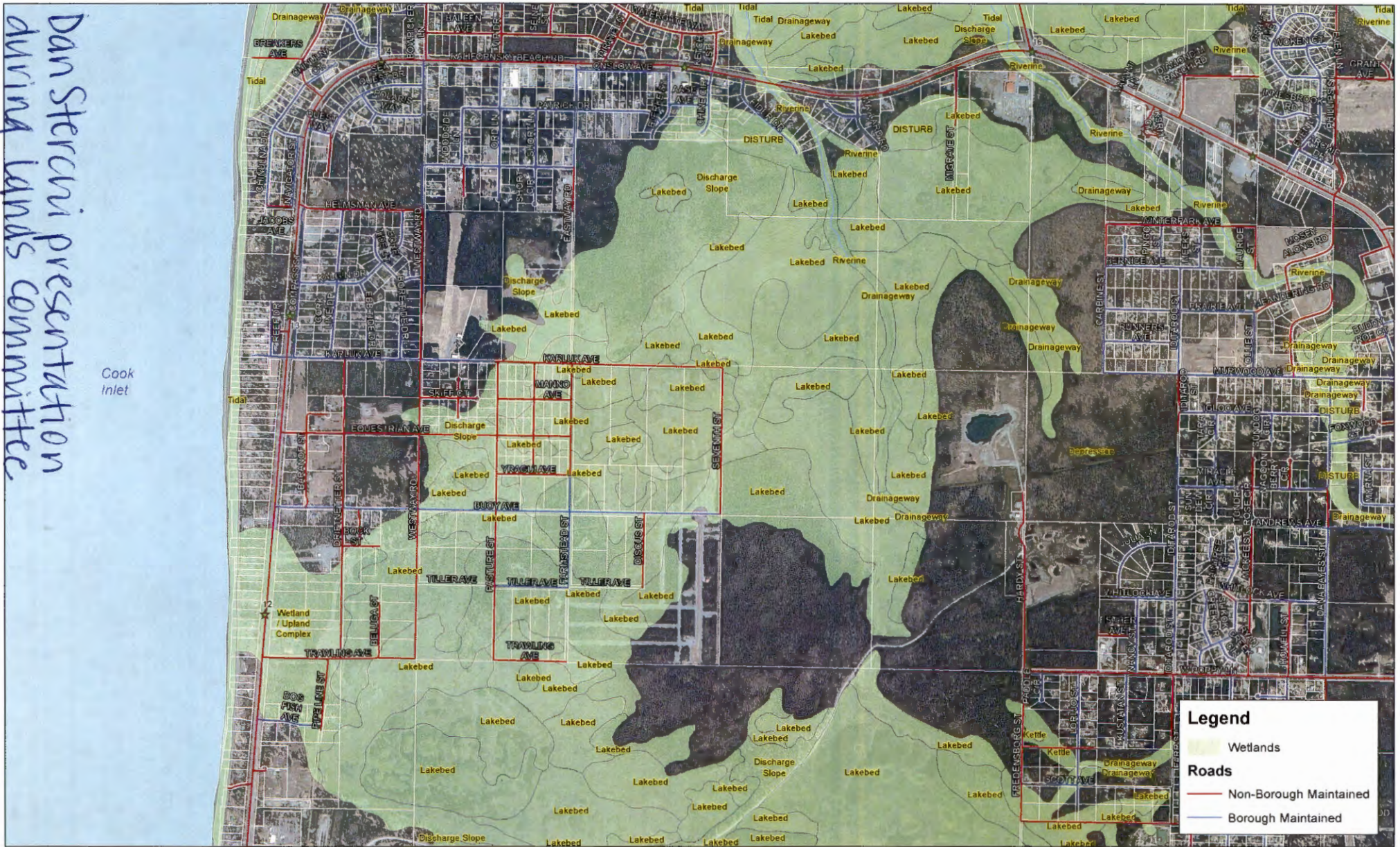


# K-Beach High Water Study Area - 2008 Wetland Mapping & Classification Data

Dan Stocchi presentation  
during lands committee



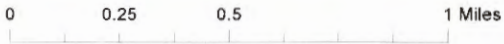
**Legend**

- Wetlands
- Roads**
- Non-Borough Maintained
- Borough Maintained



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.

Aerial Imagery date: 2012



Wetlands data source: [www.KENAIWETLANDS.net](http://www.KENAIWETLANDS.net)




Date: 8/14/2015

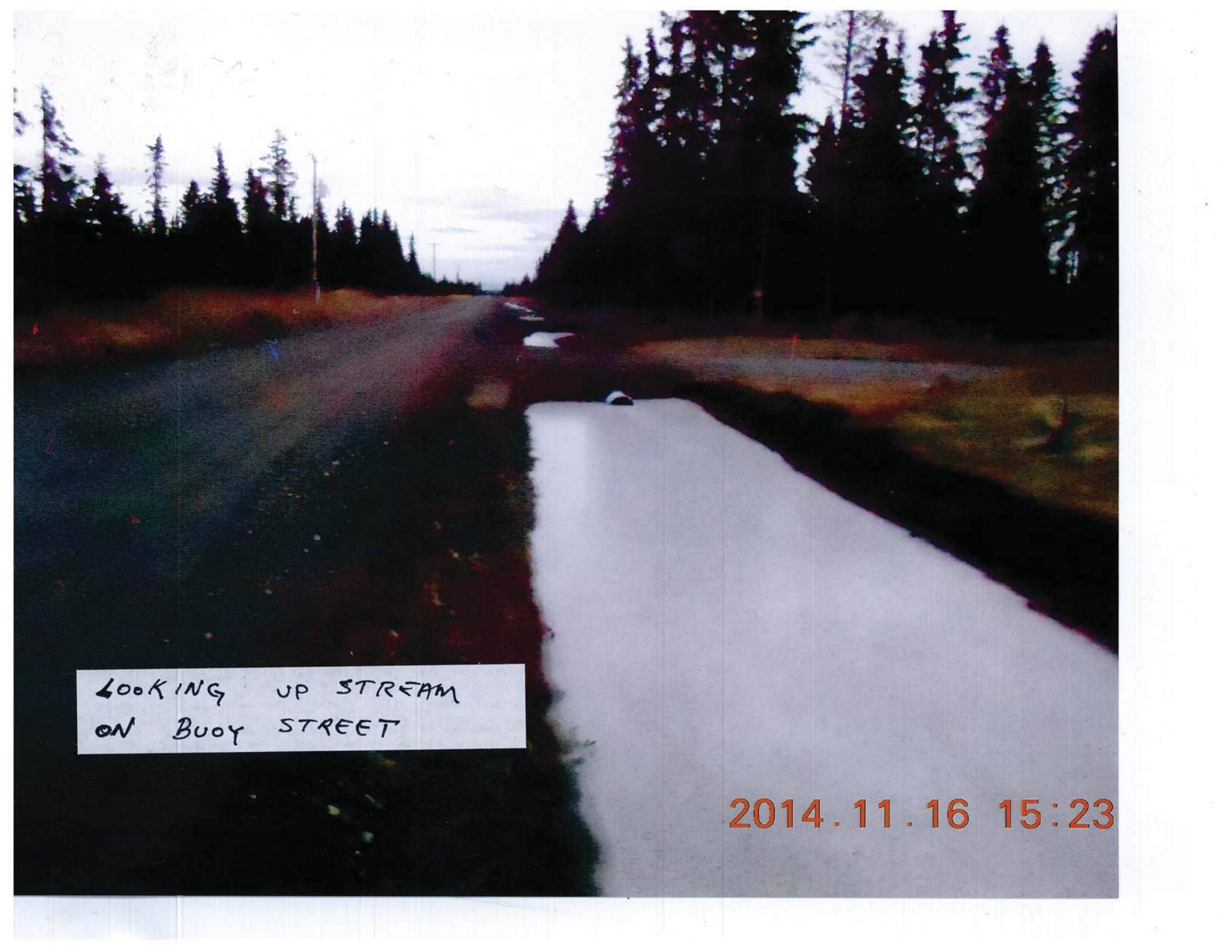
LOOKING UP STREAM  
FROM STERCHI RES.  
ON K-BEACH RD.

DITCH IS  
18' WIDE  
10' DEEP  
AT THIS POINT

2014.11.02 18:41




HOME OWNERS PIPING  
WASTE OVER LAND  
TO NEW BOOY STREET  
DITCH, THAT FLOWS TO  
STERCHI DROPERY A K-BEAR



LOOKING UP STREAM  
ON BUOY STREET

2014.11.16 15:23

A photograph showing a ditch or drainage area filled with trash and debris. In the foreground, a white corrugated pipe is partially visible. A handwritten sign is placed in the middle ground, and a blue pipe is visible in the background. The scene is outdoors with dry grass and a paved area nearby.

HOME OWNERS DUMPING  
WASTE INTO NEW  
BUOY STREET DRAIN DITCH

2014.11.16 15:3



08.14.2015



08.14.2015



08.14.2015





08.14.2015



08.14.2015



08.14.2015

[Print](#)[Close](#)

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## K-Beach Road

---

From: **Daniel** (sterchiconstruction@hotmail.com)

Sent: Thu 11/20/14 6:11 PM

To: postrander@kpb.us (postrander@kpb.us)

Good Morning Paul: I'm putting together my packet to speak to the assembly on Tues. 25th and I was wondering if you had a chance to talk to your legal dept. about our old letter regarding 055-360-19 N1/2 Government Lot 19, Sec. 30 TSN, R11W as per my meeting with you on Tuesday 18th 2014, anything on this matter is greatly needed.

I'm also looking for an update on the borough plans & engineering for the newly completed drainage ditch that runs down Buoy St.

In prior meetings with the Mayor, and Pat Malone they told me the ditch was a maintenance cleaning, and was not designed to flow, I have looked into this design, on my own, and indeed this new ditch is graded to flow to Mile 12.1K-Beach Rd. I think the assembly needs an update on this matter well before the meeting on Tuesday 25th 2014. Thank You: Dan Sterchi

To All Assembly Members: Please read these facts & questions on Ordinance 2014-32. Thank you for doing your due diligent on this matter.

1. During the Land Committee meeting 6-28-15 Mayor Navarre said "we must honor our commitments". 1994 Mayor Don Gilman made a commit to Sterchi/Schmidt, see letter<sup>1</sup> from KPB which is on file @ the borough; but this administration chose to ignore. We were fighting the loss of our bluff & it was an emergency @ that time also. Where is the continuity thru out different mayors/ assembly members??

2. KPB offers Keohane other property or other alternatives; see e-mails<sup>2&3</sup> they will not choose another piece of property because the KPB land @12.1 K-Beach is valuable, not as Mayor Navarre states "it has no value & the KPB has no future plans to improve drainage there". Keohane need to only Petition to vacate that drainage easement & then will have a beautiful FREE piece of beach front land. See e-mail<sup>4</sup> from Michele Aranguiz stating – (Land Management) "they don't ask any questions" - so petition passes. See letter<sup>5</sup> stating the borough will replant the forage grasses on property if Ordinance 2014-32 doesn't pass = \$101,700.00 if Ordinance 2014-32 does pass.

3. Who is paying taxes on each piece of property in this Ordinance & is the KPB adding special insurance to protect the Keohanes from 3<sup>rd</sup> party actions? See e-mails<sup>6</sup>. Where does the cost to tax payers end with this Ordinance?

4. How many other lawsuits are there over KPB emergency actions @ this time?

5. KPB has NO drainage to inlet from Karluk Basin; they crossed private land twice to pump Karluk Basin to the inlet. This is NOT a long term solution to empty Karluk Basin. Once again a good citizen steps forward & helped KPB out; has he been compensated?

6. Karluk Basin isn't needed now; KPB put in a new 1.5 mile ditch down Buoy which heads off the sheet flow/ flood waters from the 9 square miles drainage. KPB now must get the water to the inlet, don't leave it parked in the new ditch alongside the highway under mining the highway.

7. Property @ mile 12.1 K-Beach is the ONLY drain to the inlet left along K-Beach; why you are giving this away now???

8. We still maintain all of mile 12.1 K-Beach lot needs to remain drainage as any FUTURE engineering will verify.

9. Can mile 12.1K-Beach property be divided? It's government land; BLM said a through patent search must be done before KPB moves on this division of mile 12.1 K-Beach land.

10. NO engineering has been done for drainage of Karluk, Kalgin, Buoy, Trawling etc. to the inlet. Verbal doesn't qualify as a study. KPB is giving the last piece of drainage away; before doing planning, engineering etc. NOT LOOKING @ the long term conquests. Give mile 12.1K-Beach lot away and then buy it back later???

11. Read the Quick Claim Deed With Reservation of Drainage Easement<sup>7</sup> page 1 @ bottom of page states- property are removable from the easement area by Grantee (Keohanes) within a two week notice period etc. If there is an emergency once again the Mayor must call on the Keohanes; (who live out of state) to remove their property; because they have full use of lot. Isn't this exactly the way this ordinance came about; because you couldn't find the Keohanes during an emergency? Don't repeat history.

12. Why did this Ordinance have to be Section 2 & not inform the public of your intent as other ordinances do?

13. STOP this deal, behind closed doors - see Ordinance 2014-32 SECTION 2. - 3. That the granting of the exception will not be detrimental to the public welfare or injurious to other property in the area. This Ordinance is flat bad government & not in the best interest to ALL the citizens of the borough.

Many tax payers & property owners are counting on the KPB Assembly to kill this Ordinance; do an engineer study & get a long term solution so we DON'T have any more flooding. Not a just a patch for "when we flood again"; as the Mayor stated 6-28-2015 @ Land Committee meeting, why do we need Karluk Basin.

Daniel Sterchi & Teresa Sterchi      Aug. 18, 2015

4/18/94


RE: 055-360-19 N1/2 Government Lot 19, Sec. 30 T5N, R11W

Meeting with Dan Sterchi, owner of tax parcel no. 055-360-27.

The drainage ditch that runs through the center of subject Gov't Lot 19 fills annually with water at breakup in the spring, and sometimes in the fall. Dan has lived on his lot for the past 12 years. The drainage ditch needs to be retained.

There are two strategies for this lot:

- 1) Retain an easement for the drainage ditch and sell the remainder of the lot to the two adjacent property owners. The easement could be reconveyed back to DOT/P.
- 2) Retain the whole lot and consider conveying the lot back to the State DOT/P for maintenance of the drainage ditch.



PLANNING DEPARTMENT  
BUSINESS (907) 262-4441  
EXT. 222  
FAX (907) 262-8618

ROY E. DUDLEY, SR/WA  
LAND MANAGEMENT OFFICER

**KENAI PENINSULA BOROUGH**  
144 N BINKLEY • SOLDOTNA, AK • 99669-7599

#1

1:30  
TUES APRIL 26 1994

**From:** Mueller, Marcus  
**To:** "Paula Keohane"  
**Cc:** Aranquiz, Michele  
**Subject:** RE: Keohane drainage exchange  
**Date:** Wednesday, November 26, 2014 10:46:00 AM  
**Attachments:** LaydownMemo.pdf

---

Paula,

#2  
Attached is a memo that went to the Assembly yesterday. The Assembly postponed the ordinance until Jan 20 on this request which will allow the borough to verify that the drainage easement proposed on the borough property is sufficient on the long-term. It was felt that this was the most responsible action to ensure that the public interests are being accurately represented in the proposal. I will try giving you a call before the holiday.

Bill and I had a great conversation on site. As you can imagine he is very much in tune with the area. I did leave him with a map of another property in the area in the event that alternatives need to be explored. My sense is that the preference at this time is to continue with the proposal, so long as the we can verify through a consultant that the original design meets the intent of adequate room for future drainage improvements.

Regards

Marcus A. Mueller  
Land Management Officer  
Kenai Peninsula Borough  
907.714.2204  
mmueller@borough.kenai.ak.us

-----Original Message-----

From: Paula Keohane [<mailto:pkeohane@frontier.com>]  
Sent: Thursday, November 20, 2014 7:26 AM  
To: Mueller, Marcus  
Subject: Keohane drainage exchange

Marcus, I talked to my brother Bill re visiting with you onsite prior to assembly meeting Tues. He said he could meet with you on Monday at 1. He goes home for lunch so will be just down K-Bch. I reviewed the issues from your phone call with him and he knows that we aren't trying to get engineering recommendations, just visit about likely scenarios, and if the drainage easement would likely suffice. Call him at his office, Nelson Engineering to confirm Monday visit.  
Paula

Sent from my iPhone



---

**From:** Mueller, Marcus  
**Sent:** Tuesday, January 13, 2015 3:05 PM  
**To:** 'Paula Keohane'  
**Cc:** Aranguiz, Michele; Best, Max  
**Subject:** Evaluation Report and Discussion  
**Attachments:** KBeach MP12 Evaluation Summary.pdf

Paula,

#3  
During the borough's public process for the proposed exchange a question arose regarding the needs of the borough on the Mile 12.1 parcel for future drainage improvements. To assess the question we sought the assistance of the borough's capital projects division. Attached is the report that was prepared as a result. I will separately send you (due to file size) a copy of the evaluation scope which will help in understanding the content of the report itself.

The report concludes that the basic easement proposed was good but that additional easements would be important for the borough to additionally retain. The first would be a construction easement that would allow for the entire south 100-feet to be used during construction activities. The second would be for vegetation protection along the coastal bluff, approximately 50 feet setback.

By adding the construction easement and vegetation protection easement it would reduce the area that would be potentially available for your purposes. It would seem that you would need to weigh the impact of the easement expansion and determine if this property would still be valuable to you for your purposes. If so I believe we would proceed with a modified proposal. If not, I believe we would need to reconvene to explore alternatives. Michele and I are available to meet by phone and could talk around 11am tomorrow if that worked for you.

*Marcus A. Mueller*  
*Land Management Officer*  
*Kenai Peninsula Borough*  
*907.714.2204*  
*[mmueller@borough.kenai.ak.us](mailto:mmueller@borough.kenai.ak.us)*

ROWID	Date	address	text
			Paula, Marcus will be able to represent at assembly if neither sibling happens to be available; there won't be a need for you to fly up. We'll get in touch with them & see what works, but typically any questions would be posed directly to Land Management. Often, they don't ask any questions at all. We address most details on our presentation of the matter. We'll keep you in the loop. The assembly meetings are
13197	10-22-2014,02:50	13609692578	broadcast by radio as well; I suspect you could listen in via Internet. M
13198	10-22-2014,02:52	13609692578	Got it, thanks
			It's pretty neat that your sister delivered Marcus' child... Circles of
13199	10-22-2014,02:54	13609692578	relationship in a community. M

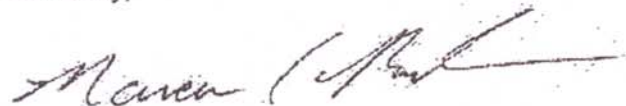
#4

the property, preserving and enhancing the drainage function. A portion of the parcel has been identified that would provide sufficient space for an open ditch outlet or the burial of drainage outlet improvements to serve the area. The offer to convey the 1.8 acre bluff parcel would be contingent on the reservation of a drainage easement in an area similar to that shown on the attached map. In the drainage easement area the borough would retain the right to use, maintain, and construct drainage improvements or allow for another public entity such as DOT to use the easement for the same purpose. As the drainage easement would occupy approximately half of the parcel, we also discussed providing some basic definition of compatible private uses that would be allowable on the easement area, such as uses that do not interfere with drainage functions and are removable upon a reasonable notice timeframe. Examples might include landscaping, gardens, sheds on skids, and interim driving surfaces that are outside of the drainageway and can give right-of-way to the drainage uses as those uses develop and function over time.

The borough will work on drafting an exchange agreement along with an easement instrument and a draft deed containing the reservation of an area for drainage purposes for your review and approval by the borough Assembly in September/October of this year. We also discussed the need to survey the easement areas so that the areas are accurately described and readily located. We recognize that prior to implementing the proposed exchange, conditions could necessitate the out letting of water from Karluk Ave onto your property based on the way that drainage systems are currently configured and the experience of 2013. We understand and appreciate that you would be permitting that to occur in good faith during the processing of the proposed exchange. Conversely, in the event that the proposed exchange does not receive approvals, the borough will replant the forage grasses on your property that have been impacted by the borough's activities during 2013 and 2014.

Please feel free to contact me in the mean time with any questions or concerns. Again, we appreciate your willingness to work with the borough, and look forward to presenting this proposal that we have discussed.

Sincerely,



Marcus A. Mueller  
Land Management Officer

Reletter Aug 1<sup>st</sup> 2014

#5

**From:** Mueller, Marcus  
**To:** "Paula Keohane"  
**Cc:** Mueller, Marcus  
**Subject:** RE: Draft Documents  
**Date:** Tuesday, September 02, 2014 3:31:31 PM

---

Paula,

Thanks for these points. I will get back to you with later in the week with revisions and more information.

Regards

*Marcus A. Mueller*  
*Land Management Officer*  
*Kenai Peninsula Borough*  
*907.714.2204*  
*mmueller@borough.kenai.ak.us*

---

**From:** Paula Keohane [mailto:pkeohane@frontier.com]  
**Sent:** Tuesday, September 02, 2014 3:26 PM  
**To:** Mueller, Marcus  
**Subject:** Re: Draft Documents

#6  
Marcus,  
just got back from camping trip and reviewed these draft documents. My preliminary comments:

Tract 1 of Kingswood Estates Sub belongs to: Timothy J Keohane and Paula S Keohane. As reflected in our 2014 Tax Bill. Address of this tract also identified as: 51402 Equestrian Ave.

I would like to see reference to the drawing I provided, not as a restriction but as a design consideration that acknowledges the aesthetic and wildlife value of any development that occurs to accommodate the primary objective of drainage.

Perhaps your legal department is going to add the liability considerations, but I need to see a hold harmless agreement to protect us from any 3rd party complaints or actions brought against us as a result of any of the Borough's development or activities on either of the parcels.

I am assuming that the survey you reference as 2014xxxx reflects the preliminary drawings you provided me when we visited the two parcels. And is yet to be done.

I'm not clear how the easements will affect the assessed valuations. If improvements are made that benefit the Borough but increase assessed value, who pays the taxes?

We will be home and available via phone or email to help this project stay on track. Thanks for your prompt action in getting these draft documents together.

## QUITCLAIM DEED WITH RESERVATION OF DRAINAGE EASEMENT

The Grantor, KENAI PENINSULA BOROUGH, an Alaska municipal corporation, whose address is 144 North Binkley Street, Soldotna, Alaska 99669, for ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to Assembly Ordinance 2014-\_\_ enacted November \_\_, 2014, conveys and quitclaims unto the Grantees, Paula N. Keohane and Timothy J. Keohane whose address of record is P.O. Box 1411, Coupeville, Washington, 98239, all interest it has, if any, in the following described real property:

North One-half Government Lot 13 Section 30 Township 5 North, Range 11 West, Seward Meridian, in the Kenai Recording District, Third Judicial District, State of Alaska

TOGETHER WITH all the improvements thereon, if any, and all rights of the Grantor to any and all hereditaments and appurtenances hereto, and

#7  
SUBJECT TO any taxes and assessments, exceptions, reservations, restrictions, conditions, covenants, easements, rights-of-way, encroachments either of record or ascertainable by physical inspection.

FURTHER SUBJECT TO a drainage easement reserved herein by Grantor for use by the Kenai Peninsula Borough, the State of Alaska, or other governmental entity having jurisdiction to manage drainage of area waters. The easement area is described more particularly by Record of Survey recorded as 2014-xxxxxxx Kenai Recording District. Said easement is for the construction, maintenance, and operation of drainage improvements on, over, under, through and across the easement area including but not limited to the right to clear, excavate, fill, ditch, embank, reinforce, armor; install structures, pipes, valves, outlets, outfalls, gauges and other improvements; receive, manage, and discharge waters; and to make such uses that may be necessary and convenient for drainage purposes with quiet enjoyment thereof. Grantee may make ancillary uses of the easement area which do not conflict with Grantor's reserved rights and particularly provided that Grantee's uses do not impede drainage functions, operations, or maintenance and are removable from the easement area by Grantee within a two week notice period for which Grantor shall have no duty to compensate for the loss, damage, or inconvenience thereof resulting from Grantor's exercise of its reserved rights.