

E. NEW BUSINESS

ITEM E6 – ORDINANCE 2022-09:

Authorizing a negotiated lease at less than fair market value of certain real property containing 3.5 acres more or less to the Anchor Point Food Pantry for a food pantry and other community uses.

Kenai Peninsula Borough

Planning Department – Land Management Division

MEMORANDUM

TO: Brent Johnson, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor *CP*
Melanie Aeschliman, Planning Director *MA*

FROM: Marcus Mueller, Land Management Officer *MM*

DATE: March 24, 2022

RE: Ordinance 2022-____, Authorizing a Negotiated Lease at Less Than Fair Market Value of Certain Real Property Containing 3.5 Acres More or Less to the Anchor Point Food Pantry for a Food Pantry and Other Community Uses (Mayor)

The Anchor Point Food Pantry (APFP) is a volunteer led local non-profit that has provided weekly meal service and food distribution for the greater Anchor Point area in partnership with several other organizations. APFP is working on plans to develop a long-term facility to continue their mission, with goals to expand services to the community.

APFP has applied for a negotiated lease of 3.5 acres of borough land, which was classified as institutional by Resolution 2021-075, located along School Avenue in Anchor Point. The property is currently being surveyed to form "Common Ground Subdivision" through the platting process.

This ordinance would authorize the Mayor to execute a 20-year lease, with one 10-year renewal option to APFP, with annual rental at a property tax rate equivalent for the 3.5-acre parcel of land. The lease is specified for purposes of community food pantry, community gatherings, community center uses and related activities, with a requirement that the uses be open to the general public.

Your review and consideration of this ordinance is appreciated.

Introduced by:	Mayor
Date:	04/05/22
Hearing:	04/19/22
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2022-**

**AN ORDINANCE AUTHORIZING A NEGOTIATED LEASE AT LESS THAN FAIR
MARKET VALUE OF CERTAIN REAL PROPERTY CONTAINING 3.5 ACRES MORE
OR LESS TO THE ANCHOR POINT FOOD PANTRY FOR A FOOD PANTRY AND
OTHER COMMUNITY USES**

WHEREAS, the Kenai Peninsula Borough (“the borough”) owns the subject property; and

WHEREAS, Resolution 2021-075 classified 3.5 acres of land as institutional; and

WHEREAS, the Anchor Point Food Pantry (“APFP”) has submitted an application for negotiated lease of the 3.5 acres of land; and

WHEREAS, the APFP’s application includes a plan for phased development of a community food pantry with longer term plans of expansion to include a community center; and

WHEREAS, entering into a negotiated lease of the property to the APFP meets an identifiable community need which is supported by the borough’s Comprehensive Plan Land Use Objective F Strategy 1(c); and

WHEREAS, the Anchor Point Advisory Planning Commission at its regularly scheduled meeting of April 7, 2022 recommended _____; and

WHEREAS, the borough’s planning commission at its regularly scheduled meeting of April 11, 2022, recommended _____;

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

SECTION 1. That leasing 3.5 acres, described as: A 3.5 acre portion of the S1/2NE1/4 Per WD Book 143, Page 830 and Per QCD Book 194, Page 985, excluding that portion as per Commissioners QCD Book 194, Page 990, Section 4, T5S, R15W, Seward Meridian, Third Judicial District, State of Alaska, to the Anchor Point Food Pantry (APFP) at other than fair market value, pursuant to KPB 17.10.100 (I) and

17.10.120 (D) is in the best interest of the borough based on the following findings of facts:

- A. The APFP is currently in need of relocation to develop long term facilities to meet ongoing community needs through its weekly meal and food distribution programs.
- B. The APFP is organized and has a demonstrated history of providing and operating a food pantry for the public in the community at large.
- C. The identified location is an appropriate location for the proposed land use and is consistent with the land classification.
- F. Leasing the property to the Anchor Point Food Pantry meets an identifiable community land use need which is supported by the borough's Comprehensive Plan Land Use Objective F Strategy 1(c).
- G. The lease shall contain a condition that the land use is open to the public.

SECTION 2. That based on the foregoing, the mayor is hereby authorized, pursuant to KPB 17.10.100 (I) to lease the land described in Section 1 above to APFP for a period of 20 years, with a 10-year renewal provision, at a rental rate equal to the unexempted real property tax rate, as determined by multiplying the most recent assessed value of the land by the effective real property tax mill rate for the locality, per year subject to the terms and conditions of this ordinance and subject to the terms and conditions substantially similar to those contained in the lease accompanying this ordinance. The authorization is for lease solely to the APFP and it may not assign any rights to negotiate or enter an agreement for lease to any other person or entity.

All other applicable terms and conditions of KPB Chapter 17.10 shall apply to this sale unless inconsistent with this ordinance.

SECTION 3. That in consideration for the lease at less than fair market value the property leased to APFP is subject to the restriction that the land shall be used solely for community food pantry, community gatherings, community center uses and related activities. APFP shall have the right to regulate use and may restrict use, provided that the manner of use is open to anyone regardless of race, color, religion, national origin, gender, marital status, pregnancy, parenthood or political affiliation. In the event APFP does not use, or ceases to use, the land leased as specified herein, the borough may terminate the lease.

SECTION 4. That the mayor is authorized to sign any documents necessary to effectuate this ordinance.

SECTION 5. That APFP shall have until 180 days after enactment of this ordinance to accept this offer by execution of the lease.

SECTION 6. That this ordinance takes effect immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS __th
DAY OF ____ 2022.**

Brent Johnson, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

KENAI PENINSULA BOROUGH REAL PROPERTY LEASE

For good and valuable consideration, and pursuant to Ordinance 2022-__, enacted ____, 2022, the Kenai Peninsula Borough, an Alaska municipal corporation whose address is 144 North Binkley Street, Soldotna, Alaska 99669, ("KPB"), grants to the Anchor Point Food Pantry, an Alaska non-profit corporation, PO Box 266 Anchor Point, AK 99556 ("Lessee" or "APFP"), use of the following described parcel of real property ("the Property") situated in the Homer Recording District, Third Judicial District, State of Alaska, and described as follows:

A 3.5 acre portion of the S1/2NE1/4 Per WD Book 143, Page 830 and Per QCD Book 194, Page 985, excluding that portion as per Commissioners QCD Book 194, Page 990, Section 4, T5S, R15W, Seward Meridian, State of Alaska, containing 3.5 acres, more or less, subject to survey and platting, as shown on Exhibit A, Plan of Survey.

PURPOSE OF LEASE

Pursuant to Ordinance 2022-__ the purpose of this Lease is for the development, use, and maintenance of a community food pantry and community center and other related activities, as described in Lessee's Approved Development Plan ("the Development Plan"), attached hereto and incorporated by reference. The Property shall be used for the purposes within the scope of the application, the terms and conditions of the Lease, and in conformity with the Lessee's Development Plan. Use or development for other than allowed purposes shall subject the Lease to termination.

- a. Modification of Development Plan. The Development Plan may be modified by mutual agreement to advance the purpose of this Lease. Modifications of Lessee's development plan may be made through the written approval of the KPB Mayor of a modified development plan submitted by Lessee to the KPB in writing at least 60 days prior to anticipated modification of uses or improvements on the Lease. Approved modifications shall be attached to this Lease and effective upon the Mayor's written approval.
- b. Special Requirements. KPB may impose special requirements under this Lease as it deems reasonable and necessary to advance the public's best interest in the management of the Property.

TERMS AND CONDITIONS

1. Lease Term. This Lease is for a term of 20 years commencing May 15, 2022, and terminating May 14, 2042. Lessee shall have the option to renew this Lease for one additional ten (10) year term. Renewal option shall be exercised in writing by Lessee no less than 90 days in advance of the expiration of the initial term.
2. Lease Rental. Pursuant to KPB Ordinance 2022-__ the annual lease rental for the term of this Lease shall be equal to the unexempted real property tax rate, as determined by multiplying the most recent assessed value of the land by the effective real property tax mill rate for the locality. Payment shall be made in advance, on or before 15th day of May of every year of the said term. The lease rental amount is separate from and in addition to any real property tax that the Lessee is responsible for under the Lease. The rental for the 1st year of the Lease is calculated at \$280.00.
3. Use By General Public. In consideration for the Lease at less than fair market value the Property leased to APFP is subject to the restriction that the Property shall be used solely for community food pantry, community gatherings, community center uses and related activities. Lessee shall have the right to regulate use and may restrict use, provided that the manner of use is open to anyone regardless of race, color, religion, national origin, gender, marital status, pregnancy, parenthood or political affiliation. In the event Lessee does not use, or ceases to use, the Property leased as specified herein, KPB may terminate the lease.
4. Waste. Lessee shall not commit waste or injury upon the Property leased herein.
5. 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, 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.
6. Safety. Lessee shall be solely responsible for maintaining the Property in a safe and fit condition, including without limitation snow and ice removal from all improvements and areas on the Property developed or used for pedestrian traffic.
7. Sanitation. Lessee shall comply with all laws, regulations or ordinances promulgated for the promotion of sanitation. The Property shall be kept in a clean and sanitary condition and every effort shall be made to prevent pollution of the waters and lands.
8. Hazardous Materials and Hazardous Waste. Except as may be authorized through an approved development plan as customary and necessary for shooting range facilities, including provisions for the means and methods of handling and management of materials, the storage, handling and disposal of hazardous waste shall not otherwise be allowed on lands under lease from KPB per KPB Code, Section 17.10.240(H).

Lessee shall comply with all applicable laws and regulations concerning hazardous chemicals and other hazardous materials, and shall properly store, transfer and use all

hazardous chemicals and other hazardous materials and not create any environmental hazards on the lands leased herein. In no event may LESSEE utilize underground storage tanks for the storage or use of hazardous chemicals or other hazardous materials.

Should any hazardous chemicals or hazardous materials of any kind or nature whatsoever, or hazardous wastes be released upon the subject lands during the term of this lease, Lessee shall IMMEDIATELY report such release to the KPB Planning Director or other appropriate KPB official and to any other agency as may be required by law, and Lessee shall, at its own cost, assess, contain and clean up such spilled materials in the most expedient manner allowable by law.

As used herein, "hazardous chemical" means a chemical that is a physical hazard or a health hazard.

As used herein, "hazardous material" means a material or substance, as defined in 49 C.F.R. 171.8, and any other substance determined by the federal government, the state of Alaska or KPB, to pose a significant health and safety hazard.

As used herein, "hazardous waste" means a hazardous waste as identified by the Environmental Protection Agency under 40 C.F.R. 261, and any other hazardous waste as defined by the federal government, the state of Alaska or KPB.

The covenants and obligations described in this article shall survive the termination of this lease.

9. Compliance with Laws. Lessee agrees to comply with all applicable federal, state, borough and local laws and regulations.
10. Easements and Rights-of-Way. This Lease is subject to all easements, rights-of-way, covenants and restrictions of which Lessee has actual or constructive notice. KPB reserves and retains the right to grant additional easements for utility and public access purposes across the Property and nothing herein contained shall prevent KPB from specifically reserving or granting such additional easements and rights-of-way across the Property as may be deemed reasonable and necessary.

As the parties agree that this is a reserved right which is reflected in the annual lease rental, in the event that KPB grants future additional easements or rights-of-way across the Property, it is agreed and understood that Lessee shall receive no damages for such grant.

11. Inspections. Lessee shall allow KPB, through its duly authorized representative, to enter and inspect the Property at any reasonable time, with or without advance notice to Lessee, to ensure compliance with the terms and conditions of this lease. KPB's right to enter and inspect shall be exercised at KPB's sole discretion and the reservation or exercise of this right, and any related action or inaction by KPB, shall not in any way impose any obligation whatsoever upon KPB, and shall not be construed as a waiver of any rights of KPB under this Lease.

12. Indemnification and Liability Insurance.

- a. Indemnification and Hold Harmless. The Lessee shall indemnify, defend, save and hold KPB, its elected and appointed officers, agents, volunteers, counsel, and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys' fees resulting from Lessee's performance or failure to perform in accord with the terms of this lease in any way whatsoever. The Lessee shall be responsible under this clause for any and all claims of any character resulting from Lessee or Lessee's 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, Lessee shall not be responsible for any damages or claims arising from the sole negligence or willful misconduct of the borough, its agents, or employees.
- b. Liability Insurance. Lessee shall purchase at its own expense and maintain in force at all times during the term of this Lease Comprehensive General Liability Insurance, which shall include bodily injury, personal injury, and property damage with respect to the property and the activities conducted by the Lessee in which the coverage shall not be less than \$1,000,000 per occurrence. The policy purchased shall name Lessee as the insured and KPB as an additional insured, and shall also require the insurer to provide KPB with thirty (30) days or more advance written notice of any pending cancellation or change in coverage. Insurance coverage limits shall be adjusted every 10 years to match KPB's then-current standard limit requirements for similar contracts.
- c. Proof of Insurance. At the time of executing this agreement, and at the time of each renewal of insurance, Lessee shall deliver to the KPB Planning Director certificates of insurance meeting the above criterion.

13. Property Taxes. Lessee shall timely pay all real property taxes, assessments and other debts or obligations owed to KPB. Pursuant to KPB Code, Section 17.10.120(F) this agreement will terminate automatically should Lessee become delinquent in the payment of any such obligations.

14. Assignments. Lessee may assign this Lease only if approved in advance by KPB. 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. The assignee shall be subject to and governed by the provisions of this Lease and laws and regulations applicable thereto.

15. Subleasing. No Lessee may sublease lands or any part thereof without written permission of the KPB Mayor when applicable. A sublease shall be in writing and subject to the terms and conditions of the original lease.

16. Cancellation. At any time that this Lease is in good standing it may be canceled in whole or in part upon mutual written agreement by the Lessee and either the KPB Mayor or Planning Director when applicable. This Lease is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts.
17. Termination. Upon termination of this Lease, Lessee covenants and agrees to return the Property to KPB in a neat, clean and sanitary condition, and to immediately remove all items of personal property subject to the terms and conditions of paragraph 21 below. All terms and conditions set out herein are considered to be material and applicable to the use of the Property under this Lease. Subject to the following, in the event of Lessee's default in the performance or observance of any of the agreement terms, conditions, covenants and stipulations thereto, and such default continues thirty (30) calendar days after written notice of the default, KPB may terminate this lease, 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.

In the event Lessee breaches any provisions prohibiting the release of hazardous chemicals, hazardous materials or hazardous waste upon the Property, and fails to immediately terminate the operation causing such release upon notice from KPB, then KPB may immediately terminate this Lease without further notice to Lessee.

18. Violation. Violation of any of the terms of this Lease may expose Lessee to appropriate legal action including forfeiture of lease/purchase interest, termination, or cancellation of its interest in accordance with state law.
19. Notice of Default. Notice of the default, where required, will be in writing and as provided in the Notice provision of this agreement.
20. Entry or Re-entry. In the event that the Lease is terminated, canceled or forfeited, or in the event that the Property, or any part thereof, should be abandoned by the Lessee during the Lease term, KPB or its agents, servants or representatives, may immediately or any time thereafter, enter or re-enter and resume possession of the Property or such part thereof, and remove all persons and property therefrom either without judicial action where appropriate, by summary proceedings or by a suitable action or proceeding at law or equity without being liable for any damages therefor. Entry or re-entry by KPB shall not be deemed an acceptance of surrender of the contract.
21. Removal or Reversion of Improvements Upon of Lease.
 - a. Improvements on the property owned by Lessee shall, within thirty calendar days after the termination of the Lease, be removed by Lessee; provided such removal will not cause injury or damage to the Property; and further provided that the Mayor, or Planning Director when applicable, may extend the time for removing such improvements in cases where hardship is proven. The Lessee may dispose of its improvements to a succeeding Lessee with the consent of the KPB Mayor.
 - 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 the Lessee under the terminated or canceled contract, be sold at public sale under the direction of the KPB Mayor and in accordance with the provisions of KPB Code. The proceeds of the sale shall inure to the Lessee who placed such improvements and/or chattels on the Property, or its successors in interest, after paying to KPB all monies due and owing plus all costs, fees and expenses incurred in storing the goods and 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 Property belongs, and the fund shall receive all moneys or other value subsequently derived from the sale or 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, the purchaser, Lessee, or permittee shall convey said improvements and/or chattels by appropriate instrument to KPB.

- 26. Rental for Improvements or Chattels not Removed. Any improvements and/or chattels belonging to the Lessee or placed on the Property during its tenure with or without its permission and remaining upon the Property after the termination of the Lease shall entitle KPB to charge a reasonable rent therefor.
- 27. Resale. In the event that this Lease should be terminated, canceled, forfeited or abandoned, KPB may offer the Property for sale, lease or other appropriate disposal pursuant to the provisions of KPB Code, Chapter 17.10 or other applicable regulations. If the Property is not immediately disposed of, then said land shall return to the Land Bank.
- 28. Notice. Any notice or demand, which under the terms of this Lease 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 Lease. 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.

All notices shall be sent to both parties as follows:

Lessor
KENAI PENINSULA BOROUGH
Planning Director
144 N. Binkley
Soldotna, AK 99669-7599

Lessee
Anchor Point Food Pantry
Melissa Martin, President
PO Box 266
Anchor Point, AK 99556

29. Responsibility of Location. It shall be the responsibility of the Lessee to properly locate itself and its improvements on the leased lands.
30. Liens and Mortgages. Lessee shall not cause or allow any liens of any kind or nature whatsoever to attach to the property during the term of this lease, except in connection with financing transactions as discussed below. In the event that any prohibited lien is placed against the Property, Lessee shall immediately cause the lien to be released. Lessee shall immediately refund to KPB any monies that KPB may, at its sole discretion, pay in order to discharge any such lien, including all related costs and a reasonable sum for attorneys' fees.

For the purpose of interim or permanent financing of improvements to be placed upon the Property, and for no other purpose, Lessee, after giving written notice thereof to KPB, may encumber by mortgage, deed of trust, assignment or other appropriate instrument, Lessee's interest in the Property and in and to this Lease, provided such encumbrance pertains only to such leasehold interest and does not pertain to or create any interest in KPB's title to or interest in the Property. Any such encumbrance shall be entirely subordinate to KPB's rights and interest in the Property.

A leasehold mortgagee, beneficiary of a deed of trust or security assignee shall have and be subrogated to any and all rights of the Lessee with respect to the curing of any default hereunder by Lessee.

In the event of cancellation or forfeiture of this Lease for cause, the holder of a properly recorded mortgage, deed of trust, or assignment will have the option to acquire the Lease for the unexpired term thereof, subject to the same terms and conditions as in the original instrument.

31. Non-Waiver Provision. The receipt of payment by KPB, regardless of KPB's knowledge of any breach by Lessee, or of any default on the part of the Lessee in observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of the agreement. Failure of KPB to enforce any covenant or provision herein contained shall not discharge or invalidate such covenant 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 Lease for any reason, shall not reinstate, continue or extend the Lease, 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 the payment fully satisfies the breach.
32. Jurisdiction. Any suits filed in connection with the terms and conditions of this Lease, and of the rights and duties of the parties, shall be filed and prosecuted in the Third Judicial District at Homer, Alaska and shall be governed by Alaska law.
33. Savings Clause. Should any provision of this Lease fail or be declared null or void in any respect, or otherwise unenforceable, it shall not affect the validity of any other provision of this Lease or constitute any cause of action in favor of either party as against the other.

34. Binding Effect. It is agreed that all covenants, terms and conditions of this Lease shall be binding upon the successors, heirs and assigns of the original parties hereto.
35. Full and Final Agreement. This Lease constitutes the full and final agreement of the parties hereto and supersedes any prior or contemporaneous agreements. This Lease may not be modified orally, or in any manner other than by an agreement in writing and signed by both parties or their respective successors in interest. Lessee avers and warrants that no representations not contained within this Lease have been made with the intention of inducing execution of this Lease.
36. Lessee warrants that the persons executing this agreement are authorized to do so on behalf of APFP.

Anchor Point Food Pantry

KENAI PENINSULA BOROUGH

Melissa J. Martin, President

Charlie Pierce, Mayor

Dated: _____

Dated: _____

Chris Anne Syme, Secretary

Dated: _____

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY BY:

Johni Blankenship
Borough Clerk

A. Walker Steinhage
Deputy Borough Attorney

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public in and for Alaska
My commission expires: _____

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Melissa J. Martin, President, Anchor Point Food Pantry, an Alaska non-profit corporation, for and on behalf of the corporation.

Notary Public in and for Alaska
My commission expires: _____

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Chris Anne Syme, Secretary, Anchor Point Food Pantry, an Alaska non-profit corporation, for and on behalf of the corporation.

Notary Public in and for Alaska
My commission expires: _____

Return to: Kenai Peninsula Borough
 Land Management Division
 144 N. Binkley Street
 Soldotna, AK 99669

(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

Grantor: Kenai Peninsula Borough
Grantee: Anchor Point Food Pantry
Legal Description: Lot 4, Common Ground
Subdivision, Plat No 2022-_____
Homer Recording District, Alaska

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is entered into by and between **KENAI PENINSULA BOROUGH**, an Alaska Municipal Corporation, having a mailing address of 144 N. Binkley St., Soldotna, AK 99669 ("**Lessor**") and **ANCHOR POINT FOOD PANTRY**, an Alaska non-profit corporation, having a mailing address of PO Box 266, Anchor Point, AK 99556 ("**Lessee**").

1. Lessor and Lessee entered into a certain Real Property Lease ("Lease") on the 15th day of May, 2022, for the purpose of development, use, and maintenance of a community food pantry and community center and other related activities, as described in Lessee's Approved Development Plan. All of the foregoing is set forth in the Lease.
2. The initial lease term will be twenty (20) years commencing on the Effective Date with one (1) ten (10) year option to renew.
3. The Real Property being leased to Lessee is described as Lot 4, Common Ground Subdivision, Plat No. 2022-22, Homer Recording District, Third Judicial District, State of Alaska.
4. Lessor and Lessee now desire to execute this Memorandum to provide constructive knowledge of Lessee's lease of the Real Property.
5. This Memorandum and Agreement are 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.

Anchor Point Food Pantry

KENAI PENINSULA BOROUGH

Melissa J. Martin, President

Charlie Pierce, Mayor

Dated: _____

Dated: _____

Chris Anne Syme, Secretary

Dated: _____

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY BY:

Johni Blankenship
Borough Clerk

A. Walker Steinhage
Deputy Borough Attorney

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public in and for Alaska
My commission expires: _____

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Melissa J. Martin, President, Anchor Point Food Pantry, an Alaska non-profit corporation, for and on behalf of the corporation.

Notary Public in and for Alaska
My commission expires: _____

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Chris Anne Syme, Secretary, Anchor Point Food Pantry, an Alaska non-profit corporation, for and on behalf of the corporation.

Notary Public in and for Alaska
My commission expires: _____

NEGOTIATED SALE, LEASE OR EXCHANGE OF BOROUGH LAND
KENAI PENINSULA BOROUGH
LAND MANAGEMENT DIVISION

144 N. Binkley Street
Soldotna, AK 99669-7599
lmweb@kpb.us

Phone: 907-714-2205
Fax: 907-714-2378

A \$500.00 fee must be submitted with this application. The \$500.00 is not applied to the purchase price and is refunded only if the application is not found to be in the public's best interest.

This form is to be completed by individuals or organizations wishing to purchase, lease or exchange borough land pursuant to KPB 17.10.100 (C) or (I). The application is to be completed in full to the best of knowledge of the individual or authorized representative. If requested, proprietary and financial information of the applicants, that is so marked, will be kept confidential. The assembly must approve, by ordinance, any disposition of borough land. The application process generally takes between 90-180 days.

Attach separate sheets of paper if more space is needed for explanation. If a section *(or portion thereof)* is not applicable, mark with the abbreviation "N/A". Contact Kenai Peninsula Borough Land Management staff if you have any questions about the information requested on the application. Please type or print.

Applicant Information

Name: _____
Organization: _____ Anchor Point Food Pantry
Mailing Address: _____ PO Box 266, Anchor Point, AK 99556
Phone: _____ 907-299-8437 Email: _____ apfp.266@gmail.com

Other individuals(s) or organizations(s) party to this application *(add additional pages if needed)*:

Name: _____
Organization: _____
Mailing Address: _____
Phone: _____ Email: _____

Type of Organization *(check one)*:

<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> General Partnership
<input checked="" type="checkbox"/> Non-Profit	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Corporation	<input type="checkbox"/> Other:	

Note: Please submit, as appropriate, the following items with this application:

1. Current Alaska Business License
2. Designation of Signatory Authority to Act for Organization or Individual
3. Non-Profits – IRS Tax Exemption Status
 - ☒ Yes – Please attach letter of determination
 - ☐ No – Please attach certificate, articles of incorporation, by-laws, or other appropriated documentation.

Description of parcel(s) of interest (add additional pages if needed):

Legal Description: T53 R 15W SEC 4 SEWARD MARIDIAN;
Institutional portion of parcel 16905071

Plat Number (if applicable): _____ Recording District: _____

Tax Parcel ID: 16905071 Size/Acreage: 3.5

This application is being made for the following (check the appropriate box);

☐ Purchase ☒ Lease ☐ Exchange ☐ Other (please specify)

Complete this section for Negotiated Sales Only:

a. Offer Price: _____

b. Are you wishing to seek Borough financing for this purchase ☐ Yes ☐ No
 (If yes, terms will be discussed during the negotiations)

c. Please explain the reasons why you believe the Borough should sell this land to you, be specific (add additional pages if needed):

If the proposal is for other than fair market value, please state why it would be in the public's best interest to approve this proposal. Include all supporting facts & documents.

As a lease, the Anchor Point Food Pantry and its planning committee (June 2021)

collaborated on plans to build a hall that will facilitate a revenue for the pantry, thus providing a
venue for general public use.

Are there any existing improvements on this land? If yes please describe and provide photos if available.

None known

Attach a site plan depicting the proposed use of the property.

Plan attached ☒ Yes ☐ No

Has the applicant or affiliated entity previously purchased or leased Borough owned land or resources:

☒ No ☐ Yes *(If yes provide legal description; type of purchase/lease and its' current status)*

Has the applicant or affiliated entity ever filed a petition for bankruptcy, been adjudged bankruptor, or made an assignment for the benefit of a creditor?

☒ No ☐ Yes *(If yes please explain, including dates):*

Is the applicant or affiliated entity now in default on any obligation to, or subject to any unsatisfied judgment or liens?

☒ No ☐ Yes *(If yes, please explain):*

Complete the following applicant qualification statement for each individual applicant or organization (*attach additional statements as necessary*):

APPLICANT QUALIFICATION STATEMENT

Name: Anchor Point Food Pantry

Address: PO Box 266, Anchor Point, AK 99556

I hereby swear and affirm to the best of my knowledge:

- That I am eighteen years of age or older; and
- I am a citizen of the United States or a permanent resident who has filed a declaration of intention to become a citizen or a representative of a group, association or corporation which is authorized to conduct business under the laws of Alaska; and
- I am not delinquent on any deposit or payment obligation to the Kenai Peninsula Borough (KPB); and
- I am not currently in breach or default on any contract or lease involving land in which KPB has not acted to terminate the contract or lease or to initiate legal action.
- Unless agreed otherwise in writing and signed by the KPB mayor, the above named applicant agrees to provide a performance bond, general liability insurance, damage deposit, and pay for remote site inspection, if applicable.

I hereby certify that the information contained herein is true to the best of my knowledge and belief.



Signature of Applicant

March 19, 2022
Date

Melissa J. Martin
Print Name

Resolution of the Anchor Point Food Pantry Board of Directors
Regarding the application of a long-term property lease from the Kenai Peninsula Borough

Whereas the Board believes the mission of the Anchor Point Food Pantry is important to, valued by and needed by the Anchor Point and surrounding community; and

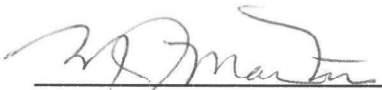
Whereas the Board believes the establishment of a permanent place for the Pantry is necessary to assure its long-term sustainable operation; and

Whereas the Board believes the establishment of a permanent place for the Pantry can be leveraged to further realize the long-term vision of the Anchor Point Food Pantry as a cornerstone community organization; and

Whereas the Anchor Point Food Pantry Board believes that the Kenai Peninsula Borough Property Tax Parcel ID: 16905071 (3.5 acres, Institutional Portion) is the best opportunity for the Pantry to establish a long-term permanent place that will sustainably continue the Pantry's mission for the community and the opportunity to realize the long-term vision of the Pantry, having the community's best interest in mind.

Now, therefore, be it resolved that the Board of Directors of the Anchor Point Food Pantry hereby directs Melissa Martin, President, Executive Director, to prepare and apply for a land lease to the Kenai Peninsula Borough for the subject property; and furthermore, authorizes the president to enter into a lease agreement with the Kenai Peninsula Borough; and to sign for and perform any and all responsibilities in relation to such agreement. The Board of Directors further authorizes the president to undertake such planning and development preparation activities as is necessary to establish sustainable Pantry operations on said property.

Location: KPB Tax Parcel ID: 16905071 (3.5 acres, Institutional Portion)



Melissa J Martin,
APFP President, Executive Director



Chris Syme,
APFP Secretary

Date: March 3, 2022

Alaska Business License # 2090225

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

Anchor Point Food Pantry

PO Box 266, 73358 School St., ANCHOR POINT, AK 99556-0266

owned by

Anchor Point Food Pantry

is licensed by the department to conduct business for the period

December 3, 2020 to December 31, 2022
for the following line(s) of business:

62 - Health Care and Social Assistance



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Anderson
Commissioner

ANCHOR POINT FOOD PANTRY
CINCINNATI, OH 45201

Date: DEC 22 2016

ANCHOR POINT FOOD PANTRY
PO BOX 266
ANCHOR POINT, AK 99556-0266

Employer Identification Number:
46-1962921
DLN:
26053740003066
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
October 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
December 01, 2016
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

The Anchor Point Food Pantry Development Plan

Prepared for: The Anchor Point Food Pantry

Prepared By: Steve Theno, PE; Retired

Introduction

The Anchor Point Food Pantry (APFP) is a non-profit (501c3 tax exempt) organization based in Anchor Point. The APFP is a community focused organization. The mission of the APFP is outreach and support for members of the community, working to spread awareness and make a difference in residents' lives. It does this through a number of programs anchored around its core food program. The APFP serves the rural areas of the lower Kenai Peninsula from Ninilchik south; including Happy Valley, Anchor Point, Nikolaevsk and some residents of Homer that are unable to make it to the Homer Pantry during their normal hours of operation.

The APFP has a broader vision to be a cornerstone organization the lower Kenai Peninsula community can depend on, serving the community's needs, and making a difference. To carry out its mission reliably and sustainably, the APFP needs a permanent facility supported with the appropriate infrastructure. To achieve its vision, the APFP needs a location within which growth can occur. The Kenai Peninsula Borough (KPB) property for which a lease application is being submitted by the APFP would provide a suitable location for the APFP to construct a permanent facility and the associated infrastructure to continue its mission and to leverage growth to achieve its vision.

Purpose

The purpose of the APFP Development Plan is to provide the framework with which to responsibly and sustainably plan, construct, manage and operate the necessary physical facilities and associated infrastructure that enable the mission of the APFP to be successfully performed.

The APFP Development Plan further establishes a broader overall Masterplan that guides the on going planning and development of additional physical facilities and expanded infrastructure on the site with the features and capabilities necessary to realize its broader vision of supporting local community needs and fostering a sense of community – for charity, for education (like teaching youth how to can and bake bread), and for fun.

The APFP Development Plan clearly establishes for the Borough, the community, the stakeholders, and supporters: the goals and objectives of the organization, the expectations for the development of the site and the strategies for sustainable management and operations. It forms the foundation of an open and transparent commitment to the community. And it provides the framework for dialogue with other community partners in maximizing community benefit.

Proposed Site

The Borough property which the APFP proposes to lease under this development plan is the Institutional portion of parcel 16905071. The property is part of the larger 16.21-acre parcel of previously unclassified Borough land, a portion of which has been developed as a solid waste transfer facility. This larger parcel is within the central area of the Anchor Point community. It is generally bounded by School

Street on the north, Birch Street on the west, Spinnaker Street on the south and private commercial property on the east. The southeast corner has an extension which provides a land corridor to the Old Sterling highway.

Earlier in 2021, through Borough action, the original parcel was subdivided to create a 3.52 acre parcel classified as Institutional and a 1.53 acre parcel classified as Residential. The larger balance of 9.81 acres, which includes the solid waste transfer station, was classified as Waste Handling. The remaining 1.35 acres establishes Right of Ways along the property boundaries bordering School, Birch and Spinnaker streets. The Residential parcel is a strip with a north-south alignment. It's west property boundary abuts the Right of Way established along Birch Street.

The property then which is proposed in this lease is the 3.52 acre Institutional parcel. It is nominally 500' by 300'; with the long axis aligned north-south. The northern property boundary abuts the Right of Way established along School Street and the southern boundary borders the Right of Way established along Spinnaker Street and its future alignment. The property abuts the Residential parcel on the west and the remaining Borough Waste Handling site on the east.

The property has no existing structures nor permanent improvements. It is generally level, with localized grade variations of several feet, although there is a general slope down to the east and south; with an overall elevation difference of approximately 8 feet. There is standing surface water on the Borough land just east of the subject parcel and this appears to be a natural area low point. Approximately one-half of the site is undisturbed, in its natural state. This is generally concentrated along the west and north portions of the site. The surface here generally has a natural vegetative cover with dispersed low density timber stands.

While there are no existing structures or permanent improvements on the property, there is a fairly large segment of the site, generally in the east and south that has been previously stripped of vegetation and roughly graded. There are several pioneer trails and paths into and out of this area; that appear to be used periodically by 4-wheelers, off road vehicles and perhaps other vehicles. Within the rough graded area is there is a shallow depression that looks like an old open pit, perhaps used in the past as a borrow source.

It has been reported that portions of the site had served as a highway maintenance staging area in the past by the State of Alaska. It is possible the rough graded area and open pit are remnants of past State highway maintenance activities. There has been speculation that there may be some localized chemical contamination resulting from the State activities. The most likely forms of contamination might be brines, salts and chemicals used in highway deicing; oils and lubricants, asphalt mixtures and road paints. However, no contamination has been identified and the Borough indicates they have no evidence to suspect contamination nor any justification to conduct a Phase I Environmental Assessment at this time.

Public utilities are available in close proximity to the site. Homer Electric Association (HEA) provides electric utility service to the area. HEA has an overhead 120/240V 1Ph power line running east-west in an alignment just north of School St. Electrical service to the site may be extended from this line. Higher capacity 3Ph power would only be available to this location if extended from the Sterling Highway. Anchor Point Safe Water Company provides local water service. Anchor Point Safe Water Company has a 6" transmission main running north-south in an alignment just west of Birch Street. Water service to the site may be extended from this line. It will require a branch extension of the 6" transmission main from

the vicinity of the School Street and Birch Street intersection east in an alignment along School Street to a convenient location from which to extend a water service into the site. There is no public waste water disposal system nor storm drain system in the vicinity of the site.

Vehicular access to the site may be approached from either Spinnaker St or from School Street. School Street generally functions as an east-west arterial roadway for this area, with a connection to the Sterling Highway. It would offer the most appropriate approach.

The proposed site offers very good opportunities for development. The site has sufficient area to construct the core facilities proposed for the Anchor Point Food Pantry. There is sufficient space to optimize vehicular and pedestrian circulation, flexibility in siting the facilities to be constructed, space to accommodate on-site waste water disposal systems and nice opportunities to create natural buffers between the facilities and activities on site and adjacent land parcels and public ways. Furthermore, with prudent masterplanning efforts, the site provides the opportunity to explore the development of additional community facilities as envisioned by the APFP.

Development Strategy

The APFP will develop the proposed site in a series of strategic phases. Each phase will achieve an increasing level of service and benefit the APFP provides the local community. Each phase builds on the previous. The development strategy and the development phases will be focused on enabling the APFP to deliver its core mission and to establish the foundation and infrastructure that will enable realization of the longer-term vision.

The phased development strategy is structured such that the APFP can begin to deliver services early in its occupancy and to maintain those services without major interruption throughout all development phases. Furthermore, the phased development strategy recognizes the need to accommodate fund raising and financing efforts, to develop, implement and optimize sustainable business plans and to develop and cultivate necessary administrative, operations and maintenance expertise and resources.

The development strategy is founded on the following key precepts:

1. All facilities and site improvements will be designed to reflect the culture and values of the community, to be inviting, and something the community will be proud of.
2. The APFP will be a good neighbor, mindful of the local setting and surroundings. The new facilities, site improvements and operations will be developed to work well with the neighborhood and to mitigate any local concerns.
3. The APFP will be a good steward of the land, cognizant of the Borough's ownership and respectful of the natural environment.
4. All facilities and site improvements will be designed and constructed in compliance with Borough and State of Alaska codes and standards, as applicable.
5. The new facilities will be designed to be economical to construct and operate. The new facilities will be designed to meet and exceed current energy efficiency standards and incorporate renewable energy and sustainability features to the extent feasible. The LEED (Leadership in Energy and Environmental Design) program will be used as a guideline.

6. The new facilities and site will be well maintained and responsibly operated. A dedicated operations and maintenance program will be established to assure a fully functional and sustainable development is achieved and maintained throughout its life.
7. The site and facilities will be developed to maximize their ability to generate a revenue for the Pantry, when providing a venue for general public use (meeting space, group dining/kitchen, etc).
8. The site and facilities will be developed to maximize the ability to leverage the infrastructure to maximum benefit in supporting future site amenities and facilities developed by or with other community partners.

The guiding philosophy of the development strategy is the creation of a permanent, sustainable home for the APFP and to create this home in a way that is beneficial to the community, valued by the community, accepted by the community, and can grow in what it can deliver for the community.

Site Development Masterplan

A Masterplan has been generated to visualize, optimize and guide the site development. The Masterplan graphically illustrates how the site will be developed through a series of logical, sequential phases. It presents a vision of the preferred arrangement of the site.

The Masterplan may be found in the Appendices. Key features of the Masterplan include:

1. Primary access into and out of the site is via School Street. The primary access facilitates both vehicular and pedestrian access. On site pedestrian pathways can link to future public pathways should they be developed along School Street.
 - a. Vehicular access points from/to School Street are sited well east of the School – Birch intersection to minimize any potential congestion.
2. A natural buffer is maintained between the facilities and activities on the site and School Street. The buffer takes advantage of the Right of Way property established by the Borough. A natural buffer between the site and Spinnaker Street along the south side of the site is maintained by limiting any development in this location. A privacy fence may be considered along the western boundary of the site, providing further separation between the site and adjacent Residential property. Selective natural vegetation and timber is left in place to further buffer and screen the property boundary.
3. Constructed facilities are generally clustered in the northwest quadrant of the site. This offers good drainage opportunities, and the vegetation and timber stands provide opportunities for selective landscaping to create a pleasant setting.
4. Parking and vehicular circulation is generally distributed along the eastern half of the site. This provides the opportunity to take advantage of the existing clearing and grading that exists and the opportunity to dress it up. Discrete parking areas are arranged to work with the slopes, grade changes and contours that exist in this area of the site. On-site circulation generally attempts to separate vehicular movement from pedestrian movement to and from the facilities.
5. Delivery truck access makes use of the primary vehicular access points to/from School St, but maneuvering is otherwise separated from public circulation as much as possible.
6. The playground is strategically positioned to provide ready viewing, monitoring and pedestrian movement to/from the Pantry facility, yet be convenient to vehicle parking. The playground is separated from primary vehicular circulation traffic ways as best possible.

7. Utilities

- a. Electric utility will be extended from the HEA overhead line on the north side of School Street. It is anticipated the road crossing will be an aerial service line, transitioning to an underground service line through the Borough Right of Way to the facilities on the site. Sizing of the service line for current and future needs will be coordinated with the serving utility.
 - b. Water service shall include a 6" branch main line extension from the existing Anchor Point Safe Water Company's 6" transmission main located along the west side of Birch Street. The branch main line extension shall extend east along the south side of School Street to a suitable location for a fire hydrant. A service line shall be extended into the site from this 6" branch main line extension. A 4 or 6" service is anticipated to accommodate future on site fire hydrants and fire sprinkler systems in the constructed facilities.
 - c. Wastewater disposal will be accommodated on site. Either a conventional septic tank and leach field will be employed, or a raised bed leach field with a combination septic tank/lift station arrangement, as dictated by the soil's conditions. The leach field is sited towards the southern and eastern region of the site; areas generally set aside to be maintained as a natural buffer to adjacent properties.
8. The site masterplan is arranged to allow continued development along the western boundary, progressing southward from the initial facilities. Such development could be readily accommodated by the existing parking, vehicular circulation, and pedestrian pathways. There is also space available to continue to expand the parking configuration in a compatible way, to the south in parallel with facilities expansion. Similarly, utility services are sized and arranged to expand southward to support new development. And finally, expanding facilities south in the proposed manner allows the facilities to be conveniently linked to leverage the assets each possesses, but also the opportunity to create unique identities for each component.

Near Term Development Phase

Near term development would occur years 2022 and 2023. Development activities would begin immediately following award of the lease in the spring of 2022. Initial activities would include finalizing the near-term scope of work and site layout, developing construction documents for work to be accomplished on site, engaging contractors to perform the work, and coordination with local utilities.

The primary objective for development work in 2022 would be to put in place the necessary infrastructure, facilities and improvements sufficient to establish interim operations. It would provide an initial functional base from which the Anchor Point Food Pantry could deliver its baseline food assistance program. Major work tasks would include:

1. Clear and grub site – clearing and grubbing would be accomplished as necessary to support the initial limits of construction
2. Construct gravel pad and access roads – a gravel pad would be constructed sufficient to accommodate vehicular circulation, parking and the placement of facilities on the site. The primary vehicular access roads to/from School Street would be constructed
3. Electric service – initial site electrical service from HEA would be installed
4. Gas service – the primary gas service from Enstar would be installed

5. Relocate and set structures – the existing structures owned by the APFP would be relocated from their current sites and set in place on the new site. The structures include a cold storage shed, a semi-trailer van previously repurposed as a warm storage facility and a 16' by 32' newly constructed general-purpose building.
6. Upgrade and energize structures – the relocated structures would be upgraded to meet applicable codes and standards and connected to gas and electric utility services
7. Site lighting – initial site lighting would be installed for year around safe and secure operations

Work for 2022 would be complete by the fall of 2022 and the APFP would be capable of sustainable year around operations from the site.

The primary objective for continued development work under this near-term phase in 2023 would be to add the additional facilities space, infrastructure and improvements necessary to incorporate a full service kitchen into operations on the site. This would provide the APFP the capability of expanding their food program to include warm meal service prepared on site. Major work tasks would include:

1. Water service – the transmission line extension from the Anchor Point Safe Water Company main and the primary water service into the site would be installed and extended initially to serve the expanded general purpose building
2. Waste water disposal system – a site waste water disposal system would be constructed and waste service extended to initially serve the general purpose building
3. Expand 16x32 general purpose building to 36x32 – the recently constructed 16' by 32' building would be expanded to 36' by 32'
4. Complete interior of 36x32 building – work to complete the 36' x 32' building, including all interior finishes, fixtures, equipment and mechanical and electrical systems would be accomplished
5. Install commercial grade kitchen in 36x32 building – a fully certified commercial grade kitchen would be installed and made ready for operation

At the completion of the near-term development phase the APFP would be delivering its core food service program year-round from the site and able to do so indefinitely. In addition, all baseline utilities infrastructure would be in place to support the next development phases.

Mid Term Development Phase

Mid term development is targeted to occur years 2024 and 2025. The overall objective for this phase is the construction of the permanent pantry facility and integrating it with the facilities established under the near-term phase.

In 2024, the shell for the new permanent pantry would be constructed. Major work tasks include:

1. Expand gravel pad – the existing gravel pad would be expanded to accommodate the permanent pantry facility and additional vehicular circulation and parking
2. Construct pantry shell – the permanent pantry facility shell would be constructed; linked to the 36' by 32' building. The permanent pantry would be configured to facilitate expansion in follow-on phases
3. Temporary heat and electric – temporary heat and electrical systems would be installed to maintain appropriate interim conditions within the pantry interior

Rough in for building subs systems (mechanical, heating, plumbing, fire protection and electrical) would be accomplished in coordination with the shell construction to readily accommodate full pantry buildout the following season. Temporary heating and electrical systems would be provided to preserve the facility and to enable selective beneficial use until full buildout is completed.

Completion of the permanent pantry and its integration with the other site facilities would be targeted for 2025. Major work tasks include:

1. Complete pantry interior – the pantry would be fully built-out
2. Relocate and repurpose structures – the 36' by 32' building with the commercial kitchen remains permanently linked with the pantry and becomes an integral part. Additional kitchen space will be developed within the pantry to increase food service capabilities. The balance of the 36' by 32' will be renovated and repurposed for other pantry functions. The semi-trailer warm storage van and the cold storage shed will be removed; possibly repositioned for other uses on site.
3. Finish site work – final work to finish out the site improvements will be completed. This will include final configuration of on-site vehicular circulation and pedestrian pathways, additional site lighting, various site appurtenances, final grading and drainage and final landscaping.

At the completion of the mid term development phase the permanent pantry facility would be in its complete and final configuration. The pantry would be capable of delivering its core mission; the full food program and warm meal service with sit down dining, as well as hosting special dinners and other events and programs as the opportunities arise. The APFP would also be able to support some community events and programs with the buildings and infrastructure in place.

Long Term Development Phase

The long-term development phase is envisioned to occur through years 2026-2030. The objective of this development phase is the construction of multi-purpose assembly space along with additional support spaces that would be compatible with and an extension of the permanent pantry facility. The objective of the expanded space is to provide the capability to host a variety of general public functions and activities. It would be undertaken with the involvement and support of the community and by or with other community partners. The following spaces would be included in the expansion:

1. Multi-purpose assembly space with a dedicated stage and/or exercise room.
2. Public restrooms and shower facilities
3. Multipurpose storage space
4. Office space for the APFP and partner organizations and possibly additional rental office space to provide some supporting revenue

The expanded space will likely take the form of a physical expansion of the base pantry facility, but could be a detached structure, strategically linked to the pantry facility. In addition to the expanded facility space, the long-term development phase would include an expansion of the on site parking areas, able to accommodate the traffic flow associated with the expanded space capacity, expansion of utility capacities to accommodate the increased load and expansion of the on-site waste water disposal system.

The construction of the expanded facilities in this long-term development phase would likely occur over multiple years. The multiple year development would strategically fit with the need for strategic planning with community partners, fund raising and financing efforts, business planing and the expansion of administrative, operations and maintenance capabilities. As with the mid term development phase strategies, it is likely an expansion of the building shell would be constructed one season, followed by build-out the following season. In this way, development would progress in step increments, and some level of selective functionality would be available after each step.

At the completion of the long-term development the facilities and infrastructure available on the developed site would enable the APFP to realize its full vision, to be a cornerstone organization the lower Kenai Peninsula community can depend on, serving the community's needs, and making a difference. The assets complete on site would be able to support and host a variety of community and general public functions and activities including sit-down dinners, trade shows, talent shows, musical events, etc.

Future Development

The Anchor Point Community has expressed aspirations for additional community assets including a community greenhouse, a fitness facility, and a community pool. There may be other assets the community would value and would make good use of. The Anchor Point Food Pantry, in line with its vision, has an interest in leveraging the infrastructure and facilities that results from its development activities to facilitate and host such other community opportunities. The site lends itself to hosting other facilities. The timing and nature of any future development would be based on careful planning and appropriate feasibility analysis. The Anchor Point Food Pantry would anticipate working closely with the Community and interested partner entities and organizations to realize such development.

Description of Proposed Facilities

Several buildings and site improvements will be constructed during the Near-, Mid-, and Long-Term Development Phases.

For interim operations during the Near-Term Phase, legacy structures owned by the APFP will be relocated to the site, upgraded and placed into operation. These facilities will enable the APFP to begin to deliver their core mission services. These legacy facilities include:

1. A cold storage shed, nominal 8x12. This facility will be provided with electrical service for general purpose power and lighting but will remain unheated and serve as dry goods and non-perishables cold storage.
2. A converted semi-van trailer, nominal 8x40. This facility has been repurposed in the past to serve as a storage and workspace. It has a basic electrical system and heating system. This facility will be provided with electrical service and gas service. It will serve as shelf stable dry goods warm storage.
3. A recently constructed 16x32 wood framed single-story general-purpose building. This facility will be expanded to 32x36 and finished on the interior. It will be complete with electrical, mechanical and plumbing systems. It will be provided with electrical, gas, water and wastewater services. It will serve as a receiving hall to distribute food packages and takeout warm meal

service. It will include a commercial grade kitchen and related support spaces. It is planned to contain a single unisex handicap toilet.

During the Mid Term Development Phase, the permanent pantry facility will be constructed. This will be a nominal 50x80, 4000 square foot single story building. It will be of wood frame or light steel construction with sloping roof and a nominal height to underside of roof structure of 16-18'. It will have a durable low maintenance exterior siding and finish, with appropriate treatment to create a quality appearance, compatible with the surrounding environment, expressive of its function and welcoming in nature.

The permanent pantry facility will house a number of spaces and functions. It will be linked with and work in conjunction with the 36' by 32' building completed in the near-term phase. A preliminary Program of Requirements defining the spaces, functions, sizes, and characteristics may be found in the Appendices. Key spaces include a Dining Hall for sit down meals; commercial grade kitchen; dry goods, perishables and frozen foods storage; public restrooms (ADA compliant); a main work bay for receiving and processing bulk food products and preparing food distribution packages; and related support spaces.

Once the permanent pantry facility is complete and integrated with the 36' by 32' building, the two remaining legacy structures will be removed or relocated and repurposed.

In the Long-Term Development Phase, should the community favor and support it, the larger companion facility to the permanent pantry will be constructed. This facility will be nominally 6000 -7000 square feet. It will be compatible in scale to the permanent pantry and of similar construction, character and quality.

If brought to completion, this facility will house a large multi-use assembly space with a stage and/or exercise room; public restrooms and showers (ADA compliant), and a number of flexible office and storage spaces. This facility may be an expansion of the permanent pantry, or a detached but linked facility. It will present a complementary yet independent look from the permanent pantry to differentiate its function and access.

In addition to the facilities, various site improvements will be constructed. The most visually apparent will be pedestrian and vehicular driveways and pathways; parking areas; site lighting and a playground. All will be easily identifiable, clearly marked and arranged for safety and to manage movement on site.

Development Standards

The new permanent facilities developed on site and the associated site improvements will be accomplished in accordance with applicable codes and standards, of commercial/institutional quality and designed for a sustainable long-term life.

Specific codes, standards, procedures and best practices that will guide the development include:

1. All of the Pantry facilities will be classified non-residential
2. The State will be the controlling entity; there has been no deferral of building code standards to local governments in this location.

3. The following codes shall apply in accordance with State requirements and as amended by the State
 - a. IBC – International Building Code
 - b. IFC – International Fire Code
 - c. IMC – International Mechanical Code
 - d. NEC – National Electrical Code
 - e. UPC – Uniform Plumbing Code
 - f. ADA – Americans with Disability Act
 - g. AFC – Alaska Food Code
4. Plans and specifications shall be prepared by licensed architects and engineers in accordance with State requirements.
5. Plan review will be accomplished by The State Department of Public Safety and the Authority Having Jurisdiction (AHJ) will be the State Fire Marshall.
6. The State Department of Environmental Conservation administers water and wastewater standards. DEC performs plan reviews and issues construction and operating permits for water supply systems and wastewater disposal systems. The water and wastewater systems shall be designed and constructed in accordance with DEC requirements.
7. In addition, the Anchor Point Safe Water Company has adopted water utility specific standards, modeled after the City of Soldotna Department of Public Works Standards. These Standards shall be followed in the design and construction of the branch water main and site water service.
8. The Department of Environmental Conservation administers Food Safety standards. DEC performs plan reviews and issues construction and operating permits for food handling facilities. The Pantry commercial kitchen shall be designed, constructed and certified in accordance with DEC requirements.
9. Enstar Natural Gas Company requires compliance with utility specific requirements and standards and shall be complied with.
10. Homer Electric Association requires compliance with utility specific requirements and standards and shall be complied with.

In addition, as stated previously under the Development Strategy, new facilities will be developed with respect to the following strategic guidelines:

1. All facilities and site improvements will be designed to reflect the culture and values of the community, to be inviting, and something the community will be proud of.
2. The APFP will be a good neighbor, mindful of the local setting and surroundings. The new facilities, site improvements and operations will be developed to work well with the neighborhood and to mitigate any local concerns.
3. The APFP will be a good steward of the land, cognizant of the Borough's ownership and respectful of the natural environment.
4. The new facilities will be designed to be economical to construct and operate. The new facilities will be designed to meet and exceed current energy efficiency standards and incorporate renewable energy and sustainability features to the extent feasible. The LEED (Leadership in Energy and Environmental Design) program will be used as a guideline.

Facilities Operations and Maintenance

Operations and maintenance costs will ultimately be a major component of the overall development's life cycle cost. A successful Operations and Maintenance program will help ensure facilities remain cost effective, fully functional, reliable and sustainable throughout their life.

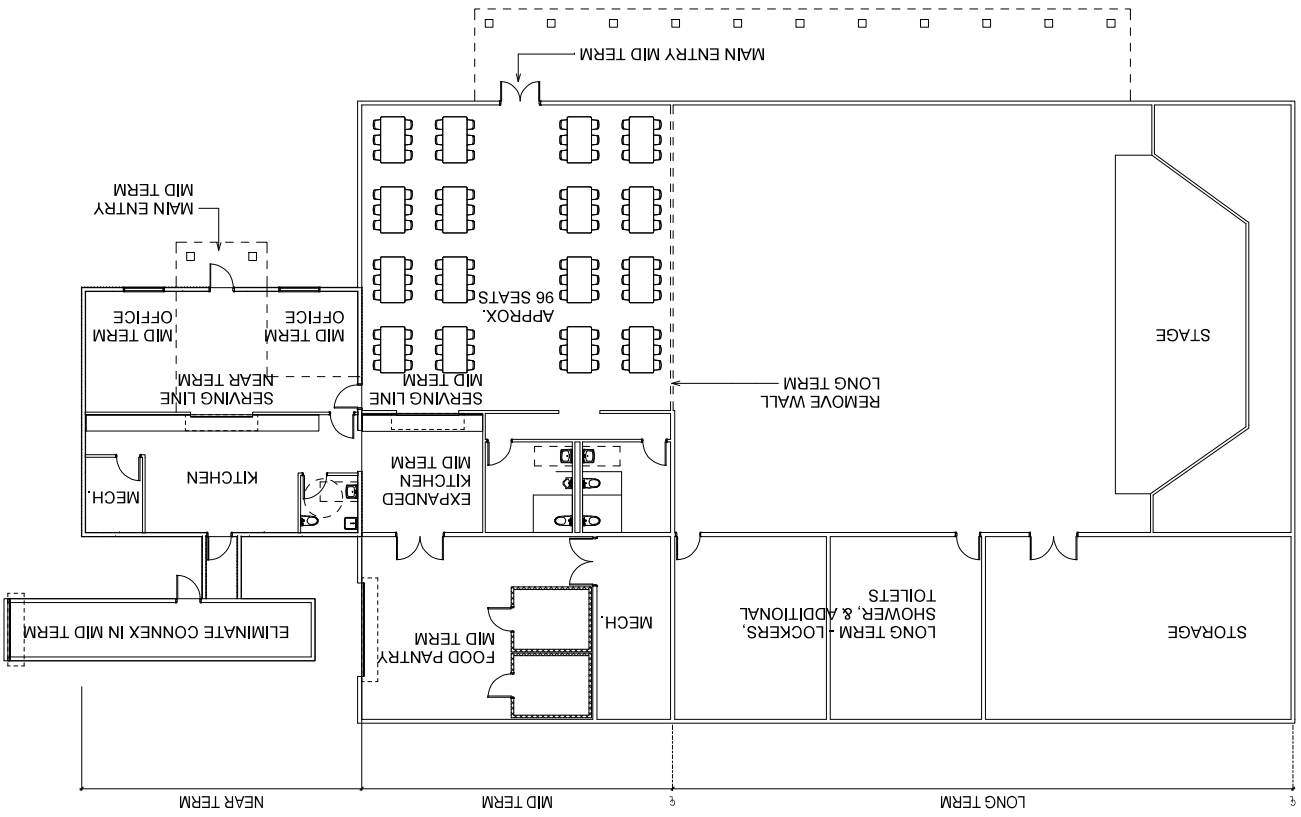
As each phase of development is completed, detailed operations and maintenance data and documents will be prepared to support operations and maintenance activities. Training will be arranged for the APFP staff who will take responsibility for and lend support for the facilities on-going operations and maintenance. A robust proactive operations and maintenance program will be established and will become a core, budgeted component of the APFP operating plan.

Management, Administration and Operations

The site and facilities will be managed, administered and operated by the APFP organization. Ultimately, the APFP Board of Directors hold the authority and responsibility. Initially, management and operations will mirror that currently performed by the APFP; it will simply be a new location for what has been a successful operation with a strong track record. The organization's all volunteer management and staff will carry on in the roles and responsibilities they have reliably and successfully accomplished for many years.

As new facilities are developed and activities grow, the APFP will expand the volunteer staff support and put in place the administrative tools to continue to ensure stable, efficient and responsive operations. A dedicated site manager position will be established and staffed, providing single point of contact, oversight and management. Possibly a full-time site manager may be considered, with suitable onsite accommodations integrated with the pantry facility.

The APFP anticipates building a team consisting of part-time paid staff and a network of volunteers, hired contractors, service personnel and on call community resources to assure a reliable, responsive and sustainable operations is achieved.



LEVEL 1
1/8" = 1'-0"

ANCHOR POINT FOOD PANTRY

ANCHOR POINT, ALASKA

PRELIMINARY

NOT FOR CONSTRUCTION

ARCHITECTS ALASKA

191 E. 1st Avenue, Suite 203
Anchorage, Alaska 99501-2039
907.272.5667 907.277.1132 fax
www.anchorpointalaska.com

100 W. 1st Avenue, Suite 203
Anchorage, Alaska 99501-2039
907.272.5667 907.277.1132 fax
www.anchorpointalaska.com

Revisions

No.	Description	Date

Drawn by

Checked

Job No.

Author

Date

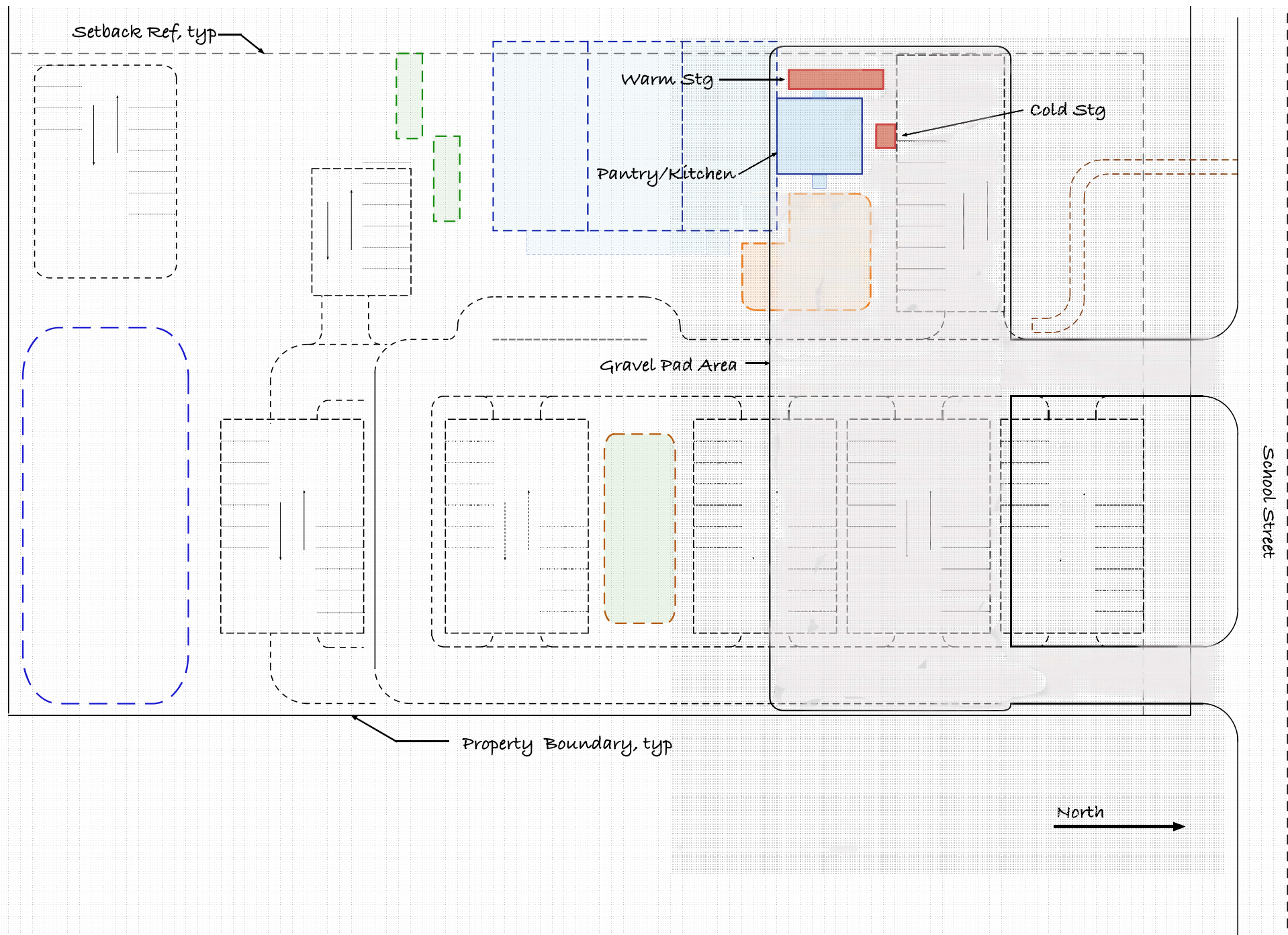
Sheet Contents

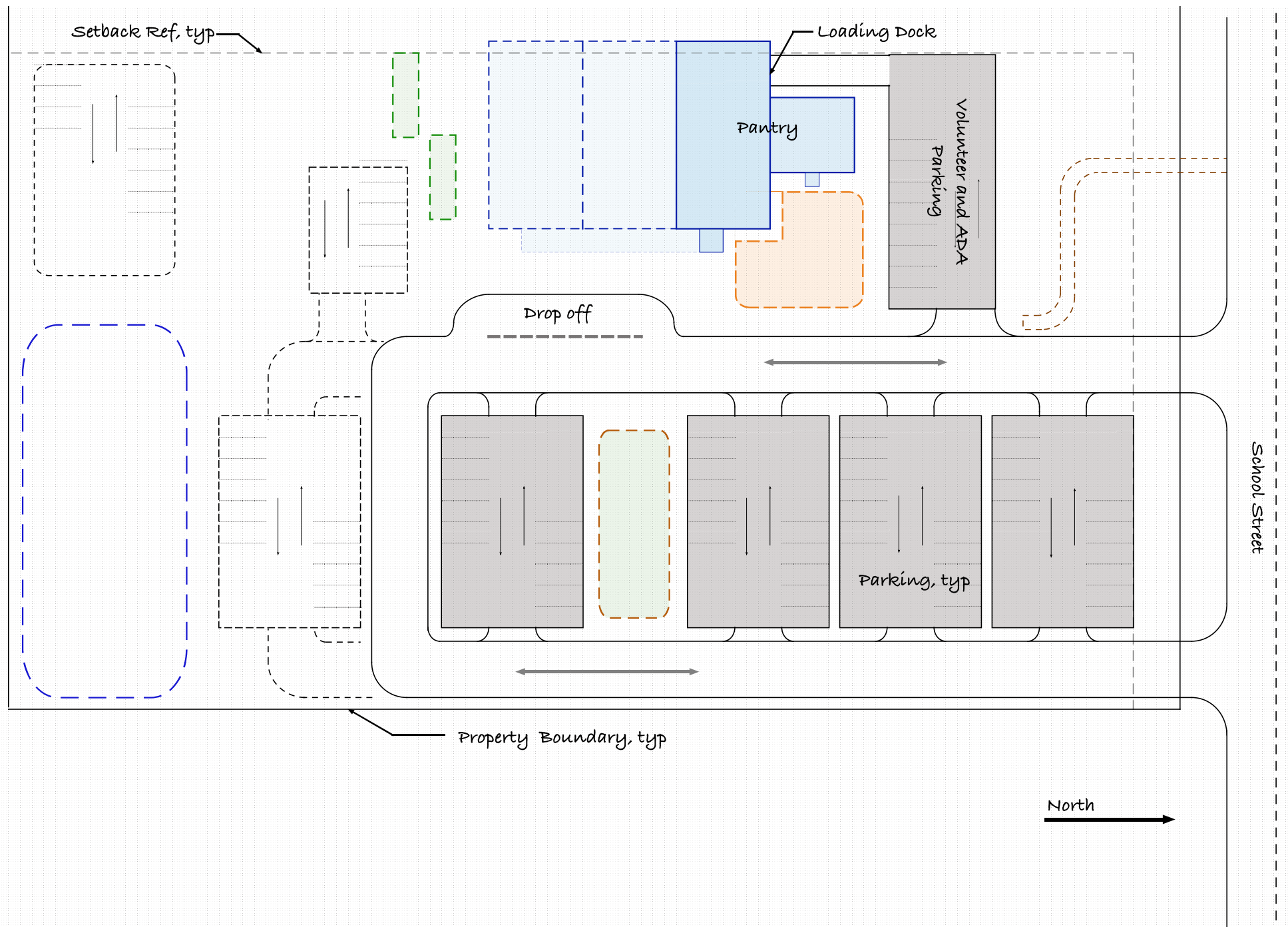
FLOOR PLAN

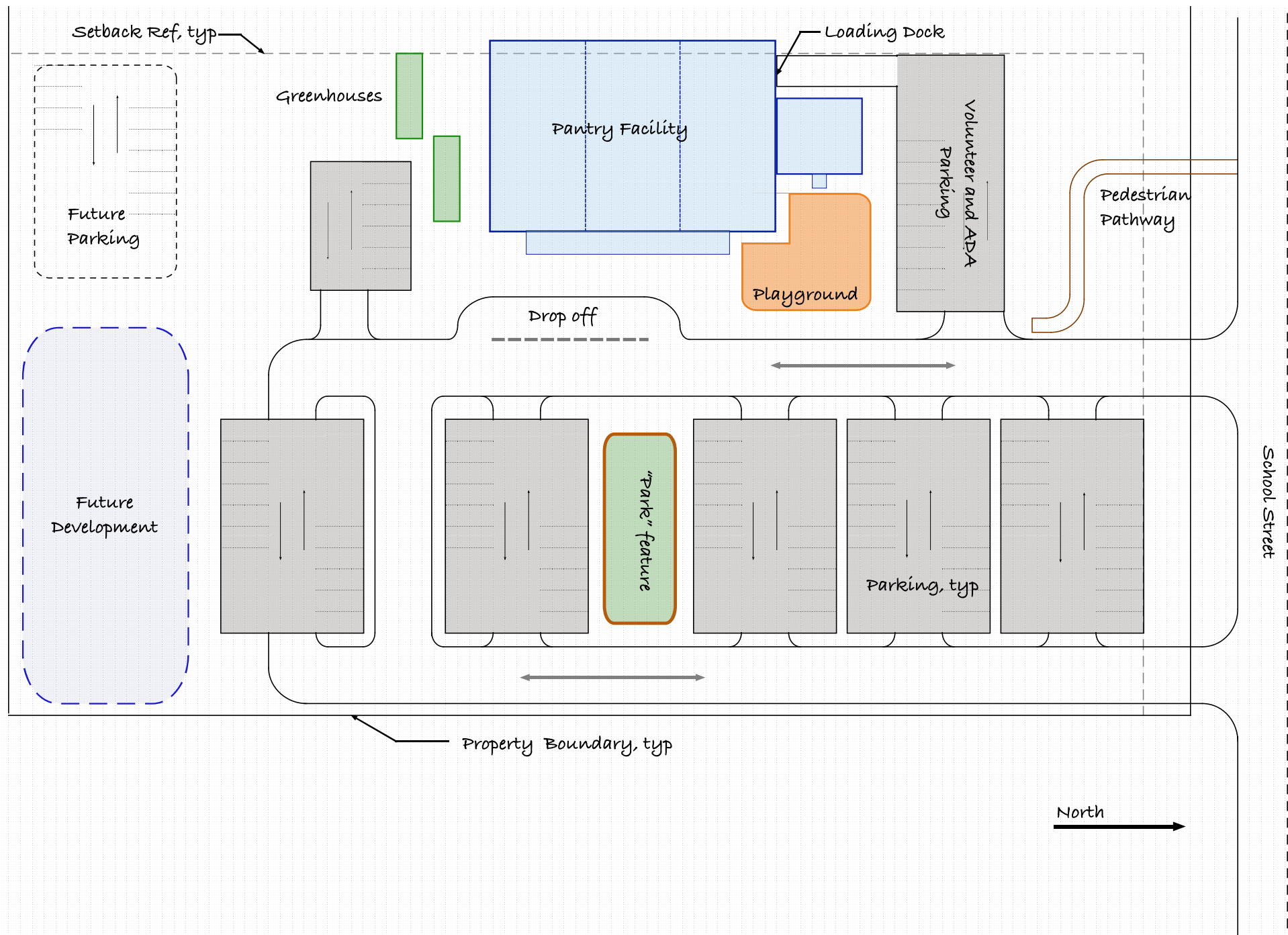
Sheet No.

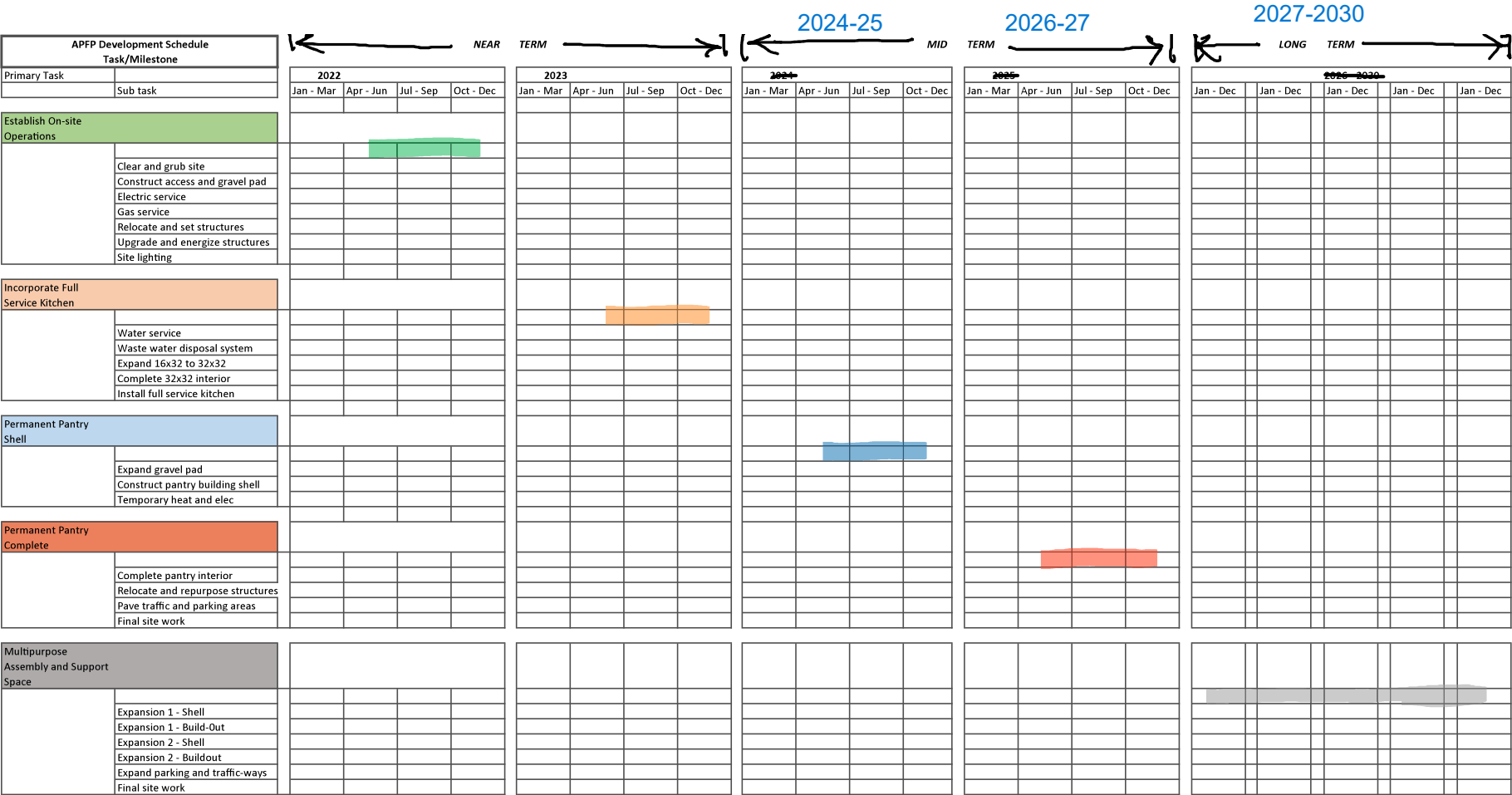
A101

E6-37









The Anchor Point Food Pantry Story

The Anchor Point Food Pantry is a local community non-profit volunteer organization based in Anchor Point. The Pantry serves the rural areas of the lower Kenai Peninsula from Ninilchik south; including Happy Valley, Anchor Point, Nikolaevsk and some residents of Homer that are unable to make it to the Homer Pantry during their normal hours of operation. The Pantry was established in 2006 and continues today with its mission of outreach and support for members of the community, working to spread awareness and make a difference in residents' lives.

"We are a food pantry with a mission to serve the hungry with empathy, respect and honesty. To be effective, we believe we must exercise the attitude of kindness and cheerfulness, not that of duty." - mission statement. The core program the organization offers is that of a food pantry, providing weekly distribution of shelf stable food products and a warm meal to those experiencing hunger and food insecurity. In addition to the core food program, the Anchor Point Food Pantry currently supports the community with a number of special programs as well;

- Salvation Army Commodities program
- Holiday boxes and dinners
- Summer produce
- Children's Kids Day
- Home deliveries
- Homeless outreach and Cheeky Moose vouchers

The Anchor point Food Pantry has been registered as a business in the state of Alaska since 2012 and became a 501(c)(3) organization in 2016. It is classified by the Internal Revenue Service as a tax-exempt nonprofit organization. The Pantry is governed by a diverse Board of Directors; whose members include Alaska Natives, a Veteran, Seniors and Disabled. Presently all seven members, along with the President are women. The Pantry is a volunteer organization and is currently supported by 22 volunteers, many of whom are regularly engaged. And historically, the Pantry has been, and continues to be, supported by a broad spectrum of donors and supporting organizations within the community. They include the Kenai Peninsula Food Bank in Soldotna, the Homer Pantry, the Homer Foundation, 100 Women Who Care, the Rasmuson Foundation, Hillcorp, a number of local businesses and a host of individual contributors. Since its founding in 2006, the Pantry has seen an ever increasing demand for its core food program. After a brief period operating from founder and social worker Donna Silsbee-Dennis's home it was clear the Pantry needed more space. The Church of the Nazarene in Anchor Point agreed to support the Pantry and store food donations. The pantry worked with the Church of the Nazarene until 2012, by which time it had grown to need a larger facility. The Pantry was able to find new space with the Great Land Worship Center. The church provided a room for food storage, space for sit down meals and full kitchen facilities, all within their recently renovated fellowship hall. The Pantry operated from the Great Land Worship Center until 2020, when once again, it had outgrown the available space; spurred by the Covid 19 pandemic conditions. Since that time the Pantry has strived to maintain its much needed programs, operating from temporary facilities and sites.

It became clear the Pantry needed a permanent place, a home. Given the historic need, the growing demand and the challenge of securing suitable space, the Pantry began the search for a permanent solution. The Pantry was looking for a home that would allow them to continue to help meet the community's needs. And while the Pantry was founded in response to a recognized need to address food insecurity, it goes beyond that. As stated by President Martin, "To feed the hungry, yes, but not to let it end there.". And as Past-President Teece Scovell observed at the time, "The community is beginning to come together, and we're acting like a cohesive unit. We're becoming something that people can depend upon, which is what we want. We're there to help make a difference, and to serve the community.". Through outreach and dialogue with members of the community, the Pantry has recognized there is a need, a desire and a demand for not only the valued food program, but for a number of additional programs along with the infrastructure to facilitate those programs. The expressed needs include:

- Community accessible greenhouses.
- A community playground where the parents can bring their kids and feel their kids are safe.
- A space homeschoolers may use for their academic and gym activities.
- A venue for community garage sales and perhaps a place to shop for secondhand furniture and appliances.

After much consideration, the Anchor Point Food Pantry believes the Borough land now available for lease offers the best opportunity. It best enables the Pantry to continue its important mission, the core food program, for the community. It also allows the Pantry the ability to facilitate additional programs valued by the community; its broader vision; to make a difference and to serve the community.

To summarize, the Anchor Point Food Pantry needs the Borough land for the following reasons;

- The Pantry has a mission that provides a much needed service in the community. It has a broader vision to facilitate a host of additional programs the community has expressed a strong need for.
- To reliably and sustainably carry out its mission, the Pantry needs a facility with the appropriate infrastructure. To achieve its vision, the Pantry needs a location within which growth can occur.
- The 3.5 acre property made available for lease by the Kenai Peninsula Borough would provide a suitable location for the Pantry to construct a permanent facility and the associated infrastructure to continue its mission and to leverage growth to achieve its vision in support of the community.
- There are no suitable facilities available in Anchor Point for long term lease. While other commercial property may be available, the lease with the Borough offers a significant financial advantage.
- The Borough property is centrally located within the community and offers ready access to community users. Adjacent vehicular traffic ways are well developed and utility services are readily available. It is an ideal location.

And The Anchor Point Food Pantry believes it would be a good choice by the Borough to lease the subject land parcel because;

- The Pantry provides a much needed service in the community, and to continue to do so sustainably, it needs a suitable site for a permanent facility. This property provides that key piece.
- The Pantry, once developed, provides a much needed venue for other general public functions and activities (meeting space, community dining/kitchen, etc).
- The Pantry facility and associated infrastructure, can help leverage additional development with community support, to meet a host of additional needs expressed by the community (community center, event space, activity space, community greenhouse, playground, etc).
- The Pantry has the demonstrated experience and track record of having the ability to organize, fund, manage and operate facilities that support community activities and deliver community services.
- The Pantry has long standing relationships with other organizations and community groups and the ability to partner with them for the benefit of the community.
- The Pantry will be good neighbor and good steward of the land.
- The Pantry's mission and vision are solely to serve the community, to make a difference.

The Anchor Point Food Pantry sees this as a win-win opportunity. With a lease made available by the Borough, the Pantry can sustainably deliver its mission and aspire to realize its vision; delivering for the community much valued services, facilities and opportunities. Ultimately the community will benefit from the development the Pantry has planned. "Our plan would be perfect for the expressed needs of the community. The pantry and community desire a greenhouse. We plan on having greenhouses. The community needs a place to assist them with keeping the kids busy. We plan on having a playground and children's activities. The homeschoolers are interested in utilizing such a place for some of their programs. The community needs a place to buy secondhand furniture and appliances, which we can support. And the community needs a space for events larger than what exists now. We will have the space available to lease for private events. The plan is to have it available for community events requesting a minimal fee to cover costs." Melissa Martin; President

The Anchor Point Food Pantry business plan for the KPB (leased) land.

Historically the Pantry has operated by using a traditional funding model for non-profit charitable organizations. We have relied on grants and donations from a diverse group of contributors including foundations, corporations, businesses, and individuals. And we have pursued government support.

We have traditionally supplemented the grants and donations with fund raising efforts including raffles, yard sales, community events, etc. And of course, we have relied heavily on volunteer support, since the Pantry is an all-volunteer organization.

From time to time we have received in-kind support from local businesses ranging from surplus fish and produce donations from local entrepreneurs for distribution, to some construction and maintenance work by local contractors.

Over the years of operation of the Pantry, the budget, and associated funding has grown from under \$10,000 to over \$50,000 a year, increasing steadily over the years.

More specifically, our business plan will be a continuation of what we are already doing - FY 2021-22

1. **Asking the experts** - the Foraker Group; Greg Meyer of Kenai Peninsula Food Bank (30 years experience); Mike Miller of Homer Foundation (25 yrs.); Food Bank of Alaska; The Foraker Group; Rasmuson; our Laurie Rudy, treas., grant writer of 25 yrs.; Steve Theno, retired engineer (building plans; quality advice and volunteered service)
2. **Grant writing** with expert guidance (We acquired \$39,000 in 2021)
3. **Seeking Corporate funders** with expert guidance (\$3,500 for the holidays in 2021)
4. **Fundraising plans:** 2 mail campaigns; Line Dance at Chapman; Garage sales; Raffle; Pick.Click.Give; Online fundraisers. (last year we received \$2100 from the local community. The fundraiser was put on by a local business.)
5. **Donors:** (We acquired \$22,000 in 2021)

This year we have already started grant writing. We are hindered on who and how much we can ask because we don't have land.

We are having meetings with the food coalition, legislators, and the Foraker Group to network, to make our situation known, and to gather ideas and suggestions.

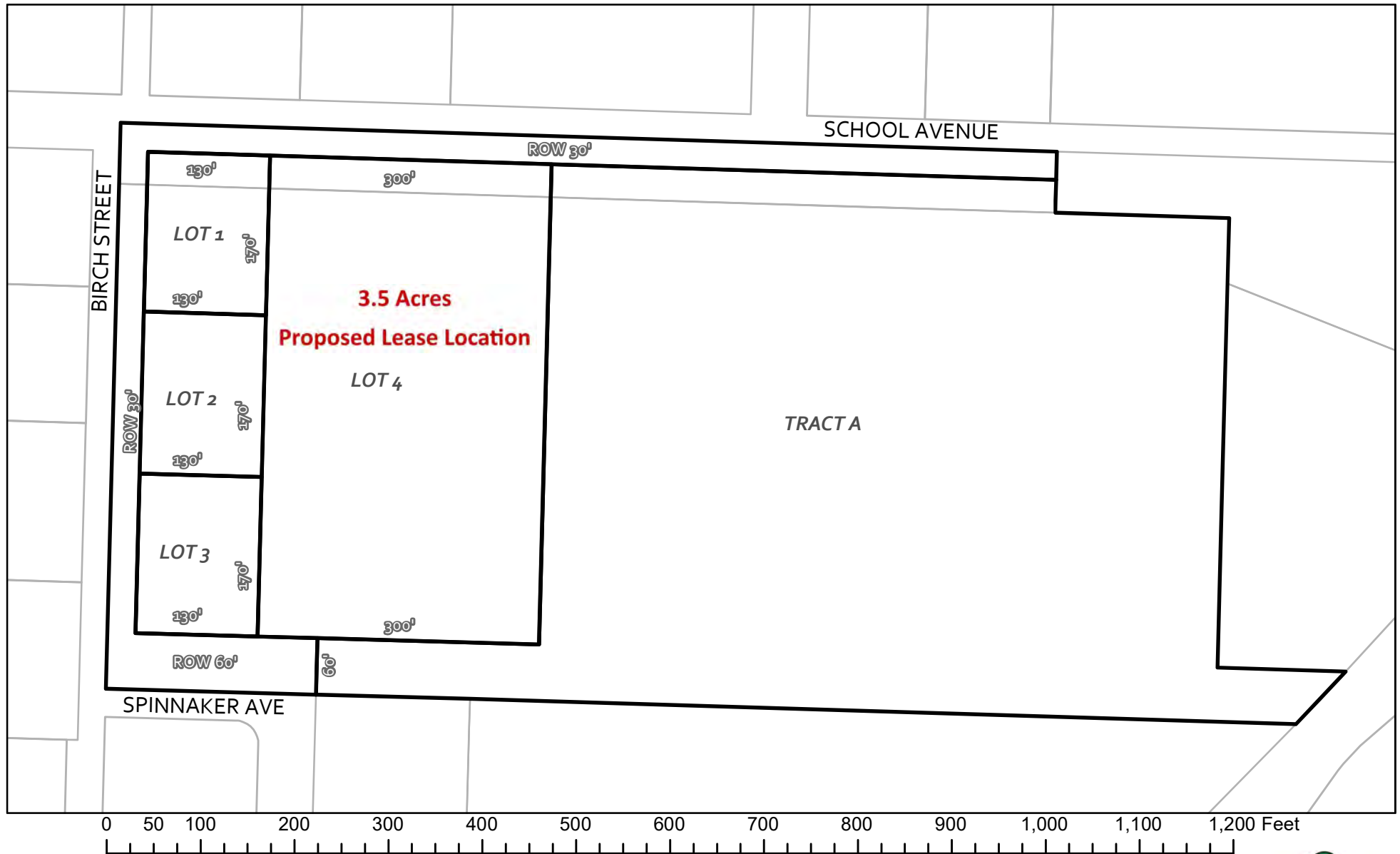
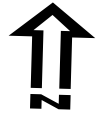
Going forward with the planned permanent pantry development, we anticipate: Continuing with our traditional funding program. This funding stream would be primarily dedicated to the on-going day to day operations necessary to carry out the Pantry mission. Increased goals would be set, and fundraising efforts elevated to match the operational costs of the new facility (or facilities) as they are brought on-line.

Support from the community at large and community partners is both needed and anticipated; and has historically been realized.

We plan on implementing targeted requests and special fundraising campaigns designed to secure one-time funds specifically earmarked for the construction of the pantry facilities and infrastructure on the proposed property. This will be a major effort. It will be linked with the phased development of the site. We anticipate this fundraising effort to focus heavily on grants, corporate and business donations, and on in-kind services from local and regional contractors, subcontractors and design professionals.

As the new facilities move from construction to operational status, we will begin to implement new revenue streams from the facilities themselves; including renting to private parties for events; charging usage fees to the general public for their special events; perhaps some rental income, etc. All the while keeping in mind the community that helped and supported us. We intend to keep costs to a minimum, if any, for community events. These new revenue streams will help with the day to days costs of ongoing operations, and the operations and maintenance of the facilities themselves.

EXHIBIT A
PLAN OF SURVEY
"COMMON GROUND SUBDIVISION"

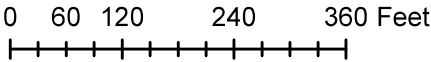
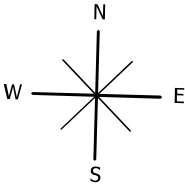


LOCATED WITHIN THE S_{1/2} NE_{1/4} SECTION 4, T₅S, R₁₅W, S.M.
ANCHOR POINT, ALASKA (TAX PARCELS 16905067 & 16905071)

E6-45



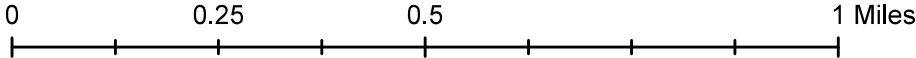
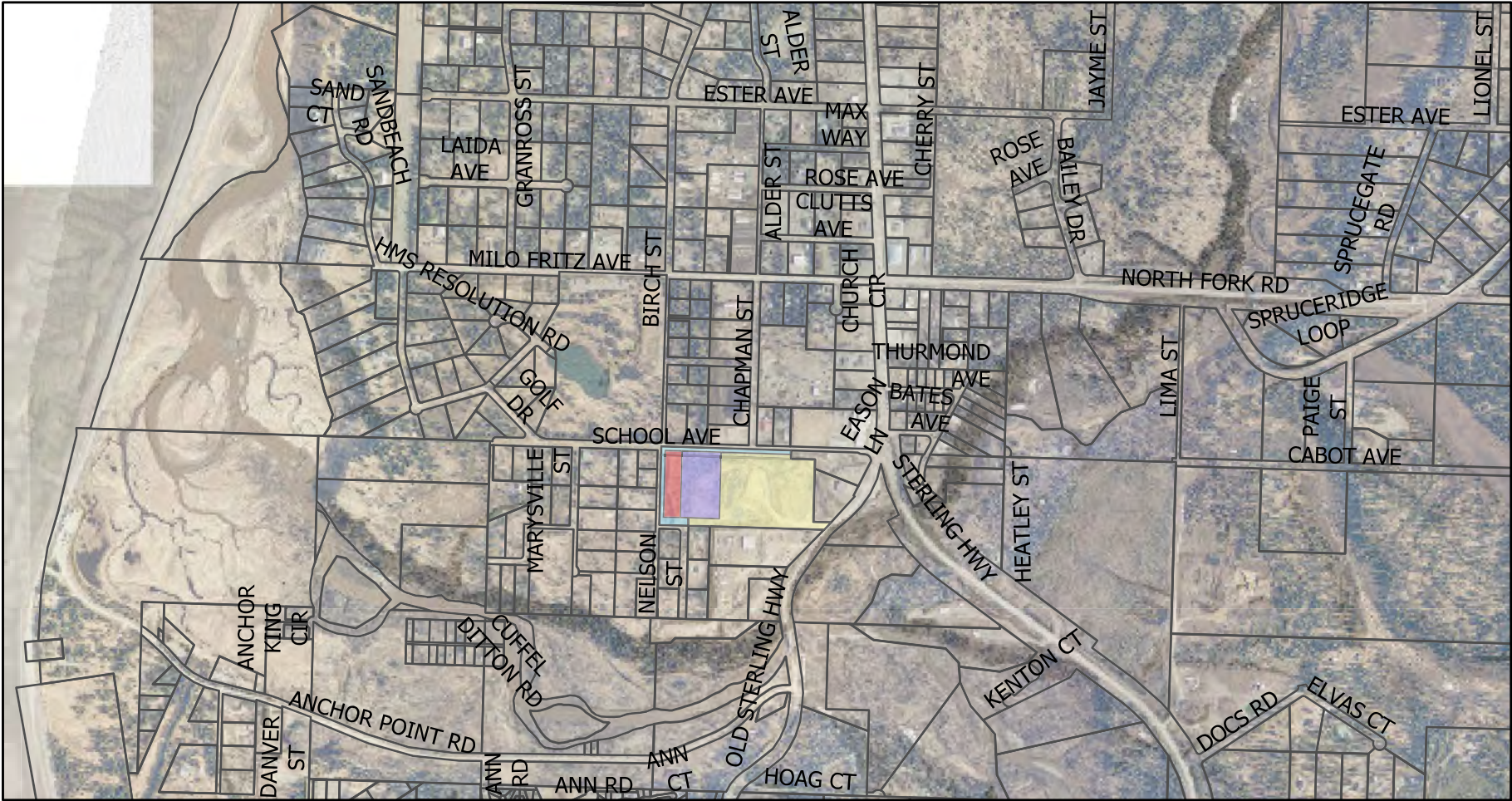
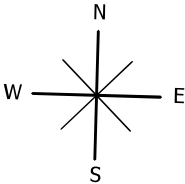
Land Classification Plan
16.2 Acres in Anchor Point, Alaska
Kenai Peninsula Borough Land Management Division



Land Classification Vicinity Map

Anchor Point, Alaska

Kenai Peninsula Borough Land Management Division



- Classification Plan**
- Right of Way (Utility/Transportation)
 - Waste Handling
 - Residential
 - Institutional