

Introduced by: Mayor
Date: 1/4/22
Hearing: 1/18/22
Action:

**KENAI PENINSULA BOROUGH
ORDINANCE 2022-XX**

**AN ORDINANCE AUTHORIZING A COMMUNICATIONS SITE LEASE
AGREEMENT WITH VERTICAL BRIDGE S3 ASSETS, LLC AT NIKISKI FIRE
STATION 1**

WHEREAS, in 2000, permission was granted to Vertical Bridge S3 Assets, LLC’s predecessor to construct and maintain a 120’ self-supporting communications tower and a 10’ x 20’ support building at Nikiski Fire Station 1; and

WHEREAS, the tower site permit has been maintained in good standing and a long-term agreement is desired to continue operating this site and supporting communication needs in Nikiski; and

WHEREAS, a communication site lease agreement has been negotiated in standard form and in consideration of the interests of the Nikiski Fire Service Area; and

WHEREAS, the site was purchased with North Kenai Fire Service Area funds in 1971 in accordance with KPB Ordinance 71-22; and

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

WHEREAS, the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of January 10, 2022 recommended _____.

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

SECTION 1. That the assembly finds that entering into a Communications Site Lease Agreement with Vertical Bridge S3 Assets, LLC, pursuant to KPB 17.10.100(I), authorizing the negotiated lease of borough lands, is in the best interest of the borough at the following location:

Lot 2, Redoubt Highway Subdivision of Tract 2, according to Plat No. 1549, Kenai Recording District, Third Judicial District, State of Alaska (Parcel No. 017-260-50)

This finding is based on the following facts:

1. The borough will receive a fair market rent for the term of the lease.
2. That the communication improvements are compatible with the site.

3. That the borough reserves a benefit of tower space for emergency communication equipment in the lease.

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

SECTION 3. Based on the foregoing, the mayor is hereby authorized pursuant to KPB 17.10.100(I) to negotiate and enter into a Communication Site Lease Agreement upon a portion of the property identified in Section 1. The authorization is for lease solely to Vertical Bridge S3 Assets, LLC, and it may not assign any rights to negotiate or enter into an agreement for lease to any other person or entity.

SECTION 4. The mayor is authorized to execute an agreement under terms and conditions similar to the Communications Site Lease Agreement provided to the assembly for reference and review.

SECTION 5. Vertical Bridge S3 Assets, LLC shall have 120 days from the date of enactment of this ordinance to execute the agreement.

SECTION 6. That rent revenue from the subject lease shall be submitted to the Borough Finance Department and deposited in the Nikiski Fire Service Area account 206.00000.00000.36316.

SECTION 7. That this ordinance is effective immediately upon its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF * 20 ____.

Brent Johnson, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk