

## **E. NEW BUSINESS**

- 4. Resolution 2025-XX: Authorizing the acquisition of a perpetual easement located in Kachemak Selo, Alaska for school purposes.**

**Responsible Staff Person: LMD Officer Aaron Hughes**

Kenai Peninsula Borough  
Planning Department – Land Management Division

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**MEMORANDUM**

**TO:** Peter Ribbens, Assembly President  
Members, KPB Assembly

**THRU:** Peter A. Micciche, Mayor  
Brandi Harbaugh, Finance Director  
Heather Geer, Grant Administrator  
John Hedges, Purchasing and Contracting Director  
Robert Ruffner, Planning Director

**FROM:** Aaron Hughes, Land Management Officer

**DATE:** August 7, 2025

**RE:** Resolution 2025-\_\_\_\_, Authorizing the Acquisition of a Perpetual Easement Located in Kachemak Selo, Alaska, for Future School Purposes (Mayor)

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The Kenai Peninsula Borough recently acquired 1.02 acres of land in K-Selo necessary for the construction of a new school facility as authorized under Resolution 2024-24. It has been determined the use of additional adjacent land would benefit the project in order to accommodate a septic system and any other uses necessary to support school-related activities. The proposed easement acquisition consists of an area approximately .30 acres in size and lies immediately North of the recently-acquired parcel.

The Resolution authorizes the acquisition of a perpetual easement for \$30,000, plus additional funds necessary for title insurance, closing costs, and other due diligence fees not to exceed \$5,000.

Previously appropriated funding, in the amount of \$35,000.00, is available in the Capital Project Fund account 400.71065.KSELO.48610, for the acquisition of this easement estate.

Your consideration is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>400.71065.KSELO.48610</u>
Amount:	<u>\$35,000.00</u>
By: _____	Date: _____

Introduced by:  
Hearing:  
Action:  
Vote:

Mayor  
08/19/2024

**KENAI PENINSULA BOROUGH  
RESOLUTION 2025-XX**

**A RESOLUTION AUTHORIZING THE ACQUISITION OF A PERPETUAL  
EASEMENT LOCATED IN KACHEMAK SELO, ALASKA, FOR SCHOOL PURPOSES**

**WHEREAS,** the Kenai Peninsula Borough School District (KPBSD) currently delivers education instruction in the community of Kachemak Selo; and

**WHEREAS,** the community of Kachemak Selo is in the State of Alaska Department of Education and Early Development (DEED) Kachemak Attendance Area; and

**WHEREAS,** the Kenai Peninsula Borough (KPB) has acquired property in Kachemak Selo for school purposes as authorized under Resolution 2024-24; and

**WHEREAS,** as part of the development design process, it has been determined an easement is necessary to accommodate a septic system and any other uses as may be deemed necessary to accommodate school related activities; and

**WHEREAS,** the Kuzmin property located immediately to the North of the school site is appropriately located to accommodate this easement need; and

**WHEREAS,** KPB has been awarded \$10,867,503 in DEED funding for the Kachemak Selo School Project; and

**WHEREAS,** KPB funding Ordinance 2018-19-25 appropriated \$10,010,000 from the DEED for the Kachemak Selo School Project; and

**WHEREAS,** the Kenai Peninsula Borough Planning Commission, at its regular meeting of August 11, 2025, recommended \_\_\_\_\_;

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

**SECTION 1.** That the assembly finds that purchasing the following-described perpetual Easement pursuant to KPB 17.10.040 is in the best interest of the KPB:

THE EASEMENT TO CONSIST OF AN APPROXIMATE 60 FOOT BY 206 FOOT AREA LOCATED IN THE NORTHEAST CORNER OF THE ABOVE-DESCRIBED LOT. SUBJECT EASEMENT LYING IMMEDIATELY NORTHWEST OF AND ADJACENT TO THE NORTH BOUNDARY OF LOT 36 AND CONSISTING OF APPROXIMATELY

0.30 ACRES. THE EASEMENT AREA TO BE UTILIZED FOR ANY AND ALL ACTIVITIES RELATED TO THE USE AND IMPROVEMENT OF LOT 36, INCLUDING ABOVE-GROUND WASTEWATER TREATMENT INFRASTRUCTURE. A FORMAL MAP DEPICTING THE EASEMENT AREA TO BE AGREED TO BY BOTH PARTIES AND ATTACHED TO THE RECORDED EASEMENT AGREEMENT.

**SECTION 2.** That the terms and conditions substantially in the form of the purchase agreement accompanying this resolution are hereby approved. The purchase price shall be \$30,000.00, subject to the terms of the agreement, plus title and closing costs, and due diligence fees not to exceed \$5,000.00.

**SECTION 3.** That this acquisition is for the purposes of siting a septic system and any other school-related uses as may be deemed necessary.

**SECTION 4.** That the above-described Easement is perpetual in term.

**SECTION 5.** That the mayor is authorized to execute any and all documents necessary to purchase the easement estate described in Section 1 in accordance with the terms and conditions contained in this resolution and the accompanying purchase agreement, consistent with applicable provisions of KPB Chapter 17.10.

**SECTION 6.** That previously-appropriated funding, in the amount of \$35,000.00, is available in the Capital Project Fund account 400.71065.KSELO.48610, for the acquisition of the easement estate listed in Section 1.

**SECTION 7.** That this resolution shall take effect immediately upon adoption.

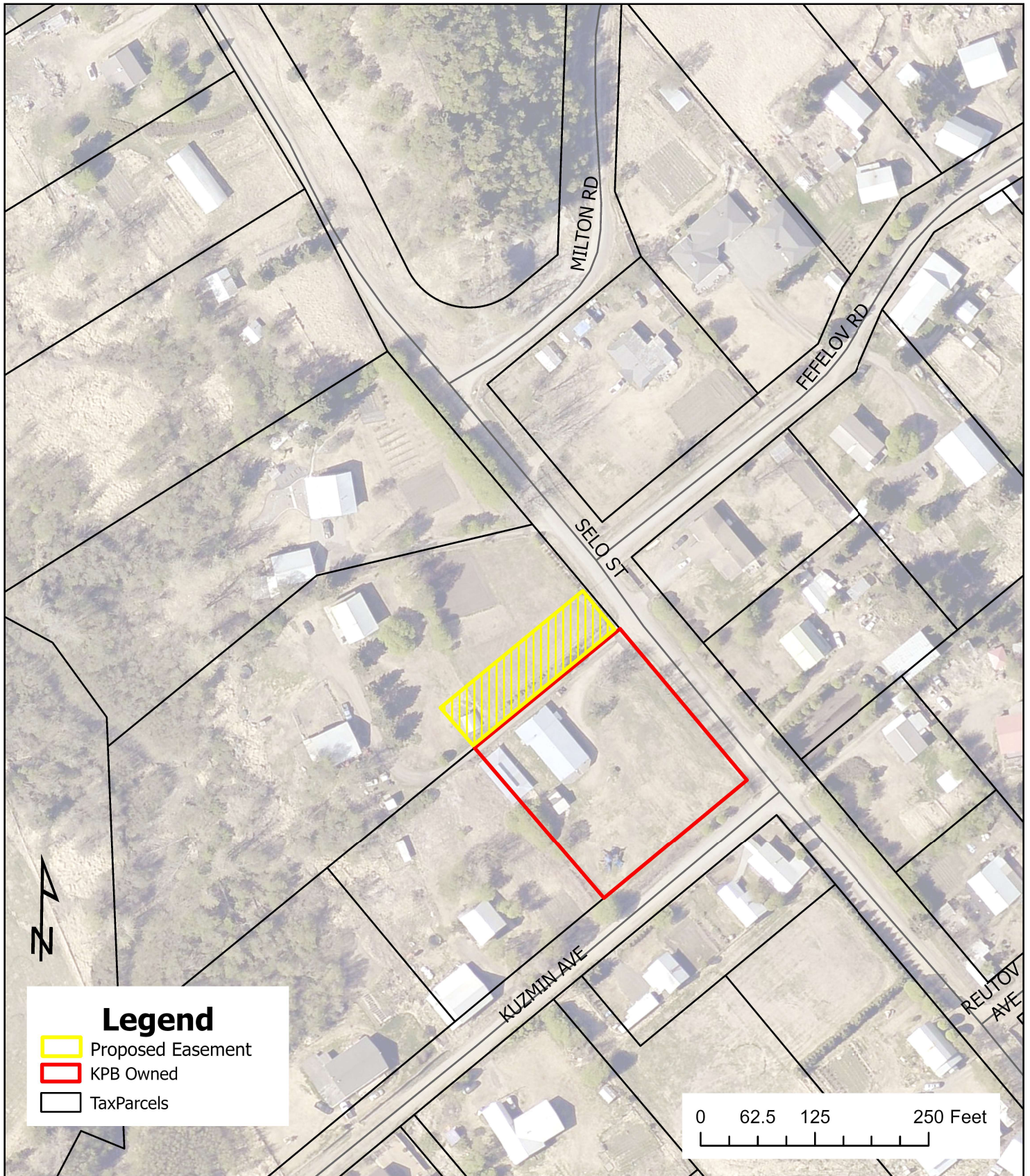
**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

\_\_\_\_\_  
Peter Ribbens, Assembly President

ATTEST:

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





## K-Selo Easement Acquisition Approximate Location

## **PURCHASE AGREEMENT**

This Purchase Agreement (Agreement) is made by and between Fadey V. Kuzmin and Anna Kuzmin, as sellers, whose address is PO Box 3009, Homer, Alaska 99603, (jointly, Sellers) and the Kenai Peninsula Borough, an Alaska municipal corporation, as buyer, whose address is 144 North Binkley Street, Soldotna, Alaska 99669 (KPB) (together, the Parties).

WHEREAS, Sellers are the owners of that real property located in the Kenai Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

LOT THIRTY-NINE (39), KACHEMAK SELO, ACCORDING TO PLAT NO. 2002-43, HOMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.  
(PARCEL NO. 185-212-39) (the Property); and

WHEREAS, Sellers have agreed to sell a perpetual, non-exclusive easement located within the above-described Property located in the Kenai Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

THE EASEMENT TO CONSIST OF AN APPROXIMATE 60 FOOT BY 206 FOOT AREA LOCATED IN THE NORTHEAST CORNER OF THE ABOVE DISCRIVED LOT. SUBJECT EASEMENT LYING IMMEDIATELY NORTHWEST OF AND ADJACENT TO THE NORTH BOUNDARY OF LOT 36 AND CONSISTING OF APPROXIMATELY 0.30 ACRES. THE EASEMENT AREA TO BE UTILIZED FOR ANY AND ALL ACTIVITIES RELATED TO THE USE AND IMPROVEMENT OF LOT 36, INCLUDING ABOVE GROUND WASTEWATER TREATMENT INFRASTRUCTURE. A FORMAL MAP DEPICTING THE EASEMENT AREA TO BE AGREED TO BY BOTH PARTIES AND ATTACHED THE RECORDED EASEMENT AGREEMENT.  
(the Easement); and

WHEREAS, KPB has offered to buy, and Sellers are willing to sell the above-referenced Easement as evidenced by this Agreement;

NOW THEREFORE, in consideration of the conditional promises herein contained, Sellers hereby agree to sell to KPB, and KPB hereby agrees to buy from Sellers, the Easement on the terms and conditions as set forth below:

### **1. PURCHASE PRICE**

The purchase price of the Easement is thirty thousand U.S. DOLLARS (\$30,000.00). The purchase price must be paid by KPB at time of closing. The purchase of the Easement and

Kenai Peninsula Borough, Alaska

Kuzmin / KPB – Easement Purchase Agreement

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appropriation of funding for the purchase are subject to approval by the KPB Assembly.

2. EXPIRATION OF OFFER

Sellers must sign and return this Agreement to KPB on or before **JULY 5, 2024, at 4:30pm;** otherwise, this offer will terminate.

3. TITLE

The easement estate must be delivered at time of closing by easement document provided by and approved by KPB, which must be issued to KPB. Sellers warrant and covenant that at the time of closing there will be no liens or judgments recorded against Sellers in the same recording district in which the Easement subject to this Agreement is situated. Title must be clear of liens and encumbrances except title is subject to reservations, easements, rights-of-way, covenants, conditions and restrictions of record as agreed to by KPB.

4. ESCROW AND CLOSING COSTS

KPB agrees to pay for all KPB-related closing costs not otherwise addressed in this Agreement to include buyer closing and recording fees. Sellers agree to pay for seller-related closing costs, not otherwise addressed in this Agreement to include the ALTA Standard Owners Title Insurance policy insuring the easement estate, seller closing and recording fees. Property taxes for the current year must be paid at closing. Sellers are responsible for realtor's commission, if any; all unpaid taxes for prior years, if any; and all unpaid outstanding assessments, if any. All costs will be paid in full at the time of closing.

5. CLOSING

Unless otherwise agreed to in writing, closing will occur on or before **August 29, 2025,** or as specifically agreed to by the Parties. At closing, KPB will pay the balance of the purchase price, subject to authorization by the KPB Assembly and appropriation of funds. The Parties will execute all documents required to complete the Agreement and, if applicable, establish an escrow account. The closing agent will be determined by the Sellers.

6. POSSESSION

Possession of the Easement will be delivered to KPB at time of recording unless otherwise agreed to in writing by all Parties.

7. KENAI PENINSULA BOROUGH ASSEMBLY APPROVAL

Purchase of the Easement by KPB is subject to authorization by the KPB Assembly and appropriation of funds. If the KPB Assembly fails to authorize the purchase of the Easement and appropriate funds, this Agreement will terminate without penalty.

8. EXCHANGE

If Sellers intend for this transaction to be part of a Section 1031 like-kind exchange, KPB agrees to cooperate in the completion of the like-kind exchange provided KPB does not incur any additional liability or cost in doing so. If Sellers intend for this transaction to be part of a

Section 1031 like-kind exchange, Sellers may assign their rights under this Agreement to a qualified intermediary or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange.

9. DISCLOSURES

Sellers hereby agree to provide written property disclosures including any and all information regarding known defects, deficiencies, legal matters, environmental issues or hazards, that may be personally known by the Sellers. If said written disclosures present a matter unsatisfactory to KPB, KPB may terminate this Agreement without penalty.

10. CONTINGENT ON INSPECTION

This offer and agreement are contingent upon the completion of a property inspection satisfactory to KPB for its use and at KPB's expense. Sellers must, upon reasonable notice, provide access to the Easement area for inspection purposes to KPB and its representatives. Any invasive inspection procedures require Sellers' expressed permission and must promptly be repaired by KPB in a workman-like manner. Unless otherwise provided in writing, KPB will have 30 days from the date of full execution of this Agreement to complete its property inspection.

11. HAZARDOUS MATERIAL

Sellers covenant to the best of Sellers' knowledge that, as of the date of this Agreement, except as specifically identified herein, the Easement area is free of all contamination from petroleum products or any hazardous substance or hazardous waste, as defined by applicable state or federal law, and there are no underground storage tanks or associated piping within the Easement area. Sellers agree that no hazardous substances or wastes will be located on, nor stored on the Easement area or any adjacent property owned or leased by Sellers, owner, or contractors, nor will any such substance be owned, stored, used, or disposed of on the Easement area or any adjacent property by Sellers, their agents, employees, contractors, or invitees, prior to KPB's ownership, possession, or control of the Property.

12. ENVIRONMENTAL CONTINGENCY

If, during the course of KPB's due diligence inspection of the Easement area pursuant to Section 10, "Contingent on Inspection", KPB discovers the presence of environmental hazards on or released from the Property in any quantity or concentration exceeding the limits allowed by applicable law, or that are deemed undesirable by KPB, KPB will have the right to give notice to Sellers, accompanied by a copy or copies of the third-party report(s) disclosing and confirming the presence of such hazardous materials. The notice and accompanying third-party report must be given no later than 60 days from receipt of said report. The notice under this Section must state:

- (i) that KPB is terminating this Agreement due to the presence of such hazardous materials on or adversely affecting the Easement area; OR



- (ii) provide Sellers 30 days from notice to provide a mitigation plan outlining steps taken by Sellers to remedy said hazards to KPB's satisfaction at Sellers' expense.

Following the notice and report described in this Section, the Parties may negotiate other resolutions as may be agreeable to the Parties in writing to be included as a part of this Agreement. In the event the Parties cannot agree in writing on a resolution to remedy any environmental concerns within 90 days of the notice, this Agreement will automatically terminate.

It is expressly understood that, by execution of this Agreement, Sellers hereby indemnify KPB for any and all CERCLA-related claims, liabilities, or matters, unless otherwise provided for in this Agreement. Said indemnification will survive closing and termination of this Agreement. Upon successful close of escrow said indemnification will continue for a period of not less than 12 months, from the date of closing unless otherwise provided for in this Agreement.

If this Agreement is terminated pursuant to any report detailing environmental conditions that may or may not exist on the Property, such report(s) will remain confidential and proprietary. The report(s) will be marked as confidential and will not be released to a private individual, entity, or non-profit without express agreement of the Parties. Notwithstanding, the report will be released pursuant to a valid court order and may be released to the State of Alaska upon request.

### 13. DEFENSE AND INDEMNIFICATION

Sellers must indemnify, defend, save, and hold KPB, its elected and appointed officers, agents, and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind, or character including costs, expenses, and attorney's fees resulting from Sellers' performance or failure to perform in accord with the terms of this Agreement in any way whatsoever. Sellers will be responsible under this clause for any and all claims of any character resulting from Sellers' or Sellers' officers', agents', employees', partners', attorneys', suppliers', and subcontractors' performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by KPB or its agents, which are said to have contributed to the losses, failure, violations, or damage. However, Sellers will not be responsible for any damages or claims arising from the sole negligence or willful misconduct of KPB, its agents, or employees.

### 14. ENTIRE AGREEMENT

This Agreement and the documents referred to herein contain the entire agreement of the Parties with respect to the subject matter hereof. Any changes, additions, or deletions hereto must be made in writing and signed by both KPB and Sellers or their respective successors in interest. Provisions of this Agreement, unless inapplicable on their face, will be covenants constituting terms and conditions of the sale, and will continue in full force and effect until the purchase price is paid in full or this Agreement is earlier terminated.

Kenai Peninsula Borough, Alaska

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**15. BREACH REMEDY**

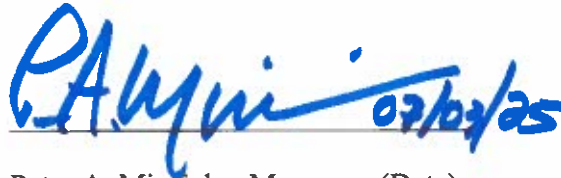
Prior to closing of the sale, in the event that KPB or Seller fail to make any payment required, or fail to submit or execute any and all documents and papers necessary for closing and transfer of title within the time period specified in this Agreement, the Seller or KPB may:

- a. Demand the delinquent Party specifically perform on all of the duties and obligations under this Agreement; or
- b. Terminate this Agreement.

**16. MISCELLANEOUS**

- A. Time. Time is of the essence in performance of this Agreement.
- B. Cancellation. This Agreement, while in good standing, may be canceled in whole or in part, at any time, upon mutual written agreement by Sellers and the KPB Mayor. This Agreement is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts. KPB may cancel this Agreement without penalty in the event additional contracts required of this project are not secured.
- C. Notice. Any notice or demand which, under the terms of this Agreement or under any statute must be given or made by the Parties thereto, must be in writing, and be given or made by registered or certified mail, addressed to the other Party at the address shown on the contract. However, either Party may designate in writing such other address to which such notice of demand may thereafter be so given, made or mailed. A notice given hereunder will be deemed received when deposited in a U.S. general or branch post office by the addressor.
- D. Interpretation. This Agreement will be deemed to have been jointly drafted by the Parties. It will be construed according to the fair intent of the language as a whole, not for or against either Party. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alaska. Any lawsuit brought arising from this Agreement must be filed in the superior court of the Third Judicial District, State of Alaska, located in the City of Homer, Alaska. The titles of sections in this Agreement are not to be construed as limitations of definitions but are for identification purposes only.
- E. Condition of Easement area.  
Sellers will deliver the Easement area in its as-is condition.
- F. Counterparts. This Agreement may be executed in counterpart, and may be executed by way of copy, facsimile or verified electronic signature in compliance with AS 09.80, and if so, each of which will be deemed an original but all of which together will constitute one and the same instrument

KENAI PENINSULA BOROUGH:

 07/02/25

Peter A. Micciche, Mayor (Date)

SELLERS:



7/2/2025

Fadey V. Kuzmin

(Date)



7/2/2025

Anna Kuzmin

(Date)

ATTEST:

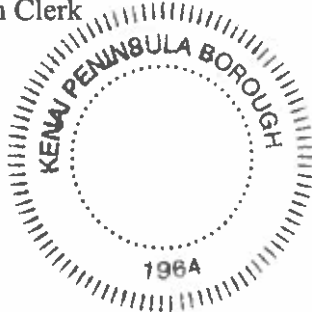


Michele Turner, CMC  
Borough Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:



A. Walker Steinhage  
Deputy Borough Attorney



Introduced by:	Mayor
Date:	06/18/24
Action:	Enacted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2024-024**

**A RESOLUTION AUTHORIZING THE ACQUISITION OF REAL PROPERTY  
LOCATED IN KACHEMAK SELO, ALASKA FOR SCHOOL PURPOSES**

**WHEREAS,** the Kenai Peninsula Borough School District (“KPBSD”) currently delivers education instruction in the community of Kachemak Selo in private residential structures leased by KPBSD; and

**WHEREAS,** the leased structures are deficient for school purposes; and

**WHEREAS,** the State of Alaska Department of Education and Early Development (“DEED”) mandates education by “Attendance Areas” determined by DEED; and

**WHEREAS,** the community of Kachemak Selo is in the DEED Kachemak Attendance Area; and

**WHEREAS,** unlike other communities within the Kenai Peninsula Borough (“KPB”), Kachemak Selo is not served by public roads, public docks or public airports capable of supporting public facilities; and

**WHEREAS,** Kachemak Selo is within one mile of the communities of Razdolna and Vosnesenka, which are served by publicly maintained roads; and

**WHEREAS,** Kachemak Selo is accessed privately through Razdolna and Vosnenka by way of steep trails, beginning from the end of East End Road along a narrow switchback and along the coastal beach to a crossing at Swift Creek to the isolated public road rights-of-way platted through the Kachemak Selo Subdivision; and

**WHEREAS,** a school site selection committee (“SSSC”) for the Kachemak Attendance Area recommended a school site location in Kachemak Selo through a memo dated May 8, 2014; and

**WHEREAS,** the site identified by the SSSC was deemed not viable due to poor geotechnical findings; and

**WHEREAS,** the subject site is the location of the residential structures that were used for school purposes but have since been decommissioned; and

**WHEREAS,** KPB has been awarded \$10,010,000 in DEED funding for the Kachemak Selo School Project; and



**WHEREAS,** KPB Funding Ordinance 2018-19-25 appropriated \$10,010,000 from DEED for the Kachemak Selo School Project; and

**WHEREAS,** Resolution 2023-076, which established KPB’s State Capital Project Priorities for 2024, includes the Kachemak Selo Community Center project, which recommends converting the \$10,867,503 in DEED funding to a Department of Commerce, Community and Economic Development (“DCCED”) Grant to be used for a community center to provide for the dual purposes of community needs and use as an education facility to address the academic needs of the community; and

**WHEREAS,** Resolution 2024-008 requested that the Alaska State Legislature transfer the grant awarded to KPB for construction of a school facility in Kachemak-Selo from DEED to DCCED in order to better address current development needs; and

**WHEREAS,** the acquisition of the subject property could serve a capital project as either a DEED school site or DCCED community center; and

**WHEREAS,** by letter dated March 5, 2024, the independent appraisal requirement under the DEED Grant Terms has been formally waived by DEED due to the lack of comparable market transactions necessary to determine an accurate appraisal value; and

**WHEREAS,** the KPBSD Board of Education, at its regular meeting of June 3, 2024, recommended approval of this resolution; and

**WHEREAS,** the Kenai Peninsula Borough Planning Commission, at its regular meeting of June 10, 2024, recommended approval by unanimous consent.

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

**SECTION 1.** That the Assembly finds that purchasing the following-described real property pursuant to KPB 17.10.040 is in the best interest of KPB:

LOT THIRTY-SIX (36), KACHEMAK SELO, ACCORDING TO PLAT NO. 2002-43, HOMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA (PARCEL NO. 185-212-36)

**SECTION 2.** That the terms and conditions substantially in the form of the purchase agreement accompanying this Resolution are hereby approved.

**SECTION 3.** That the purchase price is \$150,000, subject to the terms of the purchase agreement, plus title and closing costs, and due diligence fees not to exceed \$10,000.

**SECTION 4.** That this acquisition is for the purposes of siting a school or community center that can be used for academic instruction by KPBSD.

**SECTION 5.** That the above-described land is classified under KPB 17.10.080 as “Institutional”.

**SECTION 6.** That the Mayor is authorized to execute any and all documents necessary to purchase the real property described in Section 1 in accordance with the terms and conditions contained in this Resolution.

**SECTION 7.** That previously appropriated funds, not to exceed \$160,000, are available in the Capital Project Fund account 400.71065.KSELO.48610, for the acquisition of the real property listed in Section 1.

**SECTION 8.** That this Resolution is effective immediately.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 18TH DAY OF JUNE, 2024.**

*Brent Johnson*

Brent Johnson, Assembly President

ATTEST:

*Michele Turner*

Michele Turner, CMC, Borough Clerk



Yes: Cooper, Cox, Ecklund, Elam, Hibbert, Ribbens, Tunseth, Tupper, Johnson  
No: None  
Absent: None

Introduced by:	Mayor
Date:	01/08/19
Hearing:	01/22/19
Action:	Enacted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
ORDINANCE 2018-19-25**

**AN ORDINANCE ACCEPTING AND APPROPRIATING \$10,010,000 FROM THE  
STATE OF ALASKA DEPARTMENT OF EDUCATION & EARLY DEVELOPMENT  
FOR THE KACHEMAK SELO NEW K-12 SCHOOL CONSTRUCTION PROJECT**

- WHEREAS,** the borough requested funding for the Kachemak Selo New K-12 School Construction Project (“Project”) through the Alaska Department of Education & Early Development (“DEED”), School Construction Grant Fund for fiscal year 2016/2017; and
- WHEREAS,** the State of Alaska 29<sup>th</sup> Legislature passed Senate Bill 138 during the 2016 Fourth Special Session, appropriating \$10,867,503 to DEED for the Project; and
- WHEREAS,** DEED reduced the grant award to \$10,010,000 based upon student population projections; and
- WHEREAS,** the DEED grant requires a 35 percent match of \$5,390,000 through cash, in-kind or a combined contribution; and
- WHEREAS,** borough ordinance 2018-19-02 approved and appropriated the DEED grant subject to voters’ approval of the ballot proposition in ordinance 2018-21; and
- WHEREAS,** the borough proposition asking approval to issue not to exceed \$5,450,000 of general obligation bonds to pay the local required match portion failed at the regular election on October 2, 2018; and
- WHEREAS,** the DEED grant agreement must be signed prior to requesting a performance period extension of seven years, which will allow the borough time to secure the required 35 percent match; and
- WHEREAS,** assembly approval is required for the mayor to sign the DEED grant agreement and to appropriate the grant funds; and
- WHEREAS,** it is in the best interests of the borough to accept these funds and seek funds for the local match;

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


**SECTION 1.** That the mayor is authorized to accept the \$10,010,000 grant from the Alaska Department of Education & Early Development, School Construction Grant Fund.

**SECTION 2.** That the grant funds in the amount of \$10,010,000 are hereby appropriated to account no. 400.71065.KSELO.49999 – Project Account.

**SECTION 3.** That the mayor is authorized to execute a project grant agreement and any other documents deemed necessary to accept and expend the grant in accordance with the grant requirements, and to fulfill the intents and purposes of this ordinance.

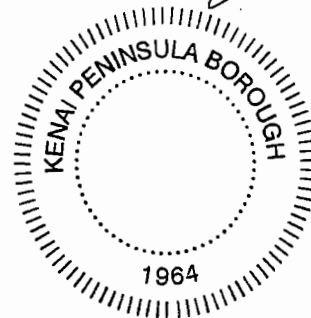
**SECTION 4.** This ordinance shall become effective immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 22ND DAY OF JANUARY, 2019.**

  
Wayne H. Ogle, Assembly President

ATTEST:

  
John Blankenship, MMC, Borough Clerk



Yes: Bagley, Blakeley, Carpenter, Cooper, Dunne, Fischer, Hibbert, Smalley, Ogle  
No: None  
Absent: None