502   |
| 159-240-47                | Happy Valley Homesites Lot 97   | Wise, Kenneth, Box 427, Homer, AK 99603  |
| Kenai Recording District: |   |  |
| 131-250-11                | Goodrich Acres Subdivision, Lot 1, Block 2  | Alvarez, Jr., Menchea & Anita R., 8310 Resurrection Dr., Anchorage, AK 99504                                   |
| 013-161-15                | Georgine Lake, Lot 15, Block 1  | Carney, Denver L., 4836 Blackstone Cricle, Anchorage, AK 99507   |
| 057-502-17                | Sunset Park Subdivision Lot 8, Block 3  | Boyd, Jimmie J. & Frances A., RR Box 413, Chelsea, OK 74016<br>LIT REPORT: Wilson, Mickey D. - owner of record |

PROPERTIES TO BE SOLD

1979 for 1978 3KN 79-225

|     |                                    |        |         |
|-----|------------------------------------|--------|---------|
| (1) | Motion to Cause Issuance of Deeds: | Mailed | 6/22/82 |
| (2) | Deeds signed:                      |        | 9/12/82 |
| (3) | Recorded:                          | Homer  | 9/13/82 |
|     |                                    | Kenai  | 9/12/82 |
|     |                                    | Seward | 9/21/82 |

| <u>PARCEL #</u> | <u>DESCRIPTION</u> | <u>PREV. OWNER/ADDRESS</u> |
|-----------------|--------------------|----------------------------|
|-----------------|--------------------|----------------------------|

Seward Recording District:

|            |   |  |
|------------|---|--|
| 144-200-14 | Camelot By The Sea<br>Subdivision, Lot 28,<br>Block 8 | Capitol Development Co.,<br>505 W. Northern Lights,<br>Anchorage, AK 99503 |
|------------|---|--|

Kenai Recording District:

|            |  |   |
|------------|--|---|
| 012-220-08 | Field Subdivision No.<br>1, Lot 6, Block 2 | Tessier, Delores, 6600<br>Weimer Dr., #6, Anchorage<br>AK 99502 |
|------------|--|---|

PROPERTIES TO BE SOLD

1978 for 1977 3KN 78-168

- (1) Motion to Cause Issuance of Deeds: mailed 1/30/80
- (2) Deeds signed: 2/14/80
- (3) Recorded: Homer & Seldovia 4/3/80  
Seward 4/7/80  
Kenai 4/2/80

| <u>PARCEL #</u>            | <u>DESCRIPTION</u>   | <u>PREV. OWNER/ADDRESS</u>   |
|----------------------------|--|--|
| Seward Recording District: |  |  |
| 144-190-02                 | Camelot By The Sea Sub-<br>division, Lot 29,<br>Block 8  | Capitol Development Co.,<br>505 W. Northern Lights,<br>Anchorage, AK 99503 |
| 144-190-04                 | Camelot By The Sea Sub-<br>division, Lot 31,<br>Block 8  | Capitol Development Co.,<br>505 W. Northern Lights,<br>Anchorage, AK 99503 |
| 144-190-10                 | Camelot By The Sea Sub-<br>division, Lot 17,<br>Block 10   | Capitol Development Co.,<br>505 W. Northern Lights,<br>Anchorage, AK 99503 |
| 144-190-11                 | Camelot By The Sea Sub-<br>division, Lot 18,<br>Block 10   | Capitol Development Co.,<br>505 W. Northern Lights,<br>Anchorage, AK 99503 |
| Homer Recording District:  |  |  |
| 159-270-16                 | Emil D. Jeske Subdivi-<br>sion, E $\frac{1}{2}$ , Tract 4, con-<br>taining 4.51 acres,<br>more or less | Millard, Leonard G., 804<br>Third Street, Int'l<br>Falls, MN 56649         |
| 165-290-05                 | North Fork Acres Sub-<br>division No. 3, Tract<br>34, containing 9.55<br>acres, more or less           | Morrison, Kathy, SRA Box<br>474 M, Anchorage, AK<br>99507                  |
| 165-290-06                 | North Fork Acres Sub-<br>division No. 3, Tract<br>39, containing 9.55<br>acres, more or less           | Morrison, Kathy, SRA Box<br>474 M., Anchorage, AK<br>99507                 |

| <u>PARCEL #</u>                     | <u>DESCRIPTION</u>   | <u>PREV. OWNER/ADDRESS</u>   |
|-------------------------------------|--|--|
| 165-290-12                          | North Fork Acres Sub-<br>division No. 3, Tract<br>35, containing 9.55<br>acres, more or less | Morrison, Kathy, SRA Box<br>474 M., Anchorage, AK<br>99507                                 |
| Kenai Recording District:           |  |  |
| 057-481-15                          | Hodgson Subdivision<br>Lot 76  | Hodgson, Bernice Carrole<br>Box 374, Soldotna, AK<br>99669                                 |
| 015-120-02                          | Sprucewood Manor<br>Lot 2, Block 1   | Kollenborn, Byron B. &<br>Robin, Gen. Del., Kenai,<br>AK 99611                             |
| 015-120-03                          | Sprucewood Manor<br>Lot 3, Block 1   | Kollenborn, Byron B. &<br>Robin, Gen. Del., Kenai,<br>AK 99611                             |
| FORECLOSURE 1977 for 1976: 77-15581 |  |  |
| 133-270-61                          | Cohoe Shores, Lot 1,<br>Block 10   | Sudduth, James H., Sr., &<br>Lowry, Patricia, 1612 W.<br>14th Ave., Anchorage,<br>AK 99501 |
| 159-120-47                          | Happy Creek Homesites<br>Lot 33  | Segriff, John F. & Sherry<br>L., Box 8525, Mt. View,<br>Anchorage, AK 99504                |

Introduced by: Mayor  
Date: Feb. 21, 1989  
Hearing: Mar. 21, 1989  
Action: Enacted  
Vote: Unanimous

KENAI PENINSULA BOROUGH

ORDINANCE 89-13

AUTHORIZING THE DISPOSAL OF BOROUGH LANDS FOR PUBLIC RIGHT-OF-WAY TO THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION

WHEREAS, certain real properties have been the subject of tax foreclosure proceedings by the borough for delinquent payment of real property taxes levied by the borough; and,

WHEREAS, Ordinance 84-42 (substitute) as required under AS 29.53.370 determined that certain foreclosed property would be retained for public purpose; and

WHEREAS, Tax parcel 058-290-06 was retained for public purpose and was recommended that it be dedicated to the State of Alaska for highway right-of-way; and

WHEREAS, the planning commission, at it's regularly scheduled meeting of February 6, 1989, recommended approval of Ordinance 89- ;

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

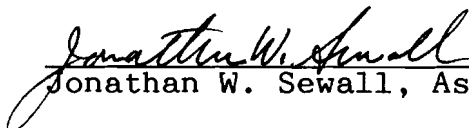
Section 1. That tax parcel 058-290-06, further described as that portion of the NE 1/4 Section 26, T5N, R10W, S.M., Alaska lying north of the Sterling Highway containing 0.31 acres, more or less be approved for disposal to the State of Alaska, Department of Transportation for the purpose of highway right-of-way.


Section 2. That the Mayor is hereby authorized to sign such documents necessary to effectuate this disposal.

Section 3. That this ordinance takes effect immediately upon its enactment:

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH ON THIS 21st DAY OF March, 1989.

ATTEST:

  
Jonathan W. Sewall, Assembly President

  
Joanne Bradley  
Borough Clerk

Introduced by: Mayor  
Date: 04/21/26  
Hearing: 05/05/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2026-18**

**AN ORDINANCE AUTHORIZING THE LEASE OF BOROUGH-OWNED  
LAND FOR A MATERIAL SITE IN BELUGA 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,** part of the land listed in Section 2 of this ordinance is classified as Resource Development pursuant to Resolution 2008-025; and

**WHEREAS,** the proposed lease premises is an active material site, commonly known as the Beluga Material Site, that produces gravel products important for development and infrastructure maintenance to the industries and community of Beluga; and

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

**WHEREAS,** sealed bid procedures ensure that the lease offering for the specified natural resources is orderly and fair; 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 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 21108327 | 24 +/-       | That Portion of Tract A-3 Beluga Terrace Addition No. 3, Plat No 2003-44 Anchorage Recording District lying South of Freeman Creek, containing 24 acres, More or Less as shown on Exhibit 2 of the Lease. | Beluga                  | \$450 per Month    |

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

**SECTION 4.** That the lease will provide for the removal of a base amount of 1,000 cubic yards of material after processing to be removed from the site on a calendar year basis, which will be included in the base rent amount. Any amounts in excess of 2,000 cubic yards after processing in a calendar year shall be conditioned on the payment of royalty of \$3.50 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 5.** That, following bid closing and award to the successful bidder if award is found to be in the best interest of KPB, the Mayor is hereby authorized to negotiate and enter into a Material Site Lease Agreement, substantially similar to the draft agreement accompanying this ordinance, for the Lease Premises described in Section 2, subject to all lease conditions required by this ordinance, the applicable provisions of KPB 17.10. That the Mayor is authorized to sign any documents necessary to effectuate this ordinance.

**SECTION 6.** 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 May 21, 2026, 4:00 p.m. The location of receipt of sealed bids will be the KPB Land Management front desk on the top floor at 144 N. Binkley Street, Soldotna, Alaska.

**SECTION 7.** 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 8.** 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 9.** 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 \$2,700, will accompany the sealed bid. Only the bid deposit of the awarded bidder will be deposited and will be applied to the 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 10.** 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 11.** 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 12.** That material site revenue from the lease shall be submitted to the KPB Finance Department and deposited into Land Management Account No. 250.00000.00000.37150 and any amounts in excess of 2,000 cubic yards in a calendar year shall be conditioned on the payment of royalty deposited into account No. 250.00000.00000.37160.

**SECTION 13.** 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 14.** That 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

## Planning Department – Land Management Division

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### MEMORANDUM

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

**THRU:** Peter A. Micciche, Mayor *PM*  
Robert Ruffner, Planning Director *ANFPP*  
Aaron Hughes, Land Management Officer *AA*

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

**DATE:** April 9, 2026

**RE:** Ordinance 2026-18, Authorizing the Lease of Borough-Owned Land for a Material Site in Beluga by Competitive Lease Offering Through Sealed Bid Procedures (Mayor)

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The Beluga Material Site is located in the remote, community of Beluga on the west side of the Cook Inlet. The site was previously managed through a now-expired Concessionaire's Agreement. Gravel products from the site are important for development and infrastructure needs in the area

A public offering lease will provide local markets with important gravel products and development opportunities. A sealed bid offering format will be used to determine fair market rental value with a minimum reserve amount of \$450 per month. 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 yearly material removal of 1,000 cubic yards and a maximum of 2,000 cubic yards, tied to the minimum bid base rent and performance requirements. A royalty rate of \$3.50/cubic yard for gravel volumes that are in excess of the 2,000 cubic yards removed each calendar year. The lease will be offered for an initial 5 year term, with a 5-year renewal provision upon mutual written consent. The lease premises is 24 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.

The Sealed Bid receipt deadline is proposed for 4 p.m. May 21, 2026, with all bids to be received at the Land Management Division front desk located on the top floor at 144 N. Binkley Street, Soldotna, Alaska. 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.

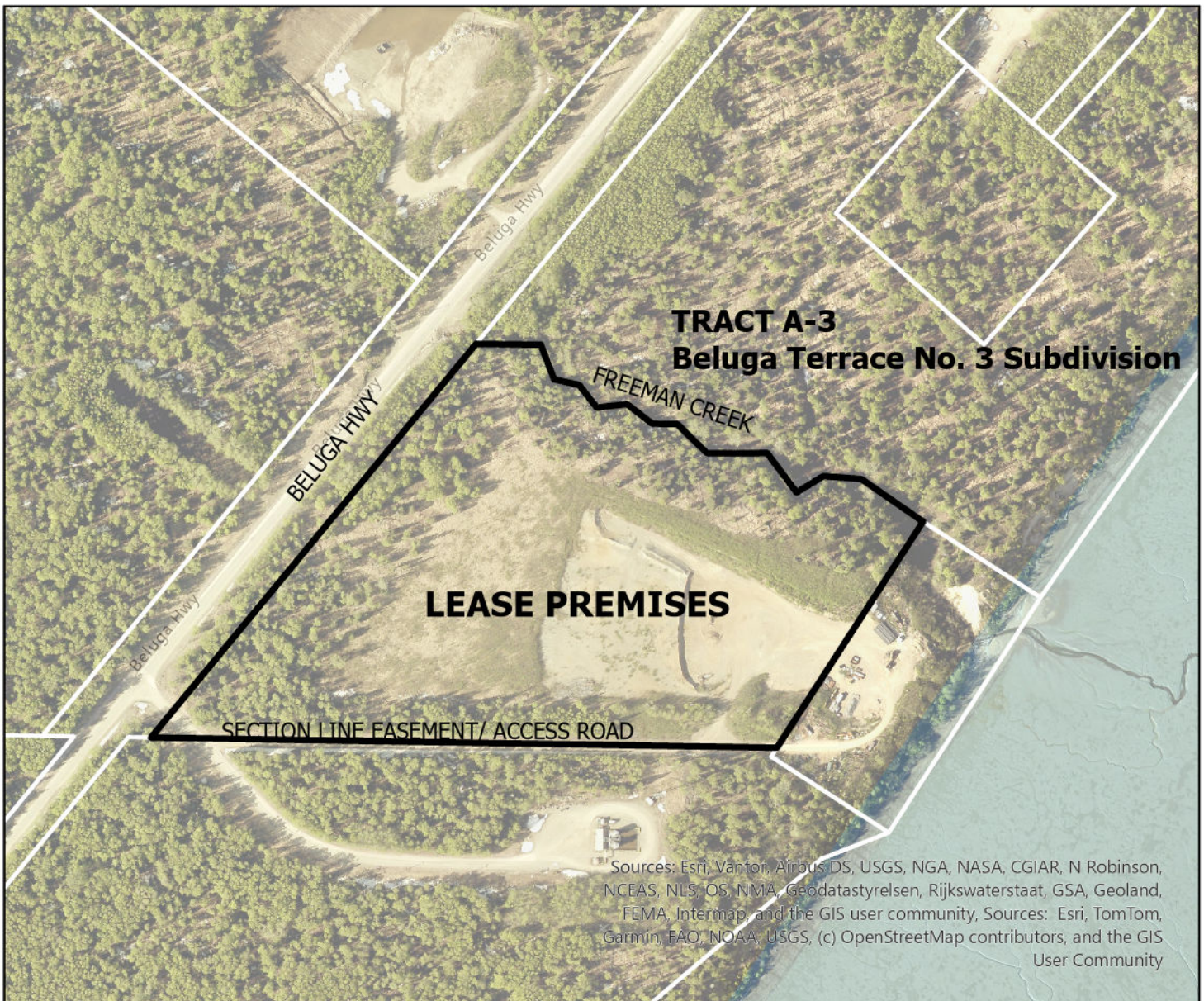
The KPB Planning Commission will hold a public hearing regarding the proposed land sale on April 27, 2026, and will forward its recommendation to the Assembly.

Your consideration is appreciated.

# Beluga Materials Site Lease Location Map

## Site Description

That Portion of Tract A-3 Beluga Terrace Addition No. 3, Plat No 2003-44 Anchorage Recording District lying South of Freeman Creek, containing 24 acres, More or Less



**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 24 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".

### 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) With prior written approval from KPB Mayor, Lessee will have the 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 Lessee shall submit a request for renewal no later than sixty (60) days before the end of the initial term. 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 13, "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 \_\_\_\_\_ (Minimum Bid \$450/Mo) \_\_\_\_\_ (\$ \_\_\_\_\_ .00) (Rent), at the address set forth above on or before the fifth (5th) day of each calendar month in which Rent is due, in advance. Rent will be prorated for any partial month. On each Anniversary 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 Material Site Lease Agreement

Site Name: Beluga Material Site

the monthly Rent amount will be charged to the Lessee for each month past due. A minimum of 1,000 cubic yards and a maximum of 2,000 cubic yards of materials removed is included in rent.

**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 KPB 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.
- D) Clearing live vegetation or extracting material within 50-feet of the Access Road along the south boundary, within 50-feet of the Beluga Highway ROW along the west boundary, or within 100-feet of Freeman Creek along the north boundary of the Premises, except in the case of openings for access development purposes on the south or west sides not to exceed 60 feet in width.

**10. ROYALTY.** Materials removed from the Material Site under lease 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 \$3.50 per cubic yard. Payment of Royalty shall accompany the signed statement of materials removed, due by January 30<sup>th</sup> for materials removed in the preceding calendar year. The first 2,000 cubic yards of materials removed each year or partial year of the lease are included in rent and are not subject to Royalty payment.

#### **11. SECURITY AND SAFETY MEASURES.**

Gate and Site Security. Lessee may install, operate and maintain a locked gate or other site security measures for the leased area provided Lessee first provides KPB, for its review and approval, a "security and public safety plan" showing the location and specification of the security features, 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.

#### **12. 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.

(b) Access Maintenance. During the term of the Lease, Lessee agrees to perform its own maintenance

of the Access Road, located along the Section Line Easement on the south boundary of the lease, necessary to conduct the Performance Requirements contained in Section 16, "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) 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.

(d) 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.

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

**13. 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 16 "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.

**14. 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.

## **15. 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.

## 16. OPERATING REQUIREMENTS

(a) In performance of the Lease, Lessee must operate the material site for no less than 14-days each calendar year within the Term(s) of the Lease, to produce materials, to offer materials for local market, to respond timely to customers, and to upkeep the site according to the standards set forth in this lease.

(b) In performance of the Lease, Lessee shall submit to KPB, a mining and reclamation plan, which shall be subject to the approval of the KPB, 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. The mining plan shall maintain a minimum 50-foot-wide vegetative buffer along the south and west boundaries of the site and a minimum 300-foot-wide excavation set-back with existing natural vegetative buffer within the 300-foot setback remaining intact along the north boundary, Freeman Creek, or as required under KPB 21.29. 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 1,000 cubic yards of material each year and may sell, or otherwise dispose, such material each year, or partial year, within the Term of the Lease. The first 2,000 cubic yards of material removed each year, or partial year is included in rent. Lessee may produce and sell, or otherwise dispose additional volumes beyond 2,000 cubic yards subject to the payment of Royalty. All materials removed from the site 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 year, along with supporting dated volumetric accounting records and corresponding royalty payment. "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 obtain a Material Site Conditional Land Use Permit under the provisions of KPB 21.29 applicable to the Use on the Premises. Such permit shall be obtained no later than September 30, 2026 and shall be kept in good standing for the duration of the lease term.

## 17. 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.

**18. 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.

#### **19. ENVIRONMENTAL LIABILITY BASELINE.**

(a) 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.

(b) Financial Responsibility for Contamination on the Property and on any Affected Property. Lessee assumes financial responsibility to the KPB for any contamination in, on, and under the Property, except for contamination that is identified in an Environmental Liability Baseline. This is without prejudice to Lessee's right to seek contribution or indemnity from either prior lessees of the Property, or other potentially responsible parties except for the KPB.

#### **(c) Establishing an Environmental Liability Baseline**

1. If Lessee wants to establish an Environmental Liability Baseline for any or all portions of the Property, Lessee must provide the KPB with an Environmental Assessment for that portion of the Property prior to its use.
2. 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 KPB 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.
3. 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.

#### **(d) Adding to an Existing Environmental Liability Baseline**

- i) 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 KPB for the KPB's consideration to add to the Environmental Liability Baseline. Lessee's additional Environmental Assessment must demonstrate by reasonable evidence to the satisfaction of the KPB which portion of the additional contamination on the Property was not caused by Lessee or Lessee's activities, or to which Lessee or Lessee's activities did not materially contribute.

ii) 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.

(e) The KPB's Acceptance or Rejection of Lessee's Environmental Assessment. When the KPB receives Lessee's Environmental Assessment to establish an Environmental Liability Baseline or to add to an existing Environmental Liability Baseline, the KPB, in its sole discretion, may do one of the following:

i) 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 KPB's tests conflict with Lessee's Environmental Assessment, the KPB 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

ii) 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

ii) 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 KPB determines in writing that the findings of the Environmental Assessment are inadequate to establish an Environmental Liability Baseline or to add to an existing Environmental Liability Baseline. The KPB's written rejection of the Lessee's Environmental Assessment will be based on failure of Lessee's Environmental Assessment to either:

(A) 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

(B) 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.

(f) Amending the Environmental Liability Baseline to Delete Contamination Caused or Assumed by Lessee, or to which Lessee Materially Contributed.

i) 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.

ii) The KPB will have the burden of proof to establish that Lessee or Lessee's operations or activities caused or materially contributed to the contamination.

iii) 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

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

(h) 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:

Tract A-3 of Beluga Terrace Addition No. 3, Plat No 2003-44 Anchorage Recording District located within Section 4, T12N, R10W, Seward Meridian, Alaska

Parcel Number: 21108327

The Leased Premises are described as follows:

That Portion of said Tract A-3 lying South of Freeman Creek, containing 24 acres, More or Less as shown on Exhibit 2 of the Lease.

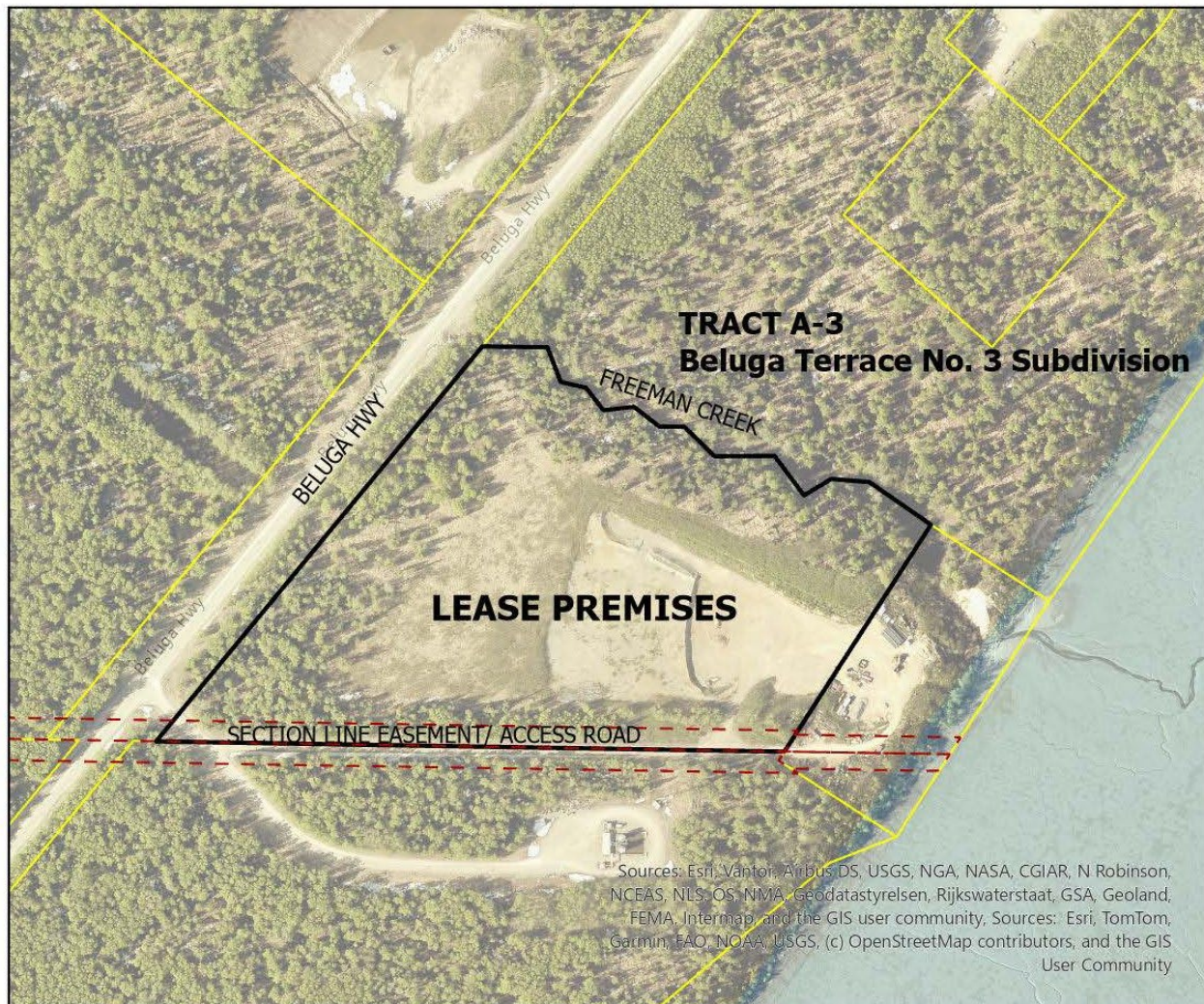
Subject to a 50-foot wide section-line easement along the South Boundary of Section 4, T12N, R10W, Seward Meridian.

**EXHIBIT 2**

**LEASED PREMISES**

Page 1 of 2

The Leased Premises are depicted as follows:



That Portion of Tract A-3 lying South of Freeman Creek, containing 24 acres, More or Less



**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: 21108327 (portion of)  
Site Name: Beluga Materials Site

State: Alaska  
Borough: Kenai Peninsula Borough  
Recording District: Anchorage, 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 to December 31, 2030 commencing on the Effective Date with one (1) successive automatic five (5) year option to renew upon approval by KP.B.
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:

Tract A-3 of Beluga Terrace Addition No. 3, Plat No 2003-44 Anchorage Recording District located within Section 4, T12N, R10W, Seward Meridian, Alaska

Parcel Number: 21108327

The Leased Premises are described as follows:

That Portion of said Tract A-3 lying South of Freeman Creek, containing 24 acres, More or Less as shown on Exhibit 2 of the Lease.

Subject to a 50-foot wide section-line easement along the South Boundary of Section 4, T12N, R10W, Seward Meridian.

Introduced by: Mayor  
 Date: 04/01/08  
 Action: Adopted as Amended  
 Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
 RESOLUTION 2008-025**

**A RESOLUTION CLASSIFYING CERTAIN BOROUGH LAND LOCATED IN THE  
 BELUGA AREA PURSUANT TO KPB 17.10.080**

- WHEREAS**, the Kenai Peninsula Borough has received title to the subject land; and
- WHEREAS**, pursuant to KPB 17.10.080, classification provides direction for the management of borough land; and
- WHEREAS**, public notice was published and notification was sent to landowners and/or leaseholders of record within a one-half mile radius of the land proposed for classification, departments, applicable agencies, and interested parties; and
- WHEREAS**, the Kenai Peninsula Borough Planning Commission at its regular scheduled meeting of March 24, 2008, recommended adoption by unanimous consent;

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

**SECTION 1.** Based on the findings of fact, analysis, and conclusions contained in the staff report of March 24, 2008, the following described borough land shall be classified as follows:

| <b>PARCEL No.</b>       | <b>GENERAL LOCATION</b> | <b>LEGAL DESCRIPTION</b>  | <b>ACRES</b> | <b>CLASSIFICATION</b> |
|-------------------------|-------------------------|---|--------------|-----------------------|
| A portion of 211-08-327 | Beluga                  | A portion of Beluga Terrace Sub, Tract A-3, Addn No 3, Section 4, T12N, R10W, Seward Meridian, AN 2003044, as shown on Attachment A | 10±          | Resource Development  |

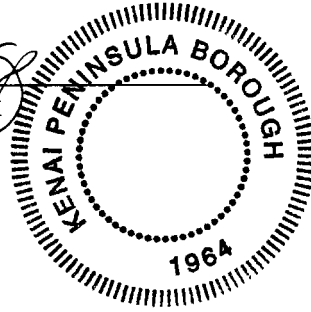
**SECTION 2.** This resolution shall take effect immediately upon adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST DAY OF APRIL, 2008.**

Grace Merkes  
Grace Merkes, Assembly President

ATTEST:

Sherry Biggs  
Sherry Biggs, Borough Clerk



Yes: Fischer, Gilman, Knopp, Long, Martin, Smith, Sprague, Superman, Merkes  
No: None  
Absent: None

Introduced by: Ecklund, Dunne  
Date: 04/21/26  
Hearing: 05/19/26  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2026-20**

**AN ORDINANCE AMENDING KPB 5.18.200 AND KPB 5.18.430  
RELATING TO BOROUGH SALES TAX TO INCREASE THE MAXIMUM  
AMOUNT OF A SALE SUBJECT TO BOROUGH SALES TAX TO \$1,000  
AND TO EXEMPT A CLASS OF RESIDENTIAL RENTALS, SUBJECT TO  
VOTER APPROVAL**

**WHEREAS**, Ordinance No. 9a, enacted by the Kenai Peninsula Borough (KPB) assembly on April 20, 1965, set the sales tax rate and provided that the tax “shall be applied only to the first \$500 of each separate sale, rent, or service transaction”, often referred to as the “maximum tax” or the “sales tax cap”; and

**WHEREAS**, since adopting Ordinance 9a, the sales tax cap has never been adjusted for inflation; and

**WHEREAS**, would also enact a residential rental of real property exemption for rentals in excess of 30 consecutive days; and

**WHEREAS**, this ordinance will only be effective upon voter approval;

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

**SECTION 1.** This ordinance amends KPB Code and will be codified.

**SECTION 2.** That KPB 5.18.430(A), (B) and (C) are amended as follows:

**5.18.430. Computation—Maximum taxable amount.**

- A. The sales tax referred to in KPB 5.18.100 shall be applied only to the first [\$500] \$1,000 of each separate sale, rent or service transaction, except as otherwise provided in this section.
- B. Except as provided below for long-term vehicle leases, the payment of rent, [WHETHER FOR REAL OR] for personal property [\$500] \$1,000 and for more than one month, shall be treated as several separate transactions covering the rental/lease for one month each.

- C. Services provided on account and billed to the customer on a periodic basis are subject to application to the tax on a maximum of [~~\$500.00~~] \$1,000 of each billing, per account. For purposes of this section, any advance payment for services other than to a trust or escrow account is considered to be paid pursuant to a “billing.”
- D. Each night's rental of each individual unit of temporary lodging shall be considered a separate transaction and therefore the maximum tax computation shall be calculated on a per unit per night basis. Rental by a single person or entity of an entire facility, such as a lodge or hotel for multi-person overnight use, does not affect this provision that each night's rental of each individual unit shall be considered a separate transaction.
- E. Long-term vehicles leases shall be treated as one transaction per year, and per fractional year, of the lease term. The tax paid for any fraction of a year shall equal the tax paid for a whole year. The sales tax for the entire long-term vehicle lease shall be due and collected at the time of the first payment. Tax shall be calculated at the sales tax rate in effect on the day the lease is signed. There shall be no refund of such taxes should the lease terminate earlier than on its terms. Any extension of the initial lease term shall be treated as a new long-term vehicle lease.
- F. Any increase to the maximum sales tax described in subsection (A), above, shall not take effect until ratified by a simple majority of voters at a regular borough election.
- G. Recreational sales shall be treated on a per person per day basis and therefore the maximum tax computation shall be calculated on a per person per day basis. For purposes of this subsection, the term "person" means an individual human being.

**SECTION 3.** That KPB 5.18.200(A) is amended to add a new subsection (A)(22) as follows:

**5.18.200. Exemptions/waivers - Exemptions.**

- A. The following classes of retail sales, services and rentals are exempt:
  - 22. Residential rentals of real property where the tenancy period is in excess of 30 consecutive days.

**SECTION 4.** That a ballot proposition shall be placed before voters at the next regular election to read as follows:

PROPOSITION NO. \_\_\_\_\_

Shall Section 2 of Ordinance 2026-20, increasing the maximum amount of a sales subject to the borough sales tax from \$500 to \$1,000, be ratified?

YES \_\_\_\_\_ A “yes” vote means you support increasing the amount of a sale subject to the borough sales tax from \$500 to \$1,000.

NO \_\_\_\_\_ A “no” vote means you oppose increasing the maximum amount of a sale subject to the borough sales tax from \$500 to \$1,000.

**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 January 1, 2027, only if the proposition contained in Section 4 is approved by a majority of voters voting on the question in the regular election of November 3, 2026.

**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 Assembly

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## MEMORANDUM

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

**FROM:** Cindy Ecklund, Assembly Member (P/W) for CE  
Willy Dunne, Assembly Member (W)

**DATE:** April 9, 2026

**RE:** Ordinance 2026-20, Amending KPB 5.18.200 and KPB 5.18.430 Relating to Borough Sales Tax to Increase the Maximum Amount of a Sale Subject to Borough Sales Tax to \$1,000 and to Exempt a Class of Residential Rentals, Subject to Voter Approval (Ecklund, Dunne)

---

The ordinance amends KPB 5.18.200 and KPB 5.18.430 to provide an exemption for Residential Rentals in excess of 30 consecutive days, and to increase the sales tax cap from \$500 to \$1,000.

The sales tax cap has not been adjusted since 1965. The failure to adjust the sales tax cap is one reason that more of the local school funding contribution is falling on real property taxpayers.

Your consideration is appreciated.

*updated  
(M) 6/30/25*

AN ORDINANCE ADOPTING A SALES TAX OF 3% ON RETAIL SALES,  
RENTS AND SERVICES, AND PROVIDING FOR THE ADMINIS-  
TRATION, THEREOF

BE IT ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

Section 1. TAX LEVIED. There is hereby levied a consumer's sales tax of 3% on all retail sales, on all rents, and on all services made or rendered within the Borough, measured by the gross sales price of the seller.

Section 2. OBLIGATION TO PAY TAX. The obligation of the tax is upon the buyer. The seller shall collect the tax at the time of sale. Collection is enforceable by the seller as the certified tax collector of the Borough; provided, however, that this shall not limit the liability of the buyer to the Borough.

Section 3. CUSTODY, REPORTING AND REMITTANCE. (a) All sales taxes collected are Borough monies, the seller is at all times accountable to the Borough for such monies.

(b) Taxes due the Borough collected by a seller hereunder shall be paid at the expiration of each quarter of each calendar year. Every seller liable for the collection of the tax shall file with the Borough upon forms furnished by it, a return setting forth:

- (1) Gross Sales;
- (2) The non-taxable portion, separately stating the amount of sales revenue attributable to each class of exemption;
- (3) Taxes collected;
- (4) Such other information as may be required by regulation.

The complete return, together with remittance in full for the amount of the tax due, must be transmitted to the Borough on or before the 30th day of the month succeeding the end of each quarter.

(c) If a return is filed with the taxes collected within the 30 days allowed, the seller may retain 3% of the tax collected to cover his costs of administration of the tax.

(d) Any person who filed or should have filed a sales tax return for the prior quarter shall file a return, even though no tax may be due. This return shall show why no tax is due and, if the business is sold, the name of the person to whom it was sold.

Section 4. EXEMPTIONS: The following classes of retail sales, services, and rentals are exempt:

- (a) Casual, isolated sales of property and services or the rental of personal or real property not in the regular course of the business of the seller.

- (b) Hospital services and medical services performed by licensed medical doctors, dentists, osteopaths, optometrists, and chiropractors: and retail sales of medicinal preparations, drugs or appliances under a written prescription for one of the foregoing.
- (c) Retail sales, services, and rentals to religious and charitable organizations in the conduct of their regular religious and charitable functions and activities as defined by the internal revenue laws of the United States.
- (d) Retail sales of food in college and school cafeterias which are operated primarily for teachers or students and which are not operated for profit.
- (e) Subscriptions to newspapers and periodicals.
- (f) Retail sales, services and rentals to the United States, the State of Alaska, or any instrumentality or political subdivision of either.
- (g) Dues or fees to clubs, labor unions, and fraternal organizations.
- (h) Sales of animal food, seed, plants, and fertilizers to farmers using such commodities to produce goods for sale.
- (i) Retail sales of real property. Services performed by a real estate broker or agent are not exempt under this section.
- (j) Retail sales or rents which the Borough is prohibited from taxing by the constitution or laws of the United States or the State of Alaska.

Section 5. MAXIMUM TAX. The tax shall be applied only to the first \$500.00 of each separate sale, rent, or service transaction. The payment of rent, whether for real or personal property, in excess of \$500.00 and for more than one month shall be treated as several separate transactions covering the rental for one month each. A transaction involving payment for services or personal property to be rendered or delivered over a period of more than one month for a consideration in excess of \$500.00 shall be treated as several separate transactions occurring one each month over the period of time that the service or property is rendered or delivered.

Section 6. DEFINITIONS. When not clearly otherwise indicated by the context, the following words and phrases, as used in this ordinance, have the following meanings:

- (a) "Sale" or "Retail Sale" shall include:
  - (1) Every sale of services;
  - (2) Every rental of real or personal property
  - (3) Every sale of the use or play of a coin-operated machine; and
  - (4) Every sale of tangible personal property, regardless of quantity or price, whether sold by coin-operated machine or otherwise, except:

A. Sales to a wholesale or retail dealer in the property sold, for the purpose of resale by him:

B. Sale of personal property as raw material to a person engaged in manufacturing for sale, when the property becomes an ingredient or component part of the manufactured product or a container thereof or is consumed in the manufacturing process.

(b) "Sale" includes every sale or exchange of services, use or title in property.. Installment, credit and conditional sales are included in the term. The point of delivery is the place of sale.

(c) "Sales Price" means consideration paid by the buyer in terms of money and, in the case of a sale involving an exchange of property, the fair market value of the property exchanged, including delivery or installation costs, taxes or any other expenses whatsoever, measured by the gross sales of the seller.

(d) "Buyer" includes persons who are purchasers of personal property, rental space or services.

(e) "Seller" includes persons who are vendors of property, persons furnishing services, the lessors of rental space or goods, and all persons making sales.

(f) "Coin-operated machine" means a slot machine, marble machine, juke box, merchandising vending machine, laundry, dry cleaning and any other service dispensing machine or amusement device of any kind which requires the insertion of a coin to make it operative.

(g) "Services" includes all services of every manner and description which are performed or furnished for compensation, except services rendered to an employer by an employee, including but not limited to:

- (1) Professional services;
- (2) Services in which a product or sale of property may be involved, including personal property made to order;
- (3) Utilities and utility services, except those provided by a municipality, not constituting a sale of personal property, including sewer, water, electrical and telephone services and repair;
- (4) The sale of transportation services;
- (5) Services rendered for compensation by any person who furnishes any such services in the course of his business or occupation;
- (6) Services wherein labor and materials are used to accomplish a specified result.
- (7) and any other services including advertising, maintenance, recreation, amusement and craftsmen's services;

(h) "Person" includes individuals and every person recognized in law and every group of persons who act as a unit.

(i) "Chairman" or "Borough" means the Chairman of the Kenai Peninsula Borough or his designee.

Section 7. **INSTALLMENT SALES.** When a sale is made on an installment basis, the sales tax shall be collected from the down payment, or, if none, from the first installment, or, if the installment or down payment is less than the tax, then from as many installments as is necessary to pay the tax.

Section 8. **DEDICATION.** The net proceeds from the taxes levied by this ordinance shall be used exclusively for Borough school purposes.

Section 9. **RULINGS AND REGULATIONS.** (a) The Chairman may take any action necessary or appropriate to the implementation of this ordinance, by promulgating regulations, which may include the adoption of forms. Such regulations or any procedures adopted by the Chairman are effective at the time indicated by him, but are subject to revision or repeal by the Borough Assembly at the next meeting following their effective date or at any time that the Assembly acts thereon.

(b) Should a tax payer under this ordinance or a seller obliged to collect the tax be in doubt as to the application of the ordinance to an actual situation facing him or about to face him, he may apply to the Chairman for an informal ruling on the issue. Rulings having general application may, at the discretion of the Chairman, be promulgated as regulations.

Section 10. **REGISTRATION OF SELLERS AS TAX COLLECTORS: CERTIFICATE OF REGISTRATION.** (a) All sellers shall file with the Borough an application for a Certificate of Registration, on a form prescribed by the Borough, not more than ten (10) days after the effective date of this ordinance, the date of commencing business, or the opening of an additional place of business.

(b) Upon receipt of a properly executed application, the Chairman will issue, without charge to the seller, a Certificate of Registration, stating the address of the place of business to which it is applicable and authorizing the seller to collect the tax. The certificate must be prominently displayed at the place of business named therein. A seller who has no regular place of business shall attach such Certificate to his stand, truck, or other merchandising device.

(c) The Certificate of Registration is non-assignable and non-transferable and must be surrendered to the Chairman by the seller to whom it was issued upon his ceasing to do business at the location named therein. If the business is continued at the same location, but there is a change in its form of organization, such as from a single proprietorship to a partnership or a corporation, the admission or withdrawal of a partner, or any other change, the seller making such change shall surrender his old Certificate to the Chairman for cancellation. The successor seller is required to file a new application for a Certificate of Registration. Upon receipt of such application, properly executed, a new Certificate will be issued to such successor seller.

(d) When there is a change of location for the seller's place of business, a new Certificate of Registration is required showing the new address.

Section 11. **SELLER NOT TO ASSUME TAX.** A seller shall not advertise or hold out or state to the public or to any buyer, directly or indirectly, that the tax or any part thereof imposed by this ordinance will be assumed or absorbed

by the seller or that it will not be added to the sales price or that it will be refunded or assumed, in whole or in part. The seller shall, whenever feasible, separately state the tax to the buyer on each taxable transaction. When not feasible to state separately, the seller shall prominently display a sign provided by the Borough indicating the imposition of the tax.

Section 12. TAX SCHEDULE (a) The tax to be added to the sale price, charge or rental shall be in accordance with the following schedule:

| <u>Price</u> | <u>Tax</u> |
|--------------|------------|
| \$ .01 - .13 | .00        |
| \$ .14 - .46 | .01        |
| \$ .47 - .79 | .02        |
| \$ .80 -1.16 | .03        |

For sales above \$1.16, the tax shall be determined by applying 3% to the sale price, charge or rental rounded off to the nearest cent, by eliminating any fraction less than  $\frac{1}{2}$  cent and by increasing any fraction of  $\frac{1}{2}$  cent or over to the next higher cent. Each seller shall be furnished the schedule of tax payable on each taxable amount from dollars \$0.01 to \$100.00. Any one sale of items separately priced shall be taxed upon the aggregate amount.

(b) The revenue from a coin-operated machine shall be treated in gross on a monthly basis, without reference to the amount paid or played on a particular transaction.

Section 13. PROTEST OF TAX. (a) A seller shall determine in the first instance whether a retail sale is exempt under this ordinance. However, if a seller incorrectly determines that a sale is exempt, then the seller is liable to the Borough for the tax, just as if he had collected it.

(b) In the event that the seller determines that a transaction is not exempt, but the buyer believes the transaction to be exempt, then the seller will furnish to the buyer a form of Certificate of Protest, supplied by the Borough, which shall be filled out by the buyer and delivered to the seller with the disputed tax. The Certificate shall show the respective names and addresses of the seller and the buyer, the nature of the claim of exemption and such other information as may be prescribed by the Borough.

(c) The seller shall remit to the Borough all Certificates of Protest delivered to him as promptly as possible, but in any event no later than 30 days after delivery of a Certificate to him, together with any additional information which the seller believes to be pertinent to the determination of the issue.

(d) The Chairman will rule on each protest and send to the buyer a notice that his claim has been allowed or disallowed, within 30 days of receipt of the Certificate by the Borough. If the claim has been allowed, a refund will be remitted with the notice.

(e) In the event that the claim is disallowed, the buyer may, within 30 days, request that the claim be referred to the Borough attorney for review

and then to the Chairman for reconsideration. The decision of the Chairman on reconsideration shall be rendered in writing and shall be final, subject to judicial review where applicable.

Section 14. REGISTRATION OF BUYERS ENTITLED TO EXEMPTION. (a) The Borough may require by regulation that the seller collect the tax on sales from any class of buyer allegedly exempt under Section 4 (c) or 4 (h), unless the buyer is registered under paragraph (b) of this section. An unregistered buyer may file a Certificate of Protest under Section 13.

(b) The Borough may by regulation require that any class of buyer exempt under Section 4 (c) or 4 (h) register with the Borough as an exempted buyer to avoid payment of tax. Registration shall be upon forms provided by the Borough and shall include a brief statement of the reason for exemption and such other information as the Borough may require. Upon registration, the buyer shall be issued a Certificate or Certificates of Exemption which the buyer must show seller to avoid initial payment of the sales tax.

Section 15. CONFIDENTIAL MATERIAL. (a) Returns filed with the Borough for the purpose of complying with the terms of this ordinance and all data obtained from such returns are hereby declared to be confidential and such returns and data obtained therefrom shall be kept from inspection by all private persons except as necessary to investigate and prosecute violations of the ordinance.

(b) Nothing contained in this section shall be construed to prohibit the delivery to a person, or his duly authorized representative, of a copy of any return or report filed by him, nor to prohibit the publication of statistics so classified as to prevent the identification of particular buyers or sellers, nor to prohibit the furnishing of information on a reciprocal basis to other agencies of the State or the United States concerned with the enforcement of tax laws.

Section 16. DUTY TO KEEP BOOKS. (a) Every seller engaged in activity subject to this ordinance shall keep and preserve suitable records of all sales made by him and such other books or accounts as may be necessary to determine the amount of tax which he is obliged to collect. Every seller shall preserve suitable records of sales for a period of 4 years from the date of the return reporting such sales, and shall preserve for a period of four years, all invoices of goods and merchandise purchased for resale, and all such other books, invoices, and records as may be necessary to accurately determine the amount of taxes which the seller was obliged to collect under this ordinance.

(b) For the purpose of ascertaining the correctness of a return, or for the purpose of determining the amount of tax collected or which should have been collected by any seller, the Chairman may hold investigations and hearings concerning any matters covered by this ordinance and may examine any relevant books, papers, records or memoranda of any seller and may require the attendance of any seller or buyer, or any officer or employee of a seller or buyer at the hearing.

Section 17. OMISSIONS AND CIVIL PENALTIES: (a) Failure to obtain Certificate. A seller who is obliged to obtain a Certificate of Registration but fails to do so within the time prescribed herein is subject to civil penalty of five times

the amount of any tax due. A seller who, after notice, continues to conduct business without obtaining a Certificate, is subject to a penalty of ten times the amount of any tax due.

(b) Failure to file a return. A seller who fails to file a return as required by this ordinance or who fails to remit taxes collected by him, or which should have been collected by him, is subject to a penalty of five percent of the taxes collected, or which should have been collected, per month to a maximum of the higher of 25% or \$300.00. The filing of an incomplete return is the equivalent of filing no return.

(c) Falsification. Falsification or knowing misrepresentation of any record required hereunder subjects the person making such falsification or misrepresentation to a penalty of 100 times any tax due or lost because of such falsification or misrepresentation to a maximum of \$1,000.00.

(d) Failure to separately state the tax. A seller who fails to separately state the tax due in any sales transaction shall be subject to a penalty equal to the amount collected as a tax.

(e) Inspection. The failure of a seller to allow the inspection at reasonable times of records required to be kept by this ordinance subjects the seller to a penalty of three times any deficiency found or estimated to have occurred by the Borough in the tax accounting of the seller.

(f) Estimation. In the event that the Borough is unable to ascertain the tax due to be remitted by a seller by reason of the failure of the seller to keep accurate books, allow inspection, failure to file a return, or falsification of records, the Borough may make an estimate of the tax due based on any information available to it. Notice of the estimate of taxes due shall be furnished the seller and shall become final for the purposes of determining liability of seller to the Borough in thirty days unless the seller earlier files an accurate return, supported by satisfactory records, indicating a lesser liability.

(g) Loss of Records. A seller shall immediately notify the Borough of any fire, theft, or other casualty which would prevent his complying with this ordinance. Such casualty constitutes a defense to any penalty provided in this ordinance, but does not excuse the seller from liability for taxes due. Accidental loss of funds or records is not a defense hereunder.

(h) Maintenance of Suits. Nothing in this section shall prevent the Borough from filing and maintaining an action to collect any taxes collected on which should have been collected in addition to any penalty assessed.

Section 18. EXTENSIONS. For good cause shown, the Borough may grant extensions on any time limitation described in this ordinance. Any application for an extension must be filed before the date specified as the original time limitation.

Section 19. CRIMINAL PENALTIES. (a) Each of the following acts, when intentional, constitutes a misdemeanor and is punishable by imprisonment for up to thirty days and by a fine of up to \$300.00, in addition to any civil penalty assessed:

1. Failure to obtain a Certificate of Registration;
2. Failure to file a return;
3. Falsification or misrepresentation of any record filed with the Borough hereunder or required to be kept hereby, if used to mislead Borough tax authorities.

(b) Each act hereunder constitutes a separate offense and each day constitutes a separate offense for continuing crimes of omission or concealment.

Section 20. EFFECTIVE DATE AND TERM. This ordinance shall be effective 12:01 o'clock A.M., July 1, 1965. One hundred days after the legislature of the State of Alaska authorizes the levy of a compensating use tax by the Borough, this Ordinance shall be repealed and no longer of any effect, if a compensating use tax is not then enacted by the Borough.

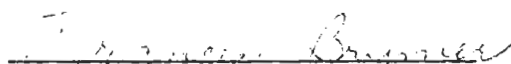
Section 21. PUBLICATION. Publication shall be made, by causing this ordinance to be inserted one time in a newspaper of general circulation in the Borough, by mailing a copy of the ordinance to the City Clerk of each city in the Borough with a request that it be posted on the city hall bulletin board for ten days immediately following receipt, and by mailing a copy of the ordinance to each post office in the Borough, with a request that it be posted on the post office lobby bulletin board for ten days immediately following receipt.

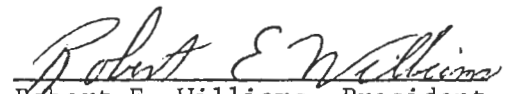
Section 22. SEVERABILITY. If any section, sub-section, paragraph, sentence or clause of this ordinance is declared invalid by a court of competent jurisdiction the remainder of the ordinance shall remain in full force and effect.

Adopted by the Assembly of the Kenai Peninsula Borough

April 20, 1965

ATTEST

  
\_\_\_\_\_  
Frances Brymer, Assembly Clerk

  
\_\_\_\_\_  
Robert E. Williams, President  
of the Assembly

# Fiscal Note

|   |   |   |
|---|---|---|
| Kenai Peninsula Borough<br>Fiscal Year 2026 | Ordinance/Resolution:<br>Fiscal Note Number:<br>Publish Date: | Ordinance 2026-20<br>2025-001<br>4/9/2026 |
|---|---|---|

Title: Increasing the sales tax cap from \$500 to \$1,000, and exempting residential rentals in excess of 30 days from sales tax. **EFFECTIVE 1/1/2027-3/31/2027**

Department: Assembly

Sponsor(s): Assemblymembers Ecklund and Dunne

**Expenditures/Revenues**

Note: Amounts do not include inflation unless otherwise noted below.

| Operating Expenditures to Borough                | FY27             | FY28            |
|--|------------------|-----------------|
| Personnel  | \$ 7,500         | \$ -            |
| Supplies   | 500              | -               |
| Services   | 50,000           | 2,000           |
| Capital Outlay                                   | -                | -               |
| Other  | -                | -               |
| <b>Total Operating + Capital Cost to Borough</b> | <b>\$ 58,000</b> | <b>\$ 2,000</b> |

| Revenue Sources | Estimated Additional Revenue as a result of Raising Max Cap from \$500 to \$1000 (not including Residential Rents > 30 days) |                          | Estimated Reduction in Revenue as a result of Exemption of Residential Rents > 30 days |                            |
|-----------------|--|--------------------------|--|----------------------------|
|                 | FY27 (partial yr)  | FY28                     | FY27 (partial yr)  | FY28                       |
| Borough         | \$1.3-1.5 million  | \$2.9-3.5 million        | (\$360,000-430,000)  | (\$825,000-994,000)        |
| <b>Total</b>    | <b>\$1.3-1.5 million</b>   | <b>\$2.9-3.5 million</b> | <b>(\$360,000-430,000)</b>   | <b>(\$825,000-994,000)</b> |

| Number of Positions |     |  |  |
|---------------------|-----|--|--|
| Full-Time           |     |  |  |
| Part-Time           |     |  |  |
| Temporary           | 1-2 |  |  |

|  |               |              |
|--|---------------|--------------|
| <b>Estimated Supplemental Funding:</b> | <b>58,000</b> | <b>2,000</b> |
|--|---------------|--------------|

**ASSOCIATED REGULATIONS**

Will the legislation result in procedural or regulation changes within a department?

Y  N (circle one)

If yes, by what date are the regulations to be adopted, amended or repealed?

1/1/2027

Supplemental appropriation will be needed to change the sales tax form, make changes to the sales tax software, train staff and taxpayers and other implementation cost

Prepared By: Brandi Harbaugh, Finance Director

*Brandi Harbaugh*

# Kenai Peninsula Borough Purchasing & Contracting

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## MEMORANDUM

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

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

**FROM:** Jacque Arnold, Project Manager *JA*

**DATE:** March 30, 2026

**RE:** Authorization to Award a Contract for ITB26-009 Soldotna High School Siding – Phase II

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The Purchasing and Contracting Office formally solicited and received bids for the ITB26-009 Soldotna High School Siding – Phase II. Bid packets were released on and the Invitation to Bid was advertised on Bid Express from January 30 – February 24, 2026.

The project consists of providing all labor and materials to improve a little over one-half of Soldotna High School Siding, together with all associated improvements, as described in the Contract Documents.

On the due date of February 24, 2026, two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$4,137,974.45 was submitted by Wolverine Supply, Inc., Wasilla, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account numbers 400-76020-23S10-48630 and 401-78050-23S10-48630.



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

3/30/2026

\_\_\_\_\_  
Date

|  |                        |
|--|------------------------|
| FINANCE DEPARTMENT<br>FUNDS VERIFIED   |                        |
| Acct. No. <u>400-76020-23S10-48630</u> | <u>\$3,387,974.45</u>  |
| Acct. No. <u>401-78050-23S10-48630</u> | <u>\$ 750,000.00</u>   |
| By: <u><i>CJK BH</i></u>               | Date: <u>3/30/2026</u> |

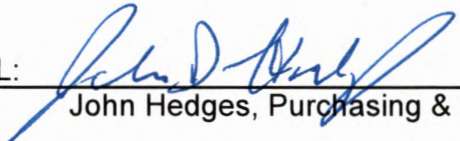
NOTES: NA

**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

**BID TAB FOR: ITB26-009 SOLDOTNA HIGH SCHOOL SIDING PHASE II**

| CONTRACTOR               | LOCATION         | BASE BID       |
|--------------------------|------------------|----------------|
| Wolverine Supply, Inc.   | Wasilla, Alaska  | \$4,397,000.00 |
| Blazy Construction, Inc. | Soldotna, Alaska | \$5,630,000.00 |
|                          |                  |                |
|                          |                  |                |
|                          |                  |                |
|                          |                  |                |

DUE DATE: February 24, 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:** Tim Scher, Project Manager *TS*

**DATE:** March 31, 2026

**RE:** Authorization to Award a Contract for RFP26-014 Homer Middle School Parent / Student Drop Off

On February 13, 2026, the Kenai Peninsula Borough Purchasing & Contracting Department formally solicited proposals for RFP26-014 Homer Middle School Parent / Student Drop Off. The request for proposals was advertised on Bid Express from February 13 – March 10, 2026.

The project consists of developing schematic, design / development and bidding documents for Rehabilitation of the Homer Middle School parking lot and the Parent Student drop Off / Pickup area while improving traffic flow and parking.

On the due date of March 10, 2026, two (2) 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 | 224                |
| Nelson Engineering, PC  | Kenai, Alaska    | 210                |

The highest-ranking proposal was submitted by McLane Consulting, Inc., with a cost proposal of \$46,292.00. 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 account number 401-78050-23S15-49311.



Peter A. Micciche, Borough Mayor

4/6/2026

Date

|                                      |                       |
|--------------------------------------|-----------------------|
| FINANCE DEPARTMENT<br>FUNDS VERIFIED |                       |
| Acct. No.                            | 401-78050-23S15-49311 |
| Amount                               | \$46,292.00           |
| By: <i>CSJ BH</i>                    | Date: 3/31/2026       |

NOTES: NA