

Kenai Peninsula Borough

144 North Binkley Street

Soldotna, AK 99669



Meeting Agenda

Tuesday, August 4, 2020

6:00 PM

**The meeting will be held through Zoom - Meeting ID: 128 871 931, from
the Betty J. Glick Assembly Chambers**

Assembly

Kelly Cooper, President

Hal Smalley, Vice President

Norm Blakeley

Jesse Bjorkman

Kenn Carpenter

Tyson Cox

Willy Dunne

Brent Hibbert

Brent Johnson



Assembly Meeting Schedule

TUESDAY, AUGUST 4, 2020

- 2:15 PM** **Finance Committee**
- 3:45 PM** **Lands Committee**
- 4:15 PM** **Policies and Procedures Committee**
- 6:00 PM** **Regular Assembly Meeting**

Above listed meetings will be held in:

Zoom Meeting ID: 128 871 931
From the Betty J. Glick Assembly Chambers



Finance Committee

August 4, 2020

2:15 PM

The meeting will be held through
Zoom Meeting ID: 128 871 931
From the Betty J. Glick Assembly Chambers

Brent Hibbert, Chair

Tyson Cox, Vice Chair

Brent Johnson

AGENDA

PUBLIC HEARINGS ON ORDINANCES

1. Ordinance 2019-19-43: To Record FY2020 Expenditures Paid by the State of Alaska Department of Administration, Division of Retirement and Benefits on Behalf of the Kenai Peninsula Borough Towards the Borough's Unfunded PERS Liability (Mayor) 13
2. Ordinance 2020-19-01: Appropriating Refinanced 2010 General Obligation School Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) 19

NEW BUSINESS

1. Resolutions
 - *a. Resolution 2020-050: Accepting \$160,000 from the State of Alaska Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management for Emergency Management Operations (Mayor) 57
 - *b. Resolution 2020-051: Approving a Sole Source Award to Eagleview™ for the Purchase and Implementation of Pictometry Oblique Imagery (Mayor) 63
 - *c. Resolution 2020-052: Providing Authorization for Sole Source Procurement to Enter into a Three Year Software Licensing and Services Agreement with Environmental Systems Research Institute, Inc. (Mayor) 66
 - *d. Resolution 2020-053: Authorizing the Central Peninsula Landfill's Sole Source Procurement of a Replacement Transmission for the Volvo L150G Loader (Mayor) 80

2. Ordinances for Introduction

- *a. Ordinance 2020-19-02: Appropriating Funds to Pay Fees Associated with Collection of Remote Sales Tax (Mayor) (Hearing on 09/01/20) 129
- *b. Ordinance 2020-19-03: Appropriating Funds from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Homer Medical Clinic Roof Replacement (Mayor) (Hearing on 09/01/20) 132
- *c. Ordinance 2020-35: Authorizing the Assessor to Accept One Late Filed Senior Citizen Exemption Application for 2020 Filed After March 31 and Providing an Exception to KPB 5.12.040(B) (Mayor) (Hearing on 09/01/20) 135

3. Other

- *a. Approving a Letter of Non-Objection to the Issuance of the New Liquor License and Restaurant Designation Permit as Requested by Small Town Coffee Roasters, License No. 5919 153

*Consent Agenda Items



Lands Committee

August 4, 2020

3:45 PM

The meeting will be held through
Zoom Meeting ID: 128 871 931
From the Betty J. Glick Assembly Chambers

Brent Johnson, Chair

Kenn Carpenter, Vice Chair

Norm Blakeley

AGENDA

PUBLIC HEARINGS ON ORDINANCES

3. Ordinance 2020-34: Authorizing a Negotiated Sale of Tract E, Alaska State Land Survey 2003-5, Plat No. 2006-21, Seward Recording District to Jerry and Cheryle James at Fair Market Value (Mayor) 22

NEW BUSINESS

1. Resolutions
 - *e. Resolution 2020-054: Authorizing the Borough, on Behalf of the South Kenai Peninsula Hospital Service Area, to Enter into a Long-Term Lease Agreement for a Professional Office Building at 4251 Bartlett Street, Homer, Alaska (Mayor) 83
 - *f. Resolution 2020-055: Authorizing the Sublease of Real Property Located at 72470 Clutts Avenue in Anchor Point for a Maintenance and Storage Facility for the Anchor Point Fire and Emergency Medical Service Area (Mayor) 117

3. Other
 - *b. Petition to Vacate Utility Easement:
 - 10-foot Utility Easement Adjoining the South Boundary of Lot 1, Excluding 10 Feet Adjoining Owen Road Right of Way
 - 10-foot Utility Easement Adjoining the East Boundary of Lot 10, Excluding the 10 Feet Adjoining Cowen Road Right of Way
 - 10-foot Utility Easement Adjoining the East and North Boundary of Lot 11, Excluding the 10 feet Adjoining Owen Road Right of Way, located within Cowan-McFarland Subdivision No. 3 (Plat KN8.-227), Utility

Easements Granted by Cowan McFarland Subdivision No 1 (Plat KN 1660) and Cowan-McFarland Subdivision No. 3 (Plat KN 83-227); Within Section 22, Township 5 North, Range 9 West, Seward Meridian, Alaska, Within the Kenai Peninsula Borough. KPB File 2020-053V. 173

[Clerk's Note: The Planning Commission approved the above referenced petition to vacate at its July 13, 2020 meeting by unanimous vote.]

*Consent Agenda Items



Policies and Procedures Committee

August 4, 2020

4:15 PM

The meeting will be held through
Zoom Meeting ID: 128 871 931
From the Betty J. Glick Assembly Chambers

Willy Dunne, Chair

Hal Smalley, Vice Chair

Kenn Carpenter

AGENDA

PUBLIC HEARINGS ON ORDINANCES

- 4. Ordinance 2020-32: Amending KPB 1.24, General Penalty, KPB 12.04, Parking Regulations, and KPB 14.40 Right of Way Permits to Replace Civil Fines with Citations to Improve Enforcement and be Consistent with Other Recent Code Updates (Mayor) 50

NEW BUSINESS

- 2. Ordinances for Introduction
 - *d. Ordinance 2020-36: Amending KPB 20.70 Vacation Requirements and KPB 21.20 Hearings and Appeals to Improve Vacation and Hearing Officer Appeal Procedures (Mayor) (Hearing on 09/01/20) 140
- 3. Other
 - *c. Approval of the Proposition Summary to be Included in the Voter Pamphlet for Proposition No. 1 – Expanding the Anchor Point Fire and Emergency Medical Service Area Boundaries to Include the Ninilchik Area and Creating the Western Emergency Service Area 187
 - *d. Confirming Appointments to the Kenai Peninsula Borough Planning Commission (Mayor) (Referred to Policies and Procedures Committee) 191

<u>Appointment</u>	<u>Board Seat</u>	<u>Term Expires</u>
Cindy Ecklund	Seward City	July 31, 2023
Lou Oliva	Northwest Borough	July 31, 2023

MAYOR’S REPORT..... 203

1. Assembly Requests/Responses – None.

2. Agreements and Contracts

 a. Authorization to Award a Contract for ITB20-028 Roosevelt Circle (W6ROC) to Foster Construction, Inc., Soldotna, Alaska 204

 b. Authorization to Award a Contract for ITB20-027 Basargin Road (S8BSG) to East Road Services, Inc., Homer, Alaska..... 206

 c. Authorization to Award a Contract for RFP20-013 Flood Hazard Analyses Seward Mapped Flood Data Area to AWR Engineering, LLC. 208

 d. Authorization to Award a Contract for ITB20-032 Redoubt Elementary School Roof Replacement to Orion Construction, Inc., Wasilla, Alaska. 209

 e. Comtech Solacom Technologies – Guardian 911 Call Management, Under the Government General Services Administration (GSA) H-GAC Contract #20-00504..... 211

 f. Authorization to Award a Contract for ITB20-033 Homer Solid Waste Facility Phase 2 Landfill Closure to Qayaq Construction, Anchorage, Alaska. 213

 g. Sole Source Purchasing Request for Medical Patient Simulator Package from iSimulate USA..... 215

 h. Authorization to Award a Contract for RFP20-018 South Peninsula Hospital and Homer Medical Center Roof Professional Designs Services to K+A Design Studios, Kenai, Alaska 221

3. Other

 a. Budget Revisions – June 2020 223

b. Revenue – Expenditure Report – June 2020 226

c. FY20-4Q Economic Development Grant Reports 229

d. FY20-4Q Senior Center Grant Reports 244

e. Kenai Peninsula College FY20 Program Narrative Report 266

f. Litigation Status Report – Quarter Ending 06/30/20..... 280

*Consent Agenda Items



Assembly Agenda

August 4, 2020 - 6:00 PM

Regular Meeting

The meeting will be held through
Zoom Meeting ID: 128 871 931
From the Betty J. Glick Assembly Chambers

Kelly Cooper
Assembly President
Seat 8 – Homer
Term Expires 2020

Harold "Hal" Smalley
Assembly Vice
President
Seat 2 - Kenai
Term Expires 2020

Jesse Bjorkman
Assembly Member
Seat 3 - Nikiski
Term Expires 2022

Norm Blakeley
Assembly Member
Seat 5-Sterling/Funny
River
Term Expires 2020

Kenn Carpenter
Assembly Member
Seat 6 – East Peninsula
Term Expires 2021

Tyson Cox
Assembly Member
Seat 4 - Soldotna
Term Expires 2022

Willy Dunne
Assembly Member
Seat 9 - South
Peninsula
Term Expires 2021

Brent Johnson
Assembly Member
Seat 7 – Central
Term Expires 2022

Brent Hibbert
Assembly Member
Seat 1 – Kalifornsky
Term Expires 2021

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

Any invocation that may be offered at the beginning of the assembly meeting shall be a voluntary offering of a private person, to and for the benefit of the assembly. No member of the community is required to attend or participate in the invocation.

[Clerk's Note: The invocation will be offered by Brenda Crim.]

ROLL CALL

COMMITTEE REPORTS

APPROVAL OF AGENDA AND CONSENT AGENDA

(Action items listed with an asterisk (*) are considered to be routine and non-controversial by the Assembly and will be approved by one motion. Public testimony will be taken. There will be no separate discussion of these items unless an Assembly Member so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.)

ACTION ITEMS CURRENTLY ON CONSENT AGENDA

Resolution 2020-050
Resolution 2020-051
Resolution 2020-052
Resolution 2020-053
Resolution 2020-054
Resolution 2020-055
Ordinance 2020-19-02
Ordinance 2020-19-03
Ordinance 2020-35
Ordinance 2020-36
Small Town Coffee Roasters Liquor License
Petition to Vacate – Utility Easements
Proposition Summary 1
Appointments to the KPB Planning Commission

ACTION ITEMS ELIGIBLE TO BE ADDED TO THE CONSENT AGENDA
Ordinance 2019-19-43
Ordinance 2020-19-01
Ordinance 2020-34

APPROVAL OF MINUTES

- *1. July 7, 2020 Regular Assembly Meeting Minutes..... 1

COMMENDING RESOLUTIONS AND PROCLAMATIONS

PRESENTATIONS WITH PRIOR NOTICE (20 Minutes total)

- 1. Central Peninsula Hospital Quarterly Report (10 Minutes)

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA
(3 minutes per speaker; 20 Minutes aggregate)

ITEMS NOT COMPLETED FROM PRIOR AGENDA

PUBLIC HEARINGS ON ORDINANCES (Testimony limited to 3 minutes per speaker)

- 1. Ordinance 2019-19-43: To Record FY2020 Expenditures Paid by the State of Alaska Department of Administration, Division of Retirement and Benefits on Behalf of the Kenai Peninsula Borough Towards the Borough's Unfunded PERS Liability (Mayor) (Referred to Finance Committee) 13
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- 4. Ordinance 2020-32: Amending KPB 1.24, General Penalty, KPB 12.04, Parking Regulations, and KPB 14.40 Right of Way Permits to Replace Civil Fines with Citations to Improve Enforcement and be Consistent with Other Recent Code Updates (Mayor) (Referred to Policies and Procedures Committee) 50

UNFINISHED BUSINESS

NEW BUSINESS

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- *c. Approval of the Proposition Summary to be Included in the Voter Pamphlet for Proposition No. 1 – Expanding the Anchor Point Fire and Emergency Medical Service Area Boundaries to Include the Ninilchik Area and Creating the Western Emergency Service Area (Referred to Policies and Procedures Committee) 187
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<u>Appointment</u>	<u>Board Seat</u>	<u>Term Expires</u>
Cindy Ecklund	Seward City	July 31, 2023
Lou Oliva	Northwest Borough	July 31, 2023
Pamela Gillham	Ridgeway	July 31, 2023

MAYOR'S REPORT..... 203

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h.	Authorization to Award a Contract for RFP20-018 South Peninsula Hospital and Homer Medical Center Roof Professional Designs Services to K+A Design Studios, Kenai, Alaska	221
3.	Other	
a.	Budget Revisions – June 2020	223
b.	Revenue – Expenditure Report – June 2020	226
c.	FY20-4Q Economic Development Grant Reports	229
d.	FY20-4Q Senior Center Grant Reports	244
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f.	Litigation Status Report – Quarter Ending 06/30/20.....	280

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS (3 minutes per speaker)

ASSEMBLY COMMENTS

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

INFORMATIONAL MATERIALS AND REPORTS

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. August 11, 2020
2:00 PM
Special Assembly Meeting
This meeting will be held through Zoom
Meeting ID: 128 871 931
From the Betty J. Glick Assembly Chambers
2. September 1, 2020
6:00 PM
Regular Assembly Meeting
This meeting will be held through Zoom
Meeting ID: 128 871 931
From the Betty J. Glick Assembly Chambers

ADJOURNMENT

This meeting will be broadcast on KDLL-FM 91.9 (Central Peninsula), KBBI-AM 890 (South Peninsula), K201AO(KSKA)-FM 88.1 (East Peninsula).

The meeting will be held through Zoom, the Meeting ID: 128 871 931. To join the meeting from a computer, visit <https://zoom.us/j/128871931>. To attend the Zoom meeting by telephone call toll free 1-888-788-0099 or 1-877-853-5247 and enter the Meeting ID: 128 871 931. Detailed instructions will be posted on at the Kenai Peninsula Borough's main page at kpb.us: "Meeting and Public Notices" "Current Assembly Agenda".

Copies of the agenda and ordinances to be considered can be viewed on the website referenced above or at the Public Bulletin Board located on the window right of the double doors in the back of the Borough Administration Building. For further information, please call the Clerk's Office at 714-2160 or toll free within the Borough at 1-800-478-4441, Ext. 2160. Visit our website at www.kpb.us for copies of the agenda, meeting summaries, ordinances and resolutions.



Kenai Peninsula Borough

144 North Binkley Street
Soldotna, AK 99669

Meeting Minutes

Assembly

Kelly Cooper, President
Hal Smalley, Vice President
Norm Blakeley
Jesse Bjorkman
Kenn Carpenter
Tyson Cox
Willy Dunne
Brent Hibbert
Brent Johnson

Tuesday, July 7, 2020

6:00 PM

The meeting will be held through Zoom - Meeting ID:
128 871 931, from the Betty J. Glick Assembly
Chambers

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

Present: 9 - Jesse Bjorkman, Norm Blakeley, Kenn Carpenter, Tyson Cox, Willy Dunne, Brent Hibbert, Brent Johnson, Hal Smalley, and Kelly Cooper

[Clerk's Note: The invocation was offered by Adam Hykes.]

ROLL CALL

Also present were:

Charlie Pierce, Borough Mayor
James Baisden, Chief of Staff
Colette Thompson, Borough Attorney
Johni Blankenship, Borough Clerk
Michele Turner, Deputy Borough Clerk

COMMITTEE REPORTS

Assembly Member Hibbert stated the Finance Committee met and discussed its agenda items.

Assembly Member Johnson stated the Lands Committee met and discussed its agenda items.

Assembly Member Dunne stated the Policies and Procedures Committee met and discussed its agenda items.

Assembly Member Smalley stated the Legislative Committee met and discussed its agenda item.

President Cooper passed the gavel to Vice President Smalley and moved to direct the Borough Clerk to send Absentee by Mail Ballot Applications to all registered voters in the Kenai Peninsula Borough as part of the Absentee Vote By Mail promotional campaign approved by Resolution 2020-047 and as part of the CARES Act spending plan. The motion carried by the following vote:

Yes: 9 - Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, and Cooper

Vice President Smalley returned the gavel to President Cooper.

APPROVAL OF AGENDA AND CONSENT AGENDA

Copies have been made available to the public, Borough Clerk Johni Blankenship noted by title only the resolutions and ordinances on the consent agenda.

- [KPB-2684](#) June 16, 2020 Assembly Meeting Minutes
approved.
- [2019-19-41](#) An Ordinance Appropriating Additional Closure and Post Closure Care Liability Funds for the Homer Landfill Closure Phase II Capital Improvement Project (Mayor)
This Budget Ordinance was enacted.
- [2019-19-42](#) An Ordinance Appropriating \$110,000 to the Borough's School Revenue Capital Projects Fund for the Kaleidoscope Charter School of Arts and Science Flooring Replacement Project (Mayor)
This Budget Ordinance enacted.
- [2020-048](#) A Resolution Supporting the One-Time Dismissal Without Prejudice of the 2020 Annual Borough Foreclosure Action for 2019 and Prior Years' Delinquent Taxes (Mayor)
This Resolution was adopted.
- [2020-049](#) A Resolution Authorizing a Quarterly Update to the Borough Retention Schedule (Cooper at the Request of the Borough Clerk)
This Resolution was adopted.

[2019-19-43](#) An Ordinance to Record FY2020 Expenditures Paid by the State of Alaska Department of Administration, Division of Retirement & Benefits on Behalf of the Kenai Peninsula Borough Towards the Borough's Unfunded PERS Liability (Mayor)

This Budget Ordinance was introduced and set for public hearing.

[2020-19-01](#) An Ordinance Appropriating Refinanced 2010 General Obligation School Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

This Budget Ordinance was introduced and set for public hearing.

[2020-34](#) An Ordinance Authorizing a Negotiated Sale of Tract E, Alaska State Land Survey 2003-5, Plat No. 2006-21, Seward Recording District to Jerry and Cheryle James at Fair Market Value (Mayor)

This Ordinance was introduced and set for public hearing.

[KPB-2673](#) Approving a Letter of Non-Objection of the Issuance of New Liquor License and Restaurant Designation Permit as Requested by Nikko Garden, License 5906

approved.

Approval of the Consent Agenda

President Cooper called for public comment with none being offered.

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

Yes: 9 - Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, and Cooper

COMMENDING RESOLUTIONS AND PROCLAMATIONS

PRESENTATIONS WITH PRIOR NOTICE

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

President Cooper called for public comments with none being offered.

ITEMS NOT COMPLETED FROM PRIOR AGENDA

PUBLIC HEARINGS ON ORDINANCES

[2020-31](#) An Ordinance Expanding the Anchor Point Fire and Emergency Medical Service Area Boundaries to Include the Ninilchik Area (Johnson)

Dunne moved to enact Ordinance 2020-31.

President Cooper called for public comments with none being offered.

Johnson moved to amend Ordinance 2020-31 as follows:

Replace Section 2 to read, "16.60.010 Established - Boundaries

There is established a service area within the borough, designated by the "Anchor Point - Ninilchik Fire and Emergency Medical Service Area," including that portion of the borough described as follows: [BOUNDARY DESCRIPTION PENDING]

All of the following referenced to the Seward Meridian, Alaska:

Commencing at the section corner common to sections 2, 3, 10, and 11, T3S,

R16W;

Thence east along the section line to the range line common to R15W and R16W;

Thence north along said range line to the baseline at the northwest corner of T1S,

R15W;

Thence east along the baseline to the southeast corner of T1N, R15W;

Thence north along the range line common to R14W and R15W to the northeast corner T1N, R15W;

Thence east along the township line to the corner common to Sections 32 and 33,

T2N, R11W, and Sections 4 and 5, T1N, R11W;

Thence south along the section line to the intersection with the baseline;

Thence east along the baseline to the northeast corner Section 2, T1S, R11W;

Thence south along the section line to the corner common to Sections 35 & 36, T2S, R11W, and Sections 1 and 2, T3S, R11W;

Thence west along the township line common to T2S and T3S to the corner of T2S, R11 and 12W, and T3S, R11 and 12W;

Thence south along the range line common to R11W and R12W to the corner of

Sections 30 and 31, T4S, R11W, and Sections 25 and 36, T4S, R12W;

Thence continuing south along said range line to the point of intersection of the line common to Section 31, T4S, R11W, and Section 36, T4S, R12W and the thread of the Anchor River;

Thence westerly along the thread of the Anchor River to the point of intersection with the line common to Sections 28 and 29, T5S, R14W;

Thence south along said common line and continuing along the line common to Sections 32 and 33, T5S, R14W, to the north 1/16 th corner common to said Sections 32 and 33, T5S, R14W;

Thence west along the north 1/16 th line through Section 32 and continuing through Section 31 to the north 1/16 th corner of Section 31 on the range line common to T5S, R14W and T5S, R15W;

Thence west along the north 1/16 th line through Section 36, T5S, R15W and continuing through Section 35, T5S, R15W to the Mean High Water of Cook Inlet;

Thence from the latitude of the intersection of the north 1/16 th line of Section 35, T5S, R15W and the MHW of Cook Inlet due west to the west edge of T5S, R15W; Thence north along the line between R15W and R16W to the northwest corner of T5S, R15W;

Thence west along the line between T5S and T4S to the southwest corner of Section 35, T4S, R16W;

Thence north to the section corner common to sections 2, 3, 10, and 11, T3S, R16W, the true point of beginning.

The motion to amend Ordinance 2020-31 carried by the following vote:

Yes: 9 - Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, and Cooper

Johnson moved to amend Ordinance 2020-31 as follows:

Amend Section 1 to read, "That the title of KPB Chapter 16.60 is hereby amended as follows: Chapter 16.60 [ANCHOR POINT-NINILCHIK FIRE AND EMERGENCY MEDICAL SERVICE AREA] Western Emergency Service Area. Chapter 16.60 [ANCHOR POINT-NINILCHIK FIRE AND EMERGENCY MEDICAL SERVICE AREA] Western Emergency Service Area."

The motion to amend Ordinance 2020-31 carried by the following vote:

Yes: 9 - Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, and Cooper

Johnson moved to amend Ordinance 2020-31 as follows:

Replace Section 2 to read, "16.60.010 Established-Boundries
There is established a service area within the borough, designated the [ANCHOR POINT - NINILCHIK FIRE AND EMERGENCY MEDICAL SERVICE AREA] Western Emergency Service Area."

Section 3 to read, "16.60.020 Board of Directors

(a) There is established a board of directors for the [ANCHOR POINT - NINILCHIK FIRE AND EMERGENCY MEDICAL SERVICE AREA] Western Emergency Service Area composed of five members, two of whom shall be residents of Anchor Point, two whom shall be residents of Ninilchik and one of whom may be a resident from either community. All members who shall be residents of the service area and shall be appointed by the mayor and confirmed by the assembly. Up to one board member may also serve as a volunteer firefighter and/or emergency medical service provider for the service area without compensation except that which is ordinarily provided to such volunteers."

Section 4 to read, "16.60.090 Ambulance Billing

Revenues collected from ambulance billing by the [ANCHOR POINT - NINILCHIK FIRE AND EMERGENCY MEDICAL] Western Emergency Service Area as approved by the assembly pursuant to KPB 1.26.010 shall be recorded as revenue within that service area."

Add a new Section 5 to read, "KPB 16.60.100 Mill Levy
No mill levy in excess of 2.95 mills shall be levied on behalf of the service area unless
an increase is approved by the assembly during the budgetary process."

All remaining sections to be renumbered.

The motion to amend Ordinance 2020-31 carried by the following vote:

Yes: 9 - Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, and Cooper

The motion to enact Ordinance 2020-31 as amended carried by the following vote:

Yes: 9 - Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, and Cooper

[2020-29](#)

An Ordinance Opposing Passage of Legislation that Would Restrict Individual Rights Protected by the Second Amendment of the United States Constitution and Declaring the Borough a Second Amendment Sanctuary (Mayor, Bjorkman, Blakeley, Carpenter)

Smalley moved to enact Ordinance 2020-29

President Cooper called for public comment.

The following people spoke in opposition to Ordinance 2020-29:

Linda LaSota, Seward

Greg Sutter, Fritz Creek

Carrie Henson, Kalifornsky

Larry Stone, Homer

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

Smalley moved to amend Ordinance 2020-29 by substitute.

Assembly Member Bjorkman spoke in opposition to amending Ordinance 2020-29 by substitute.

The motion to amend Ordinance 2020-29 by substitute failed by the following vote:

Yes: 4 - Dunne, Johnson, Smalley, and Cooper

No: 5 - Bjorkman, Blakeley, Carpenter, Cox, and Hibbert

Bjorkman moved to suspend the rules and re-open public testimony.

The motion to suspend the rules and re-open public testimony carried by the following vote:

Yes: 9 - Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, and Cooper

President Cooper called for public comment.

Elaina Spraker spoke in support of Ordinance 2020-29.

Debbie Cary spoke in opposition to Ordinance 2020-29.

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

President Cooper passed the gavel to Vice President Smalley and moved to amend Ordinance 2020-29 as follows:

Insert a new sixth Whereas clause to read, "all citizens are encouraged to engage in firearm safety training to responsibly enjoy their second amendment rights; and"

Amend the 8th, 9th, and 10th Whereas clauses to read "while recognizing that pursuant to AS 29.35.145 the borough has no authority to regulate the possession, ownership, sale, transfer, use, carrying, transportation, licensing, taxation or registration of firearms, except as specifically provided by the statute, the assembly wishes to express its opposition to any law that would unconstitutionally restrict the rights under the Second Amendment of the U.S. Constitution and under the Alaska Constitution of the citizens of Kenai Peninsula Borough to keep and bear arms; and

"the assembly wishes to express its deep commitment to the rights of citizens of the Kenai Peninsula Borough to keep and bear arms while acknowledging that the Kenai Peninsula Borough has no criminal law enforcement powers; and

"the assembly wishes to express its intent to stand as a sanctuary for Second Amendment rights in the area of the borough outside of the cities, and to oppose, within the scope of the borough's restricted legal authority, and the limits of the Constitutions of the United States and the State of Alaska, any efforts to unconstitutionally restrict such rights, and to use such legal means at its disposal to protect the rights of the citizens to keep and bear arms;"

Amend Section 2 to read, "That the assembly opposes the enactment of any legislation that would infringe upon the right of its law-abiding citizens to keep and bear arms [AND CONSIDERS SUCH LAWS TO BE UNCONSTITUTIONAL.]"

Amend Section 3 to read "that the assembly hereby expresses its intent to uphold the Second Amendment rights of the law-abiding citizens of the Kenai Peninsula Borough and that the borough's public funds, resources, employees, buildings or offices not be used to unlawfully restrict Second Amendment rights or to aid or assist in the enforcement of the unnecessary and unconstitutional restriction of the rights under the Second Amendment of the citizens of the Kenai Peninsula Borough to keep and bear arms."

Amend Section 3 to read, "that the assembly hereby declares the Kenai Peninsula Borough a "Second Amendment Sanctuary" in the manner and to the extent described in this ordinance."

The motion to amend Ordinance 2020-29 carried by the following vote:

Yes: 5 - Cox, Dunne, Johnson, Smalley, and Cooper

No: 4 - Bjorkman, Blakeley, Carpenter, and Hibbert

The motion to enact Ordinance 2020-29 as amended carried by the following vote:

Yes: 6 - Bjorkman, Blakeley, Carpenter, Cox, Hibbert, and Cooper

No: 3 - Dunne, Johnson, and Smalley

[KPB-2685](#) Veto of Ordinance 2020-24 Which Amends KPB Title 4 Regarding Borough Elections to Provide for Vote by Mail Elections, for More Time Between Regular Election and a Run-off Election, and to Remove Proposition Statements

[Clerk's Note: 6 Yes votes are required to override a veto by the mayor. If the motion to override is not successful or no motion is made, the veto will stand.]

Dunne moved to override the Mayor's Veto of Ordinance 2020-24.

Assembly Members Dunne, Cox, Smalley, Johnson and Blakeley spoke in support of the motion to override the Mayor's Veto.

Assembly Member Bjorkman spoke in opposition to the motion to override the Mayor's Veto.

The motion to override the Mayor's Veto of Ordinance 2020-24 carried by the following vote:

Yes: 6 - Cox, Dunne, Hibbert, Johnson, Smalley, and Cooper

No: 3 - Bjorkman, Blakeley, and Carpenter

UNFINISHED BUSINESS

NEW BUSINESS

Resolutions referred to Policies and Procedures Committee

2. Ordinances for Introduction

[2020-33](#) An Ordinance Authorizing the Direct Sale of a Nikiski Fire Service Area Ambulance to 1st Choice Home Health Care, Inc. Notwithstanding the Sealed Bid and Surplus Auction Provisions in KPB

2.58.500 (Mayor)

Hibbert moved to introduce Ordinance 2020-33 and set it for public hearing on August 4, 2020.

President Cooper called for public comment with none being offered.

Assembly Members Johnson and Hibbert spoke in opposition to the introduction of Ordinance 2020-33.

Ordinance 2020-33 was withdrawn by the sponsor without objection.

3. Other

[KPB-2668](#) Petition to Vacate Approximately 200 Foot Long Wild Salmon Way Cul-de-sac Adjoining Lots 1-A, 2-A, 14-A, and 15-A Ninilchik River Estates Addition No. 1 (HM 91-71), as Dedicated on Ninilchik River Estates Addition No.1 (HM 91-71) and Ninilchik River Estates Amended (HM 86-12). The Right-of-way Being Vacated is Developed with a Driveway, but is not KPB Maintained, and is Located Within the SW1/4 SE1/4 of Section 35, Township 1 South, Range 14 West, Seward Meridian, Alaska, Within the Kenai Peninsula Borough. KPB File 2020-043V

[Clerk's Note: The Planning Commission approved the above referenced petition to vacate at its June 8, 2020 meeting by unanimous vote]

Johnson moved to veto the action of the Planning Commission.

President Cooper called for public comment.

The following people spoke in support of the Petition to Vacate:

**Charlene McLean
Christina Hoffman
Mark Elf**

The following people spoke in opposition to the Petition to Vacate:

**Jody Michaeli
Arnold Mason
Blaine Gilman
Jeanne Manson
Diane Wilson
Halenea Bot
Lauren Hill**

Michael Herbert

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

Assembly Members Bjorkman, Cox and Johnson spoke in support of the Petition to Vacate.

President Cooper passed the gavel to Vice President Smalley and spoke in support of the Petition to Vacate. Vice President Smalley returned the gavel to President Cooper.

The motion to veto the action of the Planning Commission carried by the following vote:

Yes: 8 - Bjorkman, Blakeley, Carpenter, Dunne, Hibbert, Johnson, Smalley, and Cooper

No: 1 - Cox

MAYOR'S REPORT[KPB-2676](#) Mayor's Report Cover Memo

1. Assembly Requests/Responses
2. Agreements and Contracts
 - a. [KPB-2677](#) Authorization to Award a Contract for ITB20-026 McNeil Canyon Elementary School Boiler Replacement to Mechanical Specialist, Wasilla, Alaska.
 - b. [KPB-2678](#) Authorization to Award a Contract for RFP20-015 Emergency Responder Medical Physical/Testing Requirements to K-Beach Medical.
 - c. [KPB-2679](#) Authorization to Award a Contract for FRP20-011 Summer & Winter Road Maintenance – North Region Unit 3 – to Chumley's Inc.
 - d. [KPB-2680](#) Authorization to Award a Contract RFP20-011 Summer & Winter Road Maintenance – North Region Unit 4 – to Chumley's Inc.
 - e. [KPB-2681](#) Authorization to Award a Contract for RFP20-017 Summer & Winter Road Maintenance – Central Region Unit 3 – to River City Construction.
 - f. [KPB-2682](#) Authorization to Award a Contract for RFP20-012 Summer & Winter

road Maintenance – West Region Unit 1 – to River City Construction.

3. Other

[KPB-2683](#) Update on CARES Relief Fund, Brenda Ahlberg, Community and Fiscal Projects Manager

[Clerk’s Note: A 10-minute presentation was given during Policies and Procedures Committee.]

ks PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

President Cooper called for public comment.

Carrie Henson, Kalifornsky spoke on gun ownership and gun laws.

Larry Slone, Homer spoke on the Mayor's Veto and 2nd amendment rights.

Mary Hall, Kenai spoke in support of Ordinance 2020-33.

Dr. Hall, Kenai spoke in support of Ordinance 2020-33.

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

ASSEMBLY COMMENTS

Assembly Member Hibbert encouraged everyone to enjoy their summer and wished a good night.

Assembly Member Johnson stated he appreciated the dialogue and differing opinions of the evening.

Vice President Smalley thanked everyone for their testimony.

Assembly Member Cox hoped everyone had a good Independence Day weekend. He wished his father, Bobby Cox a happy birthday.

Assembly Member Bjorkman thanked the administration, assembly and public for their dialogue throughout the meeting. He encouraged everyone to listen for understanding and gain another's perspective. He wished everyone a good evening.

Assembly Member Dunne thanked the KPB Finance staff for their hard work on the CARES Act funding distribution.

Assembly Member Carpenter encouraged everyone to drive and be safe.

President Cooper thanked everyone for their hard work. She thanked the KPB staff

for their hard work on the CARES Act funding distribution. She wished everyone a good evening.

PENDING LEGISLATION

- 1. [2020-32](#) An Ordinance Amending KPB 1.24, General Penalty, KPB 12.04, Parking Regulations, and KPB 14.40 Right of Way Permits to Replace Civil Fines with Citations to Improve Enforcement and be Consistent with Other Recent Code Updates (Mayor)

INFORMATIONAL MATERIALS AND REPORTS

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

- 1. August 4, 2020 Regular Assembly Meeting
6:00 PM This meeting will be held through Zoom
Meeting ID: 128 871 931 from the Betty J. Glick Assembly Chambers

ADJOURNMENT

With no further business to come before the assembly, President Cooper adjourned the meeting at 11:05 p.m. on July 7, 2020.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of July 7, 2020.

Johni Blankenship, MMC, Borough Clerk

Approved by the Assembly: _____

Introduced by: Mayor
Date: 07/07/20
Hearing: 08/04/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2019-19-43**

AN ORDINANCE TO RECORD FY2020 EXPENDITURES PAID BY THE STATE OF ALASKA DEPARTMENT OF ADMINISTRATION, DIVISION OF RETIREMENT & BENEFITS ON BEHALF OF THE KENAI PENINSULA BOROUGH TOWARDS THE BOROUGH'S UNFUNDED PERS LIABILITY

WHEREAS, the 2019 Alaska Legislature enacted HB39 which appropriated funds to the Department of Administration, Division of Retirement & Benefits on behalf of the Kenai Peninsula Borough, to reduce the liability of political subdivisions to the Public Employees Retirement System (PERS) for FY2020; and

WHEREAS, the borough was notified in June 2020, that the amount received by the Department of Administration, Division of Retirement & Benefits on behalf of the borough would be released early August 2020, an amount estimated to be equal to the difference between the borough's budgeted PERS rate of 22 percent and a total contribution rate of 28.62 percent; and

WHEREAS, Generally Accepted Accounting Principles (GAAP) require the borough to record expenditures paid on its behalf; and

WHEREAS, FY2020 expenditure budgets should be increased (for which there will be a corresponding revenue adjustment) to reflect the receipt of these funds by the Department of Administration, Division of Retirement & Benefits on behalf of the borough;

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

SECTION 1. That FY2020 revenue budgets are increased by the following amounts to reflect funds the Department of Administration, Division of Retirement & Benefits received on behalf of the Kenai Peninsula Borough:

Fund	Amount
General fund	0.00
Nikiski Fire Service Area	0.00
Bear Creek Fire Service Area	0.00
Anchor Point Fire Service Area	0.00
Central Emergency Services	0.00
Kachemak Emergency Service Area	0.00
North Peninsula Recreation Service Area	0.00
Road Service Area	0.00
School Maintenance	0.00
Land Trust	0.00
Seward Bear Creek Flood Service Area	0.00
911 Emergency Communications	0.00
Solid Waste	0.00
Risk Management	0.00
	0.00
	0.00

SECTION 2. That \$ _____ is appropriated to the following accounts:

Fund	Department	Project	Object	Amount
100	11100	00000	40221	0.00
100	11120	00000	40221	0.00
100	11130	00000	40221	0.00
100	11140	00000	40221	0.00
100	11210	00000	40221	0.00
100	11227	00000	40221	0.00
100	11230	00000	40221	0.00
100	11231	00000	40221	0.00
100	11232	00000	40221	0.00
100	11233	00000	40221	0.00
100	11235	00000	40221	0.00
100	11250	00000	40221	0.00
100	11310	00000	40221	0.00
100	11410	00000	40221	0.00

100	11430	00000	40221	0.00
100	11440	00000	40221	0.00
100	11441	00000	40221	0.00
100	11510	00000	40221	0.00
100	11520	00000	40221	0.00
100	21110	00000	40221	0.00
100	21135	00000	40221	0.00
206	51110	00000	40221	0.00
207	51210	00000	40221	0.00
209	51410	00000	40221	0.00
211	51610	00000	40221	0.00
212	51810	00000	40221	0.00
225	61110	00000	40221	0.00
236	33950	00000	40221	0.00
241	11235	00000	40221	0.00
241	41010	00000	40221	0.00
250	21210	00000	40221	0.00
259	21212	00000	40221	0.00
264	11255	00000	40221	0.00
290	32010	00000	40221	0.00
290	32122	00000	40221	0.00
700	11234	00000	40221	0.00
				<hr/>
				<hr/>
				0.00

SECTION 3. That upon enactment this ordinance shall be effective retroactively on June 30, 2020.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2020.

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor *JCB*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: June 25, 2020

SUBJECT: Ordinance 2019-19-43, To Record FY2020 Expenditures Paid by the State of Alaska Department of Administration, Division of Retirement & Benefits on Behalf of the Kenai Peninsula Borough Towards the Borough's Unfunded PERS Liability (Mayor)

As part of the 2019 legislative session, the Alaska legislators passed HB39 which appropriated funds to help defray the cost of increased employer contributions to the Public Employees' Retirement System (PERS) for fiscal year 2020. The purpose of this legislation was to contribute to the PERS system an amount estimated to be equal to the difference between the borough's budgeted PERS rate of 22 percent and the actuarially determined rate of 28.62 percent. Pursuant to the attached letter from the Division of Retirement and Benefits, the amount contributed on the borough's behalf for FY2020 will be provided in early August 2020.

Generally Accepted Accounting Principles require that the borough record expenditures paid on its behalf. This ordinance also amends the budget to reflect these expenditures; there will be no impact to fund balances of any fund as revenues equal to the expenditures will also be recorded.

In June 2020, we received notice that the Kenai Peninsula Borough will be receiving the FY2020 on-behalf PERS amount early August 2020. In order to expedite the appropriation process to complete the FY2020 year-end closing in a timely manner, the amounts have been left blank for introduction. We anticipate receiving the on-behalf amount by August 3, 2020.

Your consideration of this ordinance is appreciated.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Administration

DIVISION OF RETIREMENT AND BENEFITS

6th Floor State Office Building
333 Willoughby Avenue
P.O. Box 110203
Juneau, AK 99811-0203
Phone: (907) 465-4460
Toll-Free: (800) 821-2251
FAX: (907) 465-3086
Alaska.gov/drb

June 01, 2020

BRANDI R HARBAUGH, FINANCE DIRECTOR
KENAI PENINSULA BOROUGH
144 N BINKLEY ST
SOLDOTNA AK 99669-7520

Sent via email to: BHARBAUGH@BOROUGH.KENAI.AK.US

RE: FY2020 Employer On-Behalf Funding - PERS ER 180

During the 2019 legislative session, House Bill HB39 (HB39) passed providing on-behalf funding for PERS employer contributions for Fiscal Year 2020 (FY2020). HB39, Section 35 reads as follows:

*(b) The sum of **\$159,055,000** is appropriated from the general fund to the Department of Administration for deposit in the defined benefit plan account in the **public employees' retirement system** as an additional state Contribution under AS 39.35.280 for the fiscal year ending June 30, 2020.*

HB39 at <http://www.akleg.gov/PDF/31/Bills/HB0039Z.PDF> (Section 35, page 83).

The Alaska Retirement Management Board approved the actuarially determined rate of 28.62% for FY2020, with HB39 providing an on-behalf rate of 6.62% for each FY2020 employer payroll. On-behalf funding is applied with the processing of each employer payroll with payroll end dates between July 1, 2019 and June 30, 2020 and fully received by the Division by July 15, 2020. A fully received and processable payroll must include payment, an employer summary, and any other required documentation (WIRE and ACH payments must have a corresponding Memo). Once all such payrolls have been processed we will true-up your account and make an adjusting entry, then send a final statement via email in early August 2020.

Included is a report detailing the Employer On-Behalf Funding allocated for fiscal year 2020 payrolls. Please work with your accountant or auditor to determine where to show this funding on your financial statements. Feel free to contact me via telephone at (907) 465-2279 or email at tamara.criddle@alaska.gov if you have questions or need additional information regarding HB39.

Sincerely,

Tamara Criddle, Accountant III

Introduced by: Mayor
Date: 07/07/20
Hearing: 08/04/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-19-01**

**AN ORDINANCE APPROPRIATING REFINANCED 2010 GENERAL OBLIGATION
SCHOOL BOND PROCEEDS FOR THE PURPOSE OF PAYING BOND
REFINANCING ISSUANCE COSTS**

WHEREAS, the Kenai Peninsula Borough, Alaska (the “Borough”), to finance a portion of the cost of certain school capital improvements, issued and sold its General Obligation School Bond, Series 2010B (Taxable Recovery Zone Economic Development Direct Payment), in the original principal amount of \$16,410,000 (the “2010B Bond”) to the Alaska Municipal Bond Bank (the “Bond Bank”), as authorized by Resolution Nos. 2010-086 and 2010-088 of the Borough adopted October 26, 2010 (together, the “Bond Resolution”), on the terms and conditions set forth in the Bond Resolution and in a loan agreement between the Borough and the Bond Bank dated as of December 1, 2010 (the “Loan Agreement”); and

WHEREAS, the Bond Bank issued and sold its General Obligation Bonds, 2010 Series Four (the “Bond Bank Bonds”), to provide funds to purchase the 2010B Bond, as provided in the Loan Agreement; and

WHEREAS, Section 6 of the Loan Agreement provides that payments of principal of and interest on the 2010B Bond may be adjusted to reduce debt service on the 2010B Bond if the Bond Bank is able to achieve debt service savings by refunding the Bond Bank Bonds; and

WHEREAS, the Bond Bank now intends to issue a series of its general obligation refunding bonds (the “Bond Bank Refunding Bonds”) for the purpose, among others, of refunding the Bond Bank Bonds and achieving debt service savings; and

WHEREAS, through Resolution 2020-033, the assembly approved the Borough’s participation in this refinancing and to authorize the mayor or his designee to accept a revised debt service schedule for the 2010 Bond if the Bond Bank successfully refinances the Bond Bank Bonds; and

WHEREAS, the Bond Bank anticipates a refinancing closing date of early July 2020;

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

SECTION 1. That 2010 refinanced school bond proceeds in the amount of up to \$15,000 are appropriated to the School Bond Capital Project Fund, account number 401.78050.21SCH.49999 to pay costs related to the issuance.

SECTION 2. That the appropriations made in this ordinance are of a project length nature and as such do not lapse at the end of any particular fiscal year.

SECTION 3. That eligible costs incurred prior to the appropriation date will be charged to the project.

SECTION 4. This ordinance takes effect immediately upon its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2020.

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Finance Department

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor *JCB*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: June 25, 2020

SUBJECT: Ordinance 2020.19-01_____, Appropriating Refinanced 2010 General
Obligation School Bond Proceeds for the Purpose of Paying Bond
Refinancing Issuance Costs (Mayor)

In May 2020, Resolution 2020-033 approved the Borough's participation in the refinancing of Series 2010B School Bonds. Due to reductions in long term interest rates, the Alaska Municipal Bond Bank has determined that a portion of the outstanding 2010 School Bond could be refinanced, with potential savings to the residents of the Kenai Peninsula Borough of approximately \$700,000 in interest over the remaining life of the debt. This ordinance appropriates up to \$15,000 in refinanced bond proceeds for the purpose of paying costs related to the issuance.

Your consideration of this resolution is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>401.00000.21SCH.39010</u>
Amount:	<u>\$15,000.00</u>
By: <i>PP</i>	Date: <u>6/23/2020</u>

Introduced by: Mayor
Date: 07/07/20
Hearing: 08/04/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-34**

**AN ORDINANCE AUTHORIZING A NEGOTIATED SALE OF TRACT E, ALASKA
STATE LAND SURVEY 2003-5, PLAT NO. 2006-21, SEWARD RECORDING
DISTRICT TO JERRY AND CHERYLE JAMES AT FAIR MARKET VALUE**

- WHEREAS,** Tract E, Alaska State Land Survey 2003-5, Plat No. 2006-21, Seward Recording District (Parcel No. 11911905) was conveyed to the borough through a municipal entitlement grant pursuant to AS 29.65.010(a)(7); and
- WHEREAS,** Tract E is a 0.89-acre substandard remnant lot bounded by the Snug Harbor Road alignment; and
- WHEREAS,** Note 9 on the plat reported an exception to KPB 20.20.190 (minimum lot size) and notes a restriction against separate conveyance; and
- WHEREAS,** Tract E is subject to three appurtenant driveway easements which benefit parcel numbers 119-090-08, 119-090-09, 119-090-10, and 119-090-19 and provides these lots with direct access to Snug Harbor Road; and
- WHEREAS,** Jerry D. and Cheryle E. James, owners of neighboring property entirely fronting Tract E, applied for a negotiated sale of this property; and
- WHEREAS,** letters of support (non-objection) to the sale have been received from the other property owners adjacent to Tract E; and
- WHEREAS,** the Cooper Landing Advisory Planning Commission, at its regular meeting of July 8, 2020, recommended _____.
- WHEREAS,** the Kenai Peninsula Borough Planning Commission, at its regular meeting of July 13, 2020, recommended _____.

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

SECTION 1. The real property described below is owned by the borough per State Patent No. 20685, and is a substandard lot per KPB 20.30.200 (less than 40,000 square feet and no public water or wastewater disposal system is available complying with KPB 20.40.)

Parcel	General Location	Description	Acres
119-119-05	Cooper Landing	Tract E, Alaska State Land Survey 2003-5, Plat No. 2006-21, Seward Recording District	0.89

SECTION 2. That the assembly finds that conveying the parcel described in Section 1 pursuant to KPB 17.10.100(I) at fair market value to Jerry D. and Cheryle E. James is in the best interest of the borough based on the following:

- a. Tract E is a substandard lot (less than 40,000 square feet) and is a remnant lot created by the Snug Harbor Road alignment.
- b. Tract E is subject to three appurtenant driveway easements. The applicants adjoining property is benefitted by one of these easements.
- c. Letters in support of the borough’s sale of Tract E to the applicants have been received from all other adjoining property owners.
- d. The proposed sale would result in combining Tract E with adjoining parcels to the north and owned by the applicants resulting in improved lot design.

SECTION 3. That the assembly makes an exception to KPB 17.10.090 requiring classification prior to disposal. This exception is based on the following findings of facts pursuant to KPB 17.10.230:

1. Special circumstances or conditions exist.
 - a. KPB 17.10.080(A) states, classification of property is for review, plan implementation and management purposes. The classification system designates the most appropriate uses for land and thereby guides borough management of such lands and implementation action to provide for the identified uses. This ordinance serves to set the management plan for this land.
2. That the exception is necessary for the preservation and enjoyment of a substantial property right and is the most practical manner of complying with the intent of this chapter.
 - a. The preservation of a substantial property right is not applicable to this case; the considerations under this ordinance as to the management of the land are substantially similar to classification thereby being a practical manner of complying with the intent of classification.

3. The granting of the exception will not be detrimental to the public or injurious to other property in the area.
 - a. Continued public interests are preserved through easements being implemented on the parcel for access to other private parcels as well as roadside trails.
 - b. Letters of non-objection to the proposed sale have been received by the other property owners abutting this tract.

SECTION 4. The assembly additionally makes an exception to KPB 17.10.110 (notice of disposition). This exception is based on the following findings of facts pursuant to KPB 17.10.230:

1. Special circumstances or conditions exist.
 - a. The purpose of KPB 17.10.110 advertising requirement is to notify the public of an opportunity to purchase or lease KPB land, and advertising this negotiated sale to the James' will not serve a useful purpose.
2. That the exception is necessary for the preservation and enjoyment of a substantial property right and is the most practical manner of complying with the intent of this chapter.
 - a. This exception to the notice requirement is not necessary to preserve a substantial property right, and the assembly hereby authorizes exception to that finding requirement. For this negotiated sale, the notice requirement is impractical, and compliance is not in the best interests of the borough due to the delay and unnecessary expense it would cause.
3. That the granting of the exception will not be detrimental to the public welfare or injurious to other property in the area.
 - a. The proposed disposition is advertised by publication of the ordinance in newspapers of general circulation and on the borough's web page. Notice of the proposed disposition is also published by the Planning Commission agenda in newspapers of general circulation, and a public hearing is held at the Planning Commission level. Additional notice is not necessary to comply with the intent of KPB 17.10 or to protect the public welfare.

SECTION 5. Based on the foregoing, the mayor is hereby authorized, pursuant to KPB 17.10.100(I) to sell and convey, through quitclaim deed, the land described in Section 1 above to Jerry D. and Cheryle E. James for the fair market value of

\$32,400.00 by a financed sale, subject to the terms and conditions of this ordinance. The authorization is only for the sale to Jerry D. and Cheryle E. James and is subject to the requirement that the parcel be surveyed and combined by plat to the land presently owned by the James' (APN: 11909008, 11909009, and 11909010). The purchasers may only assign rights under the purchase agreement to other adjoining owners as may be practical to achieve standard conventions of subdivision design. The purchasers shall be responsible for acquiring title insurance and shall pay all fees associated with this sale, including recording fees, closing costs, escrow setup fees, annual escrow fees, collection fees to the extent applicable, and other associated fees for this sale. All other applicable terms and conditions of KPB 17.10 shall apply to this sale unless inconsistent with this ordinance.

SECTION 6. Upon entering into an agreement to acquire the land, a down payment of \$3,240.00 shall be made and the applicable terms and provisions of KPB 17.10.120 and KPB 17.10.130 shall apply, except that the borough shall retain the down payment, up to One Thousand Dollars (\$1,000), if the prospective buyers breach a term of the sale.

SECTION 7. The James' shall have 180 days from the enactment of this ordinance to complete the sale.

SECTION 8. The mayor is authorized to sign any documents necessary to effectuate this ordinance.

SECTION 9. That this ordinance shall become effective immediately upon its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2020.

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

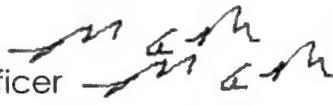
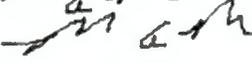
No:

Absent:

Kenai Peninsula Borough
Planning Department – Land Management Division

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor *JCB*
Marcus Mueller, Acting Planning Director 
Marcus A Mueller, Land Management Officer 

FROM: Julie Denison, Land Management Technician *JD*

DATE: June 25, 2020

RE: Ordinance 2020-34, Authorizing a Negotiated Sale of Tract E, Alaska State Land Survey 2003-5, Plat No. 2006-21, Seward Recording District to Jerry and Cheryle James at Fair Market Value (Mayor)

Jerry and Cheryle James submitted an application for the negotiated sale of Tract E, Alaska State Land Survey 2003-5, Plat No. 2006-21, Seward Recording District (PIN 11911905) ("the parcel"), and shown on the attached site map. Land Management staff reviewed the application and prepared a staff report with relevant findings.

In summary, the parcel is substandard in size. Easements have been reserved on the parcel to provide legal access to all adjoining properties. A roadside trail easement is planned based on consultation with the Cooper Landing Advisory Planning Commission in furtherance of the Cooper Landing Walkable Community Plan. The property is otherwise considered to be surplus to borough needs. A note on Plat No. 2006-21 reports a restriction against conveying the property separately.

The sale of the land to the James' with a requirement that property be combined with the James' adjoining property would be consistent with the plat note and the borough's management practices for substandard lots. The other adjoining property owners have submitted letters of non-objection to a sale of the land to the James.

The property was appraised taking into account the impacts of easements on the property by the borough assessing department. The drafted purchase agreement allows for partial assignment to an adjoining owner if necessary to achieve platting design standards.

June 25, 2020

Page -2-

Re: O2020- 34

This ordinance is scheduled to be heard by the Cooper Landing Advisory Planning Commission on July 8 and the Planning Commission on July 13. The recommendations of both commissions will be provided to the assembly prior to the scheduled hearing on this ordinance

Your consideration of this ordinance is appreciated.

Kenai Peninsula Borough
Planning Department

MEMORANDUM

TO: Kelly Cooper, Assembly President
Kenai Peninsula Borough Assembly Members

THRU: Charlie Pierce, Borough Mayor *CPB*

FROM: Marcus A. Mueller, Acting Planning Director *MAM*

DATE: July 14, 2020

RE: Ordinance 2020-34 An ordinance authorizing a negotiated sale with Jerry D. and Cheryle E. James at fair market value for Tract E, Alaska State Land Survey 2003-5, Plat No. 2006-21, Seward Recoding District.

The Kenai Peninsula Borough Planning Commission reviewed the subject ordinance during their regularly scheduled July, 13, 2020 meeting.

A motion passed by unanimous vote (9 Yes, 0 No, 3 absent) to recommend approval of Ordinance 2020-34.

In the ordinance, please amend the last WHEREAS statement:

WHEREAS, the Kenai Peninsula Borough Planning Commission at its regular meeting of July 13, 2020 recommended approval by unanimous vote.

Attached are the unapproved minutes of the subject portion of the meeting.

AGENDA ITEM - E PUBLIC HEARINGS

3. Ordinance 2020-34 Authorizing a negotiated sale with Jerry D. & Cheryl E. James at fair market value for Tract E, Alaska State Land Survey 2003-5, Plat No. 2006-21, Seward Recording District.

Staff report was given by Marcus Mueller

STAFF REPORT

PC Meeting July 13, 2020

Basis for Disposal: Borough land appropriate for disposal can be considered for a negotiated purchase, exchange or for the borough's annual land sale. An application for negotiated sale was received from Jerry D. & Cheryl E. James on March 5, 2020. Negotiated sales can be considered when the land to be sold is not more than one acre, the sale is at fair market value, and based on findings of fact.

Description of Borough Parcel:

PARCEL	GENERAL LOCATION	LEGAL DESCRIPTION	ACRES	FAIR MARKET VALUE
119-119-05	Cooper Landing	Tract E, Alaska State Land Survey 2003-5, Plat No. 2006-21, Seward Recording District	0.89	\$32,400

Findings of Fact:

1. Title / Status: The Borough has received State patent for Tract E through a municipal land entitlement grant serialized as ADL 201307. Tract E is a remnant lot created by the Snug Harbor Road alignment, and is substandard (less than 40,000 square feet) per KPB.20.20.190.
2. Land Use: Tract E is vacant land which is not designated under the Cooper Landing Land Use Plan. Surrounding land use includes residential, with recreational, undeveloped land across Snug Harbor Road. Surrounding developments include single-family homes.
3. Ownership: Surrounding land ownership includes borough and private land.
4. Access: Tract E lies adjacent and north of Snug Harbor Road, a State maintained road, and is encumbered with three appurtenant driveway easements which benefit parcel numbers 11909008, 11909009, 11909010, and 11909019 to the north.
5. Utilities: Electric and telephone service is available. No other utilities are available at this time.
6. Topography: The topography is characterized by alluvium sloping toward Kenai Lake with active drainage channels present.
7. Soil: A soil investigation was conducted by Alaska Consulting and Environmental and concluded that the soil conditions appear generally acceptable for conventional onsite wastewater disposal and that subject parcel appears to have over 20,000 sq. ft. of usable area for wastewater disposal. (See Soils Investigation report of July 26, 2011).
8. Special Features: A small, unnamed creek crosses the Tract E and feeds into Kenai Lake.
9. History and Actions: Consistent with AS 29.65.050, the borough was required to survey and record a plat of the lands approved under ADL 201307 (ASLS 2003-5). At the December 12, 2005 Plat Committee meeting, staff described Tract E as a remnant tract created by surrounding ASLS plats and road alignments, and anticipated the state retaining ownership. The state did not retain ownership of Tract E and due to the substandard lot size, a finding was added that if Tract E was sold, it would be included in a replat with adjoining owners. Plat Note 9 was added to protect the remnant parcel from being conveyed separately.

In 2011, Tract E was proposed for classification (Residential) and disposal in a sealed bid land sale. At the June 8, 2011 Cooper Landing Advisory Planning Commission meeting (CLAPC), Tract E was left undesignated due in part to the concerns regarding the easements as well as septic/waste water management.

At the June 27, 2011 Planning Commission meeting, Tract E was left undesignated and recommended returning the matter to the Cooper Landing Advisory Planning Commission to issue a classification recommendation.

At the July 5, 2011 Assembly meeting, Tract E was removed from the sealed bid land sale ordinance pending further review of the classification action.

10. Negotiated Sale Application:

The James' are adjoining property owners to the north of Tract E. As a condition for consideration of a sole-source sale, the applicants were required to obtain and submit letters of support (or non-objection) from property owners adjoining Tract E.

- The Odom Corporation owns Homestead Entry Survey No. 234, Plat No. 2360, Seward Recording District (PIN 11911001) and supports a sale of Tract E to the applicants. (see attached comments).
- Doug Vermillion owns Lot 9A and Lot 9B, U.S. Survey No. 2525 Jam Addition, Plat No. 2011-9, Seward Recording District (PIN's 11909019 and 11909020) and expressed no objection to the sale of Tract E the applicants (see attached comments).

11. Consistency with Adopted Plans:

- Community Recommendations on a Land Use Plan for Borough Lands, Cooper Landing: VI(B)(2): Electric, telephone and other utilities should be planned and provided for in each subdivision.
- Cooper Landing Land Use Classification Plan for Borough-Owned and Borough Selected Lands: IV(A)(1): No additional residential classifications are proposed for this area.
- KPB Transportation Plan: Goal 3, Objective 3.2(A): Consider anticipated nearby development during the dedication and vacation process.
- KPB Transportation Plan, Goal 3, Objective 3.3(A): When classifying or conveying Borough land, make a determination of whether reservations of easements are required for access.

12. Cooper Landing Advisory Planning Commission (CLAPC) Review: On July 8, 2020, the CLAPC held a public meeting and recommended supporting the negotiated sale.

Analysis: Tract E is substandard lot created by the Snug Harbor Road alignment. Tract E is subject to three appurtenant driveway easements benefitting adjacent parcels to the north. The James' are adjoining property owners to the north. A small creek crosses Tract E and feeds into the Kenai River. The borough has no identified operational need for Tract E.

Conclusion: Tract E is substandard (less than 40,000 SF) and surplus to borough needs. As no additional residential classifications are proposed for this area, and When considering the size, restrictive shape, and current use of the subject parcel, this parcel could be disposed, to Jerry D. and Cheryle E. James, subject to the appurtenant driveway easements and a 20' wide sidewalk/bikepath easement, and a replat to combine Tract E with adjoining parcels to the north. Combining Tract E with the adjoining parcels to the north would enhance existing residential uses and overall lot design.

STAFF RECOMMENDATION: Based on the findings of fact, analysis, and conclusions, staff recommends that the Planning Commission recommend adoption of the ordinance approving a negotiated sale at fair market value and subject to terms of a sale agreement including a survey requirement to combine the land with existing lots.

END OF STAFF REPORT

Chair Martin open the item for public comment. See and hearing no one else from the public wishing to comment, Chair Martin closed public comment and opened discussion among the Commission.

MOTION: Commissioner Whitney moved, seconded by Commissioner Ecklund to forward to the assembly a recommendation to approve Ordinance 2020-34, authorizing a negotiated sale with Jerry D. & Cheryl E. James at fair market value for Tract E, Alaska State Land Survey 2003-5, Plat No. 200621, Seward

Recording District.

MOTION PASSED BY UNANIMOUS VOTE:

Yes	9	No	0	Absent	3
Yes	Bentz, Carluccio, Ecklund, Ernst, Fikes, Foster, Whitney, Venuti, Ruffner				
No	None				
Absent	Brantley, Ernst, Morgan				

UNAPPROVED

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 KP.B 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: Jerry D & Cheryle E James

Organization: _____

Mailing Address: PO Box 724 Cooper Landing, AK 99572

Phone: 907-290-1213 Cell Email: cheryle@wildmans.org

595-1325 Home 907-290-1214 Cell Jerry
595-1456 Work

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):

- Individual
- Non-Profit
- Corporation
- Sole Proprietorship
- Limited Liability Company
- Other:
- General Partnership
- Limited Partnership

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: T5N R 3W Sec 28 Seward Meridian SW 2006021 AK State Land Survey
2003-5 Tract E

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

Tax Parcel ID: 11911905 Size/Acreage: .89 acres/usable .50

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: 36,000.00

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):
Tract E is adjacent to my 3 lots in Cooper Landing, it requires driveway easements
through Tract E to reach my lots. We would like to incorporate Tract E into our
existing properties when we obtain ownership of Tract E.

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. See attached memo on Fair Market Value from KPB Land Appraiser as of 3/3/2020

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

No Improvements,

Raw property, no improvement plans to date.

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: Jerry D & Cheryle E James

Address: PO Box 724 Cooper Landing, AK 99572

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

3/4/2020
Date

 Jerry D James Cheryle E James

Print Name



THE **Odom** CORPORATION

May 5th, 2020

Kenai Peninsula Borough
Land Management
ATTN: Julie Denison
144 N. Binkley St.
Soldotna, AK
99669

RE: LMD 20-02; Negotiated Sale Application

APN: 119-119-05

Dear Ms. Julie Denison,

Please accept this letter of support/non-objection to Jerry and Cheryle James of the purchase of borough-owned parcel 119-119-05, Tract E, ASLS 2003-5, Plat No. 2006-021. As neighboring property owners, Todom Lodge located at 38350 Snug Harbor Road, we have no objection to this purchase.

Feel welcomed to contact me if you have any questions.

Respectfully,

Amy Belisle
Executive Assistant to Bill Odom EVP of the Odom Corporation
907.313.6168
Amy.Belisle@OdomCorp.com

2 May 2020

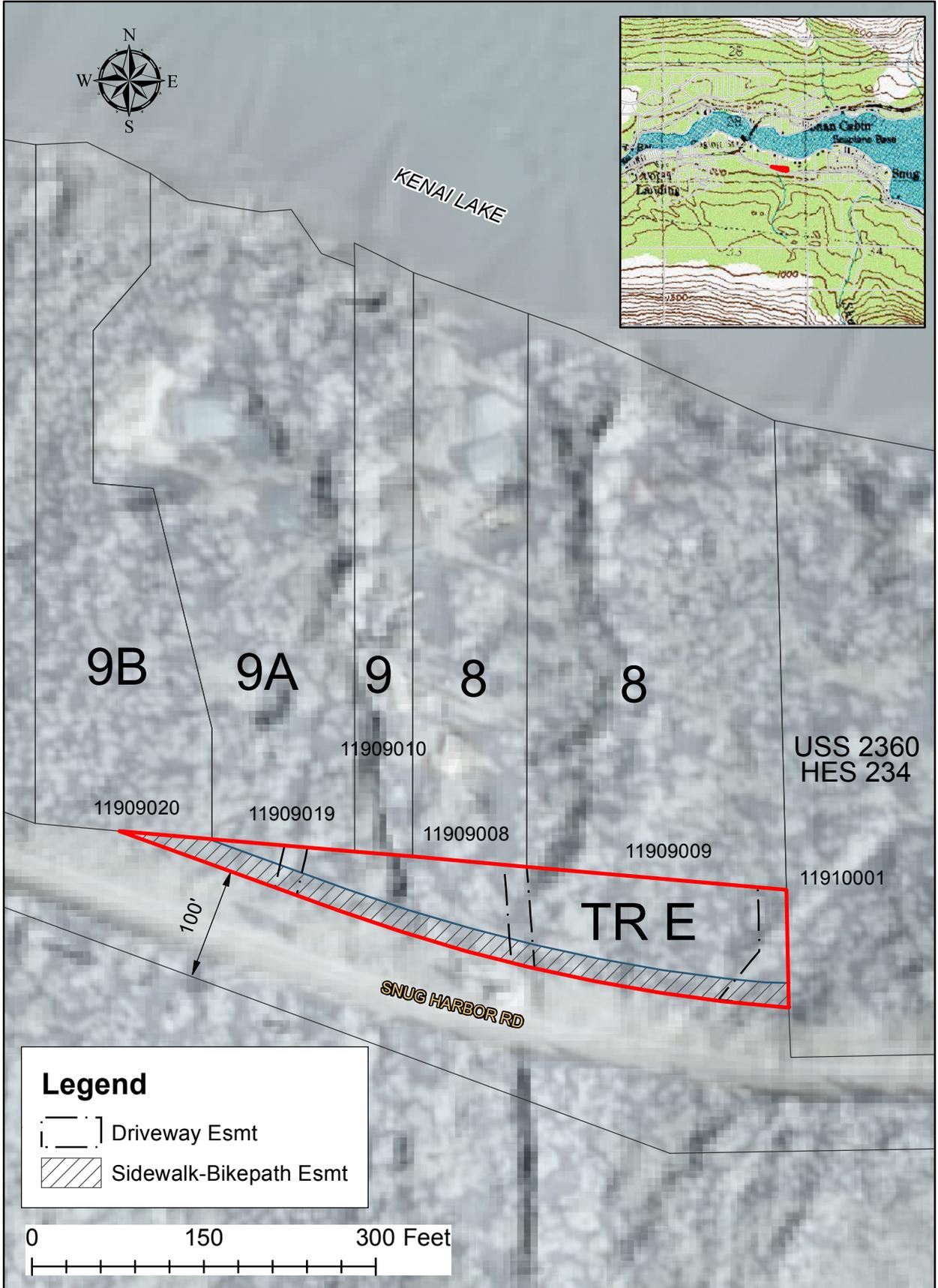
To Whom it may concern;

It has come to my attention
that Cheryl E Jones and Jerry D Jones
wishes to purchase parcel 119-119-05
(Tract E, ASLS 2003-5, Plat 2006-021.)

I own parcel 11909020 and 11909019.
Please acknowledge that I
have no objection to the purchase
of the above parcel referred to as
"the wedge".

Sincerely

Walter VERMILION
DOUG A. VERMILION



Kenai Peninsula Borough
Assessing Department

MEMORANDUM

TO: Julie Denison, Land Management Technician

THRU: Marcus Mueller, Acting Planning Director
Marcus Mueller, Land Management Officer

THRU: Melanie Aeschliman, Borough Assessor *MA*

FROM: Les Crane, Land Appraiser *LC*

DATE: 6/3/2020

RE: Determination of Fair Market Value – APN:119-119-05

Subject property is 0.89 acre parcel located in the Cooper Landing area, fronting on Snug Harbor Road. Property is currently subject to 3 individual driveway easements, 2 of which are located at the ends of the parcel and the 3rd roughly located in the middle of the property. Additionally, a small stream runs across the west portion of the property reducing the usable area to an estimated 0.50 acres. A 20' sidewalk/bike path easement along the southern edge of the property is also being proposed.

The estimated full fee value of the property is \$41,400. Factoring in adjustments for usable area, driveway & bike path easements, the estimated Fair Market Value is \$32,400

Please let me know if any additional information is required.

AGREEMENT TO SURVEY & PURCHASE PROPERTY

This Agreement is made on this _____ day of _____, 2020, by and between KENAI PENINSULA BOROUGH, an Alaska municipal corporation, whose address is 144 North Binkley Street, Soldotna, Alaska 99669 (hereinafter referred to as "KPB") and JERRY D. & CHERYLE E. JAMES, husband and wife, whose address is P.O. Box 527, Cooper Landing, AK 99572, (hereinafter referred to as "BUYER").

WHEREAS, KPB owns that real property located in the Seward Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Tract E, Alaska State Land Survey 2003-5, Plat No. 2006-21, Seward Recording District (hereinafter referred to as "Property")

WHEREAS, BUYER owns adjacent real property located in the Seward Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

T 5N R 3W SEC 28 SEWARD MERIDIAN SW 0002525 SNUG HARBOR GROUP U S SURVEY 2525 LOT 9 THE EAST 50 FT THEREOF (APN: 11909010)

T 5N R 3W SEC 28 SEWARD MERIDIAN SW 0002525 SNUG HARBOR GROUP U S SURVEY 2525 LOT 8 THE WEST 100 FT THEREOF (APN: 11909008)

T 5N R 3W SEC 28 SEWARD MERIDIAN SW 0002525 US SURVEY 2525 SNUG HARBOR GROUP LOT 8 EXCLUDING THE WEST 100 FT (APN: 11909009)

NOW THEREFORE, subject to the fulfillment of survey and platting requirements and in consideration of the promises herein contained, KPB hereby agrees to sell to BUYER, and BUYER hereby agrees to buy from KPB, the property on the terms and conditions as set forth below:

1. PLATTING AND SURVEY

BUYER will complete a subdivision plat which combines Tract E, Alaska State Land Survey 2003-5, Plat No. 2006-21, Seward Recording District, with their adjoining lots described above.

A. BUYER and KPB agree to allow access to their property for field surveying.

- B. The plat shall include a new 20-foot wide roadside public trail easement to be granted along that portion of the existing Tract E fronting the Snug Harbor Road right-of-way. Said easement may be used by the Alaska Department of Transportation for pedestrian improvements adjoining and parallel to Snug Harbor Road.
- C. Both BUYER and KPB must sign the final plat within 180 days of enactment of the ordinance authorizing the negotiated sale unless otherwise mutually agreed.

2. PURCHASE PRICE

The purchase price of the property, subject to survey and replatting, is Thirty-Two Thousand Four Hundred Dollars and No cents (\$32,400) to be paid as follows:

A. Down Payment

The following is herewith submitted to KPB and shall be held in escrow by KPB until closing or until this Agreement is otherwise terminated. This payment shall be credited towards the purchase price and costs unless this Agreement is otherwise terminated, in which case it shall be disbursed in accordance with the applicable provisions of this Agreement.

Three Thousand Two Hundred Forty Dollars and No cents (\$3,240.00) representing ten percent (10%) of the purchase price.

B. Balance

Twenty-Nine Thousand One Hundred Sixty Dollars and No Cents (\$29,160.00) representing the balance of the purchase price shall be paid pursuant to a Deed of Trust Note executed by BUYER in favor of KPB and secured by a Deed of Trust on the Property, with interest at the rate of (prime plus 2% on the date of ordinance) per annum, payable in one hundred twenty (120) equal monthly installments.

3. TITLE

Title to the parcel shall be delivered at time of closing by **quitclaim deed**, which shall be issued to BUYER. KPB sells only its interest in the property, if any, without warranty of any kind or nature whatsoever. Title shall also be subject to reservations, easements, rights-of-way, covenants, conditions and restrictions of record.

BUYER warrants and covenants that at the time of closing there shall be no liens or judgments recorded against BUYER.

4. SURVEY, ESCROW AND CLOSING COSTS

In addition to the purchase price, BUYER agrees to pay for all closing costs in connection with this Agreement, which may include, but are not limited to; escrow fees (set up and annual fee), document preparation fees, bank fees, recording fees, mortgagee's title insurance policy if sale is financed by KPB, an owner's policy of title insurance, if desired, or other fees associated with the process and financial option selected. All costs must be paid in full at the time of closing.

5. CLOSING

Closing is stipulated on the BUYER completing a subdivision plat which combines the property to be purchased with adjoining property currently owned by the BUYER. Closing will occur within 60 days after the new plat has been recorded.

At closing, BUYER will pay the balance of the purchase price with a certified check, money order, or personal check. Both parties will execute all documents required to complete this Agreement.

6. POSSESSION

Possession shall be delivered to BUYER at time of recording the prescribed deed.

7. BREACH BY BUYER; REMEDIES OF KPB

Prior to closing of the sale, in the event that BUYER fails to make any payment required, or fails to participate in closing and transfer of title within time periods specified in this Agreement, up to \$1,000.00 of BUYER's deposit shall be retained by KPB as liquidated damages. Additionally, other funds may be retained for out-of-pocket expenses incurred, and this Agreement shall be terminated.

If necessary to cure such breach, KPB may prepare and file a plat that reverts the land area of **Tract E, Alaska State Land Survey 2003-5, Plat No. 2006-21, Seward Recording District**, to its original configuration, of which BUYER will not withhold any necessary signature.

In addition to the foregoing, in the event of a default in the performance or observance of any of the agreement terms, conditions, covenants and stipulations thereto, either prior to or after the closing of the sale, and such default continues thirty days after written notice of the default, KPB may cancel the agreement or take any legal action for damages or recovery of the property. No improvements may be constructed, installed, or removed during the time which the contract is in default without written notice to KPB and the KPB's written approval.

8. NOTICE OF DEFAULT

Notice of default will be in writing as provided herein below. A copy of the notice will be forwarded to all lienholders or others who have properly recorded their interest in the purchase agreement with KPB.

9. REMOVAL OR REVERSION OF IMPROVEMENTS UPON CANCELLATION OF PURCHASE AGREEMENT

- A. BUYER covenants that improvements owned by the BUYER on KPB lands shall, within thirty calendar days after termination of the agreement, be removed by BUYER; provided, such removal will not cause injury or damage to the land; and further provided, that the mayor or planning director when applicable may extend time for removing such improvements in cases where hardship is proven. The retiring BUYER may, with consent of the mayor or planning director when applicable, dispose of BUYER'S improvements to the succeeding BUYER.
- 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 BUYER, under the terminated or canceled contract, be sold at public sale under the direction of the mayor and in accordance with provisions of KPB Chapter 5. Proceeds of the sale shall inure to the former BUYER, lessee, or permittee who placed such improvements and/or chattels on the lands, or his successors in interest, after paying to KPB all monies due and owing and expenses incurred in making such a sale. In case there are no other bidders at any such sale, the mayor is authorized to bid, in the name of KPB, on such improvements and/or chattels. Bid money shall be taken from the fund to which said lands belong, and the fund shall receive all moneys or other value subsequently derived from the sale or leasing of such improvements and/or chattels. KPB shall acquire all rights, both legal and equitable, that any other BUYER 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 mayor, are not removed within the time allowed, such improvements and/or chattels shall revert and absolute title shall vest in KPB. Upon request, BUYER, lessee, or permittee shall convey said improvements and/or chattels by appropriate instrument to KPB.
- D. Rental for Improvements or Chattels not Removed. Any improvements and/or chattels belonging to the BUYER and placed on the land during BUYER'S tenure with or without BUYER'S permission and remaining upon

the premises after termination of the contract shall entitle KPB to charge a reasonable rent therefor.

10. RESALE.

In the event that a purchase agreement should be terminated, canceled, forfeited or abandoned, and if said land is not immediately disposed of, then said land shall return to the Land Bank.

11. DEFENSE AND INDEMNIFICATION

The BUYER shall indemnify, defend, save and hold KPB, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys' fees resulting from BUYER'S negligent performance or failure to perform in accord with the terms of this Agreement in any way whatsoever. The BUYER shall be responsible under this clause for any and all claims of any character resulting from BUYER or BUYER'S officers, agents, employees, partners, attorneys, suppliers, and subcontractor's negligent 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, BUYER shall not be responsible for any damages or claims arising from the sole negligence or willful misconduct of the KPB, its agents, or employees.

12. ASSIGNMENTS

BUYER may assign the lands upon which BUYER has an agreement only in part to adjoining property owners through participation in a subdivision plat to achieve platting design standards, and will be deemed effective upon all parties signing the plat. Any parts so divided and assigned will be considered a cash sale under this agreement and any financed sale liens will apply wholly to the division of land held by the primary parties to this agreement. The assignment shall be subject to and governed by the applicable provisions of KPB Chapter 17.10 and the ordinance authorizing this purchase.

13. ENTIRE AGREEMENT

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

14. MISCELLANEOUS

- A. Covenants. BUYER agrees to comply with any Declaration of Covenants, Conditions and Restrictions of record, affecting the Property.
- B. No Warranty. BUYER acknowledges its responsibility to inspect the property. BUYER further agrees that KPB makes no warranties, either expressed or implied, nor assumes any liability whatsoever, regarding the social, economic or environmental aspects of the property, to include without limitation, soil conditions, water drainage, physical access, availability of personal use wood supplies now or in the future, or natural or artificial hazards which may or may not exist or merchantability, suitability, or profitability of the property for any use or purpose. The parties mutually agree that this transfer will not be covered by the Residential Real Property Transfers Act, AS 34.70.010 et. seq.
- C. No Warranty. BUYER acknowledges its responsibility to inspect the property. BUYER further agrees that KPB makes no warranties, either expressed or implied, nor assumes any liability whatsoever, regarding the social, economic or environmental aspects of the property, to include without limitation, soil conditions, water drainage, physical access, availability of personal use wood supplies now or in the future, or natural or artificial hazards which may or may not exist or merchantability, suitability, or profitability of the property for any use or purpose. The parties mutually agree that this transfer will not be covered by the Residential Real Property Transfers Act, AS 34.70.010 et. seq.
- D. Development. BUYER agrees that BUYER has no right to conduct activities on the property until title is transferred to BUYER. BUYER agrees the construction and maintenance of any improvements, roads, drainage systems and common areas shall be the responsibility of the BUYER, except as otherwise set forth in this purchase agreement including, but not limited to, due diligence activities and the surveying of the property. BUYER further agrees to comply with all federal, state, and KPB regulations regarding use and development of the property, which includes but is not limited to; State of Alaska, Department of Environmental Conservation regulations regarding water and sewer installation; Kenai Peninsula Borough Floodplain Development regulations; Alaska Department of Transportation Driveway Development authorizations; and if applicable, regulations of the U.S. Army Corps of Engineers regarding filling or draining any area within the property designated as wetlands by the appropriate authority.
- E. Time. Time is of the essence in performance of this Agreement.

- F. Cancellation. This agreement, while in good standing may be canceled in whole or in part, at any time, upon mutual written agreement by BUYER and the mayor or planning director when applicable. This purchase agreement is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts.
- G. Fire Protection. The BUYER shall take all reasonable precautions to prevent, and take all reasonable actions to suppress destructive and uncontrolled grass, brush, and forest fires on the land under agreement, and comply with all laws, regulations and rules promulgated and enforced by the protection agency responsible for forest protection within the area wherein the demised premises are located.
- H. Notice. Any notice or demand which under the terms of this agreement or under any statute must be given or made by the parties thereto, shall be in writing and be given or made by registered or certified mail, addressed to the other party at the address shown below:

BUYERS:
 Jerry D. & Cheryle E. James
 PO Box 527
 Cooper Landing, AK 99572

KPB:
 Kenai Peninsula Borough
 Land Management Division
 144 N. Binkley Street
 Soldotna, AK 99669-7520

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.

- I. Responsibility of Location. It shall be the responsibility of the BUYER to properly locate himself and his improvements on the purchased, leased, or permitted lands.
- J. Rights-of-way. All trails or roads in existence at the time the land is sold may be considered to be an easement for public use. Nothing herein shall prevent the mayor or planning director when applicable from specifically reserving such additional easements and rights-of-way across KPB lands as deemed reasonable and necessary prior to the sale thereof.
- K. Sanitation. The BUYER, lessee, or permittee shall comply with all regulations or ordinances which a proper public authority in its discretion shall promulgate for promotion of sanitation. Premises under purchase or lease agreement, or permit shall be kept in a clean and sanitary condition and every effort shall be made to prevent any pollution of waters and lands.

- L. Shore Land Public Access Easement. As established by AS 38.05, KPB lands sold or leased may be subject to a minimum 50-foot public access easement landward from the ordinary high water mark or mean high water mark.
- M. Violation. Violation of any provision of KPB Chapter 17.10 or of the terms of this purchase agreement may expose BUYER to appropriate legal action including forfeiture of purchase interest, termination, or cancellation of BUYER'S interest in accordance with state law.
- N. Written Waiver. Receipt of payment by KPB, regardless of knowledge of any breach of the purchase agreement by BUYER, or of any default on the part of BUYER, in observance or performance of any of the conditions or covenants of the agreement, shall not be deemed to be a waiver of any provision of the agreement. Failure of KPB to enforce any covenant or provision therein contained shall not discharge or invalidate such covenants or provision or affect the right of KPB to enforce the same in the event of any subsequent breach or default. Receipt by KPB of any payment of any other sum of money after notice of termination or after the termination of the agreement for any reason, shall not reinstate, continue or extend the agreement, nor shall it destroy or in any manner impair the efficacy of any such notice of termination unless the sole reason for the notice was nonpayment of money due and payment fully satisfies the breach.
- O. Construction. This Agreement shall be deemed to have been jointly drafted by both parties. It shall be constructed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Alaska. The titles of sections in this Agreement are not to be construed as limitations of definitions but are for identification purposes only.
- P. Effective Date. This Agreement has been executed by the parties on the day and year first above written.

KENAI PENINSULA BOROUGH

BUYER(S)

Charlie Pierce, Mayor

Jerry D. James

Cheryle E. James

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Johni Blankenship,
Borough Clerk

Sean Kelley,
Deputy Borough Attorney

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, 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 _____, 2020, by Jerry D. James.

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 _____, 2020, by Cheryle E. James.

Notary Public in and for Alaska
My commission expires: _____

Introduced by: Mayor
Date: 06/16/20
Hearing: 08/04/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-32**

**AN ORDINANCE AMENDING KPB 1.24, GENERAL PENALTY, KPB 12.04,
PARKING REGULATIONS, AND KPB 14.40 RIGHT OF WAY PERMITS, TO
REPLACE CIVIL FINES WITH CITATIONS TO IMPROVE ENFORCEMENT AND
BE CONSISTENT WITH OTHER RECENT CODE UPDATES**

WHEREAS, the Kenai Peninsula Borough Road Service Area (“RSA”) has the authority to regulate parking within borough rights-of-way pursuant to KPB 12.04 Parking Regulations; and

WHEREAS, the RSA is currently working on several updates and amendments to the borough code pertaining to roads; and

WHEREAS, as the borough code is updated, civil fines are being replaced with citations which are more enforceable; and

WHEREAS, as matters come up for review, chapters and sections pertaining to roads are reviewed and updated as necessary; and

WHEREAS, having recently reviewed a matter pertaining to KPB 12.04, Parking Regulations, it is apparent that the section on civil fines needs to be updated to parallel the remainder of the borough code updates; and

WHEREAS, as summer visitors have begun arriving on the Kenai Peninsula, the issue of recreational vehicles blocking borough rights-of-way and preventing regular maintenance has arisen; and

WHEREAS, while the borough has code language for these situations, that code language calls for civil fines which are impractical and would be very costly and difficult for an out of state visitor to contest; and

WHEREAS, removing the civil fines and substituting them with a citation format not only allows for more realistic enforcement, it also allows for significant cost savings to individuals and better opportunities to contest matters which they may feel are in error; and

WHEREAS, at its meeting held on July 14, 2020, the RSA Board recommended _____;

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

SECTION 1. That KPB 1.24.090 is hereby amended as follows:

1.24.090. Minor offense penalty schedule.

<u>Section</u>	<u>Offense Title</u>	<u>Fine Amount</u>
<u>KPB 5.12.117B</u>	<u>False Representations re: Exemptions on Property Taxes</u>	<u>\$500</u>
<u>KPB 5.12.380B</u>	<u>False Representations re: Property Taxes</u>	<u>\$500</u>
<u>KPB 5.18.620A</u>	<u>Failure to Timely File Sales Tax Returns or Remit Taxes</u>	<u>\$500</u>
<u>KPB 5.18.630</u>	<u>Failure to Keep Adequate Sales Tax Records</u>	<u>\$500</u>
<u>KPB 5.18.640A</u>	<u>Misuse of Resale or Exempt Card</u>	<u>\$500</u>
<u>KPB 10.18.020</u>	<u>Use of Fireworks within the Borough</u>	<u>\$500</u>
<u>KPB 10.18.050</u>	<u>Sale of Fireworks</u>	<u>\$500</u>
<u>KPB 10.20.080</u>	<u>Fail to Report Hazardous Materials</u>	<u>\$750</u>
<u>KPB 11.10.030</u>	<u>Operation of Gambling Establishment or Game of Chance</u>	<u>\$1,000</u>
<u>KPB 12.04.020</u>	<u>Parking in a designated No Parking Area</u>	<u>\$100</u>
<u>KPB 12.04.070</u>	<u>Parking in Manner that Impedes Traffic or Maintenance</u>	<u>\$100</u>
<u>KPB 12.08.020(b)</u>	<u>Abandoned Vehicle on Property not Designated for Vehicle Disposal</u>	<u>\$100</u>
<u>KPB 12.08.030(c)</u>	<u>Abandoned Vehicle on Private Property</u>	<u>\$100</u>
<u>KPB 12.08.040(a)</u>	<u>Junk Vehicle Placed or Remaining on Borough Property or ROW</u>	<u>\$100</u>
<u>KPB 12.40.300(A)</u>	<u>Encroachment without a Permit</u>	<u>\$100</u>
<u>KPB 20.10.030F</u>	<u>Sale of subdivision land prior to Final Plat</u>	<u>\$750</u>

SECTION 2. That KPB 12.04.080 is hereby amended, as follows:

12.04.080. - Parking regulation — [VIOLATIONS — CIVIL PENALTIES] — Towing.

Vehicles or equipment parked on a road in violation of this regulation shall be towed at the owner's expense[, IN ADDITION TO A FINE OF UP TO \$250.00 FOR EACH DAY THE PARKING REGULATION IS VIOLATED AS MORE SPECIFICALLY SET FORTH IN KPB 12.04.100].

SECTION 3. That KPB 12.04.085 is hereby enacted to read as follows:

12.04.085. Violations and penalties.

Any violation of this chapter is an infraction. The fine for offenses in this title is the fine provided in the minor offense fine schedule found in KPB 1.24.090. If no fine is listed in the fine schedule for an offense, then the defendant must appear in court and is subject to the fine provided in KPB 1.24.070.

SECTION 4. That KPB 12.04.090 - Parking Regulation – Civil Penalty - Notice is hereby repealed.

SECTION 5. That KPB 12.04.100 - Civil Penalties- Schedule is hereby repealed.

SECTION 6. That KPB 12.04.110 – Civil Penalties – Citation – Answer – Hearing – Appeal is hereby repealed.

SECTION 7. That KPB 14.40.300 – Remedies for violations – is hereby amended to add a new paragraph (A), as follows:

A. *Infractions.* Any violation of this chapter is an infraction. The fine for offenses in this title is the fine provided in the minor offense fine schedule found in KPB 1.24.090. If no fine is listed in the fine schedule for an offense, then the defendant must appear in court and is subject to the fine provided in KPB 1.24.070.

B.[A] *Court Action.* For any violation of this title the borough may bring a civil action in superior court against the violator for any one or more of the following:

1. To enjoin or abate the violation. Upon application for injunctive relief and a finding that a person is in violation or threatening a violation, the superior court shall enjoin the violation.
2. To require the restoration of any structure, vegetation, land, water body or other thing upon the land that is destroyed, damaged, altered or removed in such violation.
3. To recover damages to the borough caused by the violation.
4. To recover a civil penalty not exceeding \$1,000.00 for each violation, pursuant to AS 29.25.070(b) as now enacted or hereinafter amended.

C.[B] *Borough Enforcement Proceeding.* For any violation of this chapter, the borough may bring an administrative enforcement proceeding under KPB 14.40.320 - .340 against the violator for any one or more of the following:

1. To correct or abate the violation.
2. To recover a civil fine not exceeding \$500.00 per day for each violation in accord with the fine schedule set forth at KPB 14.40.380.

D.[C] *Cease and desist order.*

1. The RSA director may issue a cease and desist order if the director determines that any person or entity is violating the terms of a RSA permit or KPB chapter 14.40. The order may require that the person or entity immediately cease all activity within the right-of-way, even if previously permitted to conduct work, upon receiving notice of the order. Notice may be given in person, or via telephone, e-mail, or facsimile.
2. The person or entity may request an informal meeting with the RSA director to attempt to resolve the violation. The RSA director has discretion to engage in an informal review and may require remedial action, modify the terms of a permit, or establish new permit conditions at the informal meeting. Any such changes must be consistent with mandatory conditions pursuant to KPB chapter 14.40 and the original terms and intent of the permit. The cease and desist order will remain in effect until such time as the RSA director withdraws the order.
3. The RSA director may post a cease and desist order within the affected right-of-way if the person violating chapter KPB chapter 14.40 cannot be ascertained. Removal of a posted notice is subject to the fines set forth in KPB 14.40.380.
4. The person or entity subject to a cease and desist order is entitled to review of the RSA director's decision before the RSA board under KPB 14.40.130.

E.[D] *Permit revocation.*

1. If the RSA director and permittee do not resolve permit violation(s) informally under KPB 14.40.300(C)(2), or if the violations cannot be resolved informally, the RSA director may revoke any permit issued under KPB chapter 14.40. The RSA director is not required to engage in an informal resolution process before revoking a permit.
2. A permit may be revoked at the discretion of the RSA director for failure to comply with the terms of the permit or borough code, or for impacts to the exercise of borough duties, access, or public safety. The permittee is entitled to review before the RSA board regarding the revocation subject to KPB 14.40.130.
3. A permittee who continues with work under a revoked permit is subject to fines as set forth in KPB 14.40.380.

E.[E] No remedy provided in this section is exclusive, but is cumulative of all other remedies available under this chapter or at law or in equity.

SECTION 8. That this ordinance shall take effect immediately upon its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF * 2020.

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Roads Department

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor CP

FROM: Dil Uhlin, Roads Director DU

DATE: June 4, 2020

RE: Ordinance 2020-32 Amending KPB 1.24, General Penalty and KPB 12.04, Parking Regulations to Replace Civil Fines with Citations to Improve Enforcement and be Consistent with Other Recent Code Updates (Mayor)

The borough is in the process of updating ordinances relating to the Roads Department. During the review process, the citizens of Lowell Point Subdivision in Seward, Alaska contacted the Roads Department regarding enforcement of the "No Parking" and "Tow Away" zone signs located throughout the neighborhood. The residents submitted a petition, signed by more than 50 percent of the land owners, requesting the borough enforce the signs.

Upon researching the signage issues, the borough could not locate any authorization for placement of the signs. Additionally, a review of the enforcement section of the code, KPB 12.04, indicated a need for revision.

On May 12, 2020, the Road Service Area Board ("Board") passed Resolution 2020-003 officially authorizing the "No Parking" and "Tow Away" zone signs. The Board determined these signs are necessary in order to prevent significant congestion which prevents emergency vehicles from gaining access through the residential streets during an emergency, particularly during the busy summer months.

That same day, the Board approved Resolution 2020-004, recommending amendments to KPB 1.24 and KPB 12.04. The amendments update a violation of the parking regulations from a civil matter to an infraction, allowing the matter to be resolved by a simple citation. The amendment also removes the graduated penalties of first, second, and third offenses since a code enforcement officer would have no way of knowing this information while in the field.

Page -2-
June 4, 2020
RE: O202- 32

These changes are consistent with other recent borough code amendments and allow for uniformity in processing violations of borough code.

Your consideration is appreciated.

Introduced by: Mayor
Date: 08/04/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-050**

**A RESOLUTION ACCEPTING \$160,000 FROM THE STATE OF ALASKA
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS, DIVISION OF
HOMELAND SECURITY AND EMERGENCY MANAGEMENT FOR EMERGENCY
MANAGEMENT OPERATIONS**

WHEREAS, the borough’s Office of Emergency Management (“OEM”) is responsible for disaster management and activities; and

WHEREAS, the State of Alaska receives funding from the Federal Emergency Management Agency to support the efforts of local governments in emergency preparedness and response; and

WHEREAS, OEM applied for funding under the 2020 Emergency Management Performance Grant program administered by the Alaska Department of Military and Veterans Affairs, Division of Homeland Security & Emergency Management (“DHS & EM”); and

WHEREAS, the borough received notice from DHS & EM of a grant award in the amount of \$160,000 to support personnel and activities essential to local emergency management; and

WHEREAS, the grant program requires a local match of non-federal funds on a 50/50 ratio, or dollar-to-dollar match, for expenditures made from July 1, 2020, through June 30, 2021; and

WHEREAS, the match requirement will be met through operational expenditures of OEM and the planning department; and

WHEREAS, grant funds were anticipated during the budget process and were appropriated as part of FY2021 budget;

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

SECTION 1. That the mayor is authorized to accept grant funds in the amount of \$160,000 from the State of Alaska Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management, for emergency management operations and is authorized to execute all documents deemed necessary to accept the grant.

SECTION 2. That expenditures associated with the grant funds will be recorded to account 100.11250.EMP21.4XXXX.

SECTION 3. This resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 4TH DAY OF AUGUST, 2020.

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor *CP*
Brandi Harbaugh, Finance Director *BH*
Brenda Ahlberg, Community & Fiscal Projects Manager *Bl*

FROM: Dan Nelson, OEM Senior Manager *DN*

DATE: July 23, 2020

SUBJECT: Resolution 2020-050, Accepting \$160,000 from the State of Alaska Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management for Emergency Management Operations (Mayor)

The borough has received funding from the State of Alaska Division of Homeland Security and Emergency Management for disaster management activities. This funding is provided by the Federal Emergency Management Agency under the Emergency Management Performance Grant ("EMPG") program.

The purpose of the EMPG program is to assist in the development, maintenance and improvement of state and local emergency management capabilities in responding to disasters that may result from natural or man-made events.

The borough's Office of Emergency Management ("OEM") applied for this funding and received a notice of award in the amount of \$160,000. The grant will offset staff salary percentages directly associated with the EMPG program. There is a 50/50 matching fund ratio of non-federal funds. The match funds will be supplied from the balance of the OEM department FY2021 annual budget.

Activities eligible for reimbursement include personnel and activity costs associated with public education on emergency response plans and individual emergency planning; improving borough emergency response plans; developing hazard and risk assessments and evacuation planning activities.

Dan Nelson, OEM Senior Manager, will provide grant management and project completion. Project performance period ends June 30, 2021.

FINANCE DEPARTMENT MATCH ACCOUNT/FUNDS VERIFIED	
Acct. No. <u>100.11250.00000.40XXX - \$160,000.00</u>	
By: <u><i>CJ</i></u>	Date: <u>7/21/2020</u>

Attachment: award letter



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Military and
Veterans Affairs**

Division of Homeland Security and
Emergency Management

P.O. Box 5750
JBER, AK 99505-0800
Main: 907.428.7000
Fax: 907.428.7009
ready.alaska.gov

June 30, 2020

The Honorable Charlie Pierce, Mayor
Kenai Peninsula Borough
144 N. Binkley Street
Soldotna, AK 99669

RE: 2020 Emergency Management Performance Grant, EMS-2020-EP-00001-S01
State Grant No.: 20EMPG-GY20

Certified Mail: 9171 9690 0935 0210 4303 42

Mayor Pierce:

We received funds from the Federal Emergency Management Agency (FEMA) under the 2020 Emergency Management Performance Grant (EMPG). We are pleased to award the Kenai Peninsula Borough the amount of \$160,000.00 under this grant.

EMPG performance includes but is not limited to the following:

- Accomplishment of activities identified in the jurisdiction's 2020 EMPG Work Plan.
- Update or completion of the Whole Community Input Form (WCIF).
- Development of a local jurisdiction Multi-Year Training and Exercise Plan (TEP) to be submitted to DHS&EM at the State's multi-year Training and Exercise Plan Workshop (TEPW). This event may be held in conjunction with the 2021 Preparedness Conference or by other means and conditions allow.
- EMPG-funded personnel should make every attempt to participate in no less than three exercises during the performance period. Exercises may be discussion-based (seminars, workshops, tabletop simulations) or operations-based (drills, functional exercises, full scale exercises). Sponsored opportunities by us may be available during the performance period. Real world events may not always count as exercise participation.
- Continued utilization and work towards adoption and implementation of the National Incident Management System (NIMS). The Alaska Assessment is the required means to report NIMS adoption and implementation.
- Complete the FEMA Independent Study Professional Development Series.
- Timely quarterly progress report submissions.
- Dollar-for-dollar, in-kind match.

EMPG funding allocations to local jurisdictions are a direct result of continued reporting on actual funds spent at the local level on emergency management activities. With that in mind, we encourage reporting all funds spent on emergency management activities even if they exceed the required match.

Mayor Pierce
June 30, 2020
Page 2 of 3

Federal regulations (CFR Part 200.430) requires charges for federal awards for salaries and wages must be based on records that accurately reflect the work performed, and after the fact determination of the actual total activity of the employee. This includes all funding sources and all hours for the pay period to be accounted for when submitting for reimbursement. The required documentation for reimbursement includes payroll reports or timesheets signed and certified that capture the employee's name, position, payroll time period, breakdown of all hours charged to each allocation to total 100% of employee's worked time, amount paid, and copies of the corresponding pay warrants, are acceptable. Completion of the Optional Financial Work Sheet for Identifying & Certifying Program Costs Worksheet available at <http://ready.alaska.gov/grants> may be submitted with the appropriate financial reconciliation in lieu of timesheets.

Enclosed are two pre-signed Obligating Award Documents (OADs). Please review the information for accuracy. Sign the obligating documents, keep one original for your records, and return the other original within 30 days of jurisdiction receipt to:

State Administrative Agency Point of Contact
PO Box 5750
JBER, AK 99505

If the OAD cannot be returned within 30 days due to local jurisdiction policies, a Notice of Intent to Accept Grant Award form must be submitted. The form and instructions are available for download on our Grants website, <http://ready.alaska.gov/grants>.

If signatory points of contact have changed since submittal of the application, please complete and return a Signatory Authority Form with the signed OAD. The Signatory Authority Form is available for download on our Grants website. If needed, electronic payment enrollment forms are also available upon request.

Due to an internal computer database change over, Project Budget Details are not available at this time and documentation will be emailed to the identified project manager as soon as possible. Submitted Funded Staff Worksheets and Annual Work Plans have been reviewed and are approved at the funding amount stated on your OAD.

Mayor Pierce
June 30, 2020
Page 3 of 3

If you have any questions, please contact the Division Project Manager for this grant, Kevin Reeve, at (907) 428-7019 or by email at kevin.reeve@alaska.gov.

Sincerely,



William A. Dennis
Administrative Operations Manager

Enclosure(s): (2 originals) Obligating Award Document

cc: Dan Nelson, Jurisdiction Project Manager
Brandi Harbaugh, Jurisdiction Chief Financial Officer

Introduced by: Mayor
Date: 08/04/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-051**

A RESOLUTION APPROVING A SOLE SOURCE AWARD TO EAGLEVIEW™ FOR THE PURCHASE AND IMPLEMENTATION OF PICTOMETRY OBLIQUE IMAGERY

WHEREAS, AS 29.45.150 provides that a systematic reevaluation of taxable real property by the assessor must be completed in the shortest period of time practicable, as fixed by resolution; and

WHEREAS, Resolution 2003-008 established the timeframe for systematic reevaluation of real property to be not greater than five years which is not feasible using the current processes; and

WHEREAS, implementation of oblique imagery for capturing field inspections will allow for canvass inspections to continue with limited or no contact between property owners and borough staff; and

WHEREAS, limiting contact during a public health crisis is in the best interests of both the public and the borough; and

WHEREAS, the borough's Assessing Department uses Thomson Reuters ProVal CAMA for real property valuation; and

WHEREAS, Eagleview™ is the only oblique imagery product that will integrate with Thomson Reuters for use with ProVal CAMA; and

WHEREAS, KP 5.28.280(B) requires assembly approval of purchases without competition costing more than \$40,000;

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

SECTION 1. That the assembly approves the sole source purchase of oblique imagery from Eagleview™ in the amount of \$379,852.82.

SECTION 2. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 4TH DAY OF AUGUST, 2020.

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor *CP*

FROM: Adeena Wilcox, Appraisal Manager *AW*
Melanie Aeschliman, Director of Assessing *MA*
John Hedges, Purchasing and Contracting Director *JH*
Brenda Ahlberg, Community & Fiscal Projects Manager *BA*

DATE: July 23, 2020

RE: Resolution 2020- 051, Approving a Sole Source Award to Eagleview™
for the Purchase and Implementation of Pictometry Oblique Imagery
(Mayor)

The Kenai Peninsula Borough (KPB) Assessing Department, through CARES Act Funding (CAR16), is requesting authorization to sole source the purchase of oblique imagery from Eagleview™.

The KPB currently utilizes Thomson Reuters (TR) ProVal CAMA product to maintain and record assessment appraisal information. Eagleview™ is currently the only oblique imagery vendor capable of integrating with ProVal. In addition, Eagleview™ includes bi-directional navigation with Geocortex HTML5 viewer used by the KPB GIS team. The Matanuska-Susitna Borough and the Fairbanks North Star Borough both recently requested sole source approval for this contractor due to the required quality of oblique imagery for assessment purposes and the fact that Eagleview™ is the only vendor using the technology compatible with their current systems.

The use of Eagleview™ oblique imagery will allow the department to continue to meet State of Alaska and KPB assessment requirements and not fall further behind in the inspection cycle due to the physical restrictions that the Covid-19 pandemic has imposed upon this process. The imagery is a solution to maintaining the recommended CDC requirements to slow the spread of the disease.

The Assessing Department respectfully requests assembly approval for this sole source purchase of oblique imagery from Eagleview™ in the amount of \$379,852.82.

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No: <u>271.95151.CAR16.43011</u>	
Amount <u>\$379,852.82</u>	
By: <u><i>CP</i></u>	Date: <u>7/22/2020</u>
By: <u><i>BA</i></u>	

Introduced by: Mayor
Date: 08/04/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-052**

**A RESOLUTION PROVIDING AUTHORIZATION FOR SOLE SOURCE
PROCUREMENT TO ENTER INTO A THREE YEAR SOFTWARE LICENSING AND
SERVICES AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.**

WHEREAS, the Kenai Peninsula Borough GIS Division has requested a sole source authorization for GIS software licensing and services in the annual amount of \$50,350, for three years, subject to annual appropriation and availability of funds; and

WHEREAS, KPB 5.28.280 requires assembly approval by resolution of most purchases without competition costing more than \$40,000; and.

WHEREAS, Environmental Systems Research Institute, Inc. (ESRI) is the industry standard for GIS software and is the central software of the Kenai Peninsula Borough GIS system serving all areas and agencies of the borough; and

WHEREAS, Environmental Systems Research Institute (ESRI) software licensing and services are offered to municipal governments based on standardized rates, customized to the needs of the organization; and

WHEREAS, ESRI software and licensing is included in the FY21 budget and funding is available in GIS Division Software Licensing account number 100.11232.43019;

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

SECTION 1. That the mayor is authorized to award a contract without competition to Environmental Systems Research, Inc. to provide GIS software licensing and services in the annual amount of \$50,350, for three years, subject to annual appropriation and availability of funds.

SECTION 2. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 4TH DAY OF AUGUST, 2020.

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Planning Department – GIS Division

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor *CP*
John Hedges, Purchasing & Contract Director *JH*

FROM: Marcus A. Mueller, Acting Planning Director *M A Mueller*

DATE: July 23, 2020

RE: Resolution 2020-052, Providing Authorization for Sole Source Procurement to Enter into a Three Year Software Licensing and Services Agreement with Environmental Systems Research Institute, Inc. (Mayor)

The Kenai Peninsula Borough GIS Division uses Environmental Systems Research Institute, Inc. (ESRI) software to provide spatial data and analysis services to all KPB departments and service areas. This software is especially critical to 911, Emergency Services, Assessing, and Planning. It is the foundation of all internal GIS infrastructure (data, maps, automated solutions) and our public-facing applications such as the online viewers and COVID-19 information hub.

KPB 5.28.280 requires assembly approval by resolution of most purchases without competition costing more than \$40,000. This resolution would authorize the administration to award a three-year contract to ESRI without competition to provide GIS software licensing and services. ESRI is the industry standard for GIS software – there are no other comparable companies or products. ESRI software is offered to municipal governments at standardized rates, in packages customized to the needs of the organization. This contract includes licensing for all software, training and support for the next three years.

Your consideration of this request is appreciated.

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>100.11232.43019</u>	
Amount <u>\$50,350.00</u>	
By: <u><i>CP</i></u>	Date: <u>7/23/2020</u>
By: <u><i>BH</i></u>	

April 24, 2020

Bobbi Jo Lay
Borough of Kenai Peninsula
144 N Binkley St
Soldotna, AK 99669-7520

Dear Bobbi Jo,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: service@esri.com
Attn: Customer Service SG-EA	fax documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Terri Morganson



Quotation # Q-386350

Date: April 24, 2020

Customer # 204781 Contract # ENTERPRISE AGREEMENT

Borough of Kenai Peninsula
GIS Dept
144 N Binkley St
Soldotna, AK 99669-7520

ATTENTION: Bobbi Jo Lay
PHONE: 907 714 2435
EMAIL: rlay@borough.kenai.ak.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/24/2020 To: 7/23/2020*

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 2	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 3	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
153417	2		\$50.00	\$100.00
ArcGIS Business Analyst Web App Online Term License Year 1				
153417	2		\$50.00	\$100.00
ArcGIS Business Analyst Web App Online Term License Year 2				
153417	2		\$50.00	\$100.00
ArcGIS Business Analyst Web App Online Term License Year 3				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Terri Morganson	Email: tmorganson@esri.com	Phone: (909) 369-8905 x8905
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

MORGANSONT **This offer is limited to the terms and conditions incorporated and attached herein.**



Quotation # Q-386350

Date: April 24, 2020

Customer # 204781 Contract # ENTERPRISE AGREEMENT

Borough of Kenai Peninsula
GIS Dept
144 N Binkley St
Soldotna, AK 99669-7520

ATTENTION: Bobbi Jo Lay
PHONE: 907 714 2435
EMAIL: rlay@borough.kenai.ak.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/24/2020 To: 7/23/2020

Subtotal:	\$165,300.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$165,300.00

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Unit Price	Total
161877	1	\$50,350.00	\$50,350.00

Small Government and Local Utility EA Esri Enterprise Advantage Program (EEAP): 50 Technical Advisor Hours/ 50 Learning and Services Credits - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one day annual planning session; up to 50 Technical Advisor hours; Quarterly Technology Webcasts and 50 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services>. All travel specified in this quote is subject to Esri's business continuity measures regarding COVID-19(>,<)> including the most current Federal, State, and Local Government restrictions and Centers for Disease Control and Prevention (CDC) travel advisory recommendations. All proposed project schedules are tentative and will be adjusted based on the most current COVID-19 information available, and mutual agreement of the parties.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Terri Morganson	Email: tmorganson@esri.com	Phone: (909) 369-8905 x8905
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

MORGANSONT **This offer is limited to the terms and conditions incorporated and attached herein.**



Quotation # Q-386350

Date: April 24, 2020

Customer # 204781 Contract # ENTERPRISE AGREEMENT

Borough of Kenai Peninsula
GIS Dept
144 N Binkley St
Soldotna, AK 99669-7520

ATTENTION: Bobbi Jo Lay
PHONE: 907 714 2435
EMAIL: rlay@borough.kenai.ak.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/24/2020 To: 7/23/2020

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Small Government and Local Utility EA Esri Enterprise Advantage Program (EEAP): 50 Technical Advisor Hours/ 50 Learning and Services Credits - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one day annual planning session; up to 50 Technical Advisor hours; Quarterly Technology Webcasts and 50 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services>. All travel specified in this quote is subject to Esri's business continuity measures regarding COVID-19(>,<)> including the most current Federal, State, and Local Government restrictions and Centers for Disease Control and Prevention (CDC) travel advisory recommendations. All proposed project schedules are tentative and will be adjusted based on the most current COVID-19 information available, and mutual agreement of the parties.

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Small Government and Local Utility EA Esri Enterprise Advantage Program (EEAP): 50 Technical Advisor Hours/ 50 Learning and Services Credits - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one day annual planning session; up to 50 Technical Advisor hours; Quarterly Technology Webcasts and 50 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services>. All travel specified in this quote is subject to Esri's business continuity measures regarding COVID-19(>,<)> including the most current Federal, State, and Local Government restrictions and Centers for Disease Control and Prevention (CDC) travel advisory recommendations. All proposed project schedules are tentative and will be adjusted based on the most current COVID-19 information available, and mutual agreement of the parties.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Terri Morganson	Email: tmorganson@esri.com	Phone: (909) 369-8905 x8905
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

MORGANSONT **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

ArcGIS Monitor

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) Esri CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 Insights in ArcGIS Enterprise
5 Insights in ArcGIS Online
50 Tracker for ArcGIS Enterprise
50 Tracker for ArcGIS Online
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
4 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if

Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.
 - d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.
- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
 - b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be

no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Introduced by: Mayor
Date: 08/04/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-053**

A RESOLUTION AUTHORIZING THE CENTRAL PENINSULA LANDFILL'S SOLE SOURCE PROCUREMENT OF A REPLACEMENT TRANSMISSION FOR THE VOLVO L150G LOADER

WHEREAS, the Kenai Peninsula Borough Solid Waste Department has requested a sole source authorization for the purchase of a replacement transmission for the Volvo L150G loader at Central Peninsula Landfill in the estimated amount of \$85,000; and

WHEREAS, Construction Machinery, Inc. is the only manufacturer authorized warranty and service facility in the State of Alaska authorized to provide the warranty and service requirements for the Volvo L150G loader; and

WHEREAS, funding is available in Solid Waste Department account numbers 411.32122.21TRN.42360, 411.32122.21TRN.43750 and 411.32122.21TRN.49999;

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

SECTION 1. That the mayor is authorized to award the sole source procurement of material and labor for the replacement transmission for the Volvo L150G loader to Construction Machinery, Inc.

SECTION 2. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 4TH DAY OF AUGUST, 2020.

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Solid Waste Department

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor *CP*
John Hedges, Purchasing & Contract Director *JH*

FROM: Daniel Kort, Solid Waste Director *DK*

DATE: July 23, 2020

RE: Resolution 2020-~~053~~ Authorizing the Central Peninsula Landfill's Sole Source Procurement of a Replacement Transmission for the Volvo L150G Loader (Mayor)

The Kenai Peninsula Borough Solid Waste Department (SWD) appropriated \$85,000.00 in its FY2021 budget for the replacement of the failing transmission in its Volvo L150G loader. The Volvo L150G loader is critical to ensure continued operational capacity at the Kenai Peninsula Borough's Central Peninsula Landfill and is an integral part of the Central Peninsula Landfill equipment fleet.

The Volvo L150G loader requires a remanufactured transmission to be installed along with various interconnected components inherent to the powertrain operation. The work must be completed by a certified Volvo dealership. Construction Machinery, Inc. is the only in-state certified Volvo dealership. In order to maintain warranty and service requirements, the SWD is requesting authorization to sole source the procurement of material and labor for the necessary equipment maintenance service to Construction Machinery, Inc. at the not to exceed amount of \$85,000.00.

Your consideration of this resolution is appreciated.

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. Nos.	<u>411.32122.21TRN.42360 (\$68,787.96)</u> <u>411.32122.21TRN.43750 (\$11,600.00)</u>
Amount	<u>\$80,387.96</u>
By: <i>CP</i>	Date: <u>7/22/2020</u>
By: <i>BH</i>	

Introduced by: Mayor
Date: 08/04/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-054**

**A RESOLUTION AUTHORIZING THE BOROUGH, ON BEHALF OF THE SOUTH
KENAI PENINSULA HOSPITAL SERVICE AREA, TO ENTER INTO A LONG-TERM
LEASE AGREEMENT FOR A PROFESSIONAL OFFICE BUILDING AT 4251
BARTLETT STREET, HOMER, ALASKA**

- WHEREAS**, South Peninsula Hospital is subleased and operated by South Peninsula Hospital, Inc. (“SPHI”) under the Operating Agreement for South Peninsula Hospital effective January 1, 2020; and
- WHEREAS**, the borough, on behalf of the South Kenai Peninsula Hospital Service Area, holds a lease of the building located at 4251 Bartlett Street; and
- WHEREAS**, said lease will expire on October 31, 2020; and
- WHEREAS**, SPHI desires to continue its use at this location and has requested a new 10-year lease agreement; and
- WHEREAS**, the proposed new lease area contains a 960 square foot building for a 10-year term with two 10-year renewal options and a first right-of-refusal to purchase the land and building; and
- WHEREAS**, this resolution does not authorize the purchase of the leased property, nor does the execution of the lease obligate the borough to purchase the leased property; and
- WHEREAS**, this property is included as a part of the sublease to SPHI, and would continue to be under the new lease; and
- WHEREAS**, pursuant to KPB 17.10.040, assembly approval of the acquisition of interests in land shall be by resolution upon receipt of the planning commission’s recommendation; and
- WHEREAS**, the SPHI Board at its regularly scheduled meeting of May 27, 2020 recommended approval of this resolution; and
- WHEREAS**, the South Kenai Peninsula Hospital Service Area Board at its regularly scheduled meeting of June 11, 2020, recommended approval of this resolution; and

WHEREAS, the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of July 13, 2020, recommended approval by unanimous consent;

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

SECTION 1. That the borough is authorized to lease from Mark Halpin and B. Isabel Halpin, the 960 sq. ft. building located at 4251 Bartlett Street, Homer, Alaska 99603, situated within the property described as follows:

Lot 2A, Block 8, Fairview Subdivision, Halpin Addition, according to Plat No. 2009-43, Homer Recording District, Third Judicial District, State of Alaska.

SECTION 2. That the lease term shall be for 10-years with two 10-year renewal options. Initial rent shall be \$1,920 per month (\$23,040 per year) during the first two years of the lease and shall be annually adjusted by two percent in years 3 through 10, and adjusted by 1 percent in years 11 through 30.

SECTION 3. That the lease shall contain a first right-of-refusal to purchase in favor of the borough, subject to separate authorizations, including those required under KPB 17.10 and the appropriation and availability of funds.

SECTION 4. The purpose of this acquisition is to provide clinical services.

SECTION 5. That pursuant to KPB 17.10.080(C), no land classification is proposed for this rental property.

SECTION 6. That the mayor is authorized to execute a lease agreement as described in this resolution and substantially in the form of the lease agreement presented herewith, and to make any other agreements deemed necessary in accordance with this resolution. If the Operating Agreement terminates during the term of the lease without a new similar agreement in place, then the borough may sublet the property to another entity subject to approval of the owner. Additionally, the lease term shall be subject to the appropriation and availability of funds.

SECTION 7. That expenditures for the lease will be paid by SPHI for the term of the Operating Agreement, including any extension or renewal thereof of any subsequent similar agreement with the borough, or until the lease is terminated, whichever occurs first.

SECTION 8. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 4TH DAY AUGUST, 2020.

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Planning Department – Land Management Division

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor *CP*
Marcus Mueller, Acting Planning Director *MM*
Marcus Mueller, Land Management Officer *MM*

FROM: Julie Denison, Land Management Technician *JD*

DATE: July 23, 2020

RE: Resolution 2020-054, Authorizing the Borough, on Behalf of the South Kenai Peninsula Hospital Service Area, to Enter into a Long-Term Lease Agreement for a Professional Office Building at 4251 Bartlett Street, Homer Alaska (Mayor)

On behalf of South Peninsula Hospital, Inc. (SPHI), the borough has leased the building located at 4251 Bartlett Street in Homer since 2010. The lease expires on October 31, 2020. A new lease has been prepared.

This resolution would authorize a lease of the property located at 4251 Bartlett Street. The leased property includes a 960 square foot building and parking lot on 0.39 acres. The initial lease term is 10-years with the possibility of two 10-year renewal terms. Rent begins at \$2.00 per square foot per month plus utilities, taxes, and insurance and the costs of general upkeep such as janitorial and grounds maintenance.

The leased property is part of the SPH Operating Agreement and would continue to be under the new lease. Per the terms of the agreement, SPHI will be directly responsible for the costs of this lease.

Your consideration of this resolution is appreciated.

Kenai Peninsula Borough
Planning Department

MEMORANDUM

TO: Kelly Cooper, Assembly President
Kenai Peninsula Borough Assembly Members

THRU: Charlie Pierce, Borough Mayor *qcb*

FROM: Marcus A. Mueller, Acting Planning Director *MAM*

DATE: July 14, 2020

RE: Resolution 2020-XXX; A resolution authorizing the Borough, on behalf of the South Kenai Peninsula Hospital Service Area, to enter into a long-term lease agreement for a professional office building at 4251 Bartlett Street, Homer Alaska

The Kenai Peninsula Borough Planning Commission reviewed the subject resolution during their regularly scheduled July, 13, 2020 meeting.

A motion passed by unanimous vote (9 Yes, 0 No, 3 absent) to recommend approval of Resolution 2020-XXX.

In the Resolution, please amend the last WHEREAS statement:

WHEREAS, the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of July 13, 2020 recommended approval by unanimous vote.

Attached are the unapproved minutes of the subject portion of the meeting.

AGENDA ITEM – E PUBLIC HEARINGS

- 4. Resolution 2020-XX Authorizing the Borough, on behalf of the South Kenai Peninsula Hospital Service Area, to Enter into a long-term lease agreement for a professional office building at 4251 Bartlett Street, Homer, Alaska

Staff report given by Marcus Mueller

On behalf of South Peninsula Hospital, Inc. (SPHI), the borough has leased the building located at 4251 Bartlett Street in Homer since 2010. The lease expires on October 31, 2020. A new lease has been prepared.

This resolution would authorize a lease of the property located at 4251 Bartlett Street. The leased property includes a 960 square foot building and parking lot on 0.39 acres. The initial lease term is 10-years with the possibility of two 10-year renewal terms. Rent begins at \$2.00 per square foot per month plus utilities, taxes, and insurance and the costs of general upkeep such as janitorial and grounds maintenance.

The lease does come with an option to purchase the property but this resolution does not authorize the execution of that option.

The leased property is part of the SPH Operating Agreement and would continue to be under the new lease. Per the terms of the agreement, SPHI will be directly responsible for the costs of this lease.

The SPH Service Area Board and the SPH Board have both heard this and are in support of approving this lease.

END OF STAFF REPORT

Chair Martin open the item for public comment

See and hearing no one else from the public wishing to comment, Chair Martin closed public comment and opened discussion among the Commission.

MOTION: Commissioner Venuti moved, seconded by Commissioner Foster to forward to the assembly a recommendation to approve Resolution 2020-XX, authorizing the borough on behalf of the South Kenai Peninsula Hospital Service Area, to enter into a long-term lease agreement for a professional office building at 425 Bartlett St., Homer, AK

MOTION PASSED BY UNANIMOUS VOTE:

Yes	9	No	0	Absent	3
Yes	Bentz, Carluccio, Ecklund, Ernst, Fikes, Foster, Whitney, Venuti, Ruffner				
No	None				
Absent	Brantley, Ernst, Morgan				

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered by and between MARK HALPIN AND B. ISABEL HALPIN, whose address is PO Box 2483, Homer, AK 99603 ("Lessor"), and KENAI PENINSULA BOROUGH, an Alaska Municipal Corporation, whose address is 144 N. Binkley St., Soldotna, AK 99669, on behalf of SOUTH KENAI PENINSULA HOSPITAL SERVICE AREA ("SKPHSA"), hereinafter referred to as either "KPB" or "Lessee," and SOUTH PENINSULA HOSPITAL, INC., whose address is 4300 Bartlett St., Homer, Alaska 99603, a not-for-profit Alaska corporation, hereinafter referred to as "Sublessee."

1. DEFINITIONS AND TERMS

1.1 Lessor: MARK HALPIN AND B. ISABEL HALPIN

1.2 Lessee: KENAI PENINSULA BOROUGH

1.3 Sublessee: SOUTH PENINSULA HOSPITAL, INC.

1.4 Term: Ten (10) Years

1.5 Commencement Date: November 1, 2020

1.6 Expiration Date: October 31, 2030

1.7 Building:

4251 Bartlett Street
Homer, Alaska 99603

1.8 Rent: As defined in Sections 4.1 and 4.2.

1.9 Use: The Leased Premises will be used by Sublessee SOUTH PENINSULA HOSPITAL, INC., an Alaska non-profit corporation, and any additional Lessee's permitted Sublessees, for the operation and conduct of medical and business offices, storage, and other hospital related uses.

1.10 Definitions:

a. KPB: The Kenai Peninsula Borough, a municipal corporation.

b. KPB Assembly: The Assembly of the Kenai Peninsula Borough.

c. SKPHSA: The South Kenai Peninsula Hospital Service Area.

2. **PREMISES**

2.1 **Leased Premises.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described Leased Premises:

- a) Said real property includes a building for Lessee's operational purposes with the following address:

LOT 2-A, BLOCK 8, Fairview Subdivision Halpin Addition, according to Plat No. 2009-43, Homer Recording District, Third Judicial District, State of Alaska.

Street address: 4251 Bartlett Street, Homer, Alaska 99603

Assessor's Parcel No.: 17505205

Approximate building area: 960 sq. ft.

Hereinafter referred to as "Leased Premises;"

- b) Together with the exclusive right to use the exterior grounds, driveways and other access for ingress and egress, and the parking areas provided by the Lessor, its successors, or assigns, in the designated areas for the parking of automobiles, which are contiguous to the building in which the leased premises are located.
- c) Leased premises are delivered "as-is" and are accepted in its current condition.

3. **TERM, RENEWALS, HOLDING OVER, AND SURRENDER OF PREMISES**

3.1 **Commencement of Term; Term.** The Term shall begin on the Commencement Date, November 1, 2020. The Term shall be for a period of ten (10) years from the Commencement Date, ending on October 31, 2030, subject to §3.1(a), §3.1(b), §3.2, and to §14 RIGHT OF FIRST REFUSAL below.

- a) **Early Termination.** Lessee may terminate the Lease without any cause or reason on ninety (90) days' prior written notice of termination delivered to the address set forth in Section 15.4 below. Termination is effective immediately upon expiration of the ninety days' notice period without penalty.
- b) **Subject to KPB Assembly Approval and Annual Appropriation of Funds.** This Lease is subject to KPB Assembly approval and to the annual appropriation and availability of funds. In the event that the

KPB Assembly fails to approve this Lease or fails to annually appropriate funds for the obligations due under this Lease, then the Borough may provide ninety (90) days' written notice of termination and this Lease will terminate per Section 3.1(a).

c) **Sublessee's Payment of Lessee's Expenditures.** Upon Lessee's sublease of the Leased Premises to Sublessee pursuant to Section 9, the Lessee's expenditures for this lease will be paid by Sublessee for the remaining term of the Operating Agreement between the Lessee and Sublessee, and for any extension or renewal of the term of the Operating Agreement.

3.2 Renewal Options. Provided that this Lease is in full force and effect and Lessee is not in default hereunder, Lessee shall have the right and option to renew this Lease for two (2) successive Additional Terms, with each individual Additional Term being a period of ten (10) years each, and under the same terms, conditions, and provisions herein for the original Term of the Lease, except for Rent. The renewal options to be effective must be exercised by the Lessee by written notice to Lessor in the form and manner provided herein at least six (6) months prior to the commencement date of the renewal term.

3.3 Holding Over. Any holding over after the expiration of the term of this Lease without a signed lease agreement shall be construed to be a tenancy from month to month, at the monthly rental applicable to the rent due for the last month under this Lease Agreement, and may not exceed six (6) months' holdover period without execution of an extension, renewal, or replacement lease agreement. The provisions of this Section do not exclude Lessor's rights of reentry or any other right hereunder.

3.4 Surrender of Premises. Upon the expiration of or termination of this Lease, the Lessee and Sublessee shall remove all of their property from the leased premises, except plumbing and other permanent fixtures and leasehold renovations, alterations, and improvements which may have been installed by the Lessee or Sublessee and except as otherwise provided in this Lease, and shall repair any damage caused by removal of any property which it is permitted hereunder to remove, and shall surrender the leased premises to the Lessor "broom clean" in as good order and condition as they were upon Sublessee commencing business, ordinary wear and tear and loss by fire or other unavoidable casualty excepted. Any property left on the premises after the expiration or other termination of this Lease may be disposed of by Lessor in any manner and without any liability to the

Lessee or Sublessee.

- a) Absent a request to renew, during the final four (4) months of the Lease's Term, Lessor shall be permitted to show prospective tenants the leased premises upon giving the Lessee and its Sublessee at least twenty-four (24) hours' prior notice.

4. **RENT; OTHER FINANCIAL OBLIGATIONS, DEPOSIT; COMPLIANCE**

4.1 **Rent for Premises.** The annual and monthly rental payment is calculated at \$2.00 per square foot for 960 square feet.

- a) **Rent for Years 1 and 2.** Commencing on the Commencement Date and during the years one (1) and two (2) of the Term of this Lease, Lessee shall pay the Annual Rent at fair market value for the Leased Premises in monthly installments, as follows:

<u>Time Period</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
Years 1 and 2	\$1,920	\$23,040

- b) **Rent for Years 3 through 10.** Commencing on the first day of the third (3rd) year through the tenth (10th) year of the Term of this Lease, Lessee shall pay the Annual Rent at fair market value, adjusted by 2% annually, for the Leased Premises in monthly installments, as follows:

<u>Time Period</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
Years 3 through 10	Prior Year Monthly Rent x 1.02	Prior Year Rent x 1.02
Year 3	\$1,958.40	\$23,500.80
Year 4	\$1,997.57	\$23,970.82
Year 5	\$2,037.52	\$24,450.23
Year 6	\$2,078.27	\$24,939.24
Year 7	\$2,119.84	\$25,438.02
Year 8	\$2,162.23	\$25,946.78
Year 9	\$2,205.48	\$26,465.72
Year 10	\$2,249.59	\$26,995.03

- c) **Payment Terms** Rent shall be paid monthly in advance, on the first (1st) day of each month, without notice or demand, to Lessor at the address of Lessor, or at such other place as Lessor shall from time to time designate in writing. In the event the Lessee fails to pay any monthly installment of rent within twenty (20) days of the due date

of such installment, Lessee shall pay, in addition to such rent due, a late charge of \$50.00. Furthermore, Lessee shall pay interest at a rate of 1.0% per month on all delinquent unpaid rent after 30 days of the day the monthly installment was due. Such interest shall be calculated from the due date of the installment until the date received by Lessor.

- d) **Renewal Rent.** For each renewal option exercised under §3.2 above, the Annual Rent, and the corresponding Monthly Rent, shall be adjusted 1% annually.
- e) Sublessee shall perform Lessee's obligation to pay rent to Lessor.

4.2 OTHER FINANCIAL OBLIGATIONS.

- a) Utilities. Lessee agrees to be responsible for and to pay for the cost of electric light, heat, power, fuel, water and sewer and other utility service for the term of this lease. Lessor remains responsible for and liable to pay for all other costs. Lessee shall be responsible for all lot maintenance, landscaping, lawn maintenance, including snow removal and ice sanding, at Lessee's expense.
- b) Janitorial Services. Lessee agrees to keep all rubbish and garbage in containers while on the leased premises and shall dispose of all of such rubbish and garbage in the Dumpster or other containers provided by Lessee. The Lessee shall perform and provide for all of Lessee's janitorial services required inside of the leased premises.
- c) Taxes. Lessee is responsible for payment of taxes, if any, on Lessee's business operations. and for payment of Kenai Peninsula Borough and City of Homer real property taxes on the premises. Lessee is not responsible for any other tax related to either Lessor's businesses or property.
- d) Sublessee may perform Lessee's obligation to pay Lessee's financial obligations to Lessor.

- 4.3 **Security Deposit.** The Lessee shall deposit with the Lessor upon execution of this Lease the sum of \$1,000.00 as security for the payment of rent provided herein and for the observance and performance by Lessee or Sublessee of all of the terms, provisions, and conditions of this Lease on its part to be kept and performed; and further to indemnify the Lessor for any loss, costs, fees and expenses which the Lessor may incur by reason of any

default by the Lessee. The Lessor shall repay to the Lessee the security deposit or any balance thereof upon the termination or expiration of the Term of this Lease or any extension thereof, either (1) by crediting the same on account of payment of the rent for the last month of the Lease or additional term, as the case may be; or (2) refunding the security deposit to Lessee, net or less any loss, costs, fees and expenses which the Lessor may incur by reason of any default by the Lessee. In the event of any failure in the payment of rent or other sum, or of any default by the Lessee in the performance of the terms, provisions, and conditions of this Lease, the Lessor shall have the right to apply the security deposit against any loss, costs, fees, and expenses caused thereby. The security deposit shall bear no interest.

- a) Sublessee may perform Lessee's obligation to pay the security deposit to Lessor.
- b) Lessor & Lessee acknowledge the \$1,000 Security is in deposit as carry-over from preceding lease between the parties.

4.4 Compliance with Anti-Kickback & Stark Laws Requirements. The purpose of this Lease is to provide Lessee and Sublessee with Leased Premises that are suitable for the Permitted Use as provided in Sections 1.9 and 6. The volume or value of any business generated between these parties and Sublessee was not considered, and is not a factor, in determining the fair market value of the annual rental of the Leased Premises for the term of this Lease, and for any Additional Terms. Except as specifically required by duties hereunder, nothing in this Agreement shall be construed to require Lessor, or any Physician, any other health care provider, or any provider of Designated Health Services retained or employed by Lessor (if any), or who has a financial interest in or financial arrangement with Lessor, to refer patients to South Peninsula Hospital ("Hospital"), to the Medical Clinic or Imaging Service also located in the Building, or to utilize Hospital, Medical Clinic, or Imaging Service to provide inpatient, outpatient or other services to patients, or otherwise generate business for Lessee or for Sublessee or for any of their Medical Facilities or programs, or for Lessee or Sublessee to generate business for Lessor. Notwithstanding any unanticipated effect of any of the provisions herein, the parties intend to comply with 42 U.S.C. §1320a-7b(b), commonly known as the federal Anti-Kickback Statute, 42 U.S.C. §1395nn, commonly known as Stark II, Stark III ("Stark Laws"), and any federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, or any other federal or state

health care program, as such provisions may be amended from time to time. The parties intend that this Lease comply with the conditions for meeting the Anti-Kickback Statute "space rental" safe harbor set forth in 42 C.F.R. §1001.952(b), and comply with the requirements of the "rental of office space" exception to the Stark Laws at 42 CFR §411.357(a), as such regulations may be amended. This Lease shall be construed in a manner consistent with compliance with such statutes and regulations, and the parties agree to take such actions as are necessary to construe and administer this Lease consistent with compliance. In the event any court or administrative agency of competent jurisdiction determines that this Lease violates any of such statutes or regulations, or that the compensation hereunder exceeds reasonable compensation for purposes of any limitations applicable to tax-exempt entities, then the parties agree to take such actions as are necessary to amend this Lease for compliance with the applicable statutes or regulations, as provided herein.

5. LEASEHOLD IMPROVEMENTS

5.1 Structural Additions, Alterations, or Improvements to Leased Premises.

Lessee shall manage and determine all space use and function, all parking, all buildout or modification of space, however Lessee and Sublessee shall not make any structural alterations, additions, or improvements in or to the Leased Premises without first obtaining the express written consent of the Lessor. Any such structural alterations, additions, or improvements approved by Lessor shall be made at Lessee's or Sublessee's expense, except as may be otherwise agreed by those parties in writing; and Lessor may require, as a condition for approval, that Lessee or Sublessee deposit with Lessor sufficient security to protect Lessor from any liens for materials or labor supplied to the Leased Premises and require Lessor or Sublessee to furnish proof prior to the commencement of any work on the premises that the persons employed in connection with the work have workers' compensation insurance and liability insurance. Non-structural alterations or changes in the Leased Premises are addressed in §8.2 below.

6. USE AND OTHER COMPLIANCE WITH LAWS

6.1 General Use and Compliance with Laws. Lessee certifies that it or its Sublessee shall use the Leased Premises for the operation and conduct of business offices, storage, and an outpatient clinic for the benefit of KPBS and the SKPHSA as defined as the Permitted Use above, and all activities incident thereto, and for no other purposes whatsoever without the written consent of Lessor. Lessor certifies that, to the best of its knowledge, the Leased

Premises, Building, and Land, as of the date of delivery of possession of the Leased Premises to Lessee, are or will be in compliance with all applicable laws, ordinances, rules, regulations and orders of any governmental authority, including but not limited to those governing zoning, health, safety and occupational hazards and pollution and environmental control, and with the Americans with Disabilities Act, and with all recorded declarations, restrictions and covenants applicable to the Land. Subject to such certification, Lessee and its Sublessee shall, at their sole cost and expense, comply with all applicable laws and regulations, specifically including, but not limited to, the generation, handling, storage, and disposal of biohazardous medical waste materials and other materials and matter commonly used in the health care industry.

6.2 Condition of Leased Premises. The continued possession by Lessee's and its Sublessee's shall be conclusive evidence against Lessee and its Sublessee that the Leased Premises were then in good, safe, and clean order and satisfactory condition. No promise of Lessor to alter, remodel, improve, repair (taking into account the specific health care nature of the Leased Premises), decorate or clean the Leased Premises or any part thereof, and no representation respecting the condition of the Leased Premises or the Building has been made to Lessee and Sublessee by Lessor, except as made herein.

7. UTILITIES, MAINTENANCE AND REPAIRS

7.1 Utilities. Lessee or Sublessee shall pay for utilities metered and Non-metered to the leased premises, including electricity, natural gas, telecommunications, water and sewer.

7.2 Maintenance, Repair and Replacement.

a) Lessor Responsibilities. Lessor shall be responsible for the following:

- (1)** Lessor shall keep, maintain, repair and replace as necessary or appropriate the foundations, roof, and structural portions of the Building in good operating condition and in compliance with all requirements of applicable governmental authorities. Lessor shall keep the exterior and interior of the Building in good repair in a condition comparable to other medical office space in the City of Homer.

- (2) All equipment, excluding Lessee's and Sublessee's own equipment, including but not limited to heating, air conditioning, electric, water and plumbing equipment and facilities in the Premises, shall be maintained and kept in proper working condition by Lessor at Lessor's sole expense, except that the cost of any repairs to the plumbing and heating lines necessitated by the action of the Lessee or its Sublessee, agents or employees shall be at the expense of the Lessee and Sublessee. Lessor will provide such maintenance and repairs with reasonable promptness and Lessee and Sublessee are prohibited from performing any maintenance or repairs to any of the aforesaid equipment and from hiring any contractors or persons to repair the same without the prior written approval of Lessor except in the case of emergency.
- (3) Lessor will maintain in a neat and slightly condition the exterior grounds, parking areas, ingress and egress, and shall provide lawn and landscape maintenance, snow removal and ice sanding, trash removal, parking lot maintenance and repair, and other requisite services as needed to maintain the aesthetic appearance of the Building in a manner comparable to other medical office complexes in the City of Homer.
- (4) Lessor shall not be required to make any such repairs occasioned by an act or negligence of Lessee, or Sublessee, their agents, employees, invitees, or licensees, except to the extent that Lessor is reimbursed therefore under any policy of insurance permitting waiver of subrogation in advance of loss.

b) Lessee Responsibilities. Lessee will be responsible for the following:

- (1) Lessee shall maintain the Leased Premises in a good, neat and clean condition, including but not limited to all doors, door frames, windows and tenant improvements. Lessee shall comply with all requirements of law, ordinance, health officer, fire marshal or building inspector regarding its use of the Leased Premises. Lessee shall permit no waste, damage, or injury to the Leased Premises and shall, at its own cost and expense, replace any plate or window glass which may become broken in its Suites in the Leased Premises. Lessee shall be responsible for its own maintenance, upkeep, and fix-

its including lightbulb replacement, toilet maintenance, locks, hot-cold balancing, and sidewalk servicing.

- (2)** Lessee shall keep the Leased Premises and exterior grounds, driveways and parking areas free and clean from rubbish, trash, and garbage at all times; shall provide routine maintenance for the Leased Premises; and shall keep all rubbish, trash and garbage within the Building in containers, and shall dispose of all rubbish, trash and garbage in dumpsters or other containers specified by the Lessor.
- (3)** Lessee shall, in all matters, act in compliance and conformity with all Federal, State, and local laws and regulations and in conformity with generally accepted health and safety standards. Any and all hazardous medical wastes materials and other materials and matter commonly used in the health care industry shall be generated, dealt with, handled, stored, and disposed of by Sublessee at Sublessee's sole cost and expense in conformity with said Federal, State, and local laws and regulations and in conformity with generally accepted health and safety standards, and shall not be disposed of in any respect in any area of the property. To the extent permitted by law and to the extent funds have been appropriated by the Assembly for indemnification of Lessor, Lessee agrees to indemnify, defend, and hold harmless Lessor, its Managing Agent, and any of their officers, directors, employees, agents, licensees, or invitees from and against any and all claims, demands, liabilities, suits, actions, judgments, losses, costs, damages, and any expenses, including, without limitation, attorneys' fees, arising or resulting from, or suffered, sustained or incurred by said parties with respect to violation of any Federal, State, and local laws and regulations or violation of any generally accepted health and safety standards.
- (4)** Lessee may assign by sublease the Lessee's Responsibilities to the Sublessee, including the Lessor's indemnity obligation, and Sublessee may perform Lessee's Responsibilities, including the obligation to indemnify Lessor.

7.3 Inspection of Premises and Access. Lessor, at reasonable times with the consent of Lessee or its Sublessee (excepting emergencies, as to which no consent shall be required), which consent shall not be unreasonably withheld, may enter the Leased Premises to complete improvements undertaken by Lessor on the Leased Premises or Building, to inspect, clean, maintain or repair the same, and for other reasonable purposes. Lessor shall give Lessee or its Sublessee at least twenty four (24) hours' notice prior to any entry into the Leased Premises (excepting emergencies, as to which such notice, if any, as is reasonable under the circumstances shall be given, and Lessor's entry shall be solely for the purpose of taking necessary actions to remedy and/or repair the emergency situation), and in no event shall Lessor unreasonably interfere with access to or use of the Leased Premises or Parking Area by Lessee, its Sublessee, its agents, employees or invitees.

8. FIXTURES AND NON-STRUCTURAL ALTERATIONS; MECHANICS LIENS

8.1 Fixtures. Lessee and its Sublessee may install any trade fixtures, equipment, furnishings, furniture and other fixtures or removable personal property in the Leased Premises, provided, that the same are installed and removed without permanent or structural damage to the Building. All such property shall remain Lessee's or Sublessee's property and shall be removed by Lessee and its Sublessee upon expiration or termination of this Lease.

8.2 Other Non-Structural Alterations. Lessee or Sublessee may make other non-structural alterations or changes in or to the Leased Premises with prior notification to and written consent of the Lessor, provided that Lessor may require Lessee or Sublessee to remove them upon expiration or termination of this Lease, at Lessee's or Sublessee's expense and without damage to the Leased Premises. Except as may be otherwise provided in §5.1 above, Lessee and its Sublessee shall not make alterations or changes to the Leased Premises affecting the structure of the Building without Lessor's prior written consent.

8.3 Mechanic's Liens. No person shall be entitled to any lien upon the Leased Premises or the Land, in whole or in part, or any interest or estate in any such property, by reason of any work, labor, services or material claimed to have been performed or furnished to or for Lessee or Sublessee, or otherwise on account of any act or failure to act on the part of Lessee or its Sublessee, and Lessee and its Sublessee shall neither cause nor permit the filing of any such lien. If any such lien claim or notice shall be filed, Lessee or its Sublessee shall cause the same to be released or provide other satisfactory security to Lessor with respect to the same (which may be in the

form of a bond, title insurance endorsement or other assurance reasonably satisfactory to Lessor) within sixty (60) days; and if not so released or secured, Lessor, at its option, may pay up to the full amount of such lien claim to cause its release, and such amount, together with interest thereon from the date of payment at a rate of 1.0% per month, shall be deemed due and payable by Lessee immediately. Nothing in this Lease shall be deemed or construed to constitute consent to or request to any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Leased Premises; nor as giving Lessee and its Sublessee the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid mechanic's lien.

9. ASSIGNMENT AND SUBLETTING

Lessor hereby approves subletting this Lease to SOUTH PENINSULA HOSPITAL, INC. ("Sublessee") under the terms and conditions of this Lease and of the Operating Agreement between Lessee and Sublessee, as may be amended from time to time. Except as previously approved herein, Lessee shall not assign, mortgage, encumber or otherwise transfer this Lease or its interests hereunder, in whole or in part, or sublet the Leased Premises in whole or in part, without the prior written consent of Lessor as to both the terms of such assignment or sublease and the identity of such assignee or Sublessee, which consent will not be unreasonably withheld. The Lessor and the Lessee also agree that if the Operating Agreement terminates before this Lease Agreement terminates, then the Lessee may sublease the Leased Premises to another entity with the written consent of the Lessor, which consent shall not be unreasonably withheld. In the event Lessor consents to any such transaction, Lessee shall remain fully liable to perform all the obligations of Lessee under this Lease, including but not limited to payment of Rent, unless the Lessor has also consented in writing to the release of Lessee from this Lease.

10. INSURANCE AND INDEMNIFICATION

10.1 Lessor's Insurance. During the Term, and any Additional Terms, Lessor, at its sole cost and expense, agrees to keep the Land, Building, and improvements (including the Leased Premises) insured against loss or damage by fire or other casualty insurable under standard fire and extended coverage insurance in an amount equal to the full current replacement cost of said building(s).

10.2 Lessee's Insurance.

- a) Lessee shall, at its own cost and expense, keep and maintain in full force during the Term, and any Additional Terms, the following:
 - (1) Comprehensive general liability insurance, insuring Lessee's activities in or about the Leased Premises against loss, damage or liability for personal injury or death of any person or loss or damages to property occurring in, upon or about the Leased Premises covering bodily injury in the amounts of not less than One Million Dollars (\$1,000,000) per person and not less than One Million Dollars (\$1,000,000) per claim or occurrence, and covering property damage in the amount of not less than Two Million Dollars (\$2,000,000), in aggregate or combined single limit coverage. Lessor shall be named as an additional insured on such policy or policies of insurance; and
 - (2) Insurance coverage for Lessee's or Sublessee's fixtures, furniture, equipment, machinery, goods, supplies, contents, and other personal property on the Leased Premises or used in connection with Lessee's business.
- b) Lessee may assign to Sublessee the Lessor's insurance obligation, and Sublessee may perform Lessee's obligation to provide insurance.

10.3 Indemnification of Lessor.

- a) To the extent permitted by law and subject to Assembly appropriation of funds for indemnification, Lessee shall indemnify, defend and save harmless Lessor from and against any and all claims, demands, causes of action, law suits, judgments, losses, and liabilities for personal injury, death or property damage, and from and against all expenses incident thereto or incurred by Lessor as a result thereof, including attorney's fees and costs, that arise out of or relate to Lessee's use and occupation of the Premises during the Term or any Additional Terms of this Lease. Notwithstanding the preceding sentence, however, Lessee shall not be required to indemnify, defend or save harmless Lessor from or against any claim, demand, cause of action, law suit, judgments, loss, and liability to the extent it results from or is alleged to result from any negligent or intentional conduct of Lessor, Lessor's agents, employees or independent contractors.

- b) Lessee may assign to Sublessee the Lessor's indemnity obligation, and Sublessee may perform Lessee's obligation to indemnify Lessor.
- c) To the extent permitted by law, Lessor shall indemnify, defend and save harmless Lessee from and against any and all claims, demands, causes of action, lawsuits, judgments, losses, and liabilities for personal injury, death or property damage, and from and against all expenses incident thereto or incurred by Lessee as a result thereof, including attorney's fees and costs, that arise out of or relate to Lessor's use and occupation of the Premises during the Term or any Additional Terms of the Lease. Notwithstanding the preceding sentence, however, Lessor shall not be required to indemnify, defend or save harmless Lessee from or against any claim, demand, cause of action, lawsuit, judgements, loss, or liability to the extent it results from any negligent or intentional conduct of Lessee or Sublessee, their agents, employees, or independent contractors.

10.4 Insurance Certificates. At the Lessor's request, Lessee or Sublessee shall provide Lessor with a certificate or certificates of insurance evidencing the insurance coverage required under Section 10.3, and Lessee or Sublessee shall promptly notify the Lessor of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

11. DAMAGE AND DESTRUCTION

11.1 Damage and Restoration. If either the Leased Premises or Building is damaged or destroyed to the extent that Lessor or Lessee reasonably determines that it cannot, with reasonable diligence, be fully repaired or restored by Lessor within one hundred eighty (180) days after the date of such damage or destruction, either Lessor or Lessee may terminate this Lease. Lessor or Lessee shall notify the other party of any such determination in writing, within thirty (30) days after the date of such damage or destruction. If Lessor so determines that the Building can be fully repaired or restored within the one hundred eighty (180) day period, or if Lessor so determines to the contrary but neither party terminates this Lease, then this Lease shall remain in full force and effect and Lessor shall, to the extent insurance proceeds are not required to be applied to mortgage indebtedness on the Building or Land, diligently repair or rebuild the Leased Premises and/or Building to return such improvements to the condition in which it/they existed immediately prior to such damage or destruction, as

soon as possible and within the maximum period of one hundred eighty (180) days, if applicable.

11.2 Rent Abatement. Rent due and payable hereunder shall be abated proportionately during any period in which, by reason of any such damage or destruction to the Leased Premises or the Building, the operation of Lessee's business in the Leased Premises experiences substantial interference, and that continuation of all or part of Lessee's business in the Leased Premises is not practical pending reconstruction. In such event, the Rent payable hereunder, or an equitable proportion thereof in the event Lessee continues to conduct business in the Leased Premises, shall abate from the date of damage or destruction until Lessee is able to conduct its full business operations in the Leased Premises.

12. EMINENT DOMAIN

12.1 Permanent Taking. In the event of a taking by an entity of competent jurisdiction of all or materially all of the Leased Premises, or the determination by the Lessor that all or materially all of the Leased Premises is necessary for a public purpose, this Lease shall terminate on the earlier of vesting of title in, or the taking of possession by condemner, or the written determination of the Lessor.

12.2 Partial Condemnation. If less than materially all of the Leased Premises is taken or if the Lessor determines that it needs less than all of the Leased Premises for a public purpose (herein called a "partial taking") but such partial condemnation renders the Leased Premises unusable for the full and normal conduct of the business of Lessee, or constitutes a substantial portion of the Building, as reasonably determined by Lessor or Lessee, then the Lease shall terminate as of the date of the title vesting in such proceeding or conveyance in lieu of any proceeding and Rent shall be prorated to the date of termination. Otherwise, Lessor shall promptly restore the Leased Premises to a condition comparable to its condition immediately prior to such partial Condemnation, less the portion thereof lost in such partial Condemnation, and this Lease shall continue in full force and effect, except that after the date of such title vesting, the Rent shall be proportionately reduced to reflect the percentage of the Leased Premises, Building and/or the Parking Area Condemned.

12.3 Notices and Award. Lessor shall, immediately upon receipt of notice in connection with any condemnation or potential condemnation, give Lessee notice in writing thereof. If Lessee receives notice of any such occurrence,

Lessee shall immediately notify Lessor thereof. If the Leased Premises are wholly or partially Condemned, Lessor shall be entitled to the entire award paid for such condemnation, except as set forth herein. Lessee shall have the right to claim such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all costs or loss that Lessee would incur in removing Lessee's furniture, fixtures, leasehold improvements and equipment to a new location.

12.4 Temporary Taking. If the whole or any part of the Leased Premises or of Lessee's interest under this Lease is taken by any competent authority for its temporary use or occupancy, this Lease shall not terminate by reason thereof and Lessee shall continue to pay all rental payments and other charges payable by Lessee hereunder and to perform all other terms, covenants, and conditions contained herein, except to the extent Lessee is prevented from so doing by the terms of the order of the taking authority. In the event of a temporary taking, Lessee shall be entitled to receive the entire amount of the award and shall be obligated, at its sole expense, to restore the Leased Premises as nearly as may be reasonably possible to the condition in which they existed immediately prior to such taking; provided, however, that if the period of temporary use or occupancy extends beyond the expiration of the Lease Term, the award shall be apportioned between Lessor and Lessee as of said date of expiration, after Lessor shall have received the entire portion of the award attributable to physical damage to the Leased Premises and any improvements thereon and to the restoration thereof to the condition existing immediately prior to the taking or condemnation.

12.5 Casualty. If the improvements on the Leased Premises shall be damaged or rendered wholly or partially unusable for Lessee's or Sublessee's business purposes by fire or other casualty during the Term of this Lease, Lessee may terminate this Lease by giving notice to Lessor within ninety (90) days of the date of the fire or other casualty. If Lessee does not terminate this Lease, no rent shall abate after the date of the casualty, whether the Leased Premises is usable or not, and Lessee shall promptly rebuild or repair the improvements to substantially their former condition.

13. DEFAULT

13.1 Events of Default. Each of the following shall constitute an "Event of Default" on the part of Lessee and Sublessee:

- a) **Non-Payment.** Failure to pay any installment of Rent or other monies when due and payable under this Lease, if such failure continues for a period of thirty (30) days after written notice of such failure from Lessor to Lessee;
- b) **Non-Performance.** Except as otherwise set forth below, if default in the performance of any of Lessee's or Sublessee's non-payment obligations or covenants under this Lease, including Lessee's or Sublessee's compliance with the Permitted Use as defined in Sections 2.0 and 6, continues for thirty (30) days after written notice thereof from Lessor to Lessee and Sublessee, provided, however, that if the obligation or covenant to be performed by Lessee and Sublessee cannot reasonably be performed or cured within such thirty (30) day period, such default shall not constitute an Event of Default if Lessee or Sublessee commences such performance or cure within said thirty (30) day period and thereafter diligently undertakes to complete, and does so complete, the required performance or cure within a reasonable time;
- c) **Assignment.** A general assignment by Lessee or Sublessee for the benefit of creditors;
- d) **Bankruptcy.** The filing of a voluntary petition by Lessee or Sublessee seeking the rehabilitation, liquidation or reorganization of Lessee or Sublessee under any law relating to bankruptcy, insolvency or other relief of debtors, or the filing of an involuntary petition by any of Lessee's or Sublessee's creditors seeking any such relief, if not dismissed or otherwise removed within ninety (90) days;
- e) **Receivership.** The appointment of a receiver or other custodian to take possession of substantially all of Lessee's assets or Sublessee's assets or of this leasehold, if not dismissed or otherwise removed within ninety (90) days;
- f) **Dissolution.** Entry of a court decree or order directing the winding up or liquidation of Lessee or Sublessee or of substantially all of either of their assets, if not reversed or otherwise removed within ninety (90) days; or any action by Lessee or Sublessee toward the dissolution or winding up of its affairs; or
- g) **Attachment.** Attachment, execution or other judicial seizure of substantially all of Lessee's or Sublessee's assets or this leasehold, if not dismissed or otherwise removed within ninety (90) days.

13.2 Lessor's Remedies. Upon the occurrence of an Event of Default, Lessor may, at its option:

- a) Terminate this Lease by written notice to the Lessee, without terminating Lessee's and Sublessee's obligations hereunder, including but not limited to the Lessee's obligation to pay Rent;
- b) Relet the Leased Premises or any part thereof following repossession of the Leased Premises by Lessor, whether or not this Lease has been terminated, for such term or terms, which extend beyond the Term, at such rental or rentals and upon such other terms and conditions, as Lessor in its sole discretion shall determine, and making such alterations and repairs to the Leased Premises as Lessor may reasonably determine to be necessary in connection therewith, provided that the net amount, if any, realized by Lessor from such reletting shall be credited against the amounts owed by Lessee and Sublessee under this Lease;
- c) Following termination of this Lease, recover from Lessee and Sublessee all rent and other amounts due and unpaid under the terms of this Lease as of the date of termination, together with such other amounts as may be recoverable under applicable law to compensate Lessor for all damages proximately caused by Lessee's and Sublessee's failure to perform their obligations under this Lease;
- d) Exercise or seek any other right or remedy allowed at law or in equity under the statutes or common law of the state in which the Land is located.

In connection with any of the foregoing, Lessor shall be entitled to recover from Lessee and Sublessee, promptly upon demand, any and all costs and expenses incurred by Lessor, including but not limited to reasonable attorneys' fees and costs of reletting, following any such Event of Default by Lessee and Sublessee. Lessee and Sublessee, jointly and severally, also shall be liable for and agree to pay to Lessor interest at a rate of 1.0% per month, with respect to the following: (1) all Rent under this Lease remaining unpaid for thirty (30) days after the due date, from the due day until paid; (2) all costs and expenses incurred by Lessor following any Event of Default, from the date paid or incurred by Lessor until reimbursed; and (3) all other amounts at any time becoming due and payable hereunder, from the date due and payable until paid.

13.3 Lessor's Default. It shall be a default under this Lease by Lessor if Lessor shall fail to perform or observe any obligation or covenant required to be

performed or observed by it under this Lease for a period of thirty (30) or more days after written notice thereof from Lessee or Sublessee. Upon the occurrence of any such default, if the same has not been reasonably cured by Lessor within said period of thirty (30) or fewer days (provided, however, that if no emergency exists and the default is of such nature that the same cannot reasonably be cured within a thirty (30) day period, such cure period shall be extended for a reasonable time if Lessor commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same), then Lessee or Sublessee may, at its option cure the default and offset against the rents next due and payable hereunder the reasonable costs, if any, advanced by Lessee and Sublessee to effect such cure. Provided, however, that Lessee's and Sublessee's right of offset shall be subject to the following limitations: (A) The subject default must be of a nature that materially affects Lessee's or Sublessee's parking, access to the Building or Leased Premises, or ability to conduct its Permitted Use in the Leased Premises; (B) Lessee or Sublessee shall submit to Lessor a written statement of their actual expenditures incurred to effect the cure of the default, and Lessor shall not have paid the same within fifteen (15) days after receipt of said statement; and (C) Lessee or Sublessee shall submit a written notice of its exercise of said right of offset at the time the Rent payment or portion thereof against which the right is exercised otherwise would be due;

13.4 Remedies Cumulative; No Waiver. Each right and remedy provided to a party under this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. The exercise or beginning of the exercise by a party of any one or more of the rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise, shall not constitute a waiver of any other right or remedy provided for in this Lease or now or hereafter existing at law in equity or by statute or otherwise. No failure by a party to insist upon the strict performance of any term hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial payment by a party during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Lease nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute

a waiver of the time for performing any other act or an identical act required to be performed at a later time.

14. RIGHT OF FIRST REFUSAL.

14.1 Right of First Refusal. In consideration of this Lease, in the event that the Lessor receives an offer to purchase the building and land described in §2.1 during the term of this Lease or any Additional Terms, and while Lessee is in compliance with the Lease, the Lessor agrees to first offer the property to Lessee for the same price and on the same terms and conditions as the offer made by the third party to Lessor.

- (a) Lessor agrees to notify Lessee in writing, as provided in §15.4, of the offer to purchase the land and building described in § 2.1, including all terms and conditions of the intended sale.
- (b) Lessee shall have ninety (90) days from the date of receipt of Lessor's written notice in which to exercise Lessee's right of first refusal by written notice to Lessor, as provided in §15.4, of Lessee's acceptance or rejection of the intended sale upon the same price, terms, and conditions as the offer made by the third party to Lessor.
- (c) If Lessee determines to exercise the right of first refusal by acceptance of the intended sale, then, to be valid and binding, Lessee must deliver written notice of its acceptance of the intended sale to Lessor, as provided in §15.4, before the ninety-first (91st) day following the date of Lessee's receipt of Lessor's written notice of intended sale.
- (d) If Lessee determines to exercise its right of first refusal by rejection of the intended sale, then Lessor may accept the offer from the third party and the land and building described in §2.1 may be sold, transferred and conveyed to the third party free and clear of any right of first refusal in Lessee under this Lease. In addition, at Lessor's request, Lessee agrees to execute any other instrument suitable for recording, if necessary, to document for the record Lessee's rejection of the intended sale and termination of its right of first refusal.
- (e) The parties agree that if Lessee does not provide written notice to Lessor of Lessee's exercise of its right of first refusal by acceptance or rejection of the intended sale before the ninety-first (91st) day following the date of Lessee's receipt of written notice of intended sale from Lessor, or if Lessee does not provide an instrument suitable

for recording to document its rejection of the intended sale and the termination of its right of first refusal before the ninety-first (91st) day following the date of Lessee's receipt of written notice of intended sale from Lessor, then Lessee's right of first refusal will terminate automatically as of the ninety-first (91st) day following the date of Lessee's receipt of written notice of the intended sale from Lessor, and this right of first refusal shall terminate without any need for further action or documentation by Lessor or Lessee.

- (f) The termination of the right of first refusal does not terminate this Lease.

15. **MISCELLANEOUS**

15.1 Quiet Possession. If Lessee or Sublessee shall perform all of the covenants and obligations herein provided to be performed by Lessee, either directly or through Sublessee, Lessee and its Sublessee shall at all times during the Term have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hindrance from Lessor or any persons lawfully claiming under Lessor.

15.2 Taxes and Assessments. For this Lease Agreement, Lessee is responsible for the real property taxes for the land and improvements leased hereby. It is expressly agreed that Lessee shall not be obligated to pay any other assessment, income tax, profits tax, excise tax, personal property tax, capital gains tax, or other tax or charge that may be payable by or chargeable to Lessor or to Lessor's separate businesses, under any present or future law of the United States or of the State of Alaska or of any political or taxing subdivision thereof, or of any other governmental agency, upon or with respect to Lessor's separate businesses or Lessor's rental income under this Lease.

15.3 Signage. The Lessee and Sublessee shall be able to install and maintain reasonable signage for Lessee or Sublessee's business on the Leased Premises without need for the consent of Lessor.

15.4 Notices. All notices, demands and other communications authorized or required under this Agreement shall be given in writing, and shall be given by (i) personal delivery, or (ii) registered or certified mail, postage prepaid, and return receipt requested, or (iii) delivery by commercially recognized courier service. Notice shall be considered given on the date of delivery or refusal to accept delivery. Notices shall be addressed as shown below for each party, except that, if any party gives notice of a change of name or address, notices to that party shall thereafter be given as shown in that notice.

Lessor:

MARK HALPIN AND B. ISABEL HALPIN
PO Box 2483
Homer, AK, 99603

Lessee:

KENAI PENINSULA BOROUGH
Attn: Mayor
144 N. Binkley St.
Soldotna, AK 99669

Sublessee:

SOUTH PENINSULA HOSPITAL, INC.
Attn: Chief Executive Officer
4300 Bartlett Street
Homer, AK 99603

The foregoing addresses for purposes of notice may be changed by giving notice of such change to the other parties as provided herein.

15.5 Parties. This Lease and all of the terms and provisions hereof shall inure to the benefit of and be binding upon Lessor and Lessee, and their respective heirs, successors, assigns and legal representatives.

15.6 Time. Time is of the essence of every provision hereof.

15.7 Captions. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

15.8 Severability. If any provision of this Lease shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Lease shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

15.9 Governing Law, Forum and Venue. This Lease, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the internal laws of the State of Alaska and in accordance with any applicable federal laws. The forum and venue for any law suit between these parties arising out of this Agreement shall be in the Trial Courts for the State of Alaska in the Third Judicial District, Kenai Venue District.

15.10 Entire Agreement. This Lease sets forth all covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Leased Premises, Building and Land, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Lessor and Lessee as to those subjects other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment,

change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by Lessor and Lessee.

15.11 Agreement Not to be Construed Against Drafter. All parties to this Lease have had a full opportunity to obtain legal advice concerning this Lease or have declined to obtain such advice. The fact that this Lease may be drafted by an attorney for one of the parties or by one of the parties is a matter of convenience to all parties. Accordingly, the parties agree that the rule of construction that an instrument or document is to be construed and interpreted most strictly against the drafter of the instrument or document shall not apply in the construction or interpretation of this Lease.

15.12 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Lease shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

15.13 Counterparts. This Lease may be executed in several or separate counterparts, whether by facsimile or PDF signature or otherwise, each of which when so executed shall constitute an original and all of which together shall be deemed an original and all of which together shall constitute but one and the same instrument.

15.14 Replaces and Supersedes Prior Leases. This Lease replaces and supersedes two lease agreements concerning portions of the premises, dated May 23, 2011 and September 1, 2012, as amended on April 24, 2018.

15.15 Memorandum of Lease. The parties agree that they will not record this Lease at full length, but may record a Memorandum of Lease in compliance with AS 40.17.120.

IT IS SO UNDERSTOOD AND AGREED.

**MARK HALPIN AND B. ISABEL HALPIN,
LESSOR**

By: MARK HALPIN

By: B. ISABEL HALPIN

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020,
by MARK HALPIN.

Notary Public in and for State of Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020,
by B ISABEL HALPIN.

Notary Public in and for State of Alaska
My Commission Expires: _____

**KENAI PENINSULA BOROUGH,
LESSEE**

By: CHARLIE PIERCE, Mayor

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____,
2020, by CHARLIE PIERCE, Mayor of KENAI PENINSULA BOROUGH, an Alaska municipal
corporation, on behalf of the corporation.

Notary Public in and for State of Alaska
My Commission Expires: _____

ATTEST:

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

JOHNI BLANKENSHIP, Borough Clerk

COLETTE THOMPSON, Borough Attorney

**SOUTH PENINSULA HOSPITAL, INC.,
SUBLESSEE**

By: RYAN SMITH, Chief Executive Officer

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ___ day of 2020, by RYAN SMITH, Chief Executive Officer of SOUTH PENINSULA HOSPITAL, INC., an Alaska nonprofit corporation, on behalf of the Corporation.

Notary Public in and for State of Alaska
My Commission Expires:_____



PARCEL REPORT

PARCEL ID: 17505205

Total Acreage:

0.39



LEGAL DESCRIPTION:

T 6S R 13W SEC 18 SEWARD MERIDIAN HM 2009043 FAIRVIEW SUB HALPIN ADDN LOT 2A BLK 8

ALL PHYSICAL ADDRESSES ON THIS PARCEL:

4251 BARTLETT ST

LAND VALUE: \$81,400

ASSESSED VALUE: \$267,400

IMPROVEMENT VALUE: \$186,000

TAXABLE VALUE: \$267,400

OWNER:

HALPIN MARK

PO BOX 2483

HOMER, AK 99603

Intro by: Administration
Date: 05/27/2020
Action: Approved
Vote: Yes- 10, No- 0 Excused-1

**SOUTH PENINSULA HOSPITAL
BOARD RESOLUTION 2020-11**

**A RESOLUTION OF THE SOUTH PENINSULA BOARD OF DIRECTORS
AUTHORIZING THE BOROUGH, ON BEHALF OF THE SOUTH KENAI PENINSULA
HOSPITAL SERVICE AREA, TO EXECUTE A PROPERTY LEASE FOR 4251
BARTLETT STREET.**

WHEREAS, the South Peninsula Hospital, Inc. (“SPH, Inc.”) operates the South Peninsula Hospital (“SPH”) pursuant to an Operating Agreement with the Kenai Peninsula Borough on behalf of the South Kenai Peninsula Hospital Service Area (“SKPHSA”); and

WHEREAS, the Kenai Peninsula Borough currently leases space from Mark and B. Isabel Halpin at 4251 Bartlett St, Homer, Alaska 99603, on behalf of South Peninsula Hospital; and

WHEREAS, South Peninsula Hospital has operated a Behavioral Health Clinic from this SPH clinic space to provide mental health services; and

WHEREAS, South Peninsula Hospital anticipates the need to utilize this additional clinic space until October 31, 2030; and

WHEREAS, this resolution was reviewed at the SPH Finance Committee meeting on May 21, 2020; and

WHEREAS, the SPH, Inc. board, at its regularly scheduled meeting of May 27, 2020, recommended approval of such a lease.

**NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH PENINSULA HOSPITAL
BOARD OF DIRECTORS:**

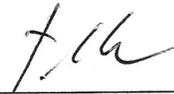
1. That this resolution will be forwarded for approval to the Kenai Peninsula Borough Assembly.
2. That the mayor is requested to execute a lease with Mark and B. Isabel Halpin for 4251 Bartlett St, Homer and to make any other agreements deemed necessary in accordance with this resolution.
4. That expenditures for the lease will be paid by SPH, Inc., for the term of the Operating Agreement, including any extension or renewal thereof, or until the lease is terminated, whichever occurs first.

5. That Management is hereby authorized to take any other actions that are necessary or desirable to achieve the intent of these Resolutions.

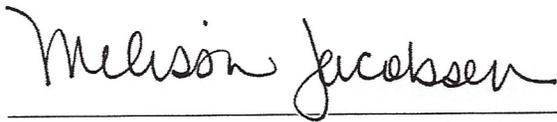
6. That this resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF SOUTH PENINSULA AT ITS MEETING HELD ON THIS 27th DAY OF MAY 2020.

ATTEST:



Thomas Clark, Board President



Melissa Jacobsen, Secretary

Introduced by: Mayor
Date: 08/04/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-055**

**A RESOLUTION AUTHORIZING THE SUBLEASE OF REAL PROPERTY LOCATED
AT 72470 CLUTTS AVENUE IN ANCHOR POINT FOR A MAINTENANCE AND
STORAGE FACILITY FOR THE ANCHOR POINT FIRE AND EMERGENCY
MEDICAL SERVICE AREA**

WHEREAS, Anchor Point Fire and Emergency Medical Service Area (APFEMSA) currently provides emergency response to the Anchor Point area; and

WHEREAS, APFEMSA requires garage space to house Ladder No. 1 fire engine and other equipment to support emergency response services; and

WHEREAS, APFEMSA has identified real property available for lease that includes a 2,160 square-foot garage building with a parking pad and suitable access adjacent to the current Anchor Point Fire Station; and

WHEREAS, APFEMSA has sufficient funds budgeted in FY21 to pay rent through June 30, 2021 in Account Nos. 209.51410.43810, Rents and Operating Leases, and 209.51410.43610, Utilities; and

WHEREAS, at its special meeting of July 20, 2020, the Anchor Point Fire and Emergency Medical Service Area Board recommended unanimous approval;

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

SECTION 1. That the mayor is authorized to enter into a sublease of real property with Clark Management, Inc., more particularly described as follows:

A 2,160 square-foot garage building with paved parking pad, gravel yard, and ingress/egress located at 72470 Clutts Avenue, Anchor Point, Alaska.

Situated on T4S R15W SEC 34 SEWARD MERIDIAN HM 0600045 SPRUCE ACRES SUB LOT 20, Homer Recording District, Third Judicial District, State of Alaska.

SECTION 2. The purpose of the acquisition is to provide housing and maintenance space for Ladder No. 1 and other emergency response equipment.

SECTION 3. The initial term of the sublease for five years commencing August 15, 2020 and shall continue automatically thereafter until terminated by 90-days written notice by either party. Lease payments shall be \$2,000.00 per month for the first two years of the sublease term and then increase annually by 2 percent thereafter. The terms and conditions of the sublease shall be in accordance with the sublease agreement and this resolution.

SECTION 4. That pursuant to KPB 17.10.080(C), no land classification is proposed for this rental property.

SECTION 5. That expenditures for the lease will be charged to account number 209.51410.43810.

SECTION 6. Pursuant to KPB 17.10.230, the assembly may authorize an exception to the requirements of KPB Chapter 17.10.040(A), which requires that the assembly receive recommendation from the planning commission, based on the following facts:

1. That special circumstances exist.
 - a. APFEMSA has an immediate need to house its Ladder No. 1 engine.
 - b. The next available planning commission meeting is August 10, 2020 and would delay obtaining a storage area by a month.
2. That the exception is necessary for the preservation and enjoyment of a substantial property right and is the most practical manner of complying with the intent of this chapter.
 - a. The requirement is intended to provide the assembly with a recommendation from the planning commission. Due to meeting schedules and immediate need, the assembly finds a delay would cause undue hardship for the service area and recognizes that the APFEMSA board has recommended approval.
3. That the granting of this exception will not be detrimental to the public welfare or injurious to other property in the area.
 - a. The exception will serve the public interest by helping to protect an asset for emergency response services.

SECTION 7. That the mayor is authorized to execute all documents for a sublease agreement substantially similar to the lease agreement submitted with this resolution, and to make all agreements deemed necessary in accordance with this resolution.

SECTION 8. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 4TH DAY AUGUST, 2020.

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

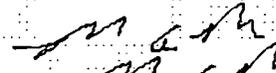
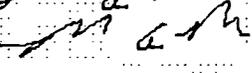
Yes:

No:

Absent:

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor 
Marcus Mueller, Acting Planning Director 
Marcus Mueller, Land Management Officer 
John Marsh, APFEMSA Fire Chief 

FROM: Bryan Taylor, Land Management Agent 

DATE: July 23, 2020

RE: Resolution 2020- 055, Authorizing the Sublease of Real Property Located at 72470 Clutts Avenue in Anchor Point for a Maintenance and Storage Facility for the Anchor Point Fire and Emergency Medical Service Area (Mayor)

The Anchor Point Fire and Emergency Medical Service Area (APFEMSA) has requested to lease additional garage facilities in order to house their Ladder #1 fire engine and other emergency equipment. The FY21 APFEMSA budget contains sufficient funds to cover the costs of the lease and utilities for FY21.

A suitable building was identified at 72470 Clutts Avenue, directly north of the existing Anchor Point Fire Station. The 2,160 square-foot shop has two bays. The first bay is 24' wide by 16' high with a hydraulic swing door and the second bay has a 12' wide by 16' high rollup door. The building has all the utilities necessary for its intended use and is situated for convenient use by the APFEMSA.

The building is being offered for sublease for \$2,000/month plus utilities. The initial term of the sublease is 5 years and continues automatically thereafter until terminated with a 90-day notice.

The attached resolution would authorize the mayor to enter into a sublease agreement for the building described above.

Your consideration of this resolution is appreciated.

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>209.51410.43810</u>
Amount	<u>\$24,000.00</u>
By: 	Date: <u>7/23/2020</u>
By: 	

SUBLEASE AGREEMENT

This Sublease Agreement, effective upon the date the last party to sign this Sublease executes the agreement, is entered into by and between CLARK MANAGEMENT, INC. (SUBLESSOR) and the KENAI PENINSULA BOROUGH (KPB). For the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. **Premises.** SUBLESSOR shall sublease to KPB, the garage space more particularly described as follows:

A 2,160 square-foot garage building with paved parking pad, gravel yard, and ingress/egress located at 72470 Clutts Avenue, Anchor Point, Alaska.

Situated on T 4S R 15W SEC 34 SEWARD MERIDIAN HM 0600045 SPRUCE ACRES SUB LOT 20, Homer Recording District, Third Judicial District, State of Alaska (KPB PIN 16517024).

The premises shall be used for fire station purposes including but not limited to fire station operations, equipment storage and maintenance, and training.

2. **Rent.** In consideration of the sublease of the Premises, the KPB shall pay to the SUBLESSOR the sum of \$2,000.00 per month. Rent is payable in advance and is due on the fifteenth day of each month. Rent shall remain the same for years one and two and shall increase annually by 2% thereafter.

- A. **Utilities.** Natural gas heat, phone and electric utilities shall be paid by KPB for the duration of this Sublease Agreement. All other utilities are included in the Sublease Agreement rent and shall remain the responsibility of the SUBLESSOR.

3. **Term.** The initial lease term is 5 years commencing August 15, 2020. The Sublease Agreement term shall automatically renew annually thereafter until terminated by 90-days written notice.

4. **Termination.**

- A. Ninety (90) days' notice. After the initial term, any extended term may be terminated by either party by giving written notice of termination no less than 90 days in advance.
- B. Subject to KPB Assembly approval and annual appropriation of funds. This sublease shall automatically terminate without penalty on June 30 of any year during which the Kenai Peninsula Borough assembly fails to appropriate funds sufficient to make the lease payments on the leased property for the following fiscal year.
- C. Default. Should either KPB or SUBLESSOR default in the performance of the obligations of any covenants of this Lease agreement and fail to fully remedy such default within 30 days after written notice by the non-defaulting party, then the Lease agreement may be terminated by written notice to the defaulting party. If the SUBLESSOR is in default all rent hereunder shall abate during the period of any such default. Upon termination of this sublease agreement, SUBLESSOR shall refund to KPB any unearned advance rent paid by KPB.

5. **KPB Responsibilities.** The KPB covenants and agrees:

- A. To pay rent: The KPB will pay the said rent specified at the times and in the manner set out in paragraph 2 herein, except only in the case of fire or other casualty as herein provided.
- B. Not to assign. KPB shall not assign, sublet or part with the possession of all or any part of the leased premises without the prior written consent of the SUBLESSOR. SUBLESSOR shall not unreasonably withhold such consent.
- C. To permit SUBLESSOR to enter. The SUBLESSOR, upon 24 hours' notice, may access the premises during reasonable times for inspection, maintenance, or repair. KPB may elect to have a representative present during times of SUBLESSOR's access.
- D. To yield up premises. At the expiration of the term of this Lease agreement, KPB will peaceably yield up to the SUBLESSOR the premises, in good repair in all respects, reasonable use and wear and damage by fire and other casualties excepted.

E. Alterations. KPB may not alter the premises without first obtaining prior approval of SUBLESSOR.

6. **SUBLESSOR's Responsibilities & Warranties.** The SUBLESSOR covenants, guarantees and provides the following express warranties:

A. No existing restrictions interfere with the KPB's permitted and intended use of the leased property;

B. Adequate ingress and egress to leased property shall be provided throughout the Lease term;

C. SUBLESSOR has sufficient interest in property to grant tenant this leasehold;

D. KPB shall have quiet enjoyment of the premises;

E. The property is fit for its intended use;

F. Any use, treatment, storage, or transportation of hazardous substances has been in compliance with all applicable federal, state and local laws. No hazardous substances have been released, discharged, spilled, leaked, disposed of, or omitted on, in, or under the premises. The premises are free of hazardous substance; and

G. SUBLESSOR shall be responsible to maintain the premises in good repair at all times.

H. Grounds Maintenance. SUBLESSOR shall be responsible for routine grounds maintenance such as lawn mowing, watering and snow removal.

I. SUBLESSOR has obtained prior written consent of Lessor in its Lease Agreement with Lessor (Hereinafter referred to as "Master Lease Agreement") to sublease the Premises and Lessor has affirmed, guaranteed, and consented to being bound by the terms of this Sublease Agreement.

7. **Liability and Insurance.**

A. SUBLESSOR Insurance. During the Term, and any extended terms, SUBLESSOR at its sole cost and expense, agrees to keep the Leased Premises

insured against loss or damage by fire or other casualty insurable under standard fire and extended coverage insurance in an amount equal to the full current replacement cost of the Premises. SUBLESSOR shall be responsible and liable for its own acts and omissions under this Lease agreement and shall carry insurance adequate to protect its interest or to the extent required by law. For any employees of SUBLESSOR who provide work in connection with this Lease, SUBLESSOR shall maintain Worker's Compensation limits as required by state law.

- B. KPB Insurance. The KPB is self-insured and may maintain and carry insurance covering its employees, volunteers, property interest, and liabilities to the extent adequate to protect its interests or as required by law. Lessee's insurance will not insure SUBLESSOR against loss or liability of any type.
8. **Permits, Laws, and Taxes.** SUBLESSOR shall acquire and maintain in good standing all permits, licenses, and other entitlements necessary to its performance under this Sublease Agreement. All actions taken by the SUBLESSOR under this agreement shall comply with all applicable statutes, ordinances, rules and regulations. SUBLESSOR shall be responsible for and pay all taxes that may be due and owing to a federal, state, or local taxing entity.
9. **No Waiver.** No assent, expressed or implied, by either party to any breach of either party's covenants shall be deemed to be a waiver of any succeeding breach of the same covenants, nor shall any forbearance by a party to seek a remedy for any breach be deemed a waiver by that party of its rights or remedies with respect to such breach.
10. **Default on Master Lease Agreement; Consent to Sublease.** By signing the below Consent to Sublease document, incorporated by reference into this Sublease Agreement, Thomas Clark as the record owner of the property and Tom & Chevonne Clark as the Lessors in the Master Lease Agreement (hereinafter collectively the "Clarks"), hereby agree, affirm, and guarantee as follows:

(i) In the event of a default by Clark Management, Inc. (Lessee/Sublessor) on the Master Lease Agreement and/or termination of the Master Lease Agreement, the Clarks (Lessor in the Master Lease Agreement), shall: (a) allow the KPB to continue to occupy and possess the Premises pursuant to the terms and conditions of this Sublease Agreement; (b) shall not take any action to evict KPB from the Premises and shall not take action to terminate this Sublease so long as the KPB is

in compliance with the terms and conditions of this Sublease Agreement; and (c) direct the KPB to remit rent payments to a different payee or address but otherwise all terms and conditions of the Sublease Agreement shall remain in full force and effect with the Clarks standing in the shoes of the Sublessor.

11. **Integration.** This document contains the entire Sublease Agreement of the parties hereto. All negotiations, statements, representations, guarantees, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this Lease agreement and the performance of either party hereto, are merged and integrated into the terms of this document.
12. **Modification.** The parties may mutually agree to modify the terms of this agreement. Any modifications shall be in writing executed by both parties.
13. **Interpretation and Enforcement.** This Sublease Agreement has been drafted following negotiations between the parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this agreement shall be governed by the laws of the State of Alaska. The titles of sections in this agreement are not to be construed as limitations or definitions but are for identification purposes only.
14. **Severability.** If any section or clause of this agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this agreement shall remain in full force and effect.
15. **Notice.** Whenever notice is required hereunder, it shall be addressed as follows until written notice of change of address is given to the other party:

SUBLESSOR:

Clark Management, Inc.
P.O. Box 962
Anchor Point, AK 99556

SUBLESSEE/KPB:

Kenai Peninsula Borough
Attn: Planning Director
144 N. Binkley Street
Soldotna, AK 99669

16. **Counterparts.** This Sublease may be executed in several or separate counterparts, whether by facsimile or PDF signature or otherwise, each of which when so executed shall constitute an original and all of which together shall be deemed an original and all of which together shall constitute one and the same instrument.

CLARK MANAGEMENT, INC.

KENAI PENINSULA BOROUGH

Chevonne Clark
President

Charlie Pierce
Borough Mayor

Tom Clark
Secretary

ATTEST:

**APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:**

Johni Blankenship
Borough Clerk

Sean Kelley
Deputy Borough Attorney

KPB ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, 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: _____

SUBLESSOR ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020,
by Chevonne Clark, President, Clark Management, Inc.

Notary Public in and for Alaska
My commission expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020,
by Tom Clark, Secretary, Clark Management, Inc.

Notary Public in and for Alaska
My commission expires: _____

CONSENT TO SUBLEASE

By signing below, Thomas Clark as the record owner of the property and Tom & Chevonne Clark as the Lessors in the Master Lease Agreement (hereinafter collectively the "Clarks"), their heirs and assigns, hereby agree, affirm, and guarantee as follows:

(i) Consent. The Clarks consent to the Sublease Agreement; and

(ii) In the event of a default by Clark Management, Inc. (Lessee/Sublessor) on the Master Lease Agreement and/or termination of the Master Lease Agreement, the Clarks (Lessor in the Master Lease Agreement), shall: (a) allow the KPB to continue to occupy and possess the Leased Premises pursuant to the terms of the Sublease Agreement; (b) shall not take any action to evict KPB from the Premises so long as the KPB is in compliance with the terms and conditions of this Sublease Agreement; and (c) be bound by all terms and conditions of the Sublease Agreement which shall remain in full force and effect and survive termination of the Master Lease Agreement, with the Thomas and Chevonne Clark standing in the shoes of the Sublessor.

Chevonne Clark

Thomas (Tom) Clark

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by Chevonne Clark.

Notary Public in and for Alaska
My commission expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by Thomas Clark.

Notary Public in and for Alaska
My commission expires: _____

Introduced by: Mayor
Date: 08/04/20
Hearing: 09/01/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-19-02**

**AN ORDINANCE APPROPRIATING FUNDS TO PAY FEES ASSOCIATED WITH
COLLECTION OF REMOTE SALES TAX**

WHEREAS, the borough, through Ordinance 2020-03, amended KPB 5.18 Sales Tax and enacted KPB 5.19 Uniform Remote Seller Sales Tax Code; and

WHEREAS, Ordinance 2020-03 also authorized the borough to enter into an agreement with other taxing jurisdictions within Alaska to form the Alaska Remote Seller Sales Tax Commission (the “Commission”) in response to the U.S. Supreme Court’s decision in *South Dakota v. Wayfair*, which authorized states to require businesses without a physical presence to collect and remit sales taxes on in-state sales within certain limitations; and

WHEREAS, the borough has since participated in the organization and implementation of the Commission and fees have been established for the collection of these revenues; and

WHEREAS, based on the taxable sales reported to the Commission on behalf of the borough in fiscal year 2020, the estimated annual remote sales tax collections are \$1,000,000 for fiscal year 2021; and

WHEREAS, through the annual budgetary process for fiscal year 2021, no fees were appropriated due to the timing of the fee schedule establishment and the unavailability of the rates at that time;

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

SECTION 1. That funds in the amount of \$200,000 are appropriated from the General Fund fund balance 100.27910 to account number 100.11441.43011 to fund remote sales tax fees for fiscal year 2021.

SECTION 4. This ordinance takes effect immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY
OF *, 2020.**

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Finance Department

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor *CP*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: July 23, 2020

SUBJECT: Ordinance 2020-19_02 Appropriating Funds to Pay Fees Associated with Collection of Remote Sales Tax (Mayor)

On February 25, 2020 the borough assembly, through Ordinance 2020-03 amended KPB 5.18 Sales Tax and enacted KPB 5.19 Uniform Remote Seller Sales Tax Code, enabling the Kenai Peninsula Borough (the "borough") to collect sales tax from remote sellers that sell goods or services within the borough. The ordinance also authorized the borough to enter into an agreement with taxing jurisdictions within Alaska to form the Alaska Remote Seller Sales Tax Commission (the "Commission") in response to the U.S. Supreme Court's decision in *South Dakota v. Wayfair*.

The borough, as a founding member, has since participated in the organization and implementation of the Commission. Fees have been established through board actions for the collection and administration of these taxes. Based on the taxable sales reported to the Commission on behalf of the Kenai Peninsula Borough in fiscal year 2020, the annual remote sales tax collections are estimated to be \$1,000,000 for fiscal year 2021. Through the annual budgetary process for fiscal year 2021, no fees were appropriated due to the timing of the fee schedule establishment and the unavailability of the rates at that time. This ordinance appropriates funds to pay the software and administration fees to the Commission for the collection of remote sales taxes during fiscal year 2021.

Your consideration of this ordinance is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>100.27910</u>
Amount:	<u>\$200,000.00</u>
By: <i>CP</i>	Date: <u>7/20/2020</u>

Introduced by: Mayor
Date: 08/04/20
Hearing: 09/01/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-19-03**

**APPROPRIATING FUNDS FROM THE SOUTH PENINSULA HOSPITAL PLANT
REPLACEMENT AND EXPANSION FUND FOR THE HOMER MEDICAL CLINIC
ROOF REPLACEMENT**

WHEREAS, in 2017, Ordinance 2016-19-41, appropriated general obligation bond funds for the renovation of the Homer Medical Clinic facility operated by South Peninsula Hospital; and

WHEREAS, at that time a priority for replacement of the approximately 5,500 square foot existing facility roof was set aside due to the lack of funding for its completion; and

WHEREAS, since that time the older portion of the facility roof has reached its end of useful life and is in need of replacement; and

WHEREAS, funding was available to start the design efforts with the intent to complete the roof replaced as soon as possible; and

WHEREAS, the total estimated cost of the construction portion of the project is \$360,000; and

WHEREAS, due to the aging condition of the roof it is in the best interest of the borough to have the roof replaced; and

WHEREAS, at its regular meeting held on _____, 2020, the SPH, Inc. board recommended _____; and

WHEREAS, at its meeting held on _____, 2020, the South Kenai Peninsula Hospital Service Area Board recommended _____;

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

SECTION 1. That funds in the amount of \$206,190.95 are appropriated from the South Peninsula Hospital Plant Replacement and Expansion Fund account 601.20601 to be transferred to account 491.81210.21MRF.49999 for the Homer Medical Clinic roof replacement.

SECTION 2. That funds in the amount of \$153,809.05 are appropriated from the South Peninsula Hospital Plant Replacement and Expansion Fund account 491.20602 into account 491.81210.21MRF.49999 for the Homer Medical Clinic roof replacement.

SECTION 3. That the appropriations made in this ordinance are of a project length nature and as such do not lapse at the end of any particular fiscal year.

SECTION 4. This ordinance takes effect immediately upon enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2020.

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor *CP*
Brandi Harbaugh, Finance Director *BH*

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

DATE: July 23, 2020

RE: Ordinance 2020-19-03 Appropriating Funds from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Homer Medical Clinic Roof Replacement (Mayor)

In 2017, Ordinance 2016-19-41 appropriated general obligation bond funds for the renovation of the Homer Medical Clinic facility operated by South Peninsula Hospital. A renovation and expansion project was completed in 2017. At that time a priority for replacement of the existing facility roof was set aside due to the lack of funding for its completion. Since that time the older portion of the facility's roof has reached its end of useful life and is in need of replacement. Utilizing the remaining bond funds, a design project has been initiated with the intent of completing the roof replacement project before the end of the 2020 construction season.

The total project construction cost is estimated at \$360,000. Due to the degraded condition of the existing roof it is in the best interest of the borough to have the roof replacement completed as soon as possible.

This ordinance appropriates funds of \$206,190.95 from the fund 601 South Peninsula Hospital legacy Plant Replacement and Expansion Fund and \$153,809.05 from the fund 491 South Peninsula Hospital Plant Replacement and Expansion Fund.

In years prior to 2017, per the operating agreement between South Peninsula Hospital Inc. and the Kenai Peninsula Borough, funds in excess of 90 days operating cash were deposited and held in the service areas operating fund. This ordinance will liquidate the remaining PREF funds in fund 601 and any future PREF funds will be held in the South Peninsula Hospital Capital Projects Fund, consistent with current operations.

Your consideration of this ordinance is appreciated.

FINANCE DEPARTMENT	
ACCOUNT / FUNDS VERIFIED	
Acct. No. <u>601.20601</u>	Amount: <u>\$206,190.95</u>
Acct. No. <u>491.20602</u>	Amount: <u>\$153,809.05</u>
By: <u><i>CP</i></u>	Date: <u>7/22/2020</u>

Introduced by: Mayor
Date: 08/04/20
Hearing: 09/01/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-35**

AN ORDINANCE AUTHORIZING THE ASSESSOR TO ACCEPT ONE LATE-FILED SENIOR CITIZEN EXEMPTION APPLICATION FOR 2020 FILED AFTER MARCH 31 AND PROVIDING AN EXCEPTION TO KPB 5.12.040(B)

WHEREAS, KPB 5.12.105(E) provides that an application for a senior citizen exemption must be filed by March 31 of the year for which the exemption is sought; and

WHEREAS, in accordance with AS 29.45.030(f) and KPB 5.12.105(E) the assembly may, for good cause shown, waive the claimant's failure to make timely application and authorize the assessor to accept the application as if timely filed; and

WHEREAS, in accordance with KPB 5.12.105(E)(4) if an otherwise qualified claimant is unable to comply with the March 31 deadline for filing an application, and the inability to comply is caused by a serious condition or extraordinary event beyond the taxpayer's control, the assembly may waive the claimant's failure to file the application by such date, and authorize the assessor to accept the application as if timely filed; and

WHEREAS, the applicant has submitted an affidavit stating that she had extraordinary circumstances which prevented her from timely filing a 2020 senior citizen exemption application; and

WHEREAS, in accordance with KPB 5.12.040(B) the assessor shall not make changes to the assessment roll after June 1 except for the reasons provided therein, which do not include adjustments for late-filed senior exemption applications; and

WHEREAS, an exception to KPB 5.12.040(B) is required because even when the assembly has approved a late-filed senior exemption application after June 1, code does not allow the assessor to make a change to the assessment roll after June 1 due to a tax exemption status change;

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

SECTION 1. Upon reviewing the one senior citizen exemption application and documentation or affidavit submitted with this ordinance, the assembly hereby waives the March 31 deadline for filing an application for the 2020 senior citizen exemption based

upon a finding that the applicant was unable to comply with that deadline due to a serious condition or extraordinary event beyond her control.

SECTION 2. That the assessor shall process the application in accordance with standard assessing department procedures for processing such applications.

SECTION 3. Notwithstanding KPB 5.12.040(B), in the event the assessor finds that the one late-filed senior exemption application should be otherwise approved, the assessor is hereby authorized to make a change to the assessment roll after June 1, 2020 to reflect the approved exemption.

SECTION 4. That this ordinance shall take effect immediately upon its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2020.

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Assessing Department

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor CP

FROM: Melanie Aeschliman, Director of Assessing Mk

DATE: July 23, 2020

RE: Ordinance 2020- 35, Authorizing the Assessor to Accept One Late Filed Senior Citizen Exemption Application and Providing an Exception to KPB 5.12.040(B) (Mayor)

One Senior Citizen Exemption applicant has requested that the assembly allow the assessor to accept a late-filed Senior Citizen Exemption Application received after March 31, 2020.

KPB 5.12.105 and AS 29.45.030(f) allow for late-filed exemptions to be granted by the assembly. For an application filed after March 31 the applicant must file an affidavit stating good cause for failure to comply with the deadline. Good cause is defined by KPB 5.12.105(E)(4) as:

... an inability to comply with the March 31 deadline that was caused by a serious condition or extraordinary event beyond the taxpayer's control. A serious condition or extraordinary event may include a serious medical condition or other similar serious condition or extraordinary event.

Ronna Olsen has applied late for the 2020 Senior Citizen Exemption and provided a late-filed waiver. She has additionally provided a letter from her physician confirming that she was out of state receiving medical treatment for a serious medical condition during the normal application period. Based upon a review of Mrs. Olsen's exemption application she would qualify for exemption if her late-filed request is authorized by the assembly.

Your consideration of this ordinance is appreciated.

RECEIVED

JUL 13 2020

SENIOR CITIZEN EXEMPTION

KPB ASSESSING DEPT

2020

DUE ON OR BEFORE MARCH 31 OF THE EXEMPTION YEAR
APPLICANTS MUST BE AGE 65 ON OR BEFORE DECEMBER 31
OF THE PRECEDING YEAR.

Proof of age is required prior to application approval.



1-800-477-3333

PIN: 15959046 -house (Primary)
159-590-57 Conex, drive

Physical Address: 65601 GREENTREE AVE

OLSEN GREGORY & RONNA REVOCABLE TRUST
2017
PO BOX 39215
NINILCHIK AK 99639-0215

Legal Description: 1 25 R 14W SEC 2 Seward Meridian HM
G860015 FAIRWOOD SUB 1985 ADDN PT 2 101 56

Home Phone: _____

Cell Phone: 907- _____

Spouse's Name: Gregory P Olsen

Applicant's Date of Birth: _____ Spouse's Date of Birth: _____

Applicant's SSN: _____ Spouse's SSN: _____

I am applying as a: [X] Senior age 65 and spouse
[] Individual age 65 or older [] Surviving spouse age 60 or older

Dwelling Type: [X] Single Family [] Multi-Family Dwelling
[] Mobile Home [] Other
[] Condominium
Is any portion of this property used for:
Commercial Use? [] YES [X] NO
Rental Purposes? [] YES [X] NO
Explain: _____

Is occupancy shared with someone other than your spouse and/or minor children? [] YES [X] NO

If yes, when did shared occupancy begin? _____

What portion of the home do they occupy? _____

If live-in care is medically necessary, attach a letter from a physician recommending need for live-in care.

Do you or your spouse own property in another Borough or State? [X] YES [] NO
Please list your other property address, city & state:
6730 Eileen Cir Anchorage AK 99517 - NO EXX
8738 West 41st Ave Anch. AK - NO EXX
19777 N Los Altos Way Surprise AZ 85374 - NO EXX
Alaska Permanent Fund Eligibility
438 S. Kihel Rd Kihel, HI 96753 - NO EXX

When was the last year you applied for the Alaska Permanent Fund Dividend? 2019

Will you apply for the next Permanent Fund Dividend? [X] YES [] NO What year will that be? 2020

Applicants who do not receive an Alaska Permanent Fund Dividend must complete KPB Supplemental Form #1 or the application will be denied. [Supplemental forms are available at the Assessing Department or on-line.]

I CERTIFY: This property is my primary residence and permanent place of abode. I occupied it as my primary residence for a minimum of 185 days in the year prior to the year of this application. (If you do not meet this requirement, you must provide satisfactory evidence that you meet the statutory criteria for an allowable absence under AS 43.23.008.) I hereby attest that the information above is true and correct to the best of my knowledge, and I will notify the borough assessing department if I do not meet this requirement in any future year for the duration of this exemption.

Ronna Lyn Olsen

Ronna Lyn Olsen

7/13/20

PRINT OWNER NAME

SIGNATURE

DATE

*** ASSESSOR'S USE ONLY ***

ISBN

Table with columns: NEW FILING, OCCUPANCY, AGE, FULL, VARIABLE, APPROVED, ENTERED BY, PRIOR FILING, OWNERSHIP, PERM FUND, CONTIG, DENIED.

AFFIDAVIT OF 159-590-46 & 159-590-51
(Senior Citizen or Disabled Veteran Applicant Name)

**AND APPLICATION FOR APPROVAL OF LATE FILING
FOR SENIOR CITIZEN OR DISABLED VETERAN EXEMPTION**

This application is made pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax - Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

Good cause means an inability to comply with the March 31 deadline that was caused by a serious condition or extraordinary event beyond the taxpayer's control. A serious condition or extraordinary event may include a serious medical condition or other similar serious condition or extraordinary event. (Absent extraordinary circumstances, a mere failure to pick up or read mail or to make arrangements for an appropriate and responsible person to pick up and read mail or a failure to provide a current address to the Department of Assessing will not be deemed good cause). Failure to meet the filing deadline is based upon the following good cause:

Please describe the serious condition or extraordinary event that caused your failure to meet the March 31st filing deadline. (Please attach any documentation you may have that supports your request).

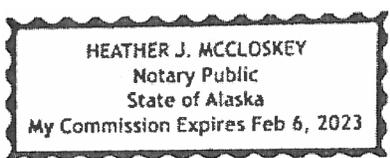
PLEASE SEE ATTACHED LETTER FROM MAYO
CLINIC.

FURTHER AFFIANT SAITH NAUGHT.

Dated at _____ Alaska, this 13th day of July, 20 20

Ronna R. Olson
Applicant Signature

SUBSCRIBED AND SWORN to before me this 13 day of July, 20 20



Heather J. McCloskey
Notary Public
My Commission Expires: 2.6.2023

Exemption applications submitted for consideration for late-file acceptance will be forwarded to the Assembly by the Mayor's Office.

Assembly Action: APPROVED _____ DENIED _____

Introduced by: Mayor
Date: 08/04/20
Hearing: 09/01/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-36**

**AN ORDINANCE AMENDING KPB 20.70 VACATION REQUIREMENTS AND KPB 21.20
HEARINGS AND APPEALS TO IMPROVE VACATION AND HEARING OFFICER
APPEAL PROCEDURES**

WHEREAS, amendments to KPB 20.70, Vacation Requirements, and KPB 21.20, Hearings and Appeals, are needed to clarify vacation and appeal procedures; and

WHEREAS, the amendments to KPB 20.70 will improve practice and procedure for processing vacation petitions by providing standards to evaluate vacation petitions and clarifying the process following a vacation decision by the planning commission; and

WHEREAS, KPB 21.20 currently indicates that the assembly will sit as hearing officer to hear appeals of vacation petitions approved by the planning commission; and

WHEREAS, a party that disagrees with the legislative action of the governing body's veto or consent action may appeal that action to the superior court; and

WHEREAS, other amendments to KPB 21.20 clarify who is a party of record to a hearing officer appeal, the record on appeal, statements that may be submitted to the hearing officer, and improves the process for appeals where borough administration chooses not to participate as a party to an appeal filed before the hearing officer; and

WHEREAS, at its meeting of August 10, 2020, the Planning Commission reviewed this ordinance and recommended _____;

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

SECTION 1. That a new section KPB 20.70.035 is hereby enacted:

20.70.035. Approval of Vacations.

The planning commission shall consider the merits of each request to vacate a street, public right-of-way, public area, public access easement, and utility easement, and in all cases the planning commission will deem the area being vacated to be of value to the borough unless proven otherwise. The burden of proof shall lie entirely with the

petitioner. In considering any vacation of a street, public right-of-way, public area, or public easement the borough shall consider the following standards:

- A. The current and future needs of the right-of-way, public access easement, or public areas.
- B. The vacation of the right-of-way, public access easement, or public areas will not limit access to surrounding property and all neighboring parcels are served by dedicated right of way or public access easements.
- C. The vacation of the right-of-way or public access easement will not be detrimental to the public welfare.
- D. The borough will consider realignment of a right-of-way by vacation and rededication where the planning commission finds that the right-of-way realignment will enhance access and the realigned right-of-way is located to provide reasonable means of ingress and egress.

SECTION 2. That KPB 20.70.040 is hereby amended as follows:

20.70.040. Application—Petition required.

- A. A platted right-of-way or platted public area may not be vacated, except upon petition by resolution of the governing body from a municipality in which the property is located or by the owners of the majority of land fronting or abutting the right-of-way or public area to be vacated. The petition shall be filed with the planning commission.
- B. A petition to vacate a utility easement [ONLY MUST] may only be submitted by the state, the borough, a public utility, or the owners of the land subject to the easement.

SECTION 3. That KPB 20.70.050 (B)is hereby amended as follows:

20.70.050. Petition—Information required.

- A. A recorded plat may not be altered or replatted except by the platting authority on petition of the state, the borough, a public utility, or the owners of the majority of the land affected by the alteration or replat. A platted street may not be vacated, except on petition of the state, the borough, a public utility, or the owners of a majority of the land fronting the part of the street sought to be vacated. The petition shall be filed with the platting authority and shall be accompanied by a copy of the existing plat showing the proposed alteration or replat.

- B. Persons listed on the borough assessor's tax roll shall be deemed the legal owners for purposes of the vacation petition. The petition shall include a statement containing the reasons in support of the vacation and be accompanied by a minimum of three copies of a sketch clearly indicating the proposed vacation, submitted to the planning department at least 30 calendar days in advance of the meeting at which it will be considered. [ADDITIONAL COPIES MAY BE REQUIRED AS NEEDED.] The format and number of copies shall be determined by the planning director. In cases where encroachments on public rights-of-way are in question, an as-built survey, sealed by a surveyor, is required showing the improvements, existing travelways, amount of encroachment, and any other submittal as requested by the planning commission. The burden of proof shall lie with the petitioner to support the vacation.

...

SECTION 4. That KPB 20.70.080 is hereby amended as follows:

20.70.080. Utility easement vacations.

- A. Where a vacation petition is for a utility easement only, the petitioner has the responsibility to obtain comments from the KPB Road Service Area, all appropriate utility providers, and the jurisdictional authority of the adjoining right-of-way, if applicable, and submit those comments with the petition. The petition must be signed by the owners of the land subject to the easement as shown on the most current Kenai Peninsula Borough tax rolls. A sketch showing the location of the requested vacation must accompany the petition. A public hearing is not required in the case of vacation of a utility easement that is not associated with the vacation of a right-of-way.
- B. Publication of a notice in the newspaper is not required for utility easement vacations.
- C. A notice shall be sent by regular mail to each property owner as shown on the Kenai Peninsula Borough tax rolls within a 300-foot radius from the utility easement proposed for vacation at least 14 days prior to the scheduled public hearing.
- D. When the application is complete, within ten working days the planning director will schedule the petition to be heard by the planning commission. [TAKE ACTION ON THE REQUESTED VACATION WITHIN TEN WORKING DAYS, EITHER APPROVING OR DENYING THE REQUESTED VACATION. IF THE DIRECTOR APPROVES THE VACATION,] The vacation may be finalized by a vacation resolution that will be prepared and taken to the planning commission for adoption, in accordance with KPB 20.70.140, or[.]the owner may finalize the vacation in conjunction with a preliminary plat depicting the requested vacation, that shall be submitted

in accordance with KPB Title 20. [IF THE DIRECTOR DENIES THE VACATION, A LETTER CONTAINING THE REASONS SUPPORTING THE DENIAL WILL BE SENT TO THE PETITIONER. THE DIRECTOR MAY CHOOSE TO FORWARD ANY UTILITY EASEMENT VACATION REQUEST TO THE PLANNING COMMISSION FOR ACTION. IF THE REASONS FOR DENIAL ARE RESOLVED, THE PETITIONER MAY SUBMIT A NEW PETITION FOR VACATION WITH DOCUMENTATION THAT THE ISSUES HAVE BEEN RESOLVED, ACCOMPANIED BY A NEW FEE.]

- E. If the utility easement will be finalized in conjunction with the recording of a subdivision plat in accordance with KPB Title 20, the final plat must be recorded within one year of the planning commission's approval or the municipal vacation consent in KPB 20.70.110
- F. For the purposes of vacations, a utility easement is defined under KPB 20.90.010 "Easement" (B) – Utility Easement.

SECTION 5. That KPB 20.70.090 is hereby amended as follows:

20.70.090. Notice required.

[THE PLANNING DIRECTOR SHALL PUBLISH A NOTICE STATING WHEN AND BY WHOM THE PETITION WAS FILED, ITS PURPOSE, AND THE TIME AND PLACE OF THE PUBLIC HEARING. THE NOTICE SHALL DESCRIBE, THROUGH BOTH LEGAL AND GENERAL DESCRIPTION, THE LOCATION, NATURE, AND EXTENT OF THE VACATION. THE NOTICE SHALL BE PUBLISHED ONCE A WEEK FOR TWO CONSECUTIVE WEEKS IN A NEWSPAPER OF GENERAL CIRCULATION IN THE AREA OF THE VACATION.] Except for utility easement vacations under KPB 20.70.080, [C]certified mail notice shall [ALSO] be mailed to each property owner as shown on borough tax rolls within a 300-foot radius and regular mail notice sent to owners within the next 300-foot radius to equal a 600-foot total notice radius from the boundaries of the area proposed to be vacated. If the 600-foot radius does not include owners other than the petitioner(s), notice must be sent to owners of parcels adjoining the boundaries of the parcel(s) that contain the area of the proposed vacation. Notice by email or by regular mail shall be sent to all public utilities operating within the general area of the vacation and to the municipality in which the property is located.

Notice of public hearing shall be posted in a public area such as a post office, community center, or library. Public hearings will be advertised twice, once on the agenda published in a local newspaper of general circulation and either on the KPB website or KPB social media. The notice shall include:

- a. Name of applicant and/or surveyor;
- b. General location;

- c. Legal description;
- d. Summarized purpose;
- e. Time and location of public hearing; and
- f. KPB File number.

SECTION 6. That KPB 20.70.110 is hereby amended as follows:

20.70.110. Vacation [CONSENT] decision - City council or assembly.

A vacation approval or denial of a [CITY] street, public right-of-way, public area, utility easement, or public easement located within an incorporated city [MAY NOT BE APPROVED WITHOUT THE CONSENT OF THE CITY COUNCIL] must be sent to the city for consent or veto of the vacation decision. A vacation of a street, right-of-way, public area, utility easement, or public easement within the borough outside of the boundaries [LIMITS]of a city [IES MAY NOT BE MADE WITHOUT THE CONSENT OF THE BOROUGH ASSEMBLY] must be sent to the assembly for consent or veto of the vacation decision. The assembly or council shall have 30 calendar days from the date of [APPROVAL]the planning commission decision in which to veto the planning commission decision. If no veto is received by the planning director within [THE SPECIFIED PERIOD] 30 calendar days of the date of the planning commission decision, the city or borough shall be considered to have given consent to the vacation. An appeal of a city council or borough assembly action under this provision must be filed in the superior court in accordance with the Alaska Rules of Appellate Procedure.

SECTION 7. That KPB 20.70.130 is hereby amended as follows:

20.70.130. Vacation plat—Preparation, approval and recording.

Upon approval of the vacation request by the planning commission and no veto by the city council or assembly, the applicant shall have a surveyor prepare and submit a plat including the entire area approved for vacation in conformance with KPB 20.10.080, or KPB 20.25. Only the area approved for vacation by the assembly or council may be included on the plat. The final plat must be recorded within one year of the vacation consent in KPB 20.70.110. No extensions of time may be granted for the right-of-way vacation. To allow time for State of Alaska Department of Natural Resources (DNR) review and approval, section line easement vacation plats must be recorded within four years of the vacation consent in KPB 20.70.110.

SECTION 8. That KPB 20.70.140 is hereby amended as follows:

20.70.140. Vacation resolution—Easement.

Upon approval of an easement vacation not associated with the vacation of a right-of-way or not requiring transfer of title or platting action, a vacation resolution may be adopted by the planning commission and recorded by the planning department within the time frame set out in the resolution to finalize the vacation. The petitioner is responsible for the recording fees as well as a legal description of the area to be vacated. The legal description shall be a written description and/or a drawing prepared, stamped, and signed by a land surveyor.

SECTION 9. That KPB 20.70.130 is hereby amended as follows:

20.70.220. Section line easement vacations.

Section line easement vacation petitions must comply with the requirements of KPB 20.70.040, 20.70.050 and 20.70.060 [A FEE IS REQUIRED IN COMPLIANCE WITH KPB 20.70.060]. Public hearing and notice must comply with the requirements of KPB 20.70.070, [20.70.080]20.70.090, 20.70.100, 20.70.110, [AND] 20.70.120, and 20.70.130. [THE MAIL NOTICE REQUIRED IN KPB 20.70.090 MAY BE BY REGULAR MAIL. PUBLICATION ON THE PLANNING COMMISSION AGENDA, ADVERTISED ONCE IN LOCAL PAPERS, POSTED IN PUBLIC AREAS, AND ON THE BOROUGH WEBSITE PRIOR TO THE MEETING WILL SATISFY THE PUBLISHING REQUIREMENT.] The petitioner is responsible for all submittals required by the State of Alaska Department of Natural Resources (DNR) in compliance with their procedures. The petition must be reviewed and approved by the planning commission but final authority for approval and platting of the vacation rests with DNR. The petitioner is responsible for coordination with DNR and submittals to DNR.

SECTION 10. That KPB Chapter 21.20.210 is hereby amended as follows:

21.20.210 Definitions

- A. For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:
1. "Aggrieved party or person" means a party of record adversely impacted by the decision of the hearing officer who participated before the hearing officer either by written or oral presentation.
 2. The "appellant" is the party who pays the filing fee and initially files the notice of appeal.
 3. The "applicant" is the party that made application with the planning department for a permit, plat, variance or other entitlement subject to a quasi-judicial process under KPB Title 20 or 21.
 4. "Ex parte" means by or for one party; done for, on behalf of, or on the application of, one party only.
 5. "Party of record" means:
 - a. The applicant before the planning commission,

- b. Any party or person aggrieved by the decision where the decision has or could have an adverse effect on value, use or enjoyment of real property owned by them who appeared before the planning commission with either an oral or written presentation, and who owns lands within the notification radii. A signature on a petition does not qualify the signatory as a party of record.

[(1) A SIGNATURE ON A PETITION DOES NOT QUALIFY THE SIGNATORY AS A PARTY OF RECORD. WITHOUT A SEPARATE ORAL OR WRITTEN PRESENTATION TO THE PLANNING COMMISSION.]

...

SECTION 11. That KPB Chapter 21.20.230 is hereby amended as follows:

21.20.230. Jurisdiction.

- A. Unless a different appellate procedure is provided by this Code, the hearing officer is authorized to hear and decide appeals from quasi-judicial planning commission decisions.
- [B. THE ASSEMBLY SHALL CONSIDER VACATION PETITIONS APPROVED BY THE PLANNING COMMISSION IN ACCORDANCE WITH THE PROCEDURES IN KPB CHAPTER 20.70.]

SECTION 12. That KPB Chapter 21.20.250 is hereby amended as follows:

21.20.250. Appeal of planning commission decision to hearing officer.

- A. *Time; fees.* Any party of record may file an appeal of a decision of the planning commission within 15 days of the date of the notice of the decision with the borough clerk on the forms provided, and by paying the filing and records preparation fee in the amount listed in the most current Kenai Peninsula Borough Schedule of Rates, Charges and Fees. An appeal may be filed by personal delivery or mail as long as it is complete and received in the clerk's office by 5:00 p.m. on the day the notice of appeal is due.
- B. An application to proceed with an appeal as an indigent may be filed with the borough clerk's office on a form provided by the borough clerk in lieu of the filing fee. The hearing officer may allow an applicant who qualifies as an indigent a reduced filing fee, a payment plan, or a waiver of the filing fee where the hearing officer is able to make a written finding, based on information provided by the applicant, that payment of the appeal fee would be a financial

hardship for the appellant. Based upon the information provided, the fee may be reduced or waived in accordance with the following schedule:

Annual income as a Percent of current Health and Human Services (HHS) Poverty Guidelines for Alaska	Percent of fee reduced
1—100%	100% Waiver
101—149%	75% Waiver
150—174%	50% Waiver
175—199%	25% Waiver
200% plus	No Waiver

Any appellants with income equal to or less than 200 percent of the HHS poverty guidelines for Alaska for the year in which the appeal is filed may apply for a payment plan in which the filing fee shall be paid in full within in six months of the date of filing.

- C. All appeals shall be to the hearing officer, and shall be conducted in accordance with the provisions of this chapter, unless otherwise provided by the Kenai Peninsula Borough Code.
- D. *Notice of appeal.* The notice of appeal must 1) state the decision from which the appeal is taken; 2) state with specificity the errors asserted in the findings of fact or conclusions of law; and 3) state the relief sought on appeal, including a statement of whether the decision should be reversed, modified, or remanded for further proceedings.
- E. *Entry of appearance.* The borough clerk shall mail or otherwise deliver copies of the notice of appeal to all parties of record in the proceeding appealed within 15 days of the date of filing the notice of appeal. Proof of service upon each party shall accompany the notice of appeal. Any party desiring to participate in the appeal process must file an entry of appearance containing that party's name and address and signature, or the name and address of the party and the name and address and signature of the party's representative, within 15 days of the date of mailing of the notice of appeal by the borough clerk. If borough staff is not participating in the appeal beyond providing the required staff overview and answering questions of the hearing officer, a notice of non-participation shall be filed with the borough clerk. Proof of service of the entry of appearance upon each party shall be made in the manner prescribed in KPB 21.20.280(D). Any party filing an entry of appearance may file additional designations of error or other alternative requests for modification or reversal of the decision.

SECTION 13. That KPB Chapter 21.20.270 is hereby amended as follows:

21.20.270. Record on appeal.

- A. *Record; contents.* For the purposes of appeal, the record shall include:
 - 1. The filed application or complaint which initiated the proceedings before the planning commission;

2. All informational materials supplied to the commission or relied upon by the planning director or staff in making its report or recommendations to the planning commission;
 3. All informational materials which were entered into the record or minutes of the proceeding before the commission;
 4. The report of the initial investigation by the planning department, and where applicable the enforcement order or decision of the planning director;
 5. All testimony and all documents or other evidence received by the planning commission from the parties or other witnesses during the proceedings;
 6. The decision of the planning commission;
 7. The planning commission's findings of fact; and
 8. The minutes of the planning commission and a verbatim transcript of the planning commission hearing.
- B. *Record; preparation.* The planning department shall complete and file the transcript with the borough clerk within 30 days after the deadline for filing entries of appearance. The planning director shall certify the paginated and indexed record and minutes on appeal within 30 days after the deadline for filing entries of appearance. One copy of the record shall be provided to a party paying the filing fee. A copy shall also be provided to the applicant if the applicant is not the appellant. A notice of certification of record shall be provided to all parties by the borough clerk. Copies of the record may be provided to other parties or any other persons upon payment of a handling charge in the amount listed in the most current Kenai Peninsula Borough Schedule of Rates, Charges and Fees.
- C. *Appeal on the record; new evidence.* Appeals to the hearing officer shall be on the record. No new evidence, or illustrative documents or attachments to written statements, may be filed without prior approval of the hearing officer after a showing by the moving party that there exists cause for supplementing the record and that even with due diligence the new evidence could not have been provided at the public hearing before the planning commission and a reasonable opportunity for all other parties of record to submit comments.

SECTION 14. That KPB Chapter 21.20.280 is hereby amended as follows:

21.20.280. Written statements.

- A. *Opening statement.* A party of record who entered an appearance in the appeal [APPELLANT, STAFF AND THE APPLICANT IF THE APPLICANT IS NOT THE APPELLANT] shall submit a written statement which shall be filed with the borough clerk within 20 days of the clerk issuing notice that a completed record and transcript have been filed. The written statement may include a statement of facts as derived from the record on appeal, a statement of the party's perception of the correctness of the planning commission decision, a list of asserted errors, and any citations to applicable statutes, ordinances, regulations or other legal authority for the position taken by the party to the appeal. Failure to timely submit the opening written statement will result in dismissal of that party from the appeal. Multiple parties may preserve their party status by filing a single written statement; however, the written statement must clearly identify all parties filing the single statement. The hearing officer may waive irregularities in the content of the notice of appeal or written statements. In appeals where staff does not enter an appearance, the staff overview may be provided in writing when opening statements are due.
- B. *Reply statement.* Each party filing an opening statement may submit a reply statement within 20 days of the filing deadline for the initial written statements. The reply shall be limited to response to matters specifically raised in the statement responded to. A party shall file a single reply statement in response to all opening statements filed.
- C. *Extension.* The hearing officer, upon good cause shown, may grant an extension of time to any party or legal representative for the completion of any act required under this section, except for the filing of the notice of appeal, where the remaining parties will not appear to be unduly prejudiced by the delay. An extension permitted one party shall be extended to all parties by notice from the borough clerk. Motions for extensions shall comply with the provisions of KPB 21.20.280(D) and 21.20.300.
- D. *Service.* Service of written statements shall be made on all parties of record for briefs and on parties permitted to file motions and respond to motions by KPB 21.20.300. Service shall be made by the borough clerk either by mail or personal delivery within two business days of the filing deadline. Service by email or facsimile is permitted when the party to be served has affirmed in writing the acceptance of alternate forms of service.
- E. *Additional written statements.* Unless the hearing officer requests supplemental written statements from the parties of record or staff, no additional written statements shall be accepted.

SECTION 15. That this ordinance take effect immediately upon enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2020.

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

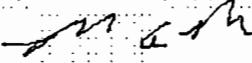
No:

Absent:

Kenai Peninsula Borough
Planning Department

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor 
Marcus Mueller, Acting Planning Director 

FROM: Scott Huff, Planning Manager 
Sean Kelley, Deputy Borough Attorney 

DATE: June 23, 2020

RE: Ordinance 2020-36, Amending KPB 20.70 Vacation Requirements and KPB 21.20 Hearings and Appeals to Improve Vacation and Hearing Officer Appeal Procedures (Mayor)

Amendments to KPB 20.70, Vacation Requirements, and KPB 21.20, Hearings and Appeals, are needed to clarify and improve vacation and appeal procedures. A sectional summary of the proposed code changes is provided below.

The amendments to KPB 20.70, Vacation Requirements, are as follows:

KPB 20.70.035: Approval of vacations – New section added to provide the planning commission with standards in considering vacation petition.

KPB 20.70.040(B): Application—Petition required – Amended to clarify who may submit a petition to vacate a utility easement.

KPB 20.70.050: Petition—Information required – Amended for clarity regarding the borough official that determines the format and number of copies required when a vacation petition is submitted.

KPB 20.70.080: Utility easement vacations – Amended to state that the planning director will schedule all utility easement petitions to be heard by the planning commission; to clarify processing procedures; and to explicitly tie this section of code to the definition for Utility Easement found in KPB 20.90.010.

KPB 20.70.090: Notice required – Amended to better state the notice that is required for a public hearing on a vacation petition and to clarify that certified mail notice is not required for utility easement vacations under KPB 20.70.080.

KPB 20.70.110: Vacation decision – Amended to state that both denial and approval decisions go to a city (if within a city) or the borough (if outside city)

boundaries) for veto or consent action. This section is also amended to clarify that an appeal of a city or borough action under this section must be filed with the superior court. The city or borough veto or consent action is a final legislative act.

KPB 20.70.130: Vacation plat—Preparation, approval and recording – Amended regarding extension of time to record a final vacation plat and to provide a longer time limit for section line vacation plats.

KPB 20.70.140: Vacation resolution--Easement – Amended to specify that the petitioner is responsible for providing a good legal description for a vacation resolution.

KPB 20.70.220: Section line easement vacation – Amended for consistency purposes in cross referencing other sections of borough code.

The amendments to KPB 21.20, Hearings and Appeals, are as follows:

KPB 21.20.210: Definitions – Amended definition for “Party of record” to require an aggrieved party to own property within the notification radii.

KPB 21.20.230(B): Jurisdiction – Deleted in its entirety to affirm that the action by the borough or a city, if within a city’s boundaries, either vetoing or consenting to the planning commission’s vacation decision, is a final legislative action. The action is not subject to administrative appeal. The action may be appealed to the superior court. This section is a holdover from old code language that was never updated to be consistent with KPB 20.70.110.

KPB 21.20.250: Appeal of planning commission decision to hearing officer – Amended to specify that a notice of non-participation should be filed by the borough administration when it is not participating as a party to a hearing officer appeal.

KPB 21.20.270: Record on appeal – Amended to explicitly state that hearing officer appeals are on the record appeals and new evidence may only be provided upon prior approval of the hearing officer.

KPB 21.20.280: Written statements – Amended for clarity to state that only a party of record who enters an appearance in the appeal must file an opening statement and to clarify that, unless otherwise requested or ordered by the hearing officer, only the written statements listed will be accepted.

Your consideration of this ordinance is appreciated.



June 29, 2020

City of Soldotna
Kenai Peninsula Borough
Attn: City/Borough Clerk
Via Email: cityclerk@soldotna.org, JRodgers@kpb.us, SNess@kpb.us, joanne@borough.kenai.ak.us,
tshassetz@kpb.us

License Type:	Restaurant/Eating Place	License Number:	5919
Licensee:	Melodie Allen		
Doing Business As:	Small Town Coffee Roasters		
Premises Address:	43335 Kalifornsky Beach Road Ste 22, Soldotna		

- New Application**
 Transfer of Ownership Application
 Transfer of Location Application
 Transfer of Controlling Interest Application

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant’s proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Glen Klinkhart, Interim Director
amco.localgovernmentonly@alaska.gov

Attached: AB-00,AB-02, and AB-03 if applicable

4/2/2020 - Please leave with 4112120

Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350



Alaska Alcoholic Beverage Control Board
Form AB-00: New License Application

What is this form?

This new license application form is required for all individuals or entities seeking to apply for a new liquor license. Applicants should review Title 04 of Alaska Statutes and Chapter 304 of the Alaska Administrative Code. All fields of this form must be completed, per AS 04.11.260 and 3 AAC 304.105.

This form must be completed and submitted to AMCO's main office, along with all other required forms and documents, before any license application will be considered complete.

Section 1 - Establishment and Contact Information

Enter information for the business seeking to be licensed.

Licensee:	Melodie Allen		
License Type:	Restaurant Eating Place	Statutory Reference:	AS.04.11.100
Doing Business As:	Small Town Coffee Roasters		
Premises Address:	43335 Kalifornsky Beach Rd, Ste 22		
City:	Soldotna	State:	AK ZIP: 99669
Local Governing Body:	Kenai Peninsula Borough		
Community Council:			

Mailing Address:	43335 Kalifornsky Beach Rd, Ste 22		
City:	Soldotna	State:	AK ZIP: 99669

Designated Licensee:	Melodie Allen		
Contact Phone:	907-398-9535	Business Phone:	907-398-9535
Contact Email:	akcoffee.roasters@gmail.com		

Seasonal License? Yes No If "Yes", write your six-month operating period: _____

OFFICE USE ONLY			
Complete Date:		License Years:	License #:
Board Meeting Date:		Transaction #:	
Issue Date:		BRE:	



Alaska Alcoholic Beverage Control Board Form AB-00: New License Application

Section 2 - Premises Information

Premises to be licensed is:

- an existing facility
 a new building
 a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

Section 3 - Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 4. If more space is needed, please attach a separate sheet with the required information. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate

Name:	Melodie Allen			
Address:	44399 Parkway Ave			
City:	Soldotna	State:	AK	ZIP: 99669

This individual is an: applicant affiliate

Name:				
Address:				
City:		State:		ZIP:



Alaska Alcoholic Beverage Control Board Form AB-00: New License Application

Section 4 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 5.

If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official:			
Title(s):	Phone:	% Owned:	
Address:			
City:	State:	ZIP:	

Entity Official:			
Title(s):	Phone:	% Owned:	
Address:			
City:	State:	ZIP:	

Entity Official:			
Title(s):	Phone:	% Owned:	
Address:			
City:	State:	ZIP:	

Entity Official:			
Title(s):	Phone:	% Owned:	
Address:			
City:	State:	ZIP:	



Alaska Alcoholic Beverage Control Board
Form AB-00: New License Application

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:		AK Formed Date:		Home State:	
Registered Agent:				Agent's Phone:	
Agent's Mailing Address:					
City:		State:		ZIP:	

Residency of Agent: Yes No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?

Section 5 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses: Yes No

Does any representative or owner named in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

Section 6 – Authorization

Communication with AMCO staff: Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If "Yes", disclose the name of the individual and the reason for this authorization:



Alaska Alcoholic Beverage Control Board
Form AB-00: New License Application

Section 7 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

MA

I certify that all proposed licensees have been listed with the Division of Corporations.

MA

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

MA

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.

MA

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

MA

As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete.

Melodie Allen

 Signature of licensee

Tyler Scott

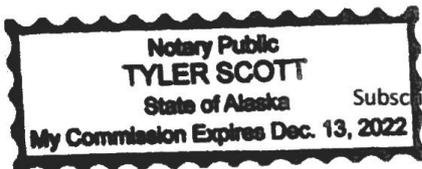
 Signature of Notary Public

Melodie Allen

 Printed name of licensee

Notary Public in and for the State of *Alaska*

My commission expires: *12/13/2022*



Subscribed and sworn to before me this *11th* day of *May*, 20 *20*.



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board Form AB-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form. Yes No

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Melodie Allen	License Number:	5919
License Type:	Restaurant Eating Place		
Doing Business As:	Small Town Coffee Roasters		
Premises Address:	43335 K-Beach Rd, ste 22		
City:	Soldotna	State:	AK
		ZIP:	99669

22'

SECURE REFR

Approx 1 FT.

21'

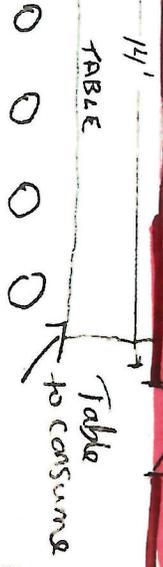


Table to consume

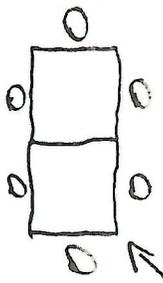


Table to consume

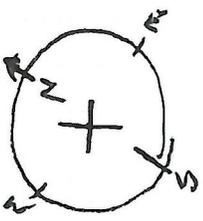
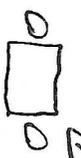


Table to consume



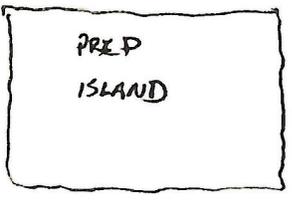
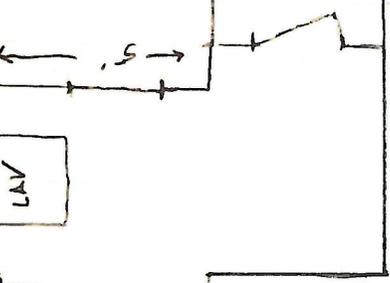
Table to consume



SECURE STORAGE

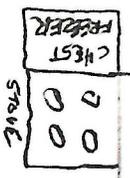
NO ACCESS
PUMP ROOM

8'



DRIVE UP WINDOW

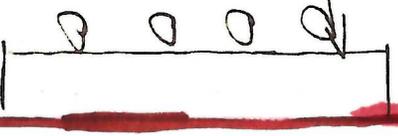
WALK IN REFR.



Service of alcohol



Table to consume



27'

28'



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

What is this form?

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A menu or expected menu listing the meals, including entrees prepared onsite and offered to patrons, and copy of the DEC Food Service Permit (or corresponding DHHS documentation for licenses located in the Municipality of Anchorage) must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	Melodie Allen				
License Type:	Restaurant Eating Place	License Number:	5919		
Doing Business As:	Small Town Coffee Roasters				
Premises Address:	43385 Kalifornsky Beach Rd, Ste 22				
City:	Soldotna	State:	AK	ZIP:	99669
Contact Name:	Melodie Allen		Contact Phone:	907-398-9535	

Section 2 – Type of Designation Requested

This application is for the request of designation as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049, and for the request of the following designation(s) (check all that apply):

1. Dining after standard closing hours: AS 04.16.010(c)
 2. Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
 3. Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
 4. Employment for persons 16 or 17 years of age: AS 04.16.049(c)
- NOTE: Under AS 04.16.049(d), this permit is not required to employ a person 18 - 20 years of age.

OFFICE USE ONLY		
Transaction #:	Initials:	



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 3 - Minor Access

Review AS 04.16.049(a)(2); AS 04.16.049(a)(3); AS 04.16.049(c)

List where within the premises minors are anticipated to have access in the course of either dining or employment as designated in Section 2. (Example: Minors will only be allowed in the dining area. OR Minors will only be employed and present in the Kitchen.)

Minors will only be allowed in the dining area, and minors will be employed and present in the kitchen

Describe the policies, practices and procedures that will be in place to ensure that minors do not gain access to alcohol while dining or employed at your premises.

All alcohol will be in a designated storage area that is locked. Minors who are employed will never be without supervision or have access to the liquor storage. When alcohol is delivered, the policy is that a manager 21 and over will check it in, and secure it in the locked storage room. No minors will have access. A manager will always be responsible for restocking, and only a manager and owner will have a key to the alcohol storage. Staff will check ID of every guest who dines with us, who looks to be under the age of 35.

Is an owner, manager, or assistant manager who is 21 years of age or older always present on the premises during business hours?

Yes No

Section 4 - DEC Food Service Permit

Per 3 AAC 304.910 for an establishment to qualify as a Bona Fide Restaurant, a Food Service Permit or (for licenses within the Municipality of Anchorage) corresponding Department of Health and Human Services documentation is required.

Please follow this link to the DEC Food Safety Website: <http://dec.alaska.gov/eh/fss/food/>

Please follow this link to the Municipality Food Safety Website:

<http://www.muni.org/Departments/health/Admin/environment/FSS/Pages/fssfood.aspx>

If you are unable to certify the below statement, please discuss the matter with the AMCO office:

Initials

I have attached a copy of the current food service permit for this premises OR the plan review approval.

MA

*Please note, if a plan review approval is submitted, a final permit will be required before finalization of any permit or license application.



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 5 - Hours of Operation

Review AS 04.16.010(c).

Enter all hours that your establishment intends to be open. Include variances in weekend/weekday hours, and indicate am/pm:

Monday through Friday 10am-9pm
Saturday 8am-3pm
Sunday closed & 8am-3pm

Section 6 - Entertainment & Service

Review AS 04.11.100(g)(2)

Are any forms of entertainment offered or available within the licensed business or within the proposed licensed premises?

Yes [] No [X]

If "Yes", describe the entertainment offered or available and the hours in which the entertainment may occur:

[Empty box for describing entertainment]

Food and beverage service offered or anticipated is:

[] table service [] buffet service [X] counter service [] other

If "other", describe the manner of food and beverage service offered or anticipated:

[Empty box for describing other food and beverage service]



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 7 – Certifications and Approvals

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

There are tables or counters at my establishment for consuming food in a dining area on the premises.

MA

I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons. This menu includes entrees that are regularly sold and prepared by the licensee at the licensed premises.

MA

I certify that the license for which I am requesting designation is either a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license.

MA

I have included with this application a copy of the most recent AB-02 or AB-14 for the premises to be permitted. (AB-03 applications that accompany a new or transfer license application will not be required to submit an additional copy of their premises diagram.)

MA

I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct, and complete.

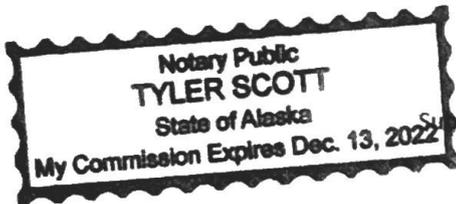
Melodie Allen
Signature of licensee

Melodie Allen
Printed name of licensee

Tyler Scott
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 12/13/2022



Subscribed and sworn to before me this 11th day of May, 2020.

Local Government Review (to be completed by an appropriate local government official):

Approved

Denied

Signature of local government official

Date

Printed name of local government official

Title



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

AMCO Enforcement Review:

Enforcement Recommendation:

Approve

Deny

Signature of AMCO Enforcement Supervisor

Printed name of AMCO Enforcement Supervisor

Date

Enforcement Recommendations:

AMCO Director Review:

Approved

Denied

Signature of AMCO Director

Printed name of AMCO Director

Date

Limitations:



Alaska Food Code 2020 Establishment Permit

Division of Environmental Health
Food Safety & Sanitation Program

Permit Number: 10993
Issued to: **MELODIE ALLEN**
For: **Small Town Coffee Roasters**
For Operation of: **FF-6 Deli/Takeout/Drive-in Food Service**
Located at: **43335 Kalifornsky Beach RD STE 22 Soldotna, AK 99669**

This permit, issued under the provisions of 18 AAC 31, is valid until the noted expiration date or unless suspended or revoked by the department.

This permit is not transferable for change of ownership, facility location, or type of operation. It must be posted in plain view in the establishment and is the property of the State of Alaska.

Expiration Date:
December 31, 2020

Program Manager:

**If you have questions or concerns regarding
safe food handling practices call toll free:**

1-87-SAFE-FOOD

(in Anchorage call 334-2560)





Espresso

HOT & COLD ESPRESSO BEVERAGES,
REAL FRUIT SMOOTHIES, LOTUS AND TEA

Bakery

A VARIETY OF SCRUMPTIOUS, HOMEMADE
TREATS. BAKED FRESH EVERY DAY IN OUR
KITCHEN!

COOKIES, SCONES, MUFFINS, GOURMET
BROWNIES, BARS, BAGUETTES, PIE BARS, &
WHOLE PIES TO ORDER

Breakfast

CINNAMON ROLLS

OUR SWEET BISCUIT DOUGH
VERSION

COFFEE CAKE

BREAKFAST BURRITO

SEASONED POTATOES, EGG,
BACON & CHEESE, WITH SALSA

CROISSANT SANDWICH

EGG, BACON & CHEDDAR
CHEESE

BREAKFAST BOWL

SEASONED POTATOES, EGGS &
BACON. TOPPED WITH CHEDDAR
& SALSA

YOGURT PARFAIT

FRESH FRUIT WITH HOUSEMADE
GRANOLA

**** Breakfast served until 11am ****

*** All items subject to availability ***



Bowls & Salads

SWEET POTATO BOWL

SEASONED SWEET POTATOES,
QUINOA, BLACK BEANS, CORN

GREEK BOWL

CUCUMBERS, TOMATO, QUINOA,
RED ONION, PEPPERONCINI,
FETA & OLIVES

DAILY SALAD

ALWAYS SERVED WITH
HOUSEMADE DRESSING

DAILY SOUP

FRESH & MADE FROM SCRATCH

SNACK PACK

A MIX OF FRESH FRUITS,
VEGGIES, BOILED EGG, NUTS,
CHEESE, HUMMUS

Wraps & Sandwiches

B.L.T

SPINACH WRAP WITH HONEY MUSTARD

TURKEY

SPINACH WRAP, LETTUCE, TOMATO, RED
ONION, WITH CRANBERRY CREAM CHEESE

CHICKEN BACON RANCH

SPINACH WRAP, LETTUCE, TOMATO WITH
SRIRACHA RANCH

GREEK

SPINACH WRAP WITH CUCUMBERS, TOMATO,
FETA, OLIVES, LETTUCE & GARLIC
VINAIGRETTE

SANDWICHES

ON HOMEMADE BAGUETTE OR FRESH
CROISSANT

Kenai Peninsula Borough
Assembly

MEMORANDUM

TO: Kelly Cooper, Assembly President
Kenai Peninsula Borough Assembly Members

THRU: Johni Blankenship, Borough Clerk (JB)

FROM: Tatyana Shassetz, Borough Clerk Administrative Assistant (AS)

DATE: Tuesday, July 28, 2020

RE: New Liquor License and Restaurant Designation Permit – Small
Town Coffee Roasters – License 5919

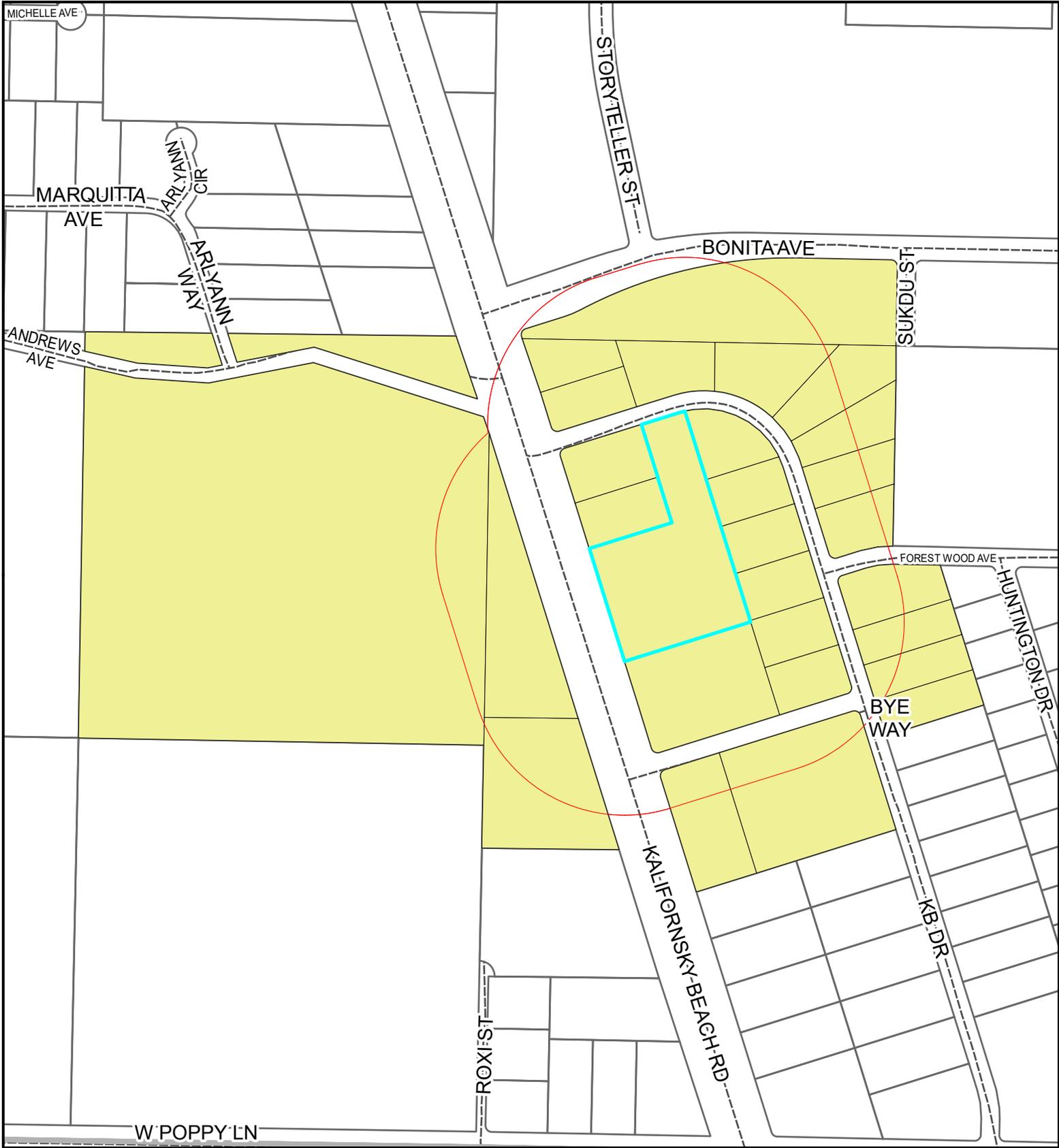
Kenai Peninsula Borough Code § 7.10.010 provides for a mandatory Assembly review of applications for restaurant designation permits at locations within the Borough. Accordingly, the attached application for a new liquor license restaurant designation permit as filed by Melodie Allen dba Small Town Coffee Roasters located in the Kenai Peninsula Borough, Alaska, is being submitted to you for review and action.

The granting of this permit allows access of persons under 21 years of age to designated licensed premises for purposes of dining, and personnel under age of 20 for employment.

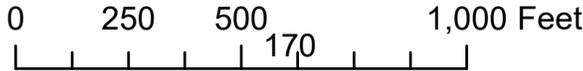
RECOMMENDATION: That the Assembly approve the issuance of the new liquor license and restaurant designation permit requested by Melodie Allen dba Small Town Coffee Roasters.

cc: Melodie Allen

500 Radius
From Property Boundary



The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.





MEMORANDUM

TO: Johni Blankenship, Borough Clerk
THRU: Marcus Mueller, Acting Planning Director 
FROM: Julie Hindman, Platting Specialist 
DATE: July 23, 2020
RE: Small Town Coffee Roasters New Liquor License Application

As requested, the Planning Department reviewed Small Town Coffee Roasters new liquor license application to determine if churches or schools are within 500 feet (KPB 7.10.020).

A 500-foot radius search was done for KPB Parcel 055-661-75, 43335 Kalifornsky Beach Road, Soldotna. Staff reviewed the application and looked for institutional uses within the 500-foot buffer. Per KPB records, no schools or churches are within the 500-foot buffer.

This application is for a business located on a commercial lot. This lot contains multiple buildings that rent and lease space to various types of businesses. IDEA Homeschool is located at 43335 Kalifornsky Beach Road #31, Soldotna and is within 500 feet of the application location.

A planning staff member did work with a potential marijuana retail owner that was considering moving into one of the available spaces in the complex. Staff let them know that they would not support the site due to its proximity to IDEA Homeschool and the owner opted for a different location.

KPB Code does not define school nor is it defined within AS 04.11. There are multiple businesses in the area that have liquor licenses that have not been protested in the past. One of those licenses is next door to this applicant.

Kenai Peninsula Borough
Planning Department

MEMORANDUM

TO: Kelly Cooper, Assembly President
Kenai Peninsula Borough Assembly Members

FROM: Marcus Mueller, Acting Planning Director 

DATE: July 21, 2020

RE: Utility Easement Vacation of the following easements:

- 10 foot utility easement adjoining the south boundary of Lot 1, excluding 10 feet adjoining Owen Road right of way;
- 10 foot utility easement adjoining the east boundary of Lot 10, excluding the 10 feet adjoining Cowen Road right of way;
- 10 foot utility easement adjoining the east and north boundary of Lot 11, excluding the 10 feet adjoining Owen Road right of way, located within Cowan-McFarland Subd. No. 3 (Plat KN 83-227), utility easements granted by Cowan McFarland Subdivision No 1 (Plat KN 1660) and Cowan-McFarland Subd. No. 3 (Plat KN 83-227); within Section 22, Township 5 North, Range 9 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-053V

In accordance with AS 29.40.140, no vacation of a Borough right-of-way and/or easement may be made without the consent of the Borough Assembly.

During their regularly scheduled meeting of July 13, 2020 the Kenai Peninsula Borough Planning Commission granted approval of the proposed utility easement vacations associated with Cowan-McFarland Subdivision No. 1 (Plan KN 1660) and Cowan-McFarland Subdivision No. 3 (Plant KN 83-227) by unanimous vote based on the means of evaluating public necessity established by KPB 20.70. This petition is being sent to you for your consideration and action.

A draft copy of the unapproved minutes of the pertinent portion of the meeting and other related materials are attached.

July 13, 2020 Planning Commission Draft Meeting Minutes
July 13, 2020 Agenda Item E1 Meeting Packet & Desk Packet Materials

2. Utility Easement Vacation of the following easements:

- 10-foot utility easement adjoining the south boundary of Lot 1, excluding 10 feet adjoining Owen Road right of way;
- 10 foot utility easement adjoining the east boundary of Lot 10, excluding the 10 feet adjoining Cowen Road right of way;
- 10 foot utility easement adjoining the east and north boundary of Lot 11, excluding the 10 feet adjoining Owen Road right of way,

located within Cowan-McFarland Subd. No. 3 (Plat KN 83-227), utility easements granted by Cowan McFarland Subdivision No 1 (Plat KN 1660) and Cowan-McFarland Subd. No. 3 (Plat KN 83-227); within Section 22, Township 5 North, Range 9 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-053V

Staff report given by Scott Huff

STAFF REPORT

PC Meeting: July 13, 2020

Purpose as stated in petition: Vacant not practical easements. Takes away from usable area of new lot.

Petitioners: Russell A. Stirman of Kennewick, WA.

Location: Off Owen Street and McFarland Road, Funny River area.

Notification: Notice of vacation mailings were sent by regular mail to 11 owners of property within 300 feet. Notice of the proposed vacation was emailed to 13 agencies and interested parties.

The public notice was posted on the Planning Department's bulletin board at the KPB Administration Building.

The proposed vacations are within the Funny River Advisory Planning Commission (APC). The Funny River APC was not able to meet on this item. The information was sent to each of the APC members. One of the members submitted a written comment that he thought the easement request was in good order and that he would recommend approval.

Staff Comments: The utility easements proposed to be vacated are along interior lot lines of three parcels. The three parcels are proposed to be combined into one lot. The preliminary plat for Cowan McFarland Subdivision Stirman Replat, KPB File 2020-053, was conditionally approved at the June 22, 2020 Plat Committee meeting. If approve, the vacations will be finalized by the recording of the replat.

Comments Received:

ACS: No objection.

ENSTAR Natural Gas: No objection.

GCI: No objection.

HEA: No objection.

Petitioner Findings:

1. The utility easement proposed to be vacated is not in use by a utility company.

Staff Findings:

2. ACS, ENSTAR, GCI, HEA, provided written non-objection to the vacation of the utility easements.

3. The proposed vacations will be finalized by plat.
4. The preliminary plat Cowan McFarland Subdivision Stirman Replat, KPB File 2020-053, was approved at the June 22, 2020 Plat Committee.
5. Per Cowan-McFarland Subdivision, KN 1660, there are 10 foot utility easements granted on both sides of the property line shared by Tract 1 and Tract 3 as well as Tract 2 and Tract 3.
6. Per Cowan-McFarland Subdivision No. 3, KN 83-227, the 10 foot utility easements from the parent plat were carried over and additional 10 foot utility easements were granted along the new lot line for Lot 10.
7. 10 foot utility easements will be granted along the dedicated right of ways with the recording of the proposed plat Cowan McFarland Subdivision Stirman Replat, KPB File 2020-053 .
8. No surrounding properties will be denied utilities.

Based upon the above findings, **staff recommends** granting the vacation as petitioned.

NOTE: Action after denial of vacation (KPB 20.70.120)

- A. Denial of a vacation petition is a final act for which no further consideration shall be given by the Kenai Peninsula Borough.
- B. Upon denial by the planning commission, no reapplication or petition concerning the same vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed.

END OF STAFF REPORT

Chair Martin open the item for public comment

See and hearing no one else from the public wishing to comment, Chair Martin closed public comment and opened discussion among the Commission.

MOTION: Commissioner Venuti moved, seconded by Commissioner Whitney to approve the utility easement vacation as petitioned based on staff recommendations and compliance with borough code.

MAIN MOTION PASSED BY UNANIMOUS VOTE:

Yes	9	No	0	Absent	3
Yes	Bentz, Carluccio, Ecklund, Fikes, Foster, Whitney, Venuti, Ruffner, Martin				
No	None				
Absent	Brantley, Ernst, Morgan				

AGENDA ITEM H. SPECIAL CONSIDERATIONS

1. Building Setback Exception
Hansen Subdivision Lot 2 Block 1 (Plat KN 1678)
KPB File 2020-058; Resolution 2020-15
Location: Oehler Road, off Funny River Road, Soldotna area

Staff report given by Scott Huff

STAFF REPORT

PC Meeting: 7/13/2020

Petitioner: Nancy J. Bracker of Wasilla, Alaska.

Submittal: A one story house, built 1960, prior to subdivision ordinance in 1968 and setback requirement.

Staff Discussion: The encroaching structure is constructed on Lot 2 Block 1 of Hansen Subdivision (Plat KN-1678). The lot is on Oehler Road. The city boundary for Soldotna is located on the centerline of Oehler Road. This lot is on the east side of Oehler Road which is outside of the City of Soldotna. The encroaching

G. UTILITY EASEMENT VACATIONS

2. Utility Easement Vacation of the following easements:

- 10 foot utility easement adjoining the south boundary of Lot 1, excluding 10 feet adjoining Owen Road right of way;**
- 10 foot utility easement adjoining the east boundary of Lot 10, excluding the 10 feet adjoining Cowen Road right of way;**
- 10 foot utility easement adjoining the east and north boundary of Lot 11, excluding the 10 feet adjoining Owen Road right of way,**

located within Cowan-McFarland Subd. No. 3 (Plat KN 83-227), utility easements granted by Cowan McFarland Subdivision No 1 (Plat KN 1660) and Cowan-McFarland Subd. No. 3 (Plat KN 83-227); within Section 22, Township 5 North, Range 9 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-053V

AGENDA ITEM G. UTILITY EASEMENT VACATIONS

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STAFF REPORT

PC Meeting: July 13, 2020

Purpose as stated in petition: Vacant not practical easements. Takes away from usable area of new lot.

Petitioners: Russell A. Stirman of Kennewick, WA.

Location: Off Owen Street and McFarland Road, Funny River area.

Notification: Notice of vacation mailings were sent by regular mail to 11 owners of property within 300 feet. Notice of the proposed vacation was emailed to 13 agencies and interested parties.

The public notice was posted on the Planning Department's bulletin board at the KPB Administration Building.

The proposed vacations are within the Funny River Advisory Planning Commission (APC). The Funny River APC was not able to meet on this item. The information was sent to each of the APC members. One of the members submitted a written comment that he thought the easement request was in good order and that he would recommend approval.

Staff Comments: The utility easements proposed to be vacated are along interior lot lines of three parcels. The three parcels are proposed to be combined into one lot. The preliminary plat for Cowan McFarland Subdivision Stirman Replat, KPB File 2020-053, was conditionally approved at the June 22, 2020 Plat Committee meeting. If approve, the vacations will be finalized by the recording of the replat.

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END OF STAFF REPORT



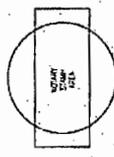
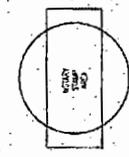
CERTIFICATE OF OWNERSHIP AND DETACHMENT

THE SIGNER HEREBY CERTIFIES THAT THE SIGNATURE OF THE SIGNER IS THE SIGNATURE OF THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON AND THAT THE SIGNER HAS THE AUTHORITY TO EXECUTE THIS INSTRUMENT AND TO MAKE THIS USE AND GRANT ALL LAWFUL RIGHTS TO THE USE THEREOF.

RUSSELL A. STIRMAN
4107 WEST 18TH AVE
SEASIDE, WA 98138

LOWER STIRMAN
4107 WEST 18TH AVE
SEASIDE, WA 98138

PRELIMINARY PLAT



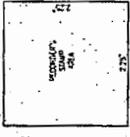
NOTARY ACKNOWLEDGEMENT
FOR RUSSELL A. STIRMAN
ACKNOWLEDGED BEFORE ME
THIS _____ DAY OF _____ 2020

PUBLIC NOTARY SIGNATURE
BY COMMISSION EXPIRES _____

NOTARY ACKNOWLEDGEMENT
FOR LOWER STIRMAN
ACKNOWLEDGED BEFORE ME
THIS _____ DAY OF _____ 2020

PUBLIC NOTARY SIGNATURE
BY COMMISSION EXPIRES _____

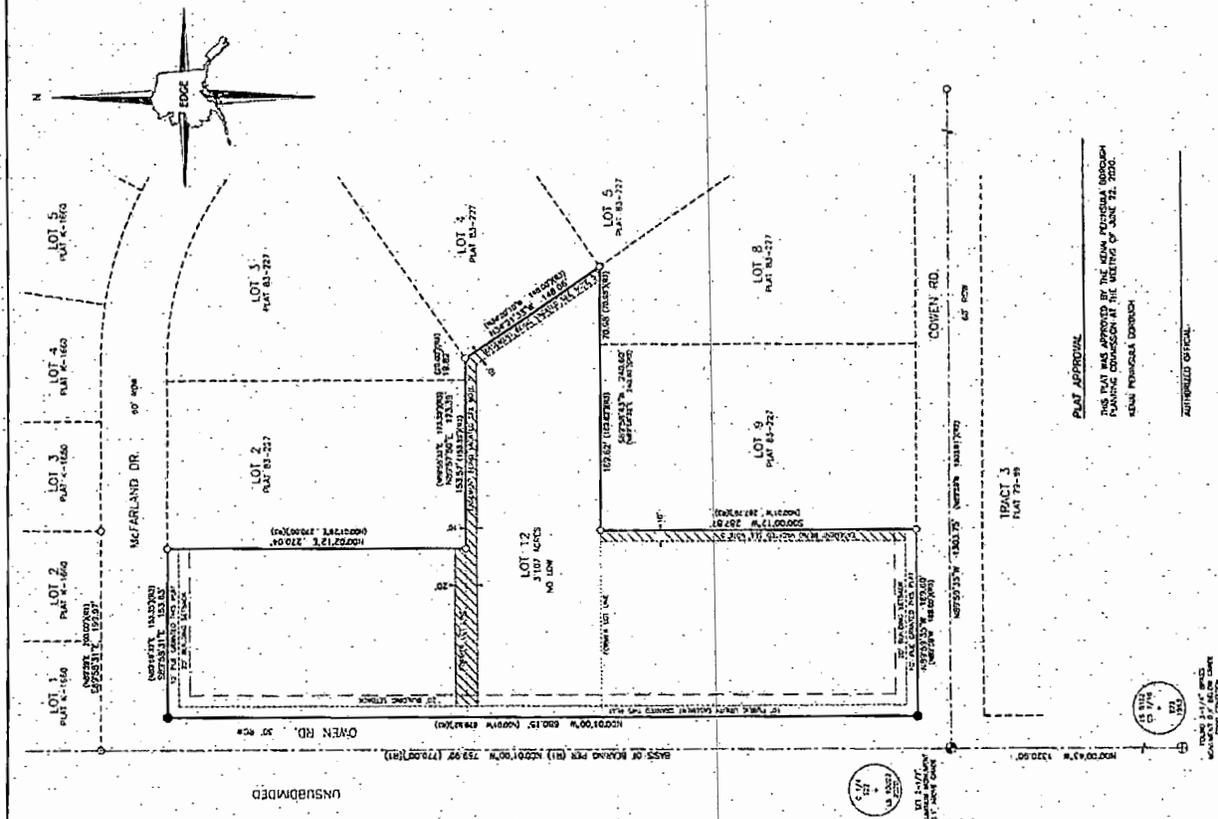
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CERTIFICATE OF SURVEYOR

I, RUSSELL A. STIRMAN, SURVEYOR GENERAL FOR THE STATE OF ALASKA, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALASKA AND THAT I HAVE CONDUCTED A SURVEY OF THE REAL PROPERTY SHOWN ON THIS PLAT AND THAT THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY.

- NOTES**
- THIS PLAT IS SUBJECT TO ALL LOCAL, STATE, FEDERAL, AND FEDERAL REGULATIONS AND ORDINANCES. ANY PERSONS CONDUCTING THIS SURVEY SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.
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COWAN-MCFARLAND SUBDIVISION STIRMAN REPLAT

A REPLAT AND EASTWEST REVISION OF LOTS 1, 10 AND 11 COWAN-MCFARLAND SUBDIVISION NO. 3 PLAT 80-227 ADJACENT RECORDING DISTRICT

OWNER: RUSSELL A. AND LOWER STIRMAN
4107 WEST 18TH AVE
SEASIDE, WASHINGTON 98138

LOCATED WITHIN: AC 1/4 SECTION 22, T 5N, R 9W, S 4M
KEMAH RECORDING DISTRICT
STATE OF ALASKA

CONTAINING 3.107 ACRES

EDGECRE
HEAVY DUTY BUILDING
12001 OLD SEASIDE DR. ANCHORAGE, AK 99515
Phone: (907) 344-5579 FAX: (907) 344-7294

QUANTITY: DATE: PROJECT:
CREATED BY: DATE PLOTTED: 08-23-20
SCALE: 1" = 100'

REFERENCES

(R1) PLAT NO. 1-1686, COWAN-MCFARLAND SUBDIVISION NO. 1, ADJACENT RECORDING DISTRICT
(R2) PLAT NO. 1-1687, COWAN-MCFARLAND SUBDIVISION NO. 2, ADJACENT RECORDING DISTRICT
(R3) PLAT NO. 80-227, COWAN-MCFARLAND SUBDIVISION NO. 3, ADJACENT RECORDING DISTRICT

LEGEND

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PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE ALASKA SURVEYOR GENERAL, RUSSELL A. STIRMAN, ON AUGUST 23, 2020.

AUTHORIZED OFFICIAL:

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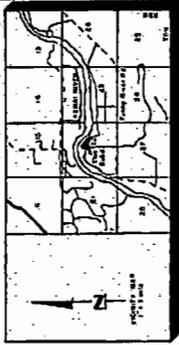
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PLAT APPROVAL

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AUTHORIZED OFFICIAL:



CERTIFICATE OF OWNERSHIP and DEDICATION

HERBERT CERRY, TRUSTEE, THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREIN, DO HEREBY ADOPT THIS PLAN OF SUBDIVISION AND DEDICATE ALL RIGHTS-OF-WAY TO PUBLIC USE TO THE USE OF GRANT ALL CLAIMANTS OF THE PROPERTY.

NOTARY'S ACKNOWLEDGEMENT
 SUBSCRIBED AND SWORN BEFORE ME THIS 12th DAY OF JULY, 1983 FOR THE STATE OF MISSISSIPPI.

PLAT APPROVAL
 THIS PLAT WAS APPROVED BY THE KENIA PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF JULY 11, 1983.

NOTARY'S ACKNOWLEDGEMENT
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PLAT APPROVAL
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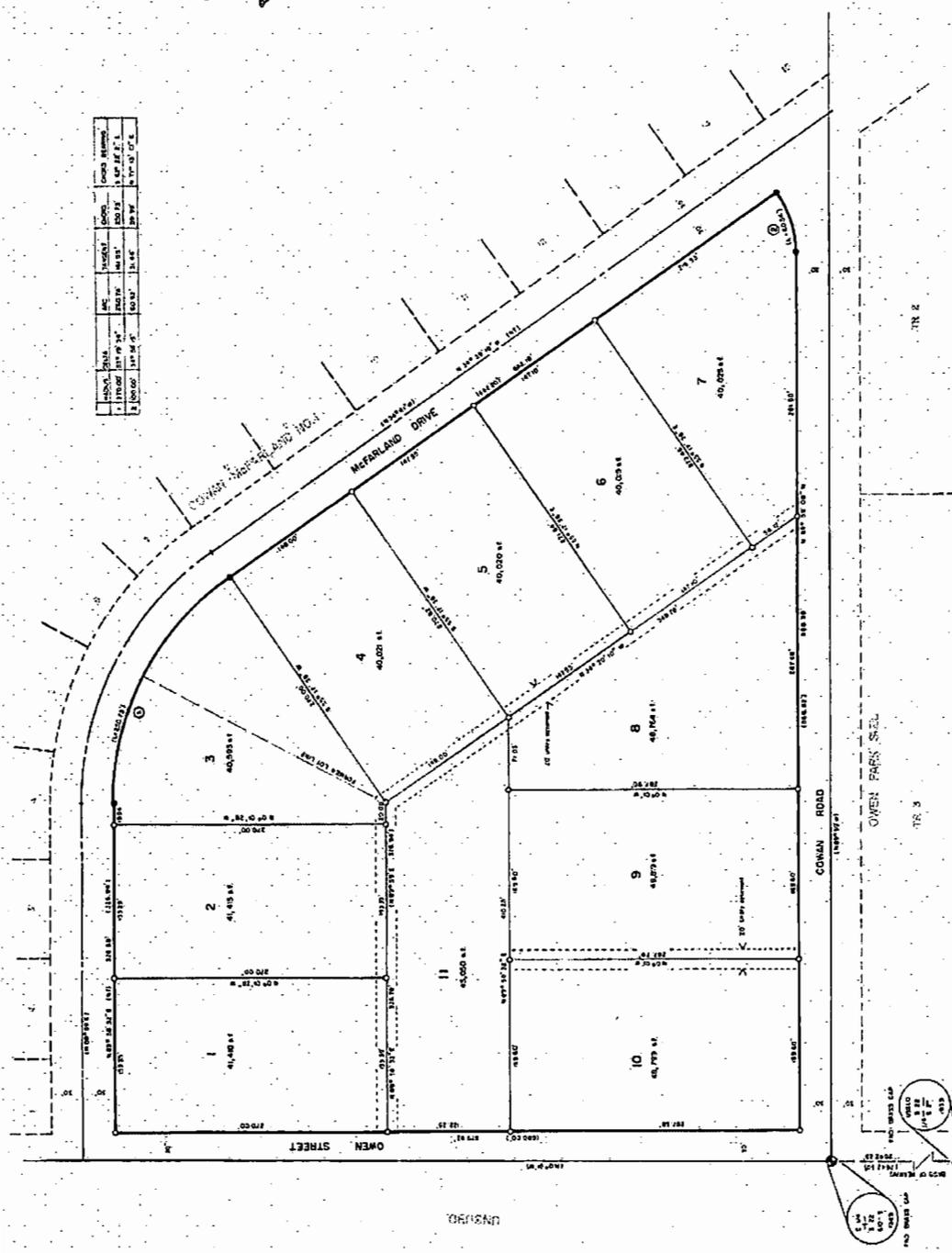
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| AREA |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 41,480 sq ft | 41,480 sq ft | 40,000 sq ft |



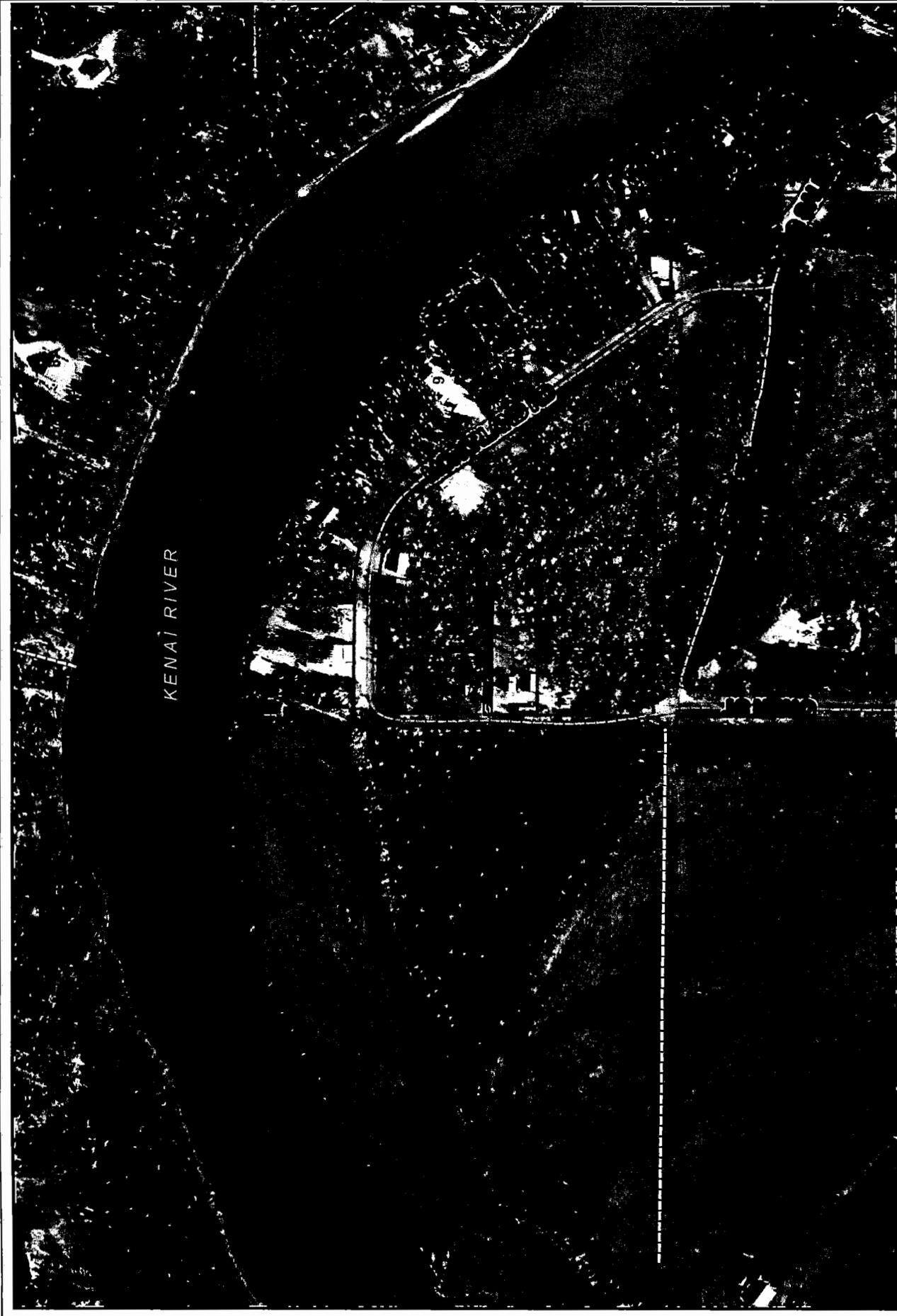
NOTES:
 1) PROPOSED LAND USES ARE RECREATIONAL, RESIDENTIAL & AGRICULTURAL.
 2) A STRIP OF 20 FEET IS BEING LEFT FROM ALL STREETS TO BE USED AS A BUFFER ZONE.
 3) ALL UTILITIES TO BE LOCATED WITHIN THE PLANNING COMMISSION APPROVED BY RESOLUTION OF THE APPROPRIATE PLANNING COMMISSION.
 4) ALL WASTEWATER DISPOSAL SYSTEMS SHALL CONFORM WITH EXISTING LAWS AT THE TIME OF CONSTRUCTION.

Handwritten signature
 10/7/83



NOTARY'S ACKNOWLEDGEMENT
 SUBSCRIBED AND SWORN BEFORE ME THIS 12th DAY OF JULY, 1983 FOR THE STATE OF MISSISSIPPI.

- LEGEND:**
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 - ⑨ BOUNDARY (See this survey)
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 - ⑪ BOUNDARY (See this survey)

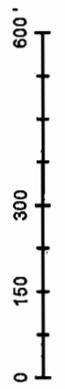


KENAI RIVER

The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.

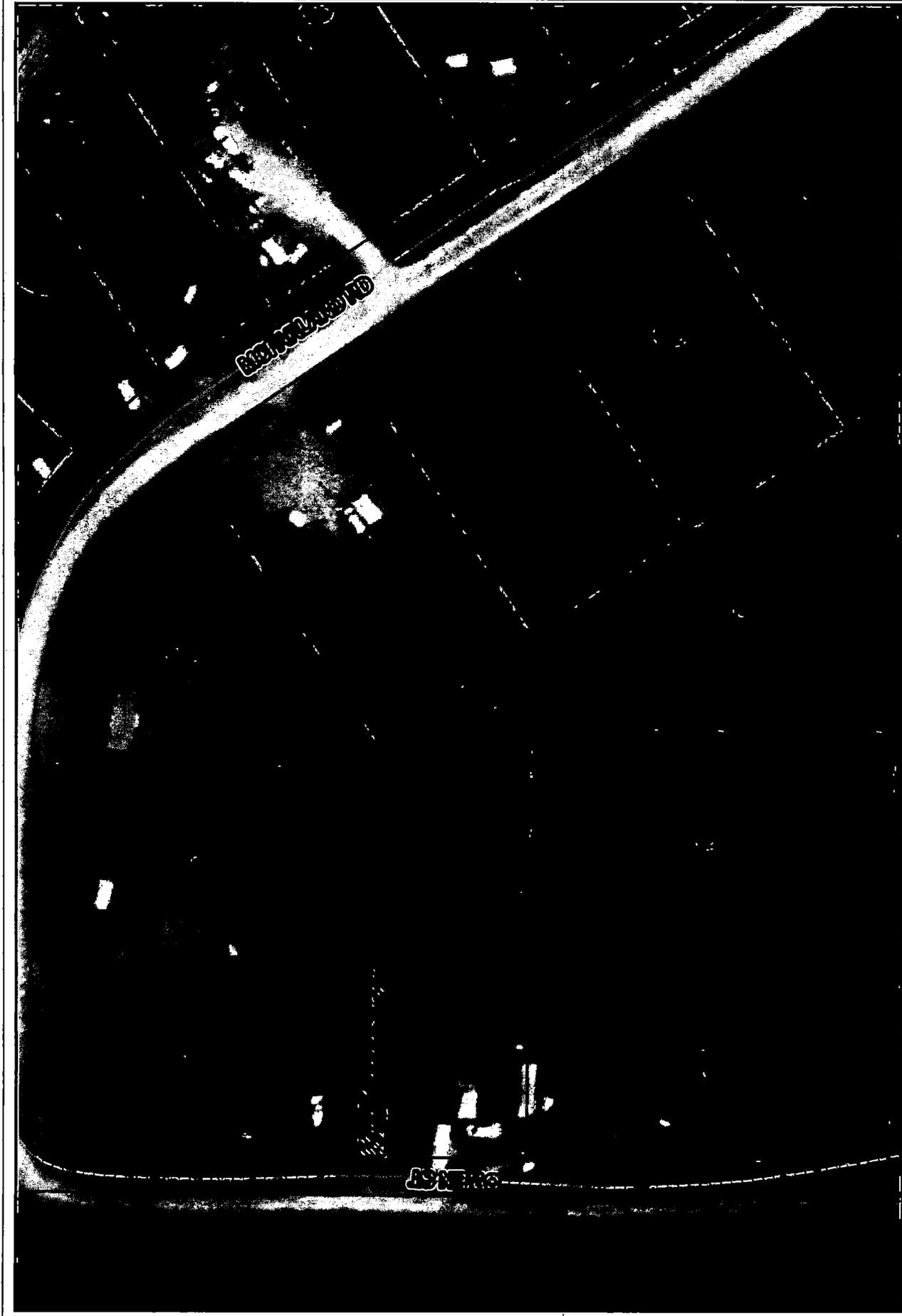


Aerial View



 Proposed Location of Utility Easement Vacation

PClements, KPB
Date: 6/12/2020
Imagery: 2010 Kenai River



The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.

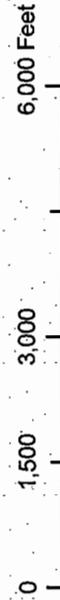
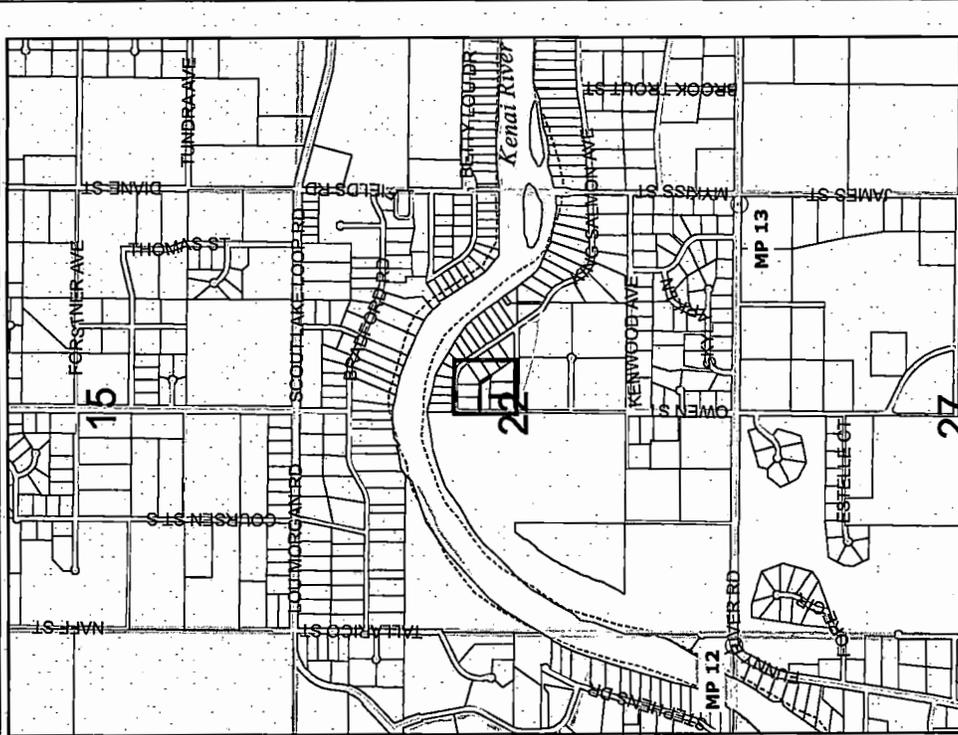
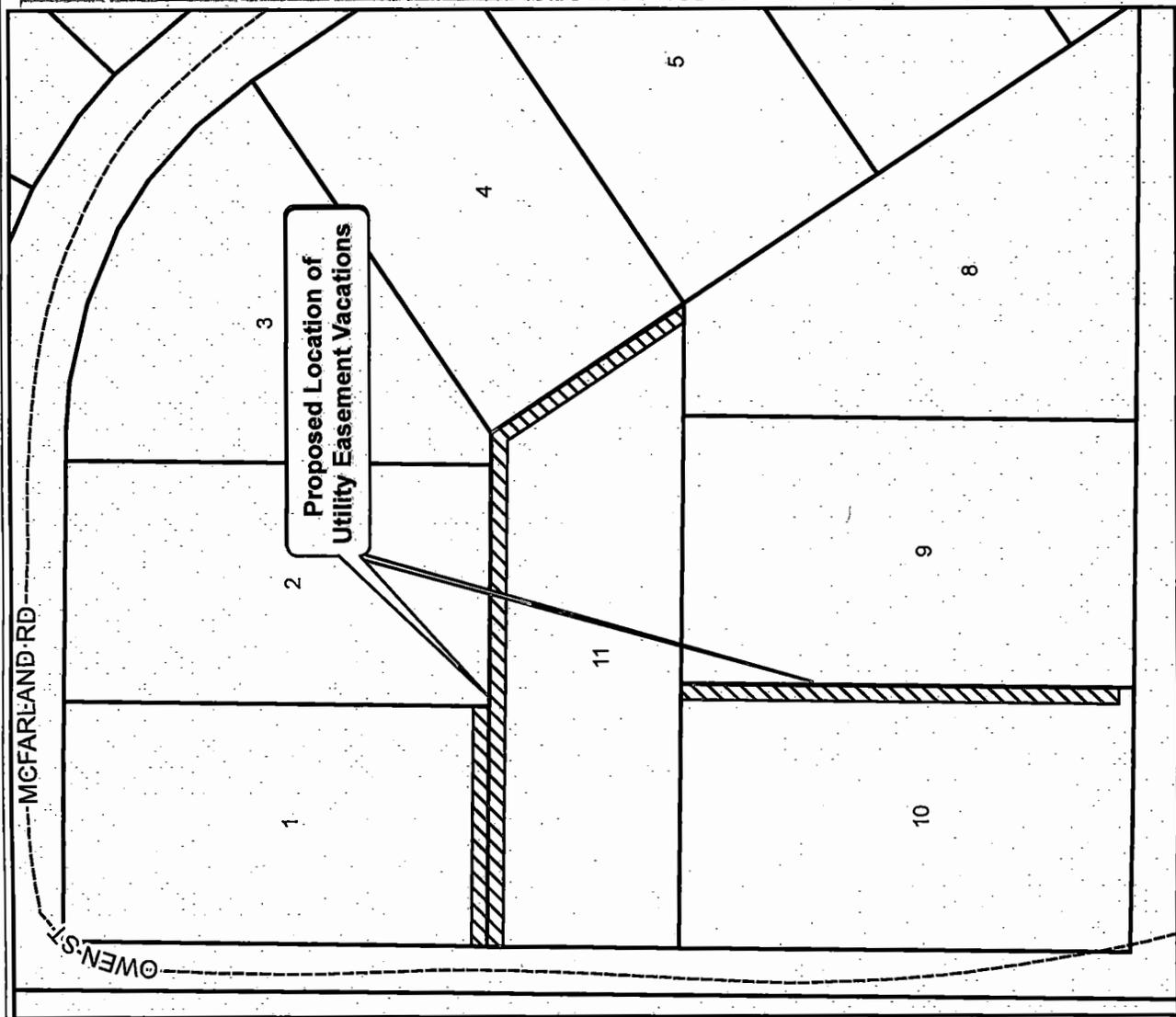


Aerial View

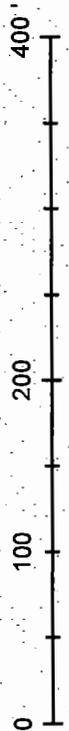


 Proposed Location of Utility Easement Vacation

PClements, KPB
Date: 6/12/2020
Imagery: 2018 Sterling



KPB 2020-053V
 T05N R09W S22
 FUNNY RIVER



The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



PClements, KPB
 Date: 6/12/2020

Clements, Peggy

From: Ron Gherman <rgherman51@gmail.com>
Sent: Monday, June 22, 2020 10:57 PM
To: Clements, Peggy
Subject: <EXTERNAL-SENDER> Re: UTILITY EASEMENT VACATION REVIEW FOR JULY 13, 2020 MEETING: FUNNY RIVER APC

CAUTION: This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

Thanks Peggy,

This easement looks to be in good order. I would recommend it.

Ron

On Thu, Jun 18, 2020 at 3:19 PM Clements, Peggy <PClements@kpb.us> wrote:

Hello,

Attached sketch to be reviewed for the **July 13, 2020** meeting. Please provide comments by **June 29, 2020** to ensure the comments will be included in a staff report. Comments will be accepted until the Planning Commission's review has concluded.

- Cowan McFarland Subdivision Stirman Replat Utility Easement Vacation KPB 2020-053V

Kind regards,

Peggy Clements

Platting Technician



Kenai Peninsula Borough Planning Department
 144 North Binkley
 Soldotna, Alaska 99669-7599
 Toll free within the Borough 1-800-478-4441, extension 2200
 (907) 714-2200

Petition to Vacate Utility Easement

No Public Hearing Required

Submit completed form to the Kenai Peninsula Borough Planning Department, 144 North Binkley St., Soldotna, AK 99669

Upon receipt of complete application with all required attachments the vacation will be scheduled for Planning Commission action. The petitioner must secure and submit written comments from utility companies. If the easement is within city limits; secure and submit city's written comments. **The completed petition, with all required attachments, accompanied by a \$75.00 non-refundable fee, must be submitted to the Planning Department a minimum of thirty (30) days prior to the meeting at which the Planning Commission will take action.**

Fees - \$75.00 non-refundable fee attached.

To accomplish an approved vacation; a Planning Commission Resolution must be filed with the State Recorder to enter the vacation into the public records unless the vacation is accomplished by plat. Petitioner must pay filing fees (usually \$22-\$27).

Utility easement requested to be vacated was granted by plat of Subdivision, filed as Plat No. 83-227 in Kenai Recording District.

Utility easement proposed to be vacated was granted by (specify type of document) as recorded in Book Page of the Recording District. (Copy of recorded document must be submitted with petition)

Comments from Homer Electric Association attached.

Comments from Enstar Gas Company attached.

Comments from ACS Telephone Company attached.

Comment from GCI Cable Company attached.

Please note comments or no comments on the sketch or plat that is to be submitted with the petition.

Comments from the KPB Roads Department attached if applicable.

Comments from City of attached.

One copy of plat or map (sketch) showing area proposed to be vacated. If easement was granted by document; one copy of recorded document must be submitted.

If an existing structure is encroaching into easement; As-Built showing encroachment must be attached.

Is easement being used by utility company? Yes No
 If yes, which utility

The petitioner must provide reasonable justification for the vacation. Reason for vacating:
 Vacant not practical easments. Take away from usable area of new lot.

The petition must be signed (written signature) by owners of the land subject to the easement proposed to be vacated. Each must include mail address and legal description of his / her property.

Submitted by: Signature As Petitioner Representative

Name: Edge Survey
 Address: 43335 K-Beach Rd. Ste 16B
Soldotna AK
 Phone: 907-283-9047

Petitioners:
 Signature *Russell Stirman*
 Name Russell Stirman
 Address 4109 west 18th Ave.
Kennewick, WA 99338

Signature
 Name Louise Stirman
 Address 4109 West 18th Ave.
Kennewick, WA 99338

Owner of Lot 1, 10 and 11 Plat 83-227

Owner of Lot 1, 10 and 11 Plat 83-227

Signature
 Name
 Address

Signature
 Name
 Address

Owner of

Owner of

Kenai Peninsula Borough
Office of the Borough Clerk

MEMORANDUM

TO: Kelly Cooper, Assembly President
Kenai Peninsula Borough Assembly Members

FROM: Johni Blankenship, Borough Clerk (JB)

DATE: August 4, 2020

RE: Proposition Summary for 2020 Regular Election Brochure (Voter Pamphlet)

Kenai Peninsula Borough Code § 4.10.110 (A) states in part, "... the borough clerk shall prepare and mail to every borough box holder a brochure containing information approved by the assembly of a strictly factual nature pertaining to each proposition on the ballot,"

The following attached proposition summary is being forwarded for Assembly review and approval.

Proposition No. 1: Western Emergency Service Area

Expanding The Anchor Point Fire and Emergency Medical Service Area Boundaries to Include the Ninilchik Area and Creating the Western Emergency Service Area

Your consideration is appreciated.

**KENAI PENINSULA BOROUGH
PROPOSITION NO. 1 - WESTERN EMERGENCY SERVICE AREA**

**EXPANDING THE ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA
BOUNDARIES TO INCLUDE THE NINILCHIK AREA AND CREATING THE WESTERN EMERGENCY
SERVICE AREA**

(To be voted on by voters in the proposed boundaries of the Western Emergency Service Area)

On July 7, 2020, the Assembly enacted Ordinance 2020-31, “An Ordinance Expanding the Anchor Point Fire and Emergency Medical Service Area Boundaries to Include the Ninilchik Area”, subject to voter approval.

BACKGROUND:

Some members of the neighboring communities of Ninilchik and Anchor Point expressed a desire to the assembly for consistent and dependable fire and emergency medical services. Both communities have been satisfied with their level of services in the past, but firefighters and emergency medical service (EMS) personnel have described deficiencies that they believe can only be remedied with additional staffing.

A working group was appointed by Mayor Pierce and approved by the KPB Assembly to hold public meetings, discuss the possibility of forming a joint Ninilchik-Anchor Point service area, and make recommendations to the Assembly. The Working Group found:

- Fewer volunteers are offering to serve on both Ninilchik and Anchor Point teams.
- A joint service area would be more efficient than separate service areas.
- A stand-alone service area for Ninilchik would necessitate a mill rate of 5.75 to support satisfactory services.
- A joint service area would significantly reduce the cost of ambulance runs for Ninilchik residents.
- A joint service area with a mill rate of 2.95 would provide for ten full time employees, a sustainable fund balance, and a reasonable capital outlay plan.
- A stand-alone staffing increase for Anchor Point which has been requested for some time, would result in a higher mill rate than 2.95 mills.
- A joint service area mill rate of 2.95 would increase staffing at both Ninilchik and at Anchor Point fire stations, but would not be sufficient for full time staffing at either station.

FISCAL NOTE:

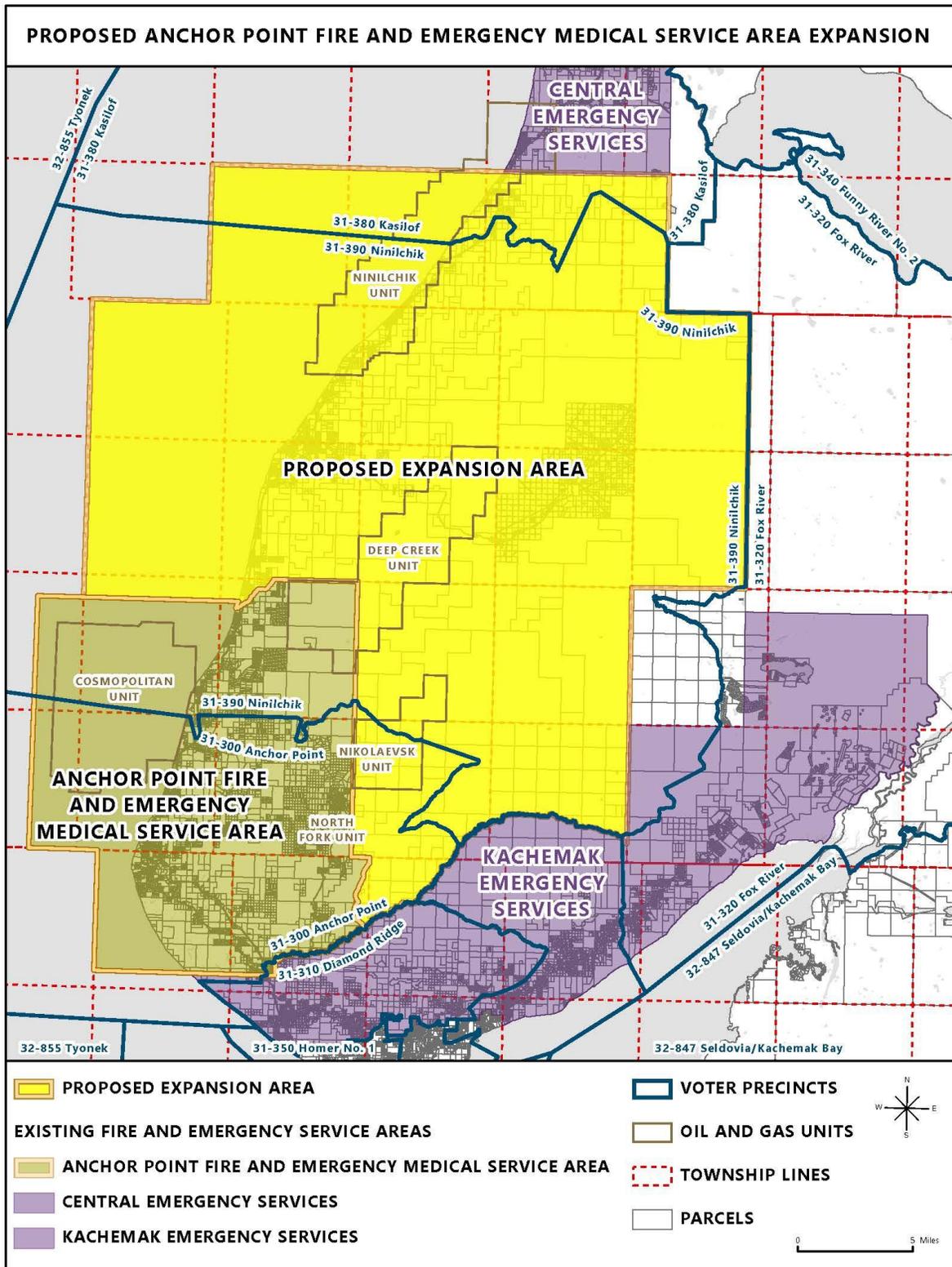
No mill levy in excess of 2.95 mills shall be levied on behalf of the service area unless an increase is approved by the assembly during the budgetary process.

Anchor Point Service Area Property Taxes at 2.95 mills (EXISTING BOUNDARIES): Estimated annual tax revenue based on the current assessed values provided, \$295 per \$100,000 in taxable assessed value \$1.2 million.

Ninilchik Emergency Service Area Property Taxes at 2.95 mills (ADDITIONAL AREA): Estimated annual tax revenue based on the current assessed values provided, \$295 per \$100,000 in taxable assessed value \$0.7 million.

Anchor Point and Ninilchik Joint Emergency Service Area Property Taxes: Estimated annual tax revenue based on the current assessed values provided, \$295 per \$100,000 in taxable assessed value \$1.9 million.

PROPOSED EXPANSION AREA:



BALLOT LANGUAGE

Shall the Kenai Peninsula Borough be authorized to exercise powers to provide fire protection and emergency medical services through the expansion of the Anchor Point Fire and Emergency Medical Service Area to include the Ninilchik area as defined by Section 2 of Ordinance 2020-31?

YES A yes vote approves the expansion of the Anchor Point Fire and Emergency Medical Services Area into the Ninilchik Area, creating a new service area to be called the Western Emergency Service Area.

NO A no vote would prohibit the expansion of the Anchor Point Fire and Emergency Medical Service Area into the Ninilchik area.

Kenai Peninsula Borough
Office of the Borough Mayor

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members of the Kenai Peninsula Borough Assembly

FROM: Charlie Pierce, Kenai Peninsula Borough Mayor *cp*

DATE: August 4, 2020

RE: Appointments to the KPB Planning Commission

In accordance with AS 29.40.020, appointments to Kenai Peninsula Borough Planning Commission are recommended by the Borough Mayor, subject to confirmation by the Borough Assembly. The applicants are registered voters and reside within the areas to be represented. In accordance with KPB 2.40.010 and 2.40.030, I hereby submit to the Assembly my recommendation for confirmation of the following appointments to the KPB Planning Commission:

<u>Appointment</u>	<u>Board Seat</u>	<u>Term Expires</u>
Cindy Ecklund	Seward City	July 31, 2023
Lou Oliva	Northwest Borough	July 31, 2023
Pamela Gillham	Ridgeway	July 31, 2023

Cc: Marcus Mueller KPB, Acting Planning Director
Ann Shirnberg, Administrative Asst.
KPB Clerk's Office

Kenai Peninsula Borough
Office of the Borough Clerk

MEMORANDUM

TO: Charlie Pierce, Borough Mayor
THRU: Johni Blankenship, Borough Clerk (JWB) for J.B.
FROM: Tatyana Shassetz, Borough Clerk Administrative Assistant (SS)
DATE: July 21, 2020
RE: Verification of Planning Commission Applicants

Pursuant to KPB 2.40.010(A)&(B) and 2.40.030(A), the applicants listed below have been verified as registered voters of the Borough and reside within the area to be represented.

Planning Commission

Cindy L. Ecklund

Lou Oliva

Pamela Gillham

Seat

City of Seward

Northwest Borough

Ridgeway

CITY OF SEWARD
P.O. BOX 167
SEWARD, ALASKA 99664-0167



- Main Office (907) 224-4050
- Police (907) 224-3338
- Harbor (907) 224-3138
- Fire (907) 224-3445
- City Clerk (907) 224-4046
- Community Development (907) 224-4049
- Utilities (907) 224-4050
- Fax (907) 224-4038

June 24, 2020

Honorable Mayor Charlie Pierce
Kenai Peninsula Borough
144 N. Binkley Street
Soldotna, AK 99669

Dear Mayor Pierce:

I am writing regarding the upcoming City of Seward vacancy on the Kenai Peninsula Borough Planning Commission. Cindy Ecklund's term will expire on July 31, 2020, and she has expressed an interest in continuing on the Commission.

On behalf of the City Council and the City of Seward, I strongly and proudly recommend that Cindy Ecklund's term be renewed. Ms. Ecklund has served as Seward's representative on the Commission since 2009, and as you can see from her enclosed letter of interest, she brings a lifetime of valuable experience to the table. I'm sure she will continue to make positive contributions to the Kenai Peninsula Borough Planning Commission.

Respectfully,

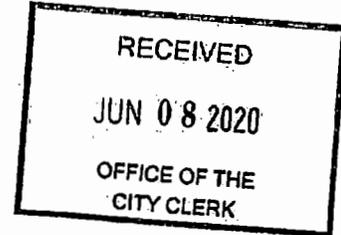
Christy Terry, Mayor
City of Seward

cc: Cindy Ecklund

200608 LAYDOWN
CC MTC

Cindy Ecklund
Letter of Interest
for KPB Plan. Comm.

Cindy L. Ecklund
PO Box 1837
Seward, AK 99664
(907) 362-2276
Ecklundc@gmail.com



May 26, 2020

City of Seward Mayor and Council

City of Seward

PO Box 167

Seward, AK 99664

Honorable Mayor and Council,

My term on the Kenai Peninsula Borough (KPB) Planning Commission expires on July 31, 2020. On October 11, 2016 the KPB Assembly enacted Ordinance 2016-25 Substitute. The ordinance reduced the representation on the Commission from 13 citizens to 11. They approved decreasing the first class and home rule cities from 5 to 4 and the outlying borough areas from 8 to 7. Since my term and Soldotna's representative's terms are up at the end of July one of our cities will no longer be represented on the Commission.

I am still interested in representing the City of Seward. I am requesting you send a letter to Mayor Pierce asking that I be reappointed. Mayor Pierce will review the cities recommendations, select a member to fill the seat and the Assembly will confirm the appointment.

The following is a list of my public work experience and service;

- East KPB Road Service Board 1986-1990 Member and Chair
- Assistant City Clerk for Seward, AK 1998-2000
- Executive Assistant to the Seward, AK City Manager and Personnel Officer 2000-2002
- Executive Assistant to Marathon, FL City Manager 2002
- City of Marathon, FL City Clerk (CMC) and Human Resource Officer 2003-2005*
- City of Marathon, FL City Clerk (CMC) 2005-2006

-
- City of Seward, AK Planning and Zoning Commission 2008-present currently Chair
 - KPB Planning Commission 2009-present
 - KPB Platting Committee 2009-present (serve several quarters a year, some as chair)

*While City Clerk in FL, I served as the clerk for both the City Council and the Planning and Zoning Commission.

I have purchased property in the borough and within the Seward city limits. I have had a home in Alaska since 1976, first in Fairbanks and then moved to Seward in 1979. My only non-vacation absence was while working for the City of Marathon, FL. Three of my four children live in Alaska and all six of my grandchildren live here as well. They have purchased properties in several Alaskan communities and I have enjoyed visiting them throughout the state.

Through my service on the Seward Planning and Zoning Commission and the KPB Planning Commission I try to find a balance between the residents' requests and the requirements of the City and Borough's codes. The health and safety of our residents and visitors is of utmost importance to me. I would be honored to continue to serve on the KPB Planning Commission.

Thank you for your consideration.

Sincerely,



Cindy L. Ecklund



Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

Northwest Borough PC Application Submitted 2020-06-08 12:08:45

Name: Lou Oliva

Mailing Address:

PO 8567
nikiski, Alaska 99635

Residence Address

Email: Lou@ljalaska.com

Work Phone: 9077768656

Home Phone: 9077768656

Mobile Phone: 9077768656

Occupation or place of employment: L&J ENTERPRISES EXCAVATING, INC

Which Planning Commission District do you wish to serve on?: Northwest Borough

How long have you lived in the Kenai Peninsula Borough?: since 1973

What knowledge, experience, or expertise will you bring to the Commission?

Kenai Borough Roads Board - 12 years
Nikiski Fire Service Area Board - 15 years
LNG Borough Board - 2 years

Have you, or do you currently, serve on other Kenai Peninsula Borough commissions, boards or task forces?

No

Are you available for

Night meetings Day meetings

Comments (areas of interest, additional experience or qualifications, etc.):

I would love to serve on the planning commission. Thank you for your consideration.



Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

Ridgeway PC Application Submitted 2020-06-19 10:31:39

Name: Pamela Gillham

Mailing Address:

45710 King Drive
Soldotna, AK 99669

Residence Address

Email: pamelagillham@yahoo.com

Work Phone: 9072021020

Home Phone:

Mobile Phone: 9072021020

Occupation or place of employment: Independant Software Consultant for ClearCourse Consulting

Which Planning Commission District do you wish to serve on?: Ridgeway

How long have you lived in the Kenai Peninsula Borough?: 35 years

What knowledge, experience, or expertise will you bring to the Commission?

My current employment background is in accounting, focusing on compensation and benefit taxation, software support and management of payroll departments for those providing services for 200 to 2500 employees. In the past my focus also included financial consulting and income tax law for individuals and small to medium sized businesses.

My understanding of the importance of a balanced planning commission comes from my professional experience in advising clients on acquisition and disposition of personal and investment real estate. My husband and I also own investment and personal real estate in the Kenai Peninsula as well as other locations. Having been exposed to owning, building, land disputes including ownership and usage I have come to understand the wisdom of having forthought in planing current and future development as well as land preservation. I believe my experiences give me insight that could prove to be of value when making decisions on the land use for the Kenai Peninsula.

Have you, or do you currently, serve on other Kenai Peninsula Borough commissions, boards or task forces?

I do not.

Are you available for

Night meetings Day meetings

Comments (areas of interest, additional experience or qualifications, etc.):

My goal is to ensure the property rights of land ownership is balanced with public access and preservation of our beautiful lands within the Kenai Peninsula. Much responsibility comes with a position that allows you to have a say in how this is to be done. I take this very seriously.

MEMORANDUM

TO: Charlie Pierce, Mayor
FROM: Marcus A. Mueller, Acting Planning Director 
DATE: July 17, 2020
RE: Recommendation for Planning Commission Seating Plan & Policy

This year the Planning Commission seating involves two factors. First, as normal, several of the 3-year Planning Commission seats expire and are up for reappointment or new appointments as of August 1st. Second, Ordinance 2016-25(sub) goes into effect which changes the maximum number of Planning Commission Seats from 13 to 11.

Ordinance 2016-25(sub) set an August 1st effective date to limit the number of Planning Commission seats to 11. Planning Commission seats are apportioned under state statute such that the number of seats for areas inside cities and outside cities is proportional to the total population inside cities in comparison to total population outside cities. Based on most current census information, 20,044 people reside inside cities and 38,323 people reside outside cities in the Kenai Peninsula Borough (US Census Bureau, July 2019). This establishes a ratio that rounds to 4 to 7 for the purposes of distributing an 11-member commission. The ordinance also set parameters such as no more than one member of the commission may be from any single city in the borough, and continues a geographic areas framework for areas outside of cities with one specific change of merging the areas for Anchor Point/ Niniichik with Kasilof/Clam Gulch. Consequently there is one less city seat and one less rural district seat. The ordinance has a "transition" provision to help reconcile or adapt to the changes brought about by the ordinance.

Based on the way that statute and code separate "city seats" and "outside-of-city seats", those groups of 4 and 7 seats, respectively, are to be managed separately.

CITY SEATS:

There are five home rule or first class cities in the Kenai Peninsula Borough. Currently, there are also five planning commission seats held by cities; one each. Implementation of the eleven-member planning commission results in a reduction of 1 city seat. The 3-year seats are distributed such that two cities, Homer and Kenai, are completing the first year

Page | 2

Date: July 17, 2020

To: Mayor Pierce

RE: Recommendation for Planning Commission Seating Plan & Policy

of their 3-year term; Seldovia is completing the 2nd of its 3-year term; and Seward and Soldotna are ending their 3-year term.

Recommended Policy- Rotate city seats with an “off-year” and give the “off-year” city preference for the next seat:

With 5 cities having access to 4 seats, one city will not have a seat on any given year. The most equitable policy would be to return a seat to a city after sitting off for one year. Another way put, a good policy would be to rotate each city through a single off-year, which would occur at the end of the three-year term. When a choice is to be made between two cities whose seats expire on the same year, the city that had been most recently been off will be the city who would be afforded the fresh seat. When only one city occupies the year-class of seats expiring, that city would expect to automatically be in position to sit out a year. After the “off-year” the city would be afforded a fresh seat and another city whose seat has just expired would move into the off-year position. This arrangement would form the general policy. Deviations from this policy would occur if a city, during its off-year, did not present a recommendation for filling the next available seat.

SEATS UP FOR APPOINTMENT

CITY:

Seward and Soldotna have expiring seats. By implementation of Ordinance 2016-25 one city seat is available as of August 1. One city is to be seated and consequently the other would sit an “off-year” consistent with the policy recommendation above. In fulfillment of city obligations to provide a recommendation list for members from the city, the City Councils of both Seward and Soldotna submitted recommendations to fill the available seat by reappointment of the member from their respective city currently holding a seat. Ms. Ecklund is from Seward. Mr. Whitney is from Soldotna. Both are well qualified, are respectful and effective public servants, are respected among their colleagues, and bring value to the work of the commission.

Recommendation for City Seat- City of Seward, Ms. Cindy Ecklund:

For the purpose of seating implementation of Ordinance 2016-025, the acting Planning Director hereby recommends seating the commissioner from the City of Seward, Ms. Cindy Ecklund.

Page | 3

Date: July 17, 2020

To: Mayor Pierce

RE: Recommendation for Planning Commission Seating Plan & Policy

OUTSIDE OF CITY:

The following seats have terms expiring July 31, 2020:

Northwest

Southwest

Ridgeway

The following seats merge as of August 1st:

Anchor Point/Ninilchik (Seat Expires July 31, 2022)

Kasilof/Clam Gulch (Seat Expires July 31, 2021)

Recommendation for Northwest Seat- Mr. Lou Oliva:

The Northwest member completing his term, Mr. Rob Ernst, has provided verbal confirmation that he does not seek reappointment. The Northwest seat has one applicant, Mr. Lou Oliva. Mr. Oliva is experienced with the northwest area as a long-time resident operating a contracting business and previously serving on the Kenai Peninsula Borough's Road Service Area Board. Mr. Oliva would bring valuable perspective and knowledge to the Planning Commission. Mr. Oliva is party to one pending item, a petition to vacate easements, that will be heard by the Planning Commission; it is anticipated that Mr. Oliva would be required to recuse himself from participation on the matter. The acting Planning Director hereby recommends seating as the commissioner from the Northwest area, Mr. Lou Oliva.

Recommendation for Ridgeway Seat- Ms. Pamela Gillham:

The Ridgeway seat stands vacant. The Ridgeway seat has one applicant, Ms. Pamela Gilham. Ms. Gillham is a 35-year resident of the Kenai Peninsula Borough with experience in independent software consulting, accounting services, income tax law, and property ownership. The acting Planning Director hereby recommends seating the commissioner from the Ridgeway area, Ms. Pamela Gillham.

Recommendation for Southwest Seat- Hold Vacant for Ord 2016-25 Transition:

The Southwest member completing his term, Dr. Rick Foster, has moved the location of his primary residence to within the City of Homer. Dr. Foster has expressed interest in continuing to serve on the Planning Commission. In review of State statutes, KPB Code, and administrative records, it is found that a person residing in a city is not eligible to be appointed to an outside of city Planning Commission seat. The Southwest seat has no

Page | 4

Date: July 17, 2020

To: Mayor Pierce

RE: Recommendation for Planning Commission Seating Plan & Policy

eligible applicants. The acting Planning Director hereby recommends holding the Southwest seat vacant through July 31st, 2021 in order to retain both active seats from within the Anchor Point/Ninilchik, Kasilof/Clam Gulch merging area.

Recommendation for Transition of Anchor Point/Ninilchik, Kasilof/Clam Gulch -Retain Seated Members to Completion of Existing Terms:

Ordinance 2016-25 reconfigured 8 geographic areas into 7 geographic areas by merging Anchor Point/Ninilchik with Kasliof/ Clam Gulch. The active seats involved have two years and one year remaining, respectively. Ordinance 2016-25 provides for transition in a way that would allow for a seat outside of cities to be appointed at-large and filled by an individual from any outside-of-city location within the borough, as practical. At the scheduled expiration of the Kasilof-Clam Gulch seat, that seat would no longer be filled. The Southwest seat would at that time be available to be seated at-large in accordance with borough code, maintaining a statutorily apportioned 11-member Planning Commission. The acting Planning Director hereby recommends retaining seated members from both Anchor Point/Ninilchik (Bentz) and Kasilof/Clam Gulch (Ruffner) for the completion of existing scheduled terms under the transition mechanism afforded under Ordinance 2016-025(sub).

MAYOR'S REPORT TO THE ASSEMBLY

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

FROM: Charlie Pierce, Kenai Peninsula Borough Mayor *dp*

DATE: August 4, 2020

Assembly Request / Response

None

Agreements and Contracts

- a. Authorization to Award a Contract for ITB20-028 Roosevelt Circle (W6ROC) to Foster Construction, Inc., Soldotna, Alaska.
- b. Authorization to Award a Contract for ITB20-027 Basargin Road (S8BSG) to East Road Services, Inc., Homer, Alaska.
- c. Authorization to Award a Contract for RFP20-013 Flood Hazard Analyses Seward Mapped Flood Data Area to AWR Engineering, LLC.
- d. Authorization to Award a Contract for ITB20-032 Redoubt Elementary School Roof Replacement to Orion Construction, Inc., Wasilla, Alaska.
- e. Comtech Solacom Technologies – Guardian 911 Call Management, Under the Government General Services Administration (GSA) H-GAC Contract #20-00504.
- f. Authorization to Award a Contract for ITB20-033 Homer Solid Waste Facility Phase 2 Landfill Closure to Qayaq Construction, Anchorage, Alaska.
- g. Sole Source Purchasing Request for Medical Patient Simulator Package from iSimulate USA.
- h. Authorization to Award a Contract for RFP20-018 South Peninsula Hospital and Homer Medical Center Roof Professional Designs Services to K+A Designstudios, Kenai, Alaska.

Other

- a. Budget Revisions – June 2020
- b. Revenue-Expenditure Report – June 2020
- c. FY20-4Q Economic Development Grant Reports
- d. FY20-4Q Senior Center Grant Reports
- e. Kenai Peninsula College FY20 Program Narrative Report
- f. Status Litigation Report – Quarter Ending 06/30/20

Kenai Peninsula Borough Solid Waste

MEMORANDUM

TO: Charlie Pierce, Mayor

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

THRU: Dil Uhlin, Road Service Area Director *DU*

FROM: Andrew Walsh, Project Manager *AW*

DATE: July 1, 2020

RE: Authorization to Award a Contract for ITB20-028 Roosevelt Circle (W6ROC)

The Purchasing and Contracting Office formally solicited and received bids for the ITB20-028 Roosevelt Circle (W6ROC). Bid packets were released on June 3, 2020 and the Invitation to Bid was advertised in the Peninsula Clarion on June 3, 2020.

The project consists of furnishing all labor, materials and equipment for subgrade modification, roadbed widening, embankment reconditioning and paving of approximately 1,400 linear feet of roadway on Roosevelt Circle.

On the due date of June 24, 2020, three (3) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$122,878.00 was submitted by Foster Construction, Inc., Soldotna, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434.33950.W6ROC.43011.

James Bairden, Chief of Staff
Charlie Pierce, Mayor

7/2/2020
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>434.33950.W6ROC.43011</u>
Amount	<u>\$122,878.00</u>
By: <i>PP</i> <i>BH</i>	Date: <u>7/2/2020</u>
NOTES: N/A	

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB20-028 Roosevelt Circle (W6ROC)

CONTRACTOR	LOCATION	BASE BID
Foster Construction Inc.	Soldotna, AK	\$122,878.00
Great Northern Constructions & Management	Soldotna, AK	\$146,560.00
Knik Construction Co., Inc.	Anchorage, AK	\$194,636.75

DUE DATE: June 24, 2020

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough

Solid Waste

MEMORANDUM

TO: Charlie Pierce, Mayor

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

THRU: Dil Uhlin, Road Service Area Director *DU*

FROM: Andrew Walsh, Project Manager *AW*

DATE: July 1, 2020

RE: Authorization to Award a Contract for ITB20-027 Basargin Road (S8BSG)

The Purchasing and Contracting Office formally solicited and received bids for the ITB20-027 Basargin Road (S8BSG). Bid packets were released on June 3, 2020 and the Invitation to Bid was advertised in the Peninsula Clarion on June 3, 2020.

The project consists of furnishing all labor, materials and equipment for subgrade modification, roadbed widening, embankment reconditioning and paving of approximately 7,000 linear feet of roadway on Basargin Road.

On the due date of June 24, 2020, two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$750,560.00 was submitted by East Road Services, Inc., Homer, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434.33950.S8BSG.43011.

James Baisden, Chief of Staff

 Charlie Pierce, Mayor

7/2/2020

 Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>434.33950.S8BSG.43011</u>
Amount	<u>\$750,560.00</u>
By: <i>PP</i> <i>BA</i>	Date: <u>7/2/2020</u>
NOTES: <i>na</i>	

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB20-027 Basargin Road (S8BSG)

CONTRACTOR	LOCATION	BASE BID
East Road Services, Inc.	Homer, AK	\$750,560.00
Great Northern Constructions & Management	Soldotna, AK	\$896,896.00

DUE DATE: June 24, 2020

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough Purchasing & Contracting

MEMORANDUM

TO: Charlie Pierce, Mayor

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

FROM: Stephanie Presley, SBCFSA *SP*

DATE: July 7, 2020

RE: Authorization to Award a Contract for RFP20-013 Flood Hazard Analyses Seward Mapped Flood Data Area

On May 12, 2020, the Kenai Peninsula Borough's Seward Bear Creek Flood Service Area formally solicited proposals for RFP20-013 Flood Hazard Analyses Seward Mapped Flood Data Area. The request for proposals was advertised in the Peninsula Clarion and the Anchorage Daily News on May 12, 2020.

The project consists of analyzing, processing and delivering to the KPBC/ Seward-Bear Creek Flood Service Area updated flood hazard mapping in three areas of interest covering approximately 1,160 acres within the Seward Mapped Flood Data Area. Analyses will include new and updated modeling of existing and future conditions on alluvial fans, flow paths behind erodible gravel embankments, and flood depth grids.

On the due date of June 4, 2020, one (1) proposal was received and reviewed by a review committee as follows:

<u>FIRMS</u>	<u>TOTAL SCORE</u>
AWR Engineering, LLC	358

Funding of this contract will be charged to account number 271.21212.15090.43011.

Charlie Pierce
Charlie Pierce, Mayor

7/7/2020
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>271.21212.15090.43011</u>	
Amount: <u>\$87,255.00</u>	
By: <u>PP BH</u>	Date: <u>7/7/2020</u>
NOTES: n/a	

Kenai Peninsula Borough Purchasing and Contracting Department

MEMORANDUM

TO: Charlie Pierce, Mayor

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

FROM: Carmen Vick, Project Manager *C Vick*

DATE: July 13, 2020

RE: Authorization to Award a Contract for ITB20-032
Redoubt Elementary School Roof Replacement

The Purchasing and Contracting Office formally solicited and received bids for ITB20-032 Redoubt Elementary School Roof Replacement. Bid packets were released on June 11, 2020 and the Invitation to Bid was advertised in the Peninsula Clarion on June 11, 2020 and the Anchorage Daily News on June 11, 2020 and June 21, 2020.

The project consists of the following: Provide all labor and materials to replace the roof at Redoubt Elementary School, 486 W Redoubt Ave, Soldotna, AK 99669.

On the due date of July 1, 2020 two (2) bids were received and reviewed to ensure that the specifications and delivery schedules were met. The low bid of \$1,013,500.00 was submitted by Orion Construction, Inc., Wasilla, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 401.76040.20SCH.49101.

Charlie Pierce
Charlie Pierce, Mayor

7/13/2020
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>401.76040.20SCH.49101</u>
Amount	<u>\$1,013,500.00</u>
By: <i>PP BH</i>	Date: <u>7/13/2020</u>

NOTES:

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB20-032 Redoubt Elementary School Roof Replacement

CONTRACTOR	LOCATION	BASE BID	ADDITIVE ALTERNATE #1	TOTAL
Orion Construction, Inc.	Wasilla, AK	\$922,000.00	\$91,500.00	\$1,013,500.00
RPR, Inc., dba Rain Proof Roofing	Anchorage, AK	\$1,292,700.00	\$139,000.00	\$1,431,700.00

DUE DATE: July 1, 2020

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough

Purchasing and Contracting Department

MEMORANDUM

TO: Charlie Pierce, Mayor

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

FROM: Lisa Kosto, 911 Senior Manager *LK*

DATE: July 16, 2020

RE: Comtech Solacom Technologies – Guardian 911 Call Management, Under the Government General Services Administration (GSA) H-GAC Contract #20-00504

The vendor of the current 911 Management software in use in the Borough, Telecommunications Systems Inc. (TCS) is owned by the parent company Comtech Telecommunications Corp. (Comtech). Comtech no longer wanted to put development into the current 911 software XSolution Software suite and has chosen to decommission said software rather than upgrade to current standards. Comtech has purchased Solacom Technologies whose only product is 911 call management software. Due to this company acquisition, Comtech is in the process of decommissioning the XSolution products currently utilized by the Borough and encouraging all their customers to migrate over to Solacom's Guardian products. Comtech is waiving substantial software licensing costs for existing customers currently using the TCS XSolution software. The acquisition will allow us to utilize the latest technology to increase public safety, and implementing the product now will save a substantial amount in waived fees, as we will be required to migrate from the current product as it will no longer be supported.

Utilizing the established HGAC pricing structure, Solacom has provided a quotation for the sum of \$314,648.00 to implement the Guardian 911 Call Management product. A portion of this project for \$51,093 is funded by CARES to provide the 911 Management software at the 911 back-up center. For reasons stated above, Purchasing and Contracting would like to award Solacom Technologies with the contract to replace the existing XSolution software suite with the Solacom Guardian 911 Call Management software. The main qualifiers restated: meets industry and national standards, fully compatible with the existing Borough network hardware, gateways and devices, savings in maintenance costs as well as the satisfaction of procurement through GPO/GSA involvement.

Your approval is hereby requested. Funding for this project is in account numbers 705.94910.21E08.43019 & ~~271.94910.CAR17.5002~~ 271.94910.CAR17.43019

Charlie Pierce
Charlie Pierce, Mayor

7/20/2020
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct: <u>705.94910.21E08.43019 - \$263,555.00</u>	
XXXXXXXXXXXX - \$51,093.00 271.95164.CAR17.43019	
By: <u>CF BH</u>	Date: <u>7/20/2020</u>
NOTES: BUDGET REVISION IN PROCESS. THE RR WAS ALREADY SET UP THROUGH THE CARES BUDGET PROCESS AND IS ON FILE WITH FINANCE. FUNDS ARE ALREADY AVAILABLE.	

Kenai Peninsula Purchasing and Contracting Department

MEMORANDUM

TO: Charlie Pierce, Mayor

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

FROM: Andrew Walsh, Project Manager *AW*

DATE: July 13, 2020

RE: Authorization to Award a Contract for ITB20-033 Homer Solid Waste Facility Phase 2 Landfill Closure

The Purchasing and Contracting Office formally solicited and received bids for ITB20-033 Homer Solid Waste Facility Phase 2 Landfill Closure. Bid packets were released on June 12, 2020 and the Invitation to Bid was advertised in the Peninsula Clarion and the Anchorage Daily News on June 12, 2020 and the Homer News on June 11, 2020.

The project consists of the closure of approximately 5.2 acres of landfill using a geo-synthetic clay liner, installing a landfill gas system and a drainage system.

On the due date of July 2, 2020 seven (7) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$1,614,971.00 was submitted by Qayaq Construction, Anchorage, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 411.32122.19HLC.49101.

Charlie Pierce
Charlie Pierce, Mayor

7/13/2020
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. _____	411.32122.19HLC.49101
Amount _____	\$1,614,971.00
By: <u><i>PP</i></u> <u><i>BH</i></u>	Date: <u>7/13/2020</u>

NOTES:

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB20-033 Homer Solid Waste Phase II Landfill Closure

CONTRACTOR	LOCATION	BASE BID
Qayaq Construction, LLC	Anchorage, AK	\$1,614,971.00
Alaska Aggregate Products	Palmer, AK	\$1,774,741.50
East Road Services, Inc.	Homer, AK	\$1,838,009.00
Southcentral Construction, Inc.	Anchorage, AK	\$1,881,785.00
Tutka, LLC	Wasilla, AK	\$1,998,700.00
Brechan Construction, LLC	Kodiak, AK	\$2,338,025.00
D & L Construction Co., Inc.	Cooper Landing, AK	\$3,011,726.00

DUE DATE: July 2, 2020

KPB OFFICIAL: John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough Central Emergency Services

MEMORANDUM

TO: Charlie Pierce, Borough Mayor
Thru: John Hedges, Purchasing and Contracting Director *JH*
FROM: Roy Browning, CES Chief *RB*
DATE: July 16, 2020
RE: Sole Source Purchasing Request

This is a request for a sole source purchase from iSimulate USA, for Medical Patient Simulator training package. This product is not offered by any other vendor. This is an electronic EMS training simulator device for EMT and Paramedic level training. This product integrates with the iPad tablets currently utilized at CES for standardized training performed by the Medical Director and Training Staff. The iSimulate training module allows multiple scenario training, integrating with the EKG Life Pak 15 Cardiac defibrillator. The iSimulate REALTi platform product is a less expensive alternative than mannequin simulators, that when researched exceeded \$75,000.

This product fits the needs of CES, and is fully customizable while maintaining standardization with our current iPad and Lifepak 15 Cardiac defibrillators. Thank you for your consideration in this sole source request.

- iSimulate USA, Medical Patient Simulator Training Equipment- \$17,140

Approved *CP* Date: 7/17/2020
Charlie Pierce, Mayor

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. 211.51610.48515	
Amount \$ 17,140.00	
By: <u><i>CF BH</i></u>	Date: <u>7/16/2020</u>

NOTES: N/A



January 7, 2020

To Whom It May Concern:

iSimulate is the sole source provider for ALSi, CTGi, AURiS, and REALITi which provide economical, highly advanced and realistic patient condition simulation packages. ALSi, CTGi, AURiS, and REALITi cannot be purchased through any other vendor and there are no other similar products available on the market.

ALSi represents the latest advancement in medical simulation technology. It is so easy to use that you can be up and running in less than two minutes and can act as a fully featured multi parameter monitor, AED, and defibrillator. The simple setup makes it great for situational training. ALSi provides a super realistic simulation experience, enabling hi fidelity simulation even in low fidelity situations.

CTGi provides a realistic fetal heart rate monitor package with real time cardio-tocography simulation technology. CTGi gives facilitators a great tool for training and students an incredibly realistic platform to learn from. CTGi offers obstetric simulation as you have never seen it before, built off technology you use every day.

AURiS allows heart, lung, and bowel sounds to be simulated using just a training stethoscope and an iOS device. AURiS is easy to use and allows training to be conducted in a variety of different environments.

REALITi is a simulation ecosystem that integrates live wireless video streaming, live voting, dynamic 12 lead ECGs, mimics proprietary monitors and defibrillators, and can grow/adapt with you simulation needs.

iSimulate is able to achieve this by utilizing current technology in ways few do, enabling customers to have access to highly advanced simulation technology without having to worry about the typically associated costs.

Our gesture based control panel is built to provide advanced functionality without the complexity of traditional systems. We use the best of mobile technology to provide a seamless user experience from start to finish.

Sincerely,

A handwritten signature in black ink, appearing to read "Bobby Syed".

Bobby Syed

President, The Americas

Albany Medical Center - BACC • 43 New Scotland Ave (MC #25) • Albany, NY 12208
Phone: 1-877-947-2831 • Fax: +1-518-670-2822 • iSimulate.com



The iSimulate REALITi platform provides an economical highly advanced and realistic patient simulation condition package.

Among the features included with the platform that are unique to iSimulate are:

1. The ability to customize and trend any scenario the user chooses. We open up the realm of possibility by allowing the end user the ability to create their own scenarios. Other programs require their users to purchase pre-made scenarios which limits the ability of the simulator to act in the appropriate capacity needed by varying healthcare environments. By allowing instructors the ability to customize all aspects of simulation.
2. REALITi offers the flexibility for simulation leaders to build cases that mimic real life events. This is done, in part, by allowing for the upload of image and video files which give the ability to re-create actual cases.
3. The REALITi scenario building program offers the instructor the ability to evaluate performance in real time by adding comments and observations. This along with all of the other features of the scenario are time stamped into an unalterable pdf document that the instructor can use for debrief, training and student record keeping. Many education programs add these pdf documents to employee performance folders for continuing education and pre-hire testing.
4. REALITi has a vast library of physiologically correct waves including over 75 different EKG waves. Our waves are programed to change their associated intervals and segments with the active changing of their values by the user. For example, when the user changes the heart rate, the EKG changes its variables to match what would physiologically occur. We pride ourselves on our EtCO₂ waves. EtCO₂ has become a huge focus for the patient safety during sedation and return of spontaneous circulation (ROSC) outlined by the American Heart Association (AHA).
5. We provide our users the ability to design a wide variety of laboratory panels. REALITi offers over 186 different lab assays allowing the instructor to build a lab panel customized to their current training environment, organization and equipment.
6. REALITi is the only mobile integrated simulated monitor solution that can be utilized on any simulation medium to include but not limited to live role players, manikins, and on screen streaming and recording.
7. REALITi is the only mobile integrated monitor solution that incorporates a video debriefing system as part of the simulation ecosystem.
8. We provide our users Global Community Site access. All of our users receive a personal login allowing them access to our worldwide simulation community. Here they can download, upload, collaborate and communicate with other agencies in the iSimulate network.



9. REALTi is the only iPad based simulator on the market that simulates the proprietary monitors, monitor/defibrillators and simulation options on one device by offering the following. By simulating the following monitors:

- Zoll X
- Zoll R
- Zoll Propaq MD
- LifePack 15
- LifePack 20
- LifePack 1000 AED
- GE Carescape
- LifePack 1000 AED
- Welch Allyn Connex
- Philips Intellivue MX800
- Philips MRx
- Medtronic Capnostream 35
- Corpuls 3
- Corpuls 1
- Carefusion Revel Ventilator
- Will continue to add new monitors, monitor/defibrillators and AEDs with regular software updates.

Should you have any questions or concerns please **don't** hesitate to contact us directly.

Albany Medical Center - BACC • 43 New Scotland Ave (MC #25) • Albany, NY 12208
Phone: 1-877-947-2831 • Fax: +1-518-670-2822 • iSimulate.com

Advanced Patient Condition Simulation

Using just two iPads, the lightness and simplicity of ALSi makes it ideal for in-situ training. ALSi gives facilitators a great tool for training and students an incredibly realistic platform to learn from. ALSi offers medical simulation as you've never seen it before, built off technology you use every day.



Kenai Peninsula Borough Purchasing and Contracting Department

MEMORANDUM

TO: Charlie Pierce, Mayor

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

FROM: Andrew Walsh, Project Manager *AW*

DATE: July 15, 2020

RE: Authorization to Award a Contract for RFP20-018
South Peninsula Hospital and Homer Medical Center Roof
Professional Design Services

The Purchasing and Contracting Office formally solicited and received proposals for RFP20-018 South Peninsula Hospital and Homer Medical Center Roof Professional Design Services. Proposal packets were released and the Request for Proposal was advertised in the Peninsula Clarion and the Anchorage Daily News on May 13, 2020 and in the Homer News on May 14, 2020.

The project consists of but not limited to Professional Design Services for roofing recommendations. Site visit and existing condition review; review of project parameters and incorporation of approved KPB design recommendations and detailing; demolition plan preparation documentation. Roof and insulation replacement. Bid ready documentation preparation, Construction Administration, Closeout and Warranty Services.

On the due date of May 27, 2020 one (1) proposal was received. The administrative personnel reviewed and evaluated the proposal based on criteria contained in the RFP.

The highest ranking proposal, which includes a cost factor, was submitted by K+A designstudios with a lump sum cost proposal of \$135,901.00. The proposal review committee recommends award of a contract to K+A designstudios, Kenai, Alaska. Your approval for this award is hereby requested.

Funding for this project is in account numbers 491.81210.21SHC.49311 and 491.81210.17SPM.49311.

CP

Charlie Pierce, Mayor

7/17/2020

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	491.81210.21SHC.49311
Amount	\$87,675.00
Acct. No.	491.81210.17SPM
Amount	\$48,226.00
By: <i>CF BH</i>	Date: 7/15/2020

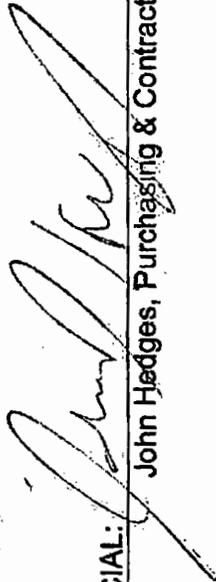
NOTES: OBJECT CODE FOR
491-81210-17SPM IS 49311

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: RFP20-018 South Peninsula Hospital / Homer Medical Clinic Design

CONTRACTOR	LOCATION	BASE BID
K+A Designstudios	Kenai, AK	\$142,360.00

DUE DATE: May 27, 2020

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Finance Department

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members of the Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Borough Mayor *dc*

THRU: Brandi Harbaugh, Finance Director *BY*

FROM: Sarah Hostetter, Payroll Accountant *SH*

DATE: July 14, 2020

RE: Budget Revisions – June 2020

Attached is a budget revision listing for June 2020. The attached list contains budget revisions between major expenditure categories (i.e., maintenance & operations and capital outlay). Other minor transfers were processed between object codes within major expenditure categories.

ANCHOR POINT FIRE SERVICE AREA

Moving funds from FY20 to FY21 to purchase a Stryker Powerload System. Grant funding for this project will not be released until FY21.

209-51410-00000-40110 (Regular Wages)		\$26,100.00
209-51410-20GUR-48515 (Medical Equipment)	\$26,100.00	

CLERK'S OFFICE - ELECTIONS

To replenish Election supplies.

100-11130-00000-43110 (Communications)		\$500.00
100-11130-00000-42210 (Operating Supplies)	\$500.00	

FINANCE - FINANCIAL SERVICES

To replace failed printer (used to print AP and Payroll checks) and purchase a second one for back up purposes.

100-11430-00000-42210 (Operating Supplies)		\$2,205.01
100-11430-00000-48710 (Minor Office Equipment)	\$2,205.01	

MAINTENANCE DEPARTMENT

To purchase a variable frequency drive motor control for the SOHI auditorium fan system. And to also replace an obsolete air balance flow hood.

241-41010-00000-43764 (Snow Removal)		\$5,900.00
241-41010-00000-48740 (Minor Machines/Equipment)	\$5,900.00	

MAINTENANCE DEPARTMENT

To purchase a Balancing Module for the Dynamix Motor Diagnostic tool. This will allow for fine balancing of rotating equipment to greatly extend overall life.

241-41010-00000-43764 (Snow Removal)		\$2,600.00
241-41010-00000-48740 (Minor Machines/Equipment)	\$2,600.00	

MAINTENANCE DEPARTMENT

To replace failed Field Sprinklers.

241-41010-00000-43764 (Snow Removal)		\$1,300.00
241-41010-00000-48740 (Minor Machines/Equipment)	\$1,300.00	

JUNE 2020 CONTINUED

INCREASE DECREASE

NORTH PENINSULA RECREATION

To cover utilities for the remainder of the FY, due to shortage from significant increases in natural gas costs.

225-61110-00000-50459 (Transfer NPRSA Capital Project Fund)		\$55,000.00
225-61110-00000-43610 (Public Utilities)	\$55,000.00	

PURCHASING DEPARTMENT

To purchase a desktop computer for the new project manager.

100-11227-00000-43310 (Advertising)		\$793.47
100-11227-00000-48720 (Minor Office Furniture)		\$500.00
100-11227-00000-48710 (Minor Office Equipment)	\$1,293.47	

SELDOVIA RECREATION

To purchase a TV, AV receiver and TV stand.

227-61210-00000-43011 (Contract Services)		\$2,600.00
227-61210-00000-48710 (Minor Office Equipment)	\$1,900.00	
227-61210-00000-48720 (Minor Office Furniture)	\$700.00	

SOLID WASTE DEPARTMENT

To cover increased utilities due to a higher volume of leachate from heavy rains and heavy winter snow accumulation over the winter.

290-32122-00000-40110 (Regular Wages)		\$35,000.00
290-32010-00000-40110 (Regular Wages)		\$35,000.00
290-32122-00000-43610 (Public Utilities)	\$70,000.00	

Kenai Peninsula Borough
Finance Department

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members of the Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Borough Mayor *CP*

THRU: Brandi Harbaugh, Finance Director *BH*

FROM: Sarah Hostetter, Payroll Accountant *SH*

DATE: July 14, 2020

RE: Revenue-Expenditure Report – June 2020

Attached is the Revenue-Expenditure Report of the General Fund for the month of June 2020. Please note that 100.00% of the year has elapsed, 92.52% of budgeted revenues have been collected, and 92.99% of budgeted expenditures have been made.

** Please also note, these numbers are not final as there will be additional amounts posted due to fiscal year-end adjustments. **

KENAI PENINSULA BOROUGH

Revenue Report

For the Period

June 1 through June 30, 2020

ACCOUNT NUMBER	DESCRIPTION	ESTIMATED REVENUE	YEAR TO DATE RECEIPTS	MONTH TO DATE RECEIPTS	VARIANCE	% COLLECTED
31100	Real Property Tax	\$ 30,759,296	\$ 30,794,255	\$ 317,445	\$ 34,959	100.11%
31200	Personal Property Tax	1,988,657	2,202,525	9,534	213,868	110.75%
31300	Oil Tax	7,347,971	7,343,975	-	(3,996)	99.95%
31400	Motor Vehicle Tax	712,000	422,989	55,793	(289,011)	59.41%
31510	Property Tax Penalty & Interest	499,969	605,946	20,434	105,977	121.20%
31610	Sales Tax	32,272,462	27,019,506	852,993	(5,252,956)	83.72%
33110	In Lieu Property Tax	3,200,000	3,346,775	3,267,980	146,775	104.59%
33117	Other Federal Revenue	185,000	136,777	-	(48,223)	73.93%
33220	Forestry Receipts	400,000	511,540	-	111,540	127.88%
34110	School Debt Reimbursement	1,324,359	1,281,894	-	(42,465)	96.79%
34221	Electricity & Phone Revenue	155,000	-	-	(155,000)	0.00%
34222	Fish Tax Revenue Sharing	750,000	(105,930)	-	(855,930)	-14.12%
34210	Revenue Sharing	843,079	843,613	-	534	100.06%
37350	Interest on Investments	1,590,436	1,590,436	25,089	-	100.00%
38000	Trans From Other Funds	175,000	175,000	-	-	100.00%
39000	Other Local Revenue	300,000	394,795	37,668	94,795	131.60%
290	Solid Waste	800,000	510,293	4,917	(289,707)	63.79%
Total Revenues		<u>\$ 83,303,229</u>	<u>\$ 77,074,388</u>	<u>\$ 4,591,853</u>	<u>\$ (6,228,841)</u>	<u>92.52%</u>

KENAI PENINSULA BOROUGH
Expenditure Report
For the Period
June 1 through June 30, 2020

DESCRIPTION	REVISED BUDGET	YEAR TO DATE EXPENDED	MONTH TO DATE EXPENDED	AMOUNT ENCUMBERED	AVAILABLE BALANCE	% EXPENDED
Assembly:						
Administration	\$ 494,065	\$ 452,468	\$ 21,311	\$ 2,976	\$ 38,622	91.58%
Clerk	555,004	496,831	44,417	3,177	54,996	89.52%
Elections	113,910	106,971	9,607	5,579	1,359	93.91%
Records Management	269,852	233,758	28,231	9,292	26,801	86.62%
Mayor Administration	818,559	687,897	53,131	50	130,612	84.04%
Purch/Contracting/Cap Proj	625,305	508,223	41,804	2,575	114,507	81.28%
Human Resources:						
Administration	676,140	638,695	49,061	450	36,994	94.46%
Print/Mail	194,101	139,940	27,102	6,245	47,916	72.10%
Custodial Maintenance	119,209	108,061	9,202	-	11,148	90.65%
Information Technology	2,015,513	1,792,239	210,551	7,093	216,180	88.92%
Emergency Management	825,019	632,744	76,045	557	191,718	76.69%
Legal Administration	1,144,040	913,456	85,888	117,551	113,033	79.84%
Finance:						
Administration	501,884	481,209	37,243	859	19,817	95.88%
Services	1,012,211	930,489	131,649	213	81,509	91.93%
Property Tax	1,141,518	886,298	69,310	67,869	187,352	77.64%
Sales Tax	700,683	591,833	92,553	27,056	81,794	84.47%
Assessing:						
Administration	1,416,722	1,207,252	79,974	501	208,968	85.21%
Appraisal	1,983,326	1,648,540	148,965	-	334,785	83.12%
Resource Planning:						
Administration	1,264,985	1,019,725	80,102	3,824	241,436	80.61%
GIS	596,596	439,360	23,405	598	156,638	73.64%
River Center	769,721	488,609	50,210	3,268	277,844	63.48%
Senior Citizens Grant Program	608,969	547,414	17,482	61,555	-	89.89%
School District Operations	58,943,139	58,933,108	4,353,170	-	10,031	99.98%
Solid Waste Operations	8,993,901	7,949,840	1,707,082	455,973	588,088	88.39%
Economic Development	425,000	162,888	7,324	232,982	29,130	38.33%
Non-Departmental	3,757,128	1,658,898	(485,927)	46,700	2,051,531	44.15%
Total Expenditures	\$ 89,966,500	\$ 83,656,747	\$ 6,968,891	\$ 1,056,944	\$ 5,252,809	92.99%

KENAI PENINSULA BOROUGH
Community & Fiscal Projects

MEMORANDIUM

TO: Charlie Pierce, Mayor
FROM: Brenda Ahlberg, Community & Fiscal Projects Manager 
DATE: July 21, 2020
SUBJECT: FY20-4Q Economic Development Grant Reports

Attached are the grant reports for the following entities:

KPEDD – Kenai Peninsula Economic Development District

KPTMC – Kenai Peninsula Tourism Marketing Council

SBDC – Small Business Development Center



KENAI PENINSULA BOROUGH

144 North Binkley Street • Soldotna, Alaska 99669-7599

PHONE: (907) 714-2153 • FAX: (907) 714-2377

EMAIL: bahlberg@kpb.us

FROM: KPEDD
KPB ACCOUNT: 100.94900.KPEDD.43009

Contract Amount: \$100,000
Ending: June 30, 2020

Financial / Progress Report

Submit Report To: Brenda Ahlberg
Community & Fiscal Projects Manager
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Project Name: Non-Areawide KPB Economic Development
Date: 7/6/2020
Report No.: 4 of 4
Quarter From: April 1, 2020
To: June 30, 2020

FINANCIAL REPORT:

FINAL REPORT DUE ON OR BEFORE 07/10/20

Cost Category	Authorized Budget	Expenditures from Last Report	Expenditures This Period	Total Expenditures to Date	Balance of Funds
Personnel	100,000	75,000.00	25,000.00	100,000.00	\$ -
		-		-	\$ -
TOTALS	\$ 100,000.00	75,000.00	\$ 25,000.00	\$ 100,000.00	\$ -
Payment Request					\$ 25,000.00

PROGRESS REPORT: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Please see the attached progress report.

Grantee Certification: I certify that the above information is true and correct, and that expenditures have been made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: [Signature] Date: 7/6/2020

Printed Name and Title: Tim Dillon, Executive Director

Kenai Peninsula Economic Development District

FY 2020 4th Quarter Report

(Project Period April 1, 2020 – June 30, 2020)

- The Situations and Prospects data has been updated on the KPEDD website (www.kpedd.org) and includes information on housing, workforce, wages, sales tax, industry changes, healthcare, demographic information, education and cost of living. This information is used by site selectors, local governments, elected officials, private industry and non-profits.
- The Comprehensive Economic Development Strategy (CEDS) annual update has been completed and submitted to the U.S. Economic Development Administration. This was the final update for the five-year CEDS. The plan provided an overview of regional and statewide human capital, community development, quality of life, critical infrastructure, industry development, SWOT analysis, as well as reported and projected economic changes.
- Staff provided technical assistance throughout the quarter to businesses and communities applying for federal and state funding stemming from the economic effects of COVID-19. KPEDD has assisted 221 businesses and 12 communities to date.
- KPEDD held ongoing discussions during the reporting period with the City of Seldovia regarding the Red Mountain ecotourism project. Road repairs, that could potentially be completed by the Army Corps of Engineers, would create recreational access to the retired chromium mine.
- An application was submitted to the U.S. Economic Development Administration for disaster supplemental funds stemming from the 2018 earthquake. If approved, this grant will fund a microloan expansion for Peninsula businesses and an economic resiliency plan (conducted with U.S. Environmental Protection Agency technical assistance) to build more resilient communities.
- In cooperation with local funding sources, KPEDD distributed two microloans to local businesses during this reporting period to grow their current operations.
- Workforce development planning continued with regional and state partners during the fourth quarter. Surveys were disseminated to gather resource and program information in the areas of industry-specific training, certifications, degrees, programs, employment, needs, and opportunities for growth. (This information will be incorporated into a new website to connect residents with employers and training).
- Tim Dillon, KPEDD Executive Director, presented KPEDD progress during the quarter to the Kenai Peninsula Borough Assembly and the cities of Kenai, Soldotna, Homer, Seward and Seldovia.



KENAI PENINSULA BOROUGH

144 North Binkley Street • Soldotna, Alaska 99669-7599

PHONE: (907) 714-2153 • FAX: (907) 714-2377

EMAIL: bahlberg@kpb.us

FROM: KPTMC
KPB ACCOUNT: 100.94900.KPTMC.43021

Contract Amount: \$150,000
Ending: June 30, 2020

Financial / Progress Report

Submit Report To: Brenda Ahlberg
Community & Fiscal Projects Manager
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Project Name: Tourism Marketing/Peninsula Promotion
Date:
Report No.:
Quarter From:
To:

FINANCIAL REPORT: FINAL REPORT DUE ON OR BEFORE 10 JULY 2020

Cost Category	Authorized Budget	Expenditures from Last Report	Expenditures This Period	Total Expenditures to Date	Balance of Funds
Personnel	\$ 20,000.00	\$ -	\$ 4,297.43	\$ 4,297.43	\$ 15,702.57
Contractual	\$ 123,300.00	\$ 28,319.92	\$ 18,044.03	\$ 46,363.95	\$ 76,936.05
Travel	\$ 6,700.00	\$ -	\$ -	\$ -	\$ 6,700.00
TOTALS	\$ 150,000.00	\$ 28,319.92	\$ 22,341.46	\$ 50,661.38	\$ 99,338.62
Payment Request					\$ 22,341.46

PROGRESS REPORT: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Working with the Borough Administration the Scope of Work (SOW) for marketing the Kenai Peninsula was updated on May 12th. The updates removed the following items from the initial proposal: In-State and Out-of-State Travel Trade Shows which had been cancelled due to Covid-19, SEO Optimization and Monitoring and media hosting. In-light of travel restrictions both by Alaskan's and those arriving from the Lower 48 we adjusted our marketing efforts to focus promoting the Peninsula to Alaskans.

Successes:

- Ad buys on radio both on the Peninsula and South-Central Alaska were successful. We received great feedback and noted increased traffic to KenaiPeninsula.org specifically to our "Deals & Packages" page and "Request a Passport" page.
- Large increase in Passport to the Kenai requests. Members of KPTMC pay for the production of the Passports which represent businesses in each community. Visitors request Passports as a free incentive to visit the Peninsula. Visitor's stop at businesses in each community to collect stamps and increase the likely hood of spending in a business they may have just passed by.

Failures:

- Google Ad Words were not a success when marketing to Alaskans the cost per click was much greater than industry standard and did not yield quantifiable results.

Notes:

- Alaskan's are traveling to the Peninsula
 1. Majority of the visits are during the weekends. The weekend prior to the 4th of July a private campground in Moose Pass turned away 200 campers. State and Municipal campgrounds are being nearly over-run and we are hearing many complaints about the way Alaskan's are treating our parks. Private campgrounds revenue for June was on average at 80% of normal, some saw an increase year over year.
 2. Consumer spending is down on tours like whale watching, bear viewing and charter fishing. While we did see catch limit increases the charter launches in Ninilchik at Deep Creek are down over 50%.
 3. Because mid-week travel and thus spending is down several businesses in Cooper Landing, Sterling and Moose Pass are closing on either Tuesday or Wednesday.
 4. Visitors arriving from the Lower 48 are phoning for clarification on the State issued travel mandates. Visitors who had yet to cancel their July & August bookings who live in States where free testing was not available canceled.
- Social Media: Big changes are happening
 1. In mid-June 19 major companies pulled their ads from Facebook stating issues with the ethics and questionable rules of the platform. Since then many other advertisers have also chosen to cut their ad spending. We know that Facebook user demographics match the demographics of visitors to Alaska and are monitoring how the changes to the platform will affect the success of our advertising campaigns. There have been many algorithm changes the last 3 years with privacy updates that have required more stealth research. ROI for social media ad buys are still the best bet for instate marketing at this time.
 2. Social media has become an even larger arena for caustic communication during this stressful time, because of this and the opportunity for people to enjoy the nice weather it has been noted that social media engagement has decreased quite a bit. We are working daily to keep up on the best way to use our pages effectively.
- Statewide Trends
 1. Weekly DMOs from across the State have been meeting to discuss the challenges each area is facing and ways we can work together. Alaska Tourism Industry Association (ATIA) started a statewide campaign to entice Alaskans to enjoy Alaska.
 2. Like the Peninsula, areas on the road system are seeing huge visitor numbers on the weekends with mid-week travel minimal.
 3. Messaging about being "Covid Smart" is a top priority for all communities. While most communities are not mandating masks be worn, many businesses are requiring their customers and staff to wear them.
 4. Businesses across the Peninsula are facing staff shortages and have had to adjust operating hours and offerings due to the low workforce. In Ninilchik one owner is doing the job of what she would usually pay three people to do because she cannot pay them what they are making on unemployment.
- KPTMC Updates
 1. KPTMC Staff have been working remotely since the Governor asked Alaskans to "hunker down". Many Board members have been working from home offices and running large businesses successfully. As we look for efficiencies and ways to cut overhead expenses we have moved to a virtual office.
 2. The Board voted to reduce membership dues for 2020 and 2021 by 50% we will also not be producing a Discovery Guide.
 3. We are working with ATIA and the other Alaskan DMOs on a grant through the Federal EDA program. If awarded this grant would be split with 50% going for statewide marketing and managed by ATIA while the other 50% would be split between the area DMOs for area promotion. South Carolina and Utah have both been awarded grants through this program. We are hopeful that Alaska as a long haul destination will also be awarded and have been communicating with Senator Sullivan's office to garner Legislative support.

Grantee Certification: I certify that the above information is true and correct, and that expenditures have been made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Ms. Speakman

Date: 7.10.20

Printed Name and Title: Debbie Speakman, Executive Director



**Alaska Small Business
Development Center**

SBDC UAA BUSINESS ENTERPRISE INSTITUTE

Kenai Peninsula

Alaska Small Business Development Center

1901 Bragaw St., Ste. 199

Anchorage, AK 99508

(907) 786-7201

FY 2020

Fourth Quarter Report

April 1, 2020 through June 30, 2020

Note from the Center Director: Cliff Cochran, Kenai Peninsula Center

The Kenai Peninsula Center for the Alaska SBDC completed its fourth quarter providing record amounts of disaster assistance to small business owners facing economic hardship caused by the COVID-19 pandemic. For the first time ever, advising related to disaster assistance surpassed start-up assistance to become the most requested type of advising needed in the entire fiscal year. The Swan Lake Fire and COVID-19 pandemic have shaken peninsula businesses to their core, but the SBDC has provided relief and hope for a brighter tomorrow.

As mentioned last quarter, the Kenai Peninsula Center was awarded the 2020 SBDC Excellence and Innovation Award for Alaska, and subsequently for Region X of the SBA. This award is given by the SBA to its top SBDC center and ranked the Kenai Peninsula Center above peers in Alaska, Washington, Oregon, and Idaho. The center is currently competing with nine others in recognition for the national award. Due to a shift in focus, caused by the COVID-19 pandemic, the results are still forthcoming from the SBA.

During the fourth quarter, the SBDC continued to provide strong support for business owners across the peninsula as they navigated the COVID-19 pandemic and economic fallout. In the 224 hours spent with Kenai Peninsula business owners, 725 jobs were preserved and over \$4.3 million in disaster assistance was secured. The Kenai Peninsula Center Director also spent 34 hours meeting with government entities and lenders to ensure COVID-19 relief programs were efficiently and effectively administered. In addition to strong business advising services, the Alaska SBDC has maintained the online COVID-19 Resource Center, where business owners can find the latest updates for CARES Act programs and more. In response to the COVID-19 outbreak, the Alaska SBDC released all of its webinars for free to the general public, resulting in an all-time high in workshop attendance for the quarter. The webinars included daily briefings with the latest updates on COVID-19 relief programs for small businesses in Alaska. We were joined daily by the SBA and The Foraker Group to answer questions asked by participants live. Special guests included the state unemployment office, IRS, attorneys and accountants.

The Alaska SBDC received additional funding through the CARES Act, and decided to allocate part of it to hire a new business advisor for Homer. The Homer SBDC office has been vacant for nearly two years, with longtime regional director Bryan Zak's retirement. After conducting a wide scale recruitment, the Alaska SBDC is pleased to announce the hire of Robert Green as the new Homer Business Advisor. Robert was highly recommended by the Homer Chamber and currently runs Robert Green Financial Services, LLC, in Homer. He has a strong background in finance, something business owners across the peninsula need support in. We are excited to have Robert on our team and to bring local support back to Homer.

The Kenai Peninsula Center Director would like to thank Mayor Pierce and the Borough Assembly for retaining the same level of funding from FY20 to FY21. Over the next fiscal year, and beyond, we will continue to work tirelessly to support local business owners in their time of need.

At a Glance: Kenai Peninsula FY20 Q4 (Apr 1, 2020 - Jun 30, 2020)

Number of Clients Advised

Current Quarter: 125
 FY 2020: 236

Jobs Created by Clients

Current Quarter: 17
 FY 2020: 91

Business Starts

Current Quarter: 4
 FY 2020: 27

Capital Infusion

Current Quarter: \$4,631,308
 • SBA Loans: \$4,517,588
 • Non-SBA: \$0
 • Non-Debt Financing: \$113,720
 FY 2020: \$6,257,608

Alaska SBDC Kenai Peninsula Center Activity – Historical Comparison

	FY 2019 Q3 1/1/19 - 3/31/19	FY 2019 Q4 4/1/19 - 6/30/19	FY 2020 Q1 7/1/19 - 9/30/19	FY 2020 Q2 10/1/19- 12/31/19	FY 2020 Q3 1/1/20 - 3/31/20	FY 2020 Q4 4/1/20 - 6/30/20
New business created	6	11	5	10	8	4
Jobs created	14	21	17	35	22	17
Loans (in dollars)	\$283,500	\$1,600,000	\$125,000	\$420,000	\$665,800	\$4,517,588
Total capital (loans + equity)	\$638,050	\$1,671,710	\$125,500	\$835,000	\$665,800	\$4,631,308
New clients	32	24	20	19	35	20
Total clients	74	83	69	69	96	125
Total advising hours	312.17	202.75	300.92	344.33	278.74	288.37

COVID-19 Impact: Kenai Peninsula

Capital Infusion:

Current Quarter: \$4,346,308

Total (Mar 9 - Jun 30): \$4,346,308

Businesses Advised:

Current Quarter: 115

Total (Mar 9 - Jun 30): 132

Jobs Supported:

Current Quarter: 725

Total (Mar 9 - Jun 30): 778

Advising Hours:

Current Quarter: 224

Total (Mar 9 - Jun 30): 292

Top 5 Locations Advised:

Soldotna: 44 clients

Homer: 28 clients

Kenai: 26 clients

Seward: 21 clients

Cooper Landing: 6 clients

Top 5 Industries Advised:

Accommodation and Food Service: 30 clients

Arts and Entertainment: 16 clients

Retail: 15 clients

Healthcare and Social Assistance: 14 clients

Agriculture, Forestry, Fishing & Hunting: 10 clients

Summary

The Alaska SBDC continued its strong support for small business owners on the Kenai Peninsula facing economic hardship caused by the COVID-19 pandemic. The Kenai Peninsula Center Director continued to provide strong support to business owners, community leaders, and elected officials, both locally and in Washington. Feedback provided by the SBDC to Senator Sullivan's office resulted in modifications to the Paycheck Protection Program, which greatly benefitted seasonal Alaskan businesses dependent on tourism. The SBDC has served as the primary point of contact for local business owners looking for information to help with tough economic decisions. This included assistance resulting in \$4.3 million in capital infusion from SBA Economic Injury Disaster Loans and Paycheck Protection Program loans. In addition to strong local support, the Alaska SBDC has maintained an online COVID-19 Resource Center, which includes daily webinars featuring the latest news on small business support for COVID-19 impact in Alaska. The Alaska SBDC prides itself on leading the COVID-19 recovery effort on the Kenai Peninsula and throughout Alaska, and we will continue to work closely with business owners to ensure they get the best service in their time of need.

Clients & Advising at a Glance: Kenai Peninsula FY20 Q4 (Apr 1, 2020 - Jun 30, 2020)

125 Clients by Current Lifecycle

Pre-venture: 14 clients
Startups: 27 clients
In-business: 84 clients

Clients by Industry

Accommodation and Food Service: 30 clients
Arts and Entertainment: 15 clients
Healthcare and Social Assistance: 14 clients
Retail: 13 clients
Agriculture, Forestry, Fishing and Hunting: 9 clients
Manufacturer/Producer: 7 clients
Service: 7 clients
Transportation/Warehousing: 7 clients
Professional, Scientific and Technical: 6 clients
Construction: 4 clients
Real Estate, Rental and Leasing: 3 clients
Educational Services: 2 clients
Finance and Insurance: 2 clients
Waste Management: 2 clients
Information: 1 client
Management Companies: 1 client
Research and Development: 1 client
Wholesale Dealer: 1 client

Areas of Advising

COVID-19 Support: 224 hours
Managing a Business: 20 hours
Startup Assistance: 19 hours
Business Plan: 9 hours
Financing: 9 hours
Buy/Sell a Business: 5 hours

Summary:

Of the 125 entrepreneurs who received advising assistance during the fourth quarter of FY 2020, 14 were in the pre-venture phase, 27 were startups, and 84 were already in business. Historically, the SBDC meets with nearly equal numbers of pre-venture/startups and firms already in business, but the COVID-19 pandemic resulted in a record number of established businesses. Due to high demand for COVID-19 support, 79% of advising was directed towards that area of advising during April and May. Since accommodation and food service were the hardest hit by COVID-19 health mandates, that industry received the most business advising during the fourth quarter. During the month of June, as the state reopened, advising began to shift back to other areas.

Jobs at a Glance: Kenai Peninsula FY20 Q4 (Apr 1, 2020 - Jun 30, 2020)

New Jobs Overview

17 new jobs

8 clients

New Jobs by Industry

Accommodation and Food Service: 2 clients (7 jobs)

Healthcare and Social Assistance: 2 clients (5 jobs)

Retail: 2 clients (3 jobs)

Professional, Scientific and Technical: 2 clients (2 jobs)

Jobs Supported

733 jobs

111 clients

Summary:

During the fourth quarter of FY 2020, 8 clients reported the creation of 17 new jobs on the Kenai Peninsula. The largest number of new jobs came from the accommodation and food service industry, followed by healthcare and transportation. Most of these jobs were in the works prior to the COVID-19 pandemic, but were confirmed during the fourth quarter. The Kenai Peninsula Center surpassed its record number of jobs supported in a quarter, due to the high volume of established businesses seeking assistance from the COVID-19 Disaster. The SBDC supported all sizes of small businesses, from firms with over 150 employees to owner-operator establishments. Many of the jobs supported by the SBDC were preserved through timely guidance on the Paycheck Protection Program.

New Clients at a Glance: Kenai Peninsula FY20 Q4 (Apr 1, 2020 - Jun 30, 2020)

20 New Clients by Initial Stage

Pre-ventures: 3 clients

Startups: 1 client

In-business: 16 clients

New Clients by Industry

Agriculture, Forestry, Fishing & Hunting: 5 clients

Accommodation and Food Service: 4 clients

Construction: 2 clients

Service: 2 clients

Transportation and Warehousing: 2 clients

Arts and Entertainment: 1 client

Manufacturer or Producer: 1 client

Professional, Scientific and Technical: 1 client

Retail: 1 client

Waste Management and Remediation: 1 client

New Clients by Community

Soldotna: 9 clients
Homer: 3 clients
Kenai: 3 clients
Seward: 3 clients
Kasilof: 1 client
Nikolaevsk: 1 client

Summary:

The Alaska SBDC Kenai Peninsula Center on-boarded 20 new clients during the fourth quarter of FY 2020. Again, these were primarily business owners looking for relief from the COVID-19 pandemic. Agriculture, Forestry, Fishing & Hunting topped the list for the first time, with fishing guides expecting a tough season coming to the SBDC for support. As the pandemic wore on, other industries, such as construction, began to feel the effects of the economic shock and signed up with the SBDC for support.

New Businesses at a Glance: Kenai Peninsula FY20 Q4 (Apr 1, 2020 - Jun 30, 2020)

4 Qualifying New-Business Starts

Summary:

An enterprise is considered "in-business" when all required licensing/permitting is acquired, has payroll, acquired debt or equity capital, incurred business expenses, and/or created sales. During the fourth quarter of FY 2020, 4 clients reported the creation of business starts within the Accommodation and Food Service, Healthcare and Social Assistance, Professional, Scientific and Technical, and Retail industry sectors located in the communities of Homer and Soldotna. Owners for these businesses worked closely with the SBDC throughout 2019 and are moving forward despite the harsh economic climate caused by the COVID-19 pandemic.

Workshops

Summary:

Alaska SBDC workshops were attended by 84 Kenai Peninsula residents. These classes, offered exclusively online during the COVID-19 pandemic, covered a wide array of subjects and harnessed both in-house expertise and professional adjuncts. The significant increase in workshop attendance from previous quarters can be attributed to the daily briefings provided by the SBDC on COVID-19 relief programs. In addition to SBDC advisors, the briefings utilized subject matter experts on many topics, including representatives from the SBA Office of Disaster Assistance, the Alaska Unemployment Office, the Alaska Department of Commerce, Community, and Economic Development, as well as many more. The daily briefings were recorded and were made available on our website to viewers who could not make the live sessions. As a way to help business owners in their time of need, the SBDC released all of its webinars, including 33 on-demand workshops, to the public for free, for the first time. Viewers were able to watch LLCs in Alaska, Creating Financial Projections, and Basic Bookkeeping, among others, which typically have \$50 fees to offset their cost. The on-demand workshops are available 24/7 and are able to be accessed as many times as needed.

Salmon Sisters: Keepin' it Wild

Authenticity, habitat, and uniqueness found only in Alaska lie at the heart of Salmon Sisters' products, partnerships, and mission. By now, you've likely heard the story of sisters and fishermen, Emma and Claire, their passion for the sea, and the impact their company has on Alaska and beyond.



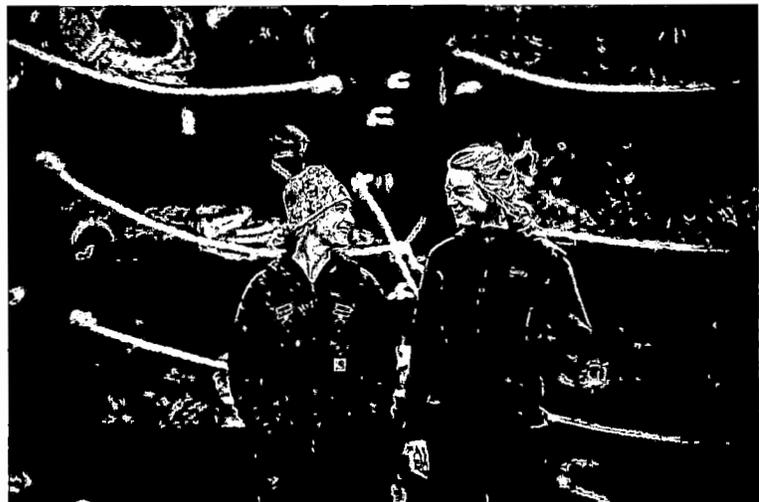
More than words

Each decision and intentional action reinforces Salmon Sisters' commitment to sustainable and ethical practices. In celebrating and sharing the wildest parts of Alaska, the company strives to connect seafood to consumers, designs, clothing, products, and community. Additionally, Salmon Sisters focuses on celebrating culture and partnering with responsible fisheries and organizations working to protect Alaska's marine ecosystems allows them to give back to the

ocean that gives so much to them while helping ensure healthy life cycles for future generations to come.

Business during a pandemic

No stranger to federal disasters having recently navigated setbacks from the 2019 Swan Lake Fire, this year presented entirely new challenges. With the wave of uncertainty, confusion, and hard decisions that came with the coronavirus pandemic, Emma and Claire leaned into what they do best: Digging in and refocusing their efforts with everything stacked against them. Finding themselves having to make difficult business decisions as unique as the work that they



do, Salmon Sisters remained focused, proactive, and motivated working with the Alaska SBDC on the details to bring their vision and decisions together.



Reflecting on their work with the Alaska SBDC they generously shared, *"We're so grateful for the guidance SBDC has offered our small business as we've navigated growth in the past few years. We've had Cliff review our financials regularly to help us see where we're meeting industry standards, where we can cut back and improve our systems for long-term success. It's reassuring to have someone outside our small team pointing out opportunities where we could still grow and improve, and encouraging us and saying 'you're doing good! Your hard work is paying off! SBDC also helped point us towards opportunities for loans that our business was eligible for and is a good sounding board for questions on financial strategy and planning decisions. We're so grateful for the SBDC team and the resources they offer to our state's small business community."*

In turn, Kenai Peninsula Center Director and Business Advisor, Cliff Cochran shared about their dedication, *"It's been a privilege to work with Emma and Claire on their truly iconic Alaskan business. Their products are fantastic and it's not every day I get to work with such a strong brand. I've been very impressed with how they've navigated through two federally-declared disasters, in less than a year, and have become even stronger throughout the process. The Salmon Sisters have become one of my favorite clients to work with and I'm ecstatic, as a fan, to have played a small part in their success."*

Keepin' it Wild

From their 2018 [Microsoft SurfacePro commercial](#) and their Salmon Sisters lines with [XTRATUF](#), [Grundens](#), and [Rep Your Water](#) to their [online store](#) and [cookbook](#), Salmon Sisters is a strong example of adaptability and tenacity rooted in hard work, creativity, and values.

Enjoy the lifestyle brand for yourself or share a taste of Alaska through good, real, and wild seafood. Visit the Salmon Sisters online store at <https://aksalmonsisters.com/> or connect on [Facebook](#) and [Instagram](#).

Senior Helpers: In Home Care for Your Loved Ones

Senior Helpers is a new option for high-quality senior care support. Owners Lance and Taryn Spindler are advocates for reliable, affordable, and customized personal care and are proud to



bring this service to the Kenai Peninsula and surrounding areas. From companionship, surgery support, personal and specialized care, to end-of-life care, Senior Helpers has a friendly and committed caregiver to assist you and your family.

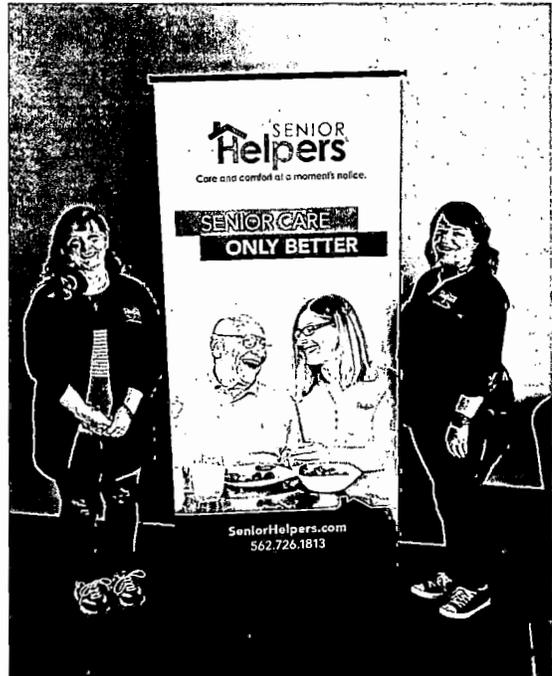
With their mission rooted in connection and ethics, the Spindlers were committed to opening Senior Helpers. About their start-up experience, Taryn explained, "Lance and I are so grateful to the Alaska SBDC for the help they gave us in

starting Senior Helpers. They provided ideas and resources for financing. Cliff support and encouragement when we had reservations. They've also made an effort to check up on us and make sure things are running smoothly and remind us that they are there to help whenever they can. It's wonderful to have the support of the Alaska SBDC."

Their Alaska SBDC Business Advisor, Cliff Cochran shared, "It's been rewarding to work with Lance and Taryn as they've brought a Senior Helpers franchise to Soldotna. It's not every day I get to work with a client whose primary purpose is to provide a much needed service to the community, before looking to make money. And now with seniors needing support due to the coronavirus outbreak, this has been the perfect addition to our community."

Especially with times changing as much as they have with the coronavirus, having dependable in-home support is more important than ever.

For more information, to schedule an in-home assessment, or to connect with Senior Helpers, visit



<https://www.seniorhelpers.com/ak/kenai-peninsula>.

KENAI PENINSULA BOROUGH
Community & Fiscal Projects

MEMORANDIUM

TO: Charlie Pierce, Mayor
FROM: Brenda Ahlberg, Community & Fiscal Projects Manager 
DATE: July 21, 2020
SUBJECT: FY20-4Q Senior Center Grant Reports

The following senior grant reports have been submitted:

- Anchor Point Senior Citizens
- Cooper Landing Senior Citizens
- Forget-Me-Not Center
- Homer Senior Center
- Kenai Senior Citizens (narrative only)
- Nikiski Senior Citizens
- Ninilchik Senior Center
- Seldovia Senior Center – 3Q Final Report
- Seward Seniors Citizens
- Sterling Area Senior Citizens

Organizations that have completed grant close out:

- Homer Friendship Center
- Kenai Senior Citizens
- Soldotna Area Senior Center



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Anchor Point Senior Citizens, Inc.
Account: 100.62110.ANCSR.43011

Award Amount: \$44,869
2019/2020 Senior Grant Program

Submit Report To:
Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report: 3rd Quarter
Start Date: April 1st, 2020
End Date: June 30th, 2020
FINAL REPORT

FINAL REPORT IS DUE BEFORE 07/10/20

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 32,789.00	\$ 27,607.72	\$ 2,454.90	\$ 30,062.62	\$ 2,726.38
Contract Services	\$ 3,451.00	\$ 6,640.34	\$ -	\$ 6,640.34	\$ (3,189.34)
Supplies	\$ 8,629.00	\$ 4,785.99	\$ 3,380.05	\$ 8,166.04	\$ 462.96
	\$ -		\$ -	\$ -	\$ -
TOTALS	\$ 44,869.00	39,034.05	\$ 5,834.95	\$ 44,869.00	\$ -

Expenditures this period to be reimbursed >>>

\$ 5,834.95

PROGRESS REPORT: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

The Anchor Point Senior Center has Bingo with concessions every Friday night APSCI hosts a community dinner every Thursday night, weekday lunch to those in need, a monthly luncheon, and a once a month all-you-can eat breakfast. Our facility has agreed to once again be a USDA agent for Seniors Farmer Market Nutrition Program in 2020 and filed NRCS compliance reports for growing in two high tunnels. Haircuts in the center are available, and the salon opened February 1st. Monday and Wednesday mornings are exercise class and vary on being inside or outside dependent on the weather.

Doors closed to public activities on the Ides of March. Most avenues of revenue are closed due to social distancing or by Governor mandate. APSCI has been on advised restricted access and has only partially reopened programs with social distancing in place. What APSCI has excelled at is providing TAKEOUT meals. Care packages and costless shopping of tens of thousands of pounds of fresh produce, fish, dairy, and bakery items have been passed out into the Anchor Point Community

We wish you well in these times and thank you for your generous support.

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with applicable grant agreement terms and conditions.

Signature: Roberta Ness Date: 07/07/2020

Printed Name and Title: ROBERTA NESS



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Cooper Landing Senior Citizens.
Account: 100.621115.00000.43011

Award Amount: \$18,665
2019/2020 Senior Grant Program

Submit Report To:
 Brenda Ahlberg, Community & Fiscal Projects
 bahlberg@kpb.us
 Kenai Peninsula Borough
 144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: April 1, 2020

End Date: June 30, 2020

FINAL REPORT IS DUE BEFORE 07/10/20

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports.	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Utilities	\$ 2,140.00	\$ 1,480.79	\$ -	\$ 1,480.79	\$ 659.21
Contract Services	\$ 11,000.00	\$ 11,432.00	\$ 4,792.05	\$ 16,224.05	\$ (5,224.05)
Supplies	\$ 2,525.00	\$ 795.16	\$ -	\$ 795.16	\$ 1,729.84
Insurance	\$ 3,000.00	\$ 165.00	\$ -	\$ 165.00	\$ 2,835.00
TOTALS	\$ 18,665.00	13,872.95	\$ 4,792.05	\$ 18,665.00	\$ -

Expenditures this period to be reimbursed >>>

\$ 4,792.05

PROGRESS REPORT: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

CLSCCI continues to hold monthly board meetings via Telecom because of the COVID-19 pandemic.

During the April meeting, Shirley Wilmoth moved to accept the Endowment Board's six grant funding proposals provided by a spreadsheet and presented and explained by Glen Parker with two caveats: 1. Each grant to be overseen (bird dogged) by an Endowment Board member, and 2. Grant funds to be paid incrementally as the project work is being done. The Endowment Fund grant awards went to: Cooper Landing Emergency Services Stryker power stretcher-\$9500, Cooper Landing Gun Club's site preparation for the club building-\$1500, Cooper Landing Community Club's improvements to the softball field and kitchen upgrades-\$8000, Cooper Landing Senior Citizen Corp. Inc's Community Garden upgrades-\$2420, and CLSCCI's website-\$1500.

A comprehensive report from Geoff Coble (Coble Geophysical Services) was received in April requesting CLSCCI Board comments which were summarized and included with the letter sent April 15 by CLSCCI President to Rueben Johnson (FHWA) and Cristina Huber (ADOT) regarding the slope repair below Ravens View. CLSCCI proposed a trade of easement for perimeter drain construction to support the stability of the hillside. ADOT and CLSCCI have not yet reached an agreement.

Volunteers from Kenai Lake Baptist Church and Cooper Landing Emergency Services gathered in June to replace and repair raised beds in the Community Garden near Ravens View. CLSCCI Board member Glen Maupin cooked chicken and dumplings for the entire crew which the crew enjoyed very much!

A Ravens View resident moved to her son's home in Anchorage in June and new residents were found almost immediately to move in on July 1.

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Mona Painter
 MENA PAINTER

7-9-2020
 CLSCCI BOARD SECRETARY 10/3



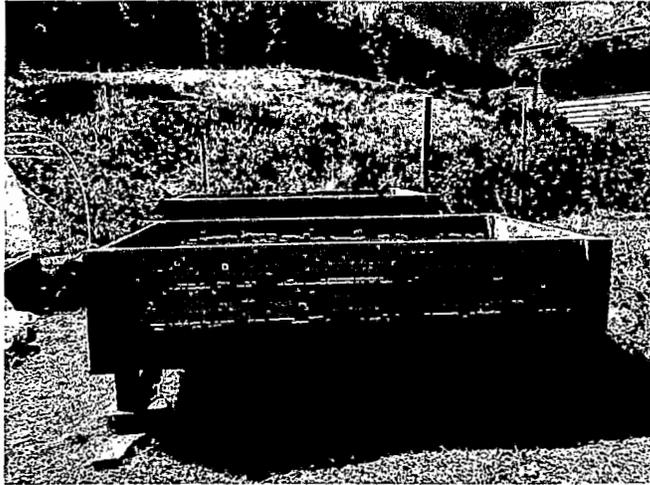
CLSOCI group to
Soidotna Heritage
Place to see
Gretchen 6-9-20



Community Garden workers
6-11-20



Adopt-A-Highway
Crew 5-20-20



Community Garden
Raised Bed

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Mona Painter Date: July 9, 2020

Printed Name and Title: MONA PAINTER CLSCEI BOARD SECRETARY



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Frontier Community Services
Account: 100.62195.FTNCO.43011

Award Amount: \$33,045
2019/2020 Senior Grant Program

Submit Report To:
 Brenda Ahlberg, Community & Fiscal Projects
 bahlberg@kpb.us
 Kenai Peninsula Borough
 144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: 04/01/2020

End Date: 06/30/2020

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Transportation	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -
Senior Events	\$ 3,000.00	\$ 2,321.98	\$ 678.02	\$ 3,000.00	\$ -
Program Supplies	\$ 6,545.00	\$ 4,826.85	\$ 1,718.15	\$ 6,545.00	\$ -
FMN Program Assista	\$ 22,000.00	\$ 16,444.00	\$ 5,556.00	\$ 22,000.00	\$ -
TOTALS	\$ 33,045.00	25,092.83	\$ 7,952.17	\$ 33,045.00	\$ -

Expenditures this period to be reimbursed >>>

\$ 7,952.17

: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Forget-Me-Not (FMN) Adult Day Center Final Narrative, FY20

FCS temporarily closed its adult day program on March 17, 2020 following the State of Alaska's Health Mandate 007. The Mandate suspended all services provided in congregate settings. During the closure, the Forget-Me-Not (FMN) program took the opportunity to do deep cleaning and updating to the program facilities. Staff used the opportunity to order craft supplies and create craft kits in anticipation of when participants would return. Program personnel delivered care packages that included craft supplies, snacks, and personalized personal protective equipment (PPE) to the individual participants. The Program Manager and other agency personnel kept in contact with participants, their families, and /or assisted living homes during the closure. The Program Manager also took the opportunity to provide program staff with trainings related to dementia, stroke, stress, Parkinson's disease, and other relevant topics regarding the elder population. In anticipation of the re-opening of the FMN program additional PPE has been ordered, new protocols involving sanitation due to the COVID-19 virus, and social distancing are being put into place. Both recipients and program personnel are eagerly anticipating when services can resume safely.

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Amanda Faulkner Date: 07/08/2020

Printed Name and Title: Amanda Faulkner, Executive Director



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Homer Senior Citizens, Inc.
Account: 100.62120.HOMSR.43011

Award Amount: \$132,668
2019/2020 Senior Grant Program

Submit Report To:
Brenda Ahlberg, Community & Fiscal Projects
bahlberg@kpb.us
Kenai Peninsula Borough
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report: 4
Start Date: 04/01/2020
End Date: 06/30/2020

FINAL REPORT IS DUE BEFORE 07/10/20

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 48,800.00	\$ 36,877.11	\$ 11,922.89	\$ 48,800.00	\$ -
Supplies	\$ 83,868.00	\$ 66,939.85	\$ 16,928.15	\$ 83,868.00	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 132,668.00	103,816.96	\$ 28,851.04	\$ 132,668.00	\$ -

Expenditures this period to be reimbursed >>>

\$ 28,851.04

PROGRESS REPORT: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Provided wages for Food Services Department. Meals were served to the senior population, Adult Day Services, and Meals on Wheels program. We serve quality meals that are home cooked and do not use packaged materials.

Effective March 18th, in order to observe Social Distancing, we closed our dining room to the Congregate Meal program and made it Pick-Up Only. Participants call into the office in the morning and come pick their meal up at lunchtime. Our employees are masked and gloved when the meals are delivered to the participants. We continue to observe this policy and will do so until the likelihood of contracting the virus has diminished.

We served 349 meals in our Congregate Meal program, which includes community members that come to PickUp a daily lunch instead of eating in the dining room. We served 4,740 Home Delivered Meals, which includes the Meals on Wheels program, those who live in our Assisted Living Facility and 935 served due to COVID-19. Together we were able to serve 6,024 meals for the quarter. Thank you for helping us make this possible.

We are updating our Adult Days Services program and the Activities program by implementing more technology to offer seniors more of a variety of cognitive exercises while observing social distancing. Several computer stations will be set up for the seniors use and the HSC Smartboard will be utilized for other group activities. Our program will still offer outings into the community, games, and arts & crafts but reworked to observe social distancing while still taking care of their individual and social needs. Snacks will be provided on the outings and during the day while at the program.

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Keren Kelley Date: 7/15/2020

Printed Name and Title: Keren Kelley, Executive Director

Homer Senior Citizens, Inc.
 Earnings History
 From 4/1/2020 Through 6/30/2020

Homer Senior Citizens, Inc.

NTS	4/30/2020	\$	5,545.08	Sysco
NTS	5/31/2020	\$	6,004.43	Sysco
NTS	6/30/2020	\$	5,378.64	Sysco
			<u>16,928.15</u>	Total Expenses

Payroll				
	4/10/2020	\$	3,769.25	
	4/24/2020	\$	4,350.00	
	5/8/2020	\$	3,803.64	
			<u>11,922.89</u>	Total Payroll

\$ 28,851.04 TOTAL REIMBURSEMENT REQUESTED

Agency Summary Report

Service Period: From 4/1/2020 to 4/30/2020

7/15/2020

- HSC - Monthly Agency Summary

April 2020

	* Consumers/ Consumer Groups	Units
Agency: SDS Grants		
Service: HCB Adult Day Services		
Subservice: (No Subservice)		
Subtotal for Subservice:	13 / 0	512.00
Subtotal for Service:	13 / 0	512.00
Service: MW Adult Day Services		
Subservice: MW ADS ADRD 60+		
Subtotal for Subservice:	4 / 0	186.00
Subservice: MW ADS Frail Elderly 60+		
Subtotal for Subservice:	2 / 0	72.50
Subservice: MW ADS Mentally Ill 60+		
Subtotal for Subservice:	1 / 0	38.00
Subtotal for Service:	7 / 0	296.50
Service: MW Home Delivered Meals		
Subservice: (No Subservice)		
Subtotal for Subservice:	3 / 0	69.00
Subtotal for Service:	3 / 0	69.00
Service: NTS Congregate Meals		
Subservice: (No Subservice)		
Subtotal for Subservice:	6 / 0	126.00
Subtotal for Service:	6 / 0	126.00
Service: NTS Home Delivered Meals		
Subservice: COVID Home Delivered Meals		
Subtotal for Subservice:	25 / 0	231.00
Subservice: HD MEALS COMMUNITY		
Subtotal for Subservice:	20 / 0	401.00
Subservice: HDM AL/RF		
Subtotal for Subservice:	31 / 0	897.00
Subtotal for Service:	76 / 0	1,529.00
Service: Other ADS/Health		
Subservice: Other ADS ADRD 60+		
Subtotal for Subservice:	5 / 0	192.50
Subservice: Other ADS Frail/Elderly 60+		
Subtotal for Subservice:	1 / 0	41.50
Subservice: Other ADS Mentally Ill 60+		
Subtotal for Subservice:	1 / 0	43.50
Subtotal for Service:	7 / 0	277.50
Service: Other Employee Meals		
Subservice: (No Subservice)		
Subtotal for Subservice:	6 / 0	130.00
Subtotal for Service:	6 / 0	130.00
Total For Agency:	85 / 0	2,940.00
Grand Total:	85 / 0	2,940.00

* Consumer counts are distinct over group totals. Grand Total represents the distinct count of consumers served.

Agency Summary Report

Service Period: From 5/1/2020 to 5/31/2020

7/15/2020

- HSC - Monthly Agency Summary

May 2020

	* Consumers/ Consumer Groups	Units
Agency: SDS Grants		
Service: HCB Adult Day Services		
Subservice: (No Subservice)		
Subtotal for Subservice:	9 / 0	71.75
Subtotal for Service:	9 / 0	71.75
Service: MW Adult Day Services		
Subservice: MW ADS ADRD 60+		
Subtotal for Subservice:	1 / 0	52.50
Subservice: MW ADS Frail Elderly 60+		
Subtotal for Subservice:	2 / 0	4.00
Subtotal for Service:	3 / 0	56.50
Service: MW Home Delivered Meals		
Subservice: (No Subservice)		
Subtotal for Subservice:	3 / 0	71.00
Subtotal for Service:	3 / 0	71.00
Service: NTS Congregate Meals		
Subservice: (No Subservice)		
Subtotal for Subservice:	6 / 0	119.00
Subservice: CM AL/RF		
Subtotal for Subservice:	31 / 0	921.00 ✓
Subtotal for Service:	37 / 0	1,040.00 Ⓢ
Service: NTS Home Delivered Meals		
Subservice: COVID Home Delivered Meals		
Subtotal for Subservice:	41 / 0	545.00
Subservice: HD MEALS COMMUNITY		
Subtotal for Subservice:	20 / 0	386.00
Subtotal for Service:	42 / 0	931.00 ✓Ⓢ
Service: Other ADS/Health		
Subservice: Other ADS ADRD 60+		
Subtotal for Subservice:	6 / 0	15.25
Subtotal for Service:	6 / 0	15.25
Service: Other Employee Meals		
Subservice: (No Subservice)		
Subtotal for Subservice:	6 / 0	121.00
Subtotal for Service:	6 / 0	121.00
Service: Other Volunteer Services		
Subservice: (No Subservice)		
Subtotal for Subservice:	7 / 0	7.00
Subtotal for Service:	7 / 0	7.00
Total For Agency:	86 / 0	2,313.50
Grand Total:	86 / 0	2,313.50

* Consumer counts are distinct over group totals. Grand Total represents the distinct count of consumers served.

Agency Summary Report

Service Period: From 6/1/2020 to 6/30/2020

7/15/2020

- HSC - Monthly Agency Summary

June 2020

	* Consumers/ Consumer Groups	Units
Agency: SDS Grants		
Service: HCB Adult Day Services		
Subservice: (No Subservice)		
Subtotal for Subservice:	1 / 0	20.00
Subtotal for Service:	1 / 0	20.00
Service: MW Adult Day Services		
Subservice: MW ADS ADRD 60+		
Subtotal for Subservice:	1 / 0	20.00
Subtotal for Service:	1 / 0	20.00
Service: MW Home Delivered Meals		
Subservice: (No Subservice)		
Subtotal for Subservice:	3 / 0	67.00
Subtotal for Service:	3 / 0	67.00
Service: NTS Congregate Meals		
Subservice: (No Subservice)		
Subtotal for Subservice:	5 / 0	104.00
Subservice: CM AL/RF		
Subtotal for Subservice:	30 / 0	860.00 ✓
Subtotal for Service:	35 / 0	964.00 ✓
Service: NTS Home Delivered Meals		
Subservice: COVID Home Delivered Meals		
Subtotal for Subservice:	17 / 0	159.00
Subservice: HD MEALS COMMUNITY		
Subtotal for Subservice:	16 / 0	340.00
Subtotal for Service:	33 / 0	499.00 ✓
Service: Other Employee Meals		
Subservice: (No Subservice)		
Subtotal for Subservice:	7 / 0	132.00
Subtotal for Service:	7 / 0	132.00
Total For Agency:	73 / 0	1,702.00
Grand Total:	73 / 0	1,702.00

* Consumer counts are distinct over group totals. Grand Total represents the distinct count of consumers served.



KENAI PENINSULA BOROUGH
 144 North Binkley Street • Soldotna, Alaska 99669-7599
 PHONE: (907) 714-2153 • FAX: (907) 714-2377
 EMAIL: bahlberg@kpb.us

FROM: City of Kenai dba Kenai Senior Services
KPB ACCOUNT: 100.62130.KENSR.43011

Award Amount: \$126,207
Ending: 30 June 2020

Financial / Progress Report

Submit Report To:	Project Name: FY20 Senior Grant Program
Brenda Ahlberg	Date: 07/06/2020
Community & Fiscal Projects Manager	Report No.: 4
Kenai Peninsula Borough	Quarter From: 04/01/2020
144-N. Binkley St., Soldotna, AK 99669.	To: 06/30/2020

FINANCIAL REPORT: FINAL REPORT DUE ON OR BEFORE 10 JULY 2020

Cost Category	Authorized Budget	Expenditures from Last Report	Expenditures This Period	Total Expenditures to Date	Balance of Funds
Personnel	\$ 72,032	72,032.00		72,032.00	\$ -
Contractual	\$ 22,004	22,004.00		22,004.00	\$ -
Supplies	\$ 32,171	32,171.00		32,171.00	\$ -
					\$ -
TOTALS	\$ 126,207.00	126,207.00	\$ -	\$ 126,207.00	\$ -
Payment Request					\$ -

PROGRESS REPORT: Reference attachment D to ensure eligible cost compliance. Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

See Attached.

Grantee Certification: I certify that the above information is true and correct, and that expenditures have been made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: _____ Date: 7/6/20

Printed Name and Title: Christine Cunningham, Acting City Manager

Kenai Senior Services
Borough Quarterly Progress Report
4th Quarter Ending June 30, 2020

It would be safe to say this last quarter has been unlike anything our staff and seniors have ever experienced. To see the majority of our center quiet, without the people and personalities who bring it to life, holds a certain sadness. We stand ready and waiting, wanting to see those faces and welcome them back when the timing is right.

Our Facebook page has become a popular way to communicate, especially now during this pandemic. We post our monthly newsletter, daily reminders, menu changes, interesting stories, and up-to-date scams or COVID-19 information. Just a few dollars each month will boost the information out all over our local area. One of the flyers we created and boosted throughout this pandemic was a reminder that our local area senior centers were continuing to deliver home meals and provided the names and phone numbers of each center. The post has now reached 4,616 people on Facebook! The response from folks around the area was overwhelmingly positive as they would refer their elderly neighbors or knew someone who wasn't able to get out and shop for food. It puts a fresh reminder to the community of the basic services senior centers are able to provide, especially in a crisis time.

During this last quarter, the Director (via Zoom) attended six City Department Head meetings, one Council on Aging meeting, and eight Senior Center Staff meetings.

The Director and/or the Administrative Assistant participated in the following trainings or teleconferences throughout this quarter:

- SDS Information Sharing
- AGENET
- SDS COVID-19
- Alaska Diabetes Coalition
- Community Conversation: Leadership in the time of COVID-19
- NTS TITLE III Teleconferences
- Supporting Family Caregivers of Older Adults through Times of Stress
- National Developments in Addressing Older Adult Malnutrition
- SFMNP Farmer's Market Coupon
- Fundraising in a Crisis
- Enhancing Partnerships to Address the Social Determinates of Health
- SDS Webinar to discuss proposed SOA guidelines for reopening Senior Centers

Though our doors have been closed to the public since mid-March, staff at the Kenai Senior Center have remained busy and diligent preparing home delivered meals, pick-up meals, shelf-stable meals, answering phone questions, delivering groceries and prescriptions and making telecare calls. The outreach to our seniors continues, it just has taken on a new look. We

continue to try and provide new information as it becomes available and be their trusted resource.

Drive up meals began which was a wonderful new concept for individuals who want to remain independent. Through social media and local news, we were able to get the word out for home delivered meals. These have increased rapidly during this time and continue to do so. Folks were calling in referring us to their neighbors who they had been helping or family members from out of state would call about their loved ones.

In addition, the staff have been working on various internal projects including:

- Consolidating, cleaning, and re-organizing closets and storage spaces.
- Deep cleaning of the kitchen and dining room.
- Winter yard cleanup.
- Preparation of 100 shelf stable food bags.
- Document Retention Schedule shredding preparation.
- Organization and preparation for internal capital projects.
- Researching and writing grant opportunities.
- COVID-19 online information training.
- Draft Volunteer Handbook.
- Shelf Stable food boxes for senior pick up and home delivery.
- Reopening phases research and development.
- Finalizing FY20 Grant Reports
- COVID-19 frozen home meals.

During April – June, we served 8,037 home delivered meals, 568 pick-up meals, and 65 different shopping assistances. This is usually the time of year where we see our “snowbirds” return, begin our summer Mystery Tours, celebrate our Volunteers, and enjoy picnics and outdoors activities. It has been a difficult time for our seniors as we hear on a daily basis. While some have family who live close, there are many who depend on either a senior center or a church to provide their socialization. Our challenge has been to find ways to connect with our clients and give them opportunities for socialization in spite of the current pandemic.

Home meals has been a wonderful outlet to set the stage for not only meals, but also a day-to-day assessment of how this crisis is affecting our clients. Mental illness is prevalent among all age groups, but we see it often with seniors. While our summers are beautiful beyond description, we know the winters are dark and long, and can often fuel their struggle.

One of our long-term clients, “Teresa”, has struggled with depression and mental illness for many years. After losing her husband, she slowly drifted back into isolation and became increasingly distant. The COVID-19 Crisis brought out new threats to her peace of mind and after numerous trips to the ER throughout the last couple of months, we were able to connect with

her again and she started to let us bring her an occasional meal. One meal per week grew to seven and now we hear from her almost daily. Her ER visits stopped and the deliver of her meal gives her something to look forward to and also realize someone is looking out for her. Her fear and insecurity of dying alone has been diminished and it's been wonderful to see her come back to life. She recently sent a note with the following:

"To the Center Staff – and all employees who have treated me so gently, kindly and with such warm hearts. I thank you ALL from the bottom of my heart. The meals are the best this side of the Canadian border. I have missed you all so much and now my heart skips a beat more than once for being rude and staying away from the best senior center....I am excited and look forward to the day when the Senior Center will be open for all to partake...I'm sure glad my Bi-Polar is back on track and feel alive and aware once again. Again, thanks to all you have managed so very well to provide meals on wheels, the monthly Centerline, and always make others like me feel special....I do appreciate all the good you do not only for me, but all of the seniors. Sincerely, Teresa"

COVID-19 definitely did affect our daily operations and business as usual will become something of the past. Initially we didn't know when or to what extent the pandemic would hit our area, so we began to immediately prepare frozen meals in addition to our daily deliveries. We ordered prepared frozen meals to prepare for any upcoming complete closures. As we have been shut down to the public since March, essential personnel have been the only ones working. Due to the age of our volunteers, we have only been able to utilize employees.

While our staff was familiar with daily cleaning, the extensive cleaning, mask and glove wearing, and social distancing has taken on many new levels. We implemented cleaning schedules and put restrictions in place for delivery drivers and maintenance personnel. One of the biggest issues has been locating cleaning supplies. As we are not a medical facility, our access to these products has been extremely limited. We have been able to problem solve with local vendors as well as making our own sanitizing supplies. Our quilting group made several hundred masks to pass out to seniors and staff. Purchasing cleaning supplies, home meal containers, frozen meals, and kitchen supplies has taken on a whole new meaning when it comes to ordering.

Our kitchen remains busy cooking meals for the noon-day delivery throughout the morning and then making frozen dinners during the afternoon hours. Phone calls remain constant throughout each day with new individuals asking about meal delivery. The seniors who were receiving congregate meals were able to be served via home meal delivery. We also increased the meal deliveries to accommodate for the weekends and some evening meals for individuals with the greatest need. We purchased items for shelf stable meals and created our own bags servicing all of our clients with items that could be utilized in the event we were to close completely down.

We can provide food security, warm meals, grocery and prescription pickups, information, telephone assistance and reassurance, but we cannot provide safe socialization at this time. While we are still unsure as to when our facility will be open, we remain dedicated to our mission.



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Nikiski Senior Center
Account: 280.63190

Award Amount: \$52,981
2019/2020 Senior Grant Program

Submit Report To:
 Brenda Ahlberg, Community & Fiscal Projects
 bahlberg@kpb.us
 Kenai Peninsula Borough
 144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:

Start Date: April 1, 2020

End Date: June 30, 2020

FINAL REPORT IS DUE BEFORE 07/10/20

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Personnel	\$ 52,981.00	\$ 39,736.00	\$ 13,245.00	\$ 52,981.00	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 52,981.00	39,736.00	\$ 13,245.00	\$ 52,981.00	\$ -

Expenditures this period to be reimbursed >>>

\$ 13,245.00

PROGRESS REPORT: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

This grant is to help defray administrative costs for the Nikiski Senior Center. The grant covers the Finance Officer amount at \$9,300.00 and Executive Director at \$3,945 for this quarter.

We are still conducting "Wellness" calls to senior center members in the community. We closed our dining hall until further notice. We continue to serve "Meals on Wheels" and "Takeout" lunches. Our takeout lunches are at a reduced rate, but cost of food continues to rise. We are serving food from our "Food Pantry" for those seniors in need.

Our front doors remain locked due to the pandemic. Staff members package meals or food pantry items for distribution at the front door.

We were unable to hold our Spring Fundraiser. Some events, held at the senior center building for income, have been cancelled because of COVID-19.

Thank you, Sue Tauriainen, Finance Officer

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Pamela Knudsen Date: July 8, 2020

Printed Name and Title: Pamela Knudsen, Executive Director



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Ninilchik Senior Citizens
Account: 100.62140.NINSR.43011

Award Amount: \$26,491
2019/2020 Senior Grant Program

Submit Report To:
 Brenda Ahlberg, Community & Fiscal Projects
 bahlberg@kpb.us
 Kenai Peninsula Borough
 144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:
Start Date: April 1, 2020
End Date: June 30, 2020

FINAL REPORT IS DUE BEFORE 07/10/20

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 26,491.00	\$ -	\$ -	\$ 26,491.00	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 26,491.00	\$ -	\$ -	\$ 26,491.00	\$ -

Expenditures this period to be reimbursed >>> \$ -

PROGRESS REPORT: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

FY20 4th quarter – one to remember for sure. This quarter followed suit with the last part of the 3rd quarter – COVID virus is still on the loose. We have continued to be closed to congregate meals due to the virus. Our meal counts have been holding steady for most of the quarter although we were down 200 meals in May of 2020 when compared with May of 2019, mainly due to people being delayed from coming back from the lower 48 and of course many people are just staying home due to the virus. June's numbers bounced back and were actually stronger than 2019 as almost everyone has returned from down south and no one is really travelling outside these days. We restarted our services of taking people to town for doctor appts and shopping in May as well as resumed our homemaker services. From our perspective, it seems that most of our snowbirds have returned to the area despite the virus – they just want to be in Alaska! We will continue supporting our community during this pandemic as much as we can. We have not yet decided when we will resume our congregate meal service but at this time, we are still closed to in-person seating in the dining room.

On a more positive note, the community of Ninilchik has a grocery store once again! 3 Bears opened up a grocery store where the old General Store used to be – what a welcome addition to the community! We're looking forward to a positive FY21!

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Julie Otto Date: 7/13/2020
 Printed Name and Title: Julie Otto Executive Director



KENAI PENINSULA BOROUGH
 144 North Binkley Street • Soldotna, Alaska 99669-7599
 PHONE: (907) 714-2153 • FAX: (907) 714-2377
 EMAIL: bahlberg@borough.kenai.ak.us

FROM: City of Seldovia dba Seldovia Senior Center
KPB ACCOUNT: 100.62160.SELSR.43011

Award Amount: \$10,770
Ending: June 30, 2020

Financial / Progress Report

Submit Report To: Brenda Ahlberg
 Community & Fiscal Projects Manager
 Kenai Peninsula Borough
 144 N. Binkley St., Soldotna, AK 99669

Project Name: FY20 Senior Grant Program
Date: May 1, 2020
Report No.: 3
Quarter From: January 1, 2020
To: March 31, 2020

FINANCIAL REPORT: FINAL REPORT DUE ON OR BEFORE JUNE 30, 2020.

Cost Category	Authorized Budget	Expenditures from Last Report	Expenditures This Period	Total Expenditures to Date	Balance of Funds
Supplies	\$ 10,770.00	8,086.00	2,684.00	10,770.00	\$ -
Equipment		-	-	-	\$ -
		-	-	-	\$ -
TOTALS	\$ 10,770.00	8,086.00	\$ 2,684.00	\$ 10,770.00	\$ -

Payment Request

PROGRESS REPORT: Reference attachment D to ensure eligible cost compliance. Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

We continually try to provide quality, hearty meals to our attendees. With COVID19 affecting many aspects of our operations, we were able to make adjustments to the program by modifying the program to provide TO GO Drive Thru Service three days per week for the senior meals program. We want to make sure that although congregating is not an option right now, our seniors will continue to receive consistent, healthy meals during this time. During this quarter, we also endured a staffing change, and Jackie Taylor is no longer with the City of Seldovia's team. We have hired a new finance officer and she will begin towards the end of May. We have been trying to keep up with the gap in coverage, hence the delay in this report. We look forward to having the new employee onboard and will introduce her upon her arrival.

Grantee Certification: I certify that the above information is true and correct, and that expenditures have been made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Cassidi Cameron Date: May 11, 2020
 Printed Name and Title: Cassidi Cameron



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Seward Senior Citizens, Inc.
Account: 100.62160.SELSR.43011

Award Amount: \$47,238
2019/2020 Senior Grant Program

Submit Report To:
 Brenda Ahlberg, Community & Fiscal Projects
 bahlberg@kpb.us
 Kenai Peninsula Borough
 144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:
Start Date: April 1st, 2020 (4th Qrt Report)
End Date: June 30th, 2020

FINAL REPORT IS DUE BEFORE 07/10/20

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Personnel	\$ 47,238.00	\$ 35,428.50	\$ 11,809.50	\$ 47,238.00	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 47,238.00	35,428.50	\$ 11,809.50	\$ 47,238.00	\$ -

Expenditures this period to be reimbursed >>>

\$ 11,809.50

PROGRESS REPORT: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

As of March 13th, the center has been closed to the public, due to COVID19 pandemic. At that time, we adjusted services to support our mission and the integrity of our aging community by providing emergency home delivered meals, between here and Moose Pass.

The center served more than 104 different seniors, an estimated total of 7000 hot, nutritious meals to the senior community, to support self-isolation and self-distancing, as they faced a threat of loss of health or possible loss of life, due to this deadly virus.

Senior survey's reflected on the inclusiveness they felt in their community, while being forced into seclusion, by receiving hot meals and warm smiling eyes (mouth and nose behind a facemask) from daily volunteer drivers. Surveys brought to light that healthy, whole foods were encouraging seniors to eat a better balanced diet and with the improvement of weather, getting outside more frequently improved the outlook on life.

Starting June 1st, the center began supporting outdoor fitness opportunities in the community; walking with poles, offered twice a day and Tai Chi for Health in the park, five days a week, in partnership with the State of Alaska, Department of Health and Social Services.

The June up tick in the virus also provided the necessary information to continue the course of action, as we witness 2% of our population testing positive for the virus, a threat that comes with summer tourism and events, seasonal workers, and the increase in human impact on all public places in Seward.

In partnership with AARP and Medicare, we have sent out with meals: hand sanitizers; lip balm; informational pamphlets; jar openers; refrigerator magnets. Seward Arts Council funded a set of mandala coloring books and colored pens to provide art opportunities for clients. In alignment with the Seward Prevention Coalition, we were able to provide free shopping vouchers for seniors during the months of April, May and June and will continue throughout this year.

Now we prepare to re-open the center this fall, as allowed by the State of Alaska and the current community situation in regards to COVID19. Changes in how we do business is threatening our bottom line, as to provide safe, self-distancing and healthy senior programs, that support and encourage independence for seniors.

title and page number insert

The center transportation program will require a new vehicle that can allow for more than four people to ride at a time, due to allowed safe space and to fulfill a greater community need, as we have witness more and more seniors reliant on community services to age in place.

The center has been fortunately enough to partner with AVTEC culinary program, to access freezer space for the increase in food inventory due to increasing our meal out put by 55% in less than 30 days. Food costs have tripled, we were able to hire a part time dishwasher with emergency funds from the Seward Community Foundation and are heavily reliant on volunteers in food packaging and delivery. Seward residents have been amazing partners in senior service's and we couldn't have pulled this off without their support.

We are thankful for all our supporters during the fy20 4th quarter:

Kenai Peninsula Borough
City of Seward
Seward Community Foundation
AVTEC
Seward Arts Council
State of Alaska
Hertz of Seward
Rotary Club of Seward
Seward Community Health Center
Sew and Bee Cozy Fabric Store (face coverings)
AKCANDO
Seward Prevention Coalition
American Legion, Post 5
Volunteer Drivers and Food Packers
And a resilient group of amazing staff members at the Seward Senior Center.

Grantee Certification: *I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.*

Signature: *Dana Paperman* Date: 7-14-2020
Printed Name and Title: DANA PAPERMAN



Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Sterling Area Senior Citizens
 Account: 100.62180.STESR.43011

Award Amount: \$60,376
 2019/2020 Senior Grant Program

Submit Report To:
 Brenda Ahlberg, Community & Fiscal Projects
 bahlberg@kpb.us
 Kenai Peninsula Borough
 144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:
 Start Date: 04/01/2020
 End Date: 06/30/2020

FINAL REPORT IS DUE BEFORE 07/10/20

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 43,000.00	\$ 32,749.98	\$ 10,250.02	\$ 43,000.00	\$ -
Contractual Services	\$ 15,000.00	\$ 10,451.67	\$ 4,548.33	\$ 15,000.00	\$ -
Supplies	\$ 2,376.00	\$ 2,376.00	\$ -	\$ 2,376.00	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 60,376.00	45,577.65	\$ 14,798.35	\$ 60,376.00	\$ -
Expenditures this period to be reimbursed >>>					\$ 14,798.35

PROGRESS REPORT: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

We had normal operations up until the middle of March. During the months of January and February and the first part of March, we had our congregate meals. Friends and community members came to the Center and enjoyed our activities. We hosted four Saturday breakfast fundraisers, enjoyed by many people of the community.

We had our Card night/ pot luck, Zumba, chair exercises, wood carving, Spanish classes and movie nights. We also offered our assistance and services with computer use, internet access, notary services, fax, copies, caregiver support, medical equipment lending and assistance with Medicare and Medicaid.

We also provide our vital program of meals on wheels.

We were planning our activities and Fundraisers for the upcoming summer, when the Coronavirus struck. We have been shut down to all congregate meals and all inside activities since the middle of March. Our meals on wheels deliveries have more than doubled and we are sending out 32 to 38 meals weekly. We have remained in contact with many of our seniors and the community and provided much information to them on the virus regarding how they maintain safety, health, cleanliness, well-being and what to do if they should fall ill. We are here to help the community in any way we can.

We received a PPP and EIDL grant covering May – July therefore expenses included in this report are April Only. This is our final report.

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: *Jacque Turpin* Date: 07/01/2020

Printed Name and Title: Jacque Turpin, Treasurer, Board of Directors

Sterling Area Senior Citizens, Inc.

CONTRACT SERVICES APRIL 2020

April 2020

	TOTAL
Income	-
Total Income	
GROSS PROFIT	\$0.00
Expenses	
6000 Contract Services	
6000-10 Other	110.00
6000-11 Building Security	75.00
6000-6 Septic Pumping	375.00
Total 6000 Contract Services	560.00
6004 Office Expense	
6004-2 Dues & Subscriptions	392.09
Total 6004 Office Expense	392.09
6010 Professional Fee's	
6010-6 Service Fee's	229.12
Total 6010 Professional Fee's	229.12
6013 Utilities	
6013-1 Alaska Waste SASC	133.03
6013-3 Electric	1,780.19
6013-4 Gas	649.56
6013-5 Telephone, Telecommunications	623.45
Total 6013 Utilities	3,186.23
Total Expenses	\$4,367.44
NET OPERATING INCOME	\$ -4,367.44
NET INCOME	\$ -4,367.44

Kenai Peninsula College

UNIVERSITY *of* ALASKA ANCHORAGE

**Kenai Peninsula College
FY20 Program Narrative Report
Postsecondary Education Funding**

July 1, 2019 – June 30, 2020

KPB Acct No.: 242.78090. KPCC.43023

OVERVIEW

July 17, 1990 the voters of the Kenai Peninsula Borough approved ordinance 90-47. This ordinance approved funding for Kenai Peninsula College as part of the Alaska university system to support post-secondary programs and operations within the boundaries of the borough. The funding is subject to annual appropriation and authorization by the assembly. The total amount of funding may not exceed the amount which would be generated by an area wide tax levy of 0.1 mills of assessed property values.

Funding for FY20 was approved in the amount of \$847,186. This amount was amended on May 13, 2020 based upon the verified assessed values. The amendment decreased the award amount as cited in the FY20 KPB agreement 242.78090.KPCC.43023 by \$4,223 for a total of \$842,963.

Funds were fully expended as per the grant agreement. The following is a narrative report of the activities and services Kenai Peninsula College performed. The focus of the work performed is direct support of students to ensure success in achieving their academic goals.

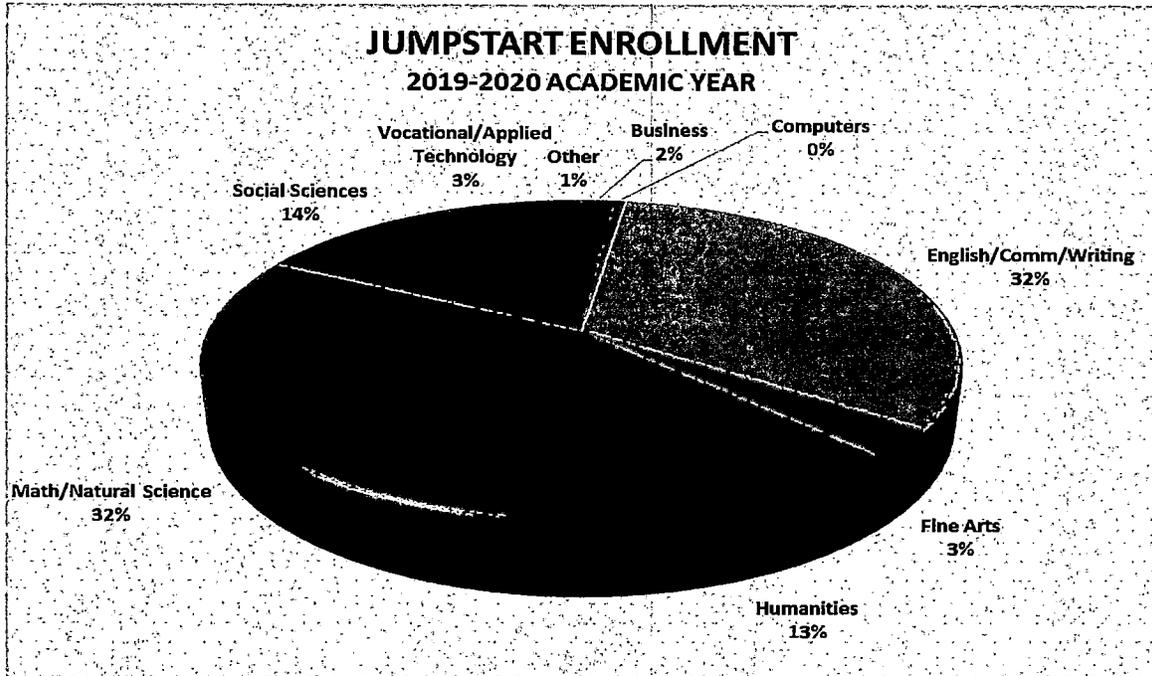
CORONAVIRUS

Kenai Peninsula College closed its campuses to students, faculty and much of its staff in March. Students did not return from the scheduled spring break. After an additional two-week hiatus, classes began again offered exclusively on-line. The overall smooth yet very challenging change in delivery was a success. This is a direct reflection of the dedication and commitment of faculty and staff to our students. Students were able to graduate as planned through a virtual commencement that celebrated their achievements as well as becoming a member of the 50th graduating class from KPC. Summer semester started on time and has been entirely online. A few labs were conducted on campus this summer for classes in the medical and para-medical fields.

TUITION WAIVERS / JUMPSTART

Kenai Peninsula Borough funding provides a partial waiver for up to six credits/semester for high school juniors and seniors wanting to enroll in college classes. JumpStart students are able take up to six credits/semester for five semesters beginning the summer semester after completion of their sophomore year when the student officially becomes a high school junior. This is a total of 30 credits and is equivalent to one full-time year of college. In Fall 2020, students will pay \$78/credit (regular lower division tuition is \$234/credit). The University of Alaska Board of Regents may approve a tuition increase in the future.

In the last fiscal year, JumpStart students enrolled in 588 different classes with the largest percentages equal between English, Writing and Communications and Math and Natural Sciences.



JUMPSTART CLASSES					
Programs	Summer '19	Fall '19	Spring '20	Total	Class
Business	0	4	6	10	Business Administration, Accounting, Economics
Computers	0	3	0	3	Computer Science, Computer Info Systems
Fine Arts	2	12	3	17	Art, Music, Dance, Theatre
English, Writing, Communications	7	106	78	191	English, Writing, Communications
Humanities	4	43	29	76	History, Foreign Languages, Philosophy, American Sign Language, English Humanities
Math/Natural Sciences	0	121	68	189	Biology, Chemistry, Geology, Math, Physics, Statistics
Social Sciences	0	43	39	82	Anthropology, Human Services, Justice, Political Science, Psychology, Sociology
Vocational/Applied Technology	0	2	15	17	Welding, Certified Nursing Assistant, Emergency Medical Technician, Process Technology, Electronics Technology, Petroleum Technology
Other	0	1	2	3	All other credited classes
TOTAL NUMBER OF CLASSES				588	

JumpStart Student Statistics

Data is tracked to identify the number of students as well as the number of credit hours from each of the schools located in the Kenai Peninsula Borough School District. Enrollment in the JumpStart program has remained steady during the spring and fall semesters. Fall 2019 was slightly down in headcount, but credit hours increased by 15. Headcount for the spring 2020 semester increased by 11, and student credit hours increased by 25. Summer enrollment did decline. Connections, Homer High School and Soldotna High School continue to lead in the number of students attending KPC.

Although the university has seen an overall enrollment decrease the past few semesters, enrollment in the JumpStart program continues to increase. The JumpStart program continues to be very successful and benefits all residents of the Kenai Peninsula Borough.

KPC JumpStart Program – Summer 2019 Semester

SCHOOLS (alphabetical listing)	NEW DATA	SUMMER				NEW DATA	SUMMER			
	STUDENTS				CREDITS					
	2019	2018	2017	2016	2019	2018	2017	2016		
1	Anchor Academy									
2	Alyeska Central									
3	Aurora Christian									
4	Community Christian									
5	Connections (KPBSD)	2		5	2	12	15	22	9	
6	Cook Inlet Academy		2				9			
7	Galena Sch Dist (IDEA)	1	4		1	6	15		3	
8	Homer Flex									
9	Homer High	1	1		1	6	3		3	
10	Homeschool									
11	Kenai Alternative High									
12	Kenai Central	1	3	1	3	3	9	3	9	
13	Nikiski	1			1	6				
14	Nikolaevsk									
15	Ninilchik									
16	River City Academy	1			1	6			4	
17	Seward									
18	Skyview									
19	Soldotna High		4	1	4		18	4	15	
20	Susan B. English									
21	Voznesenka									
22	Wings Christian Academy									
	TOTALS:	7	14	7	13	39	69	29	43	

KPC JumpStart Program – Fall 2019 Semester

SCHOOLS (alphabetical listing)	NEW DATA	FALL				NEW DATA	FALL			
	STUDENTS				CREDITS					
	2019	2018	2017	2016	2019	2018	2017	2016		
1	Anchor Academy									

2	Alyeska Central								
3	Aurora Christian								
4	Community Christian								
5	Connections (KPBSD)	42	52	44	38	235	232	264	186
6	Cook Inlet Academy	1	2	2		6	6	7	
7	Copper River								
8	Frontier Charter School								
9	Galena Sch Dist (IDEA)	25	32	14	15	134	146	74	82
10	Homer Flex	5	8	5	1	18	24	20	3
11	Homer High	43	43	42	34	180	174	149	144
12	Homeschool, Private	3	1	1		18	3	12	
13	Homer Selo								
14	Kenai Alternative High								
15	Kenai Central	17	24	15	22	73	93	71	86
16	Nanwalek								
17	Nikiski	2	9	4	6	6	27	14	23
18	Nikolaevsk	4	3	4	1	22	15	18	6
19	Ninilchik	3	2	5	4	12	7	18	22
20	Raven								
21	Razdolna								
22	River City Academy	2	5	3	5	13	24	7	24
23	Seward	19	6	13	21	66	18	51	75
24	Skyview								
25	Soldotna High	35	40	18	28	163	156	123	124
26	Susan B. English			1	1			7	4
27	Voznesenka		2				6		
28	Wings Christian Academy								
	TOTALS:	201	229	171	176	946	835	931	779

KPC JumpStart Program – Spring 2020 Semester

SCHOOLS (alphabetical listing)	NEW DATA	SPRING				NEW DATA	SPRING			
	STUDENTS				CREDITS					
	2020	2019	2018	2017	2020	2019	2018	2017		
1	Anchor Academy									
2	Alyeska Central									
3	Aurora Christian									
4	Community Christian									
5	Connections (KPBSD)	38	30	35	21	193	164	203	111	
6	Cook Inlet Academy		1	1			6	6		
7	Frontier Charter School									
8	Galena Sch Dist (IDEA)	16	20	15	11	73	108	93	70	
9	Homer Flex	5	3	4	2	25	12	12	4	
10	Homer High	31	32	37	21	114	114	129	99	
11	Homeschool - private	3	3	1	2	18	18	6	9	
12	Homeschool - Selo									
13	Kenai Alternative High		2	1	1		12	6	6	
14	Kenai Central	16	12	6	12	72	60	18	39	
15	Nanwalek									
16	Nikiski	5	5	7	5	21	21	22	18	
17	Nikolaevsk	3	1	3	1	15	6	15	6	

18	Ninilchik	2	1	1	4	12	3	4	15
19	Razdolna		1				3		
20	River City Academy	4	3	2	4	18	16	6	21
21	Seward	13	7	15	18	39	391	51	73
22	Skyview								
23	Soldotna High	33	36	26	26	146	146	138	125
24	Susan B. English			1	1			7	4
25	Voznesenka		1	3	1			12	6
26	Wings Christian Academy								
	TOTALS:	169	158	158	130	746	721	728	606

ADULT BASIC EDUCATION/GENERAL EDUCATION DEVELOPMENT

Funding provides personnel, travel, and support costs to make the ABE/GED program available throughout the Kenai Peninsula Borough, including Nikiski, Homer, Ninilchik, Seldovia, Port Graham, Nanwalek and other remote communities as needed. Due to the coronavirus all in person tutoring and outreach were discontinued in March.

Kenai River Campus

ABE/GED statistics obtained from the State ABE database indicate a total of 7 GED graduates prior to the closing of our testing center in March.

Our literacy program, affiliated with ProLiteracy America, offers program activities that include basic instruction, GED preparation, work readiness, and life skills. Although the ABE/GED program will take a break for the summer, GED Testing will continue to be available three days a week through the KPC Testing Services.

English as Second Language students either had the opportunity to work with an individual instructor, in a group class, or received instruction from a volunteer tutor. Necessary Education and Technology Skills (NETS) courses were also offered to any student enrolled in the ABE/GED/ESL program, and included civic engagement at the Kenai Senior Center and the Food Bank as part of the course.

Our community volunteers met with students throughout the communities of Kenai, Soldotna, Sterling, Nikiski, and Ninilchik. Our Outreach Instructor and mobile GED examiner also served these communities.

All ABE students go through an intake assessment of either a TABE or BEST test. These tests, delivered online or paper-based, include a pre- and post-test to assess progress in the program.

Currently our partners include the Kenaitze Indian Tribe Educational Services, Department of Labor and Workforce Development (Kenai One Stop), the Kenai Peninsula Borough School District, the Independent Living Center, the Food Bank, and the Alaska Department of Vocational Rehabilitation, local churches, health clinics, and local businesses. We continue to have space donated to us to provide ABE services in Kenai at the One Stop, at the local libraries, and churches.

Kachemak Bay Campus

A total of 19 full-time students and 8 part-time students received services based out of the Kachemak Bay Campus site this year, for a total of 1127 contact hours. As of March 11th when the COVID-19 pandemic put a stop to GED testing, there were 9 GED graduates. Six additional students were planning on testing, with 3 of them with only 1 test left. In addition to GED instruction, students took courses in Computer Basics, Life Skills, and College and Career Readiness. Literacy levels range from Basic with

English as a Second Language (ESL) students to college preparation, assisting students in getting passing test scores for AVTEC or CNA entrance and increasing readiness for college courses. Two students were assisted in getting TABE scores up to get into AVTEC, which they achieved, and two students were assisted in getting math ALEKS test scores up to get into the CNA program, which they achieved.

Seven volunteer tutors had 102 contact hours working with 10 students throughout the year. Students were tutored in math, reading, writing and basic English literacy.

Instruction was provided at Voznesenka School and Susan B. English School in Nanwalek. In addition, outreach was made to Razdolna, Kachemak Selo, Anchor Point, Nikolaevsk and Port Graham to assess for student instructional needs. Computer-based instruction was offered for those who preferred that modality of learning, including live classes in Social Studies spring semester, and live math and reading classes offered during the COVID-19 stay-at-home mandates. Staffing was extending to evening hours two days a week, which offered an additional option for individuals who worked full-time days.

Some current partners and referral sources include the Homer Job Center, Nine Star Education and Employment Services, South Peninsula Behavioral Health Center, the Independent Living Center, Public Assistance, Seldovia Village Tribe, Haven House Women’s Shelter, among others.

This table summarizes KBC Adult Education instructional efforts on campus and outreach:

	Full-time Students	Part-time Students	Contact Hours
Homer	19	8	1509
Voznesenka	4	3	138
Nanwalek	1	0	29
Volunteer Tutors			102
Total			1536

COURSES AT RESURRECTION BAY EXTENSION SITE - Seward

Funding provides courses in basic general requirements such as English, Psychology, Art, Communication, professional development and community interest courses.

The Resurrection Bay Extension Site (RBES) offered three classes in Fall 2019 and one class in Spring 2020. Twenty-nine students total enrolled in RBES courses during the fall semester, and eleven during spring semester. Nineteen Seward High School students took advantage of the JumpStart Program in Fall 2019 and thirteen students utilized the JumpStart Program during Spring 2020.

Fall 2019 Courses

BIOL A102 Introductory Biology, 3 credits, 12 students enrolled.

PS A101 Intro to American Government, 3 credits, 9 students enrolled (web-based).

WRTG A111 Writing Across Contexts, 3 credits, 11 students enrolled.

Spring 2020 Courses

WRTG A110 Intro to College Writing, 3 credits, 11 students enrolled.

COORDINATOR/NIGHT STAFFING - Kenai River Campus

Of the 100 plus courses offered at the Kenai River Campus each semester about 40 of those are evening classes. There are limited services provided for these students and no direct oversight of the evening program. This funding provides salary, benefits, and support for a 28 hr/week nine-month position. This position provides general advising information for evening students; coordinates the evening program; provides administrative staffing for evening hours, thereby improving security during the evening; and provides support for special projects. The night coordinator is trained in CPR, First Aid, and operation of the Automatic External Defibrillator machines.

LIBRARY SUPPORT - Kachemak Bay Campus

The KBC Library provided academic library support to our staff, faculty and face-to-face and web-based course students. KBC Semester by the Bay and Jumpstart students are also served by our library. New library accounts were processed for 86 students. An average of 18 students per week received services. Seven in-person classroom presentations were given on library/consortium use and on-line research methods, KBC Library is part of the larger UAA Consortium Library system, which includes over 25 academic and public libraries across the state. KBC Library services also include processing book/media circulations, interlibrary loans, cataloging acquisitions and holdings, library accounts processing and management, coordination of course-supporting materials and maintaining and enriching KBC book/media collections. Other library services include extensive research and editing assistance, computer assistance, library room usage monitoring, course-supported materials search and phone/in-person contact with general public and library staff located across the state.

INSTRUCTIONAL SUPPORT - Kachemak Bay Campus

KBC's academic and administrative support and test proctoring staff member is the primary front-line telephone receptionist for KBC. Support services were provided for 13 staff and faculty. This year 451 tests were proctored (placement tests, professional licensure tests, national standardized placements tests, e-Learning and GED), including 132 that were proctored for other campuses and UA institutions.

INFORMATION/REGISTRATION CLERK - Kachemak Bay

This staff person solely provides registration and enrollment services and student services administrative support at KBC and provides the public and students with information and referrals on all campus and UA programs, services and events. This person receives an average of 17 phone and 9 face to face contacts a day or an estimated 2,500 phone and 1,200 face to face contacts a year.

TUTORS – LEARNING CENTERS

Kenai River Campus

Tutoring services included support for courses in Writing (both face-to-face and online), Mathematics, English as a Second Language, and computer/digital literacy. This tutoring included one-on-one, small group instruction and on-line in a range of subjects, and represented most of the support programs offered through the KRC Learning Center. KRC also has the support of community volunteers that give their time to provide assistance.

Kachemak Bay Campus

426 writing-related tutoring sessions were held with 44 students in 12 different courses. Our math learning specialist tutored 22 students during 84 math tutoring sessions.

DEVELOPMENTAL ADVISOR - Kenai River Campus

The developmental advisor provides services to first-time, incoming, and potential students with ongoing targeted outreach to KRC students who scored into preparatory Math and Writing courses. Preparatory coursework at KRC is defined as: MATH A054, MATH A055, WRITING A090, and WRITING A110. This position encompasses a wide range of services spanning admissions, financial aid, Veterans eligibility, academic placement, college readiness, and course selection/planning to ~588 students entering college and/or taking developmental course. The FY20 data reflects the dates spanning July 1, 2019 through April 10, 2020. Notably, 36% of the developmental advisor individual advising appointments were students who attended more than one advising appointment. This demonstrates that students continue to build on the relationship formed with the developmental advisor.

Direct Service Activities

The following illustrates the multiple avenues of outreach and direct contact between the developmental advisor and the students served.

Services Provided	Number Served		
	FY20	FY19	FY18
Individual Appointments	650	689	685
Group Appointments: Developmental Outreach and Accuplacer,	103	125	125
Classroom Visits	10	9	9
CNA Students	64	57	44
Unique Clients Seen	358	386	365
Total Advising Students Contacts	588	560	557

Post-Accuplacer/ALEKS Advising

At these advising sessions, the developmental advisor reviews placement test results, discusses student's academic goals at KRC and outlines appropriate courses relative to scores. The sessions conclude with the provision of contact information for the academic advisor of their indicated program, general information about registration, admission, and financial aid. Accuplacer is the writing placement test and ALEKS is the Math placement test.

Academic Counseling

This activity represents direct services to students. Due to student need and distance delivery coursework, students seek out academic counseling differently. This position utilizes many modalities of outreach including phone and email appointments. Email communication is not represented in these numbers. Emails to all students occur at the beginning of the semester to remind students of the add/drop dates. Emails also occur at the five-week mark of the semester and at the withdrawal period. These emails remind students of counseling and advising services, encourage communication with faculty advisors and remind students of other supportive services. Academic counseling is initiated by students, the developmental advisor, and/or faculty members who have concerns about student progress.

General Advising Walk-Ins

This activity contains sessions during scheduled walk-in hours, as well as students who arrive without appointments. Some cross-categorization may occur of students who meet multiple criteria, e.g. walk-in, developmental advising, and Veteran services. Walk-in appointments during non-walk-in hours are students who present questions that are brief in nature and are given 15 to 30 minute appointment blocks.

Individual Contacts

This activity is comprised of time spent in advising appointments to identify and support developmental students wherein 42% were general advising appointments, 34% were developmental advising appointments, 3% were CNA (certified nursing assistant) advising appointments, 2% were phone appointments, the remainder were outreach efforts toward individuals through phone calls and emails.

Classroom Visits

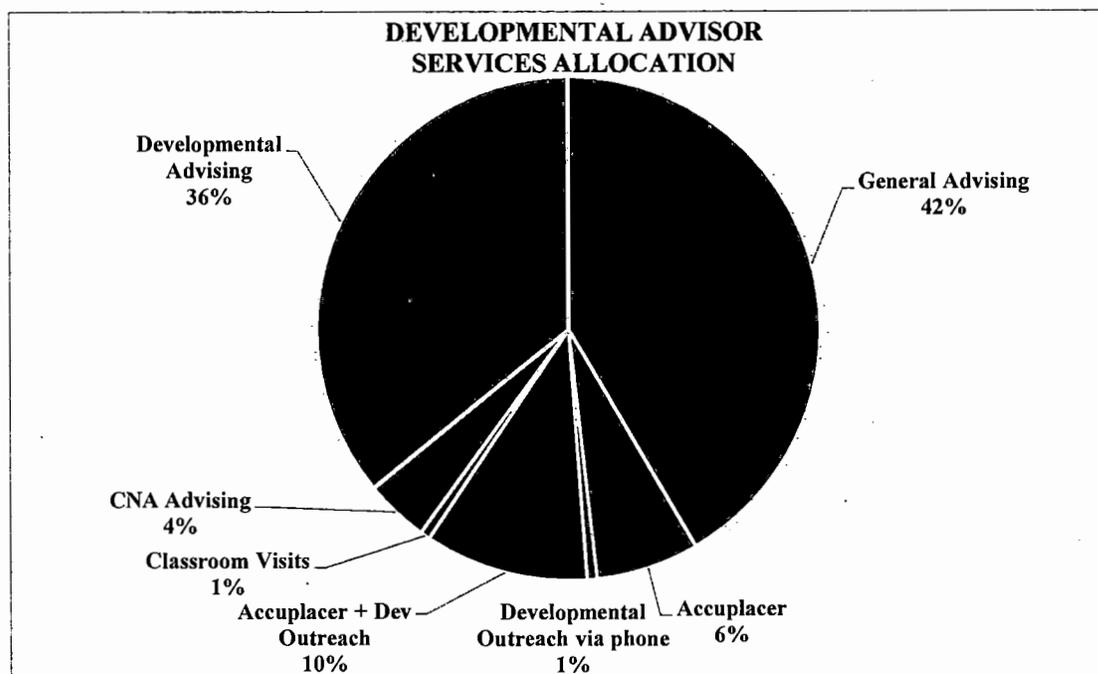
This activity is a direct outreach to students in the preparatory Math and Writing face-to-face course sections to establish contact and provide a handout with resources and contact information. Such contact increases the visibility of the position and students' direct access to resources on campus. This year the developmental advisor visited nine classrooms twice a semester.

CNA Advising

The developmental advisor assists in intake and preliminary counseling for the CNA program at the KRC campus. This position checks compliance and completion of program applications, conducts State of Alaska background checks, and coordinates with the nursing faculty to provide up-to-date information about waitlists, processes, and admissions into the six-credit CNA (HCA A105).

Indirect Activities, Trainings, and Supervision

This year the developmental advisor engaged in retention, outreach, student success activities and recruitment services. Also the developmental advisor participated in new student orientation, Excel Alaska tours, the KPC basketball club, Math success subcommittee, Alyeska scholarship committee, Banner access and training for two student employees.



STUDENT ADVISOR – Kachemak Bay Campus

The Advisor provides advising services to all students and potential students seeking a degree or certificate regarding admissions, career counseling, financial aid, academic placement and course selection/planning. Conducts retention and student success and retention activities, and recruitment services. On average, the KBC advisor has an average of 6 student contacts over the phone and 4 students face to face a day. Over the course of an academic year, that would be 840 student contacts over the phone and 560 face to face.

VETERAN SERVICES COORDINATOR & SAFETY OFFICER – College-wide

The Veteran Services Coordinator (VSC) position was created in FY14 to manage KPC's student veteran educational benefit programs and provide other assistance to veteran students across our all campuses. In Fall 2019 KPC certified 136 VA students, while in Spring 2020 KPC certified 137 VA students. Eleven veteran students graduated during the 2019/2020 academic year. The VSC also has two veteran work study student positions available, funded by the VA, to assist in the certification of VA benefits.

Veteran Registrations

In total, the VSC completed 273 veteran student certifications for the Fall 2019 and Spring 2020 semesters. Of that total, 40 were KPC degree seeking students. KPC's degree seeking certifications consisted of 13 veteran students pursuing the process technology program, 1 veteran student in the industrial process instrumentation program and 2 students seeking a dual major in both process technology and industrial process instrumentation. The remaining 24 KPC degree seeking veteran students pursued degrees in a variety of associate programs. KPC submitted 233 guest student certifications for veteran students enrolled in degree programs at other campuses within the UA system.

Early Veterans Registration

KPC veteran students are allowed to register for KPC sponsored courses before any other KPC/UAA student cohort. The opportunity to register early allows veteran students to more efficiently utilize their benefits by getting the classes required for graduation as early as possible.

KRC Veterans' Services

The veterans' services center provides VA students a place to bond, study, and share experiences. It consists of a lounge area, an office for the VA work study students and a study room with internet access.

KPC Veterans Talent Grant Scholarship

The veterans talent grant scholarship is designed to compound KPC's investment in its veteran population. KPC will reinvest 3% of the total VA funded credit hours from the 2019-2020 academic year back into the veteran population in the form of tuition waivers for the Fall 2020 and Spring 2021 semesters.

To be eligible a veteran must meet the following criteria:

- 1) Honorable discharge as reflected on the veteran's DD214.
- 2) Admitted to a KPC degree program and enrolled in at least 6 KPC credit hours.
- 3) A GPA of at least 2.0 for returning students.
- 4) Preference given to combat veterans as defined by the award of a recognized campaign medal or badge, service in Korea between 30 June, 1949 and the present, or earned hostile fire or imminent danger pay.

- 5) Preference given to veterans with no VA educational entitlement remaining.

VA Work Study Program

KPC currently has two VA funded veteran work study positions available to support the veteran services coordinator. work study students must be veteran students attending school at least $\frac{3}{4}$ time (9 credit hours) per semester. The students can work up to 25 hours per week and receive either the state or federal minimum wage (whichever is higher). The addition of the two work study positions has effectively tripled the support provided to veteran students at no additional cost to the college or the borough.

National Vietnam War Veteran's Day

Kenai Peninsula College is a commemorative partner with the Department of Defense to aid in the large job of honoring our nation's Vietnam Veterans. KPC was unable to host its third National Vietnam War Veterans Day event due to COVID-19. KPC will continue to host this event by request of the Kenai Peninsula Borough's local Veterans and their families.

Safety Officer

The VSC also serves as the KPC safety officer who provides a variety of campus safety briefings and ensures OSHA compliance is followed in a safe work environment using safe equipment. The coordinator is the conduit for safety information from/to UAA and the University of Alaska statewide office of risk management.

KPC RECRUITER – College-wide

The KPC recruiter is often the first contact potential students have with KPC. The recruiter can be seen at nearly every public event in our community, attends academic events as well as leads tours of the Kenai River Campus for students of all ages as well as parents, local educators and the general public.

School Visits, Application Assistance and Other Outreach

Recruitment events for the 2019-2020 school year included college fairs, application days, and presentations on KPC Jumpstart, degree programs, admissions, and financial aid.

Application Days

KPC Application Day events or presentations took place at 4 KPBSD high schools: Soldotna High School, Kenai High School, Nikiski High School, and Ninilchik School. These events educated students about starting college and encouraged them to start the college admissions process and submit applications early. Twenty-eight students submitted applications to KPC/UAA during these events.

Presentations

The week before the Fall 2020 semester began, the KPC recruiter arranged visits to Soldotna and Kenai High Schools to provide information on JumpStart and assist interested juniors and seniors in completing the registration process. This was in addition to JumpStart informational sessions that had been scheduled at the high schools the previous spring semester.

During the months of September and October, the KPC Recruiter was invited as a guest speaker at several informational events held at Kenai Central, Soldotna, Nikiski, and Seward high schools. These events targeted graduating seniors and their parents.

The KPC Recruiter assisted in facilitating an event that took place at Anchorage's West High School on October 24. KPC process technology faculty member, Jeff Laube, presented an overview of the process technology program to students enrolled in high school process technology courses.

The KPC Recruiter travelled to Ninilchik on February 18 to present to high school students about college admissions and enrollment processes. A follow up meeting with parents and community members took place on February 25. Both events were in partnership with the Ninilchik teen center.

Pride in the Park

In honor of its commitment to foster an inclusive, welcoming, and respectful campus community, Kenai Peninsula College attended Soldotna's first Pride in the Park event on June 15, 2019 and the KPC recruiter was delighted to serve as the KPC representative at this event.

Soldotna Progress Days

In July of 2019, KPC Recruiter and student services staff operated a booth at Soldotna Progress Days. This was an opportunity to interact with the community, engage out-of-town/state visitors, and promote classes offered in the upcoming semester.

Anchorage Alaska College and Career Fair

The KPC recruiter attended the college and career fair located in Anchorage on October 13th and 14th. There was an estimated 3,000 people in attendance.

Alaska School Counselor Conference

KPC was honored to send a representative to the Alaska School Counselor Conference in Anchorage on November 14th and 15th. The KPC recruiter hosted an informational booth and took advantage of this excellent opportunity to make personal connections with high school counselors around the state and promote degree programs and the residence hall.

Peninsula Winter Games

In January, KPC Recruiter and Veteran Services Coordinator hosted a booth at the 44rd Annual Peninsula Winter Games in Soldotna. A free slime-making station was open to the youth, while information about the college and its course offerings was made available to parents and other community members. Approximately 250 people stopped by their table.

Project Homeless Connect

The KPC recruiter supported staff at the annual Project Homeless Connect event in Soldotna. The Learning Center coordinated KPC's presence at the event, where representatives gave out information on GED, ESL and N.E.T.S. classes offered throughout the Spring semester.

Alaska Tsunami Ocean Sciences Bowl

In February, KPC Professor of Biology Dr. Alison Gardell travelled to Seward to attend the annual Alaska Tsunami Ocean Sciences Bowl. At the event, Alaska high school students present research papers and compete in a quiz bowl. The KPC representative hosted a table and promoted Kachemak Bay Campus' Semester by the Bay program.

Kenai Peninsula Job Fair

The KPC Recruiter had plans to attend this event, but the job fair was cancelled due to concerns over the spread of COVID-19. Other large-scale community events that the KPC Recruiter regularly attends, such as the KPC Health Fair and the IDEA Curriculum Fair, have been postponed, cancelled, or moved to online formats.

Tours and Events Hosted at KPC

Throughout the year, KPC hosts numerous groups on campus. The Recruiter collaborated with counseling & advising, financial aid, rural and Native student services, learning center, residence life, and various faculty to ensure that prospective students receive a balanced overview of all programs and services available at KPC. The table below shows the various groups that KPC hosted during the past year, as well as scheduled tours that were canceled due to concerns over the spread of COVID-19. This table does not include the many private tours facilitated by the recruitment and other student services staff. In FY20 212 prospective students toured the Kenai River Campus.

Groups Touring KPC	Number of Students Attending	Age Group
Bristol Bay High School	10	11 th & 12 th Grade
Seward High School	15	11 th & 12 th Grade
KPBSD UPSTREAM Drone Academy	36	Middle School
EXCEL Alaska	15	11 th Grade
EXCEL Alaska	14	12 th Grade
KPBSD UPSTREAM Med Tech Academy	36	Middle School
Kids2College – Mt. View Elementary	86	5 th Grade
Total	212	
	Prospective Students	

KRC Open House

This event, typically held in April, was not able to take place as result of campus closures due to concerns over the spread of COVID-19. The KPC recruiter is working with student services staff at both campuses (Kenai River and Kachemak Bay) to host KPC virtual open house events over Zoom that will be open to the public. The first event was held in mid-June and two others will be held this summer.

PEER AMBASSADOR SCHOLARS

Peer Ambassadors are student representatives selected for their leadership skills and academic excellence to aid with recruitment events. The KPC recruiter coordinates the program at Kenai River Campus. The student and enrollment services coordinator runs the Kachemak Bay Campus program.

The duties of peer ambassador are a semester long commitment. Over the last few years this program has seen a significant decline in interest by students. Early in this academic year it was determined that the funds could be better used to fund additional tuition waivers through the JumpStart program.



Legal Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2120 • (907) 714-2379 Fax

Charlie Pierce
Borough Mayor

LITIGATION STATUS REPORT

TO: Kelly Cooper, Assembly President
 Penny Vadla, President, Board of Education
 Members, Kenai Peninsula Borough Assembly
 Members, Kenai Peninsula Borough School District

THRU: Charlie Pierce, Mayor CP

FROM: Colette Thompson, Borough Attorney CT
 Sean Kelley, Deputy Borough Attorney SK

DATE: July 23, 2020

RE: Litigation Status Report – Quarter Ending 06/30/20

This report includes brief descriptions of pending non-routine court cases, as well as administrative appeals and code compliance enforcement actions set for hearing before the administrative hearing officer.

A. Following is a summary of the non-routine litigation in which the borough and school district are involved. This list does not include the real property tax foreclosures and numerous standard tax collection cases pursued by the borough:

1. John Does 1-3 v. Kenai Peninsula Borough School District et al., Case No. 3KN-18-00155CI. Three former students sued the school district, the Kenai Peninsula Hockey Association and former coach Bradley Elliott for damages stemming from alleged sexual abuse of minors, alleged negligent hiring and alleged vicarious liability. Mediations were held individually with each plaintiff on March 25, 26 and 27, 2020. Doe 1 settled at mediation and has been dismissed from the lawsuit. Mediation attempts with Does 2 and 3 were unsuccessful. The School District has filed two summary judgment motions which are pending. One seeks a ruling that the statute

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July 23, 2020
Re: Litigation Status Report

of limitations bars plaintiffs' cases and the other requests a ruling that the district may not be held vicariously liable for plaintiffs' claimed damages. Trial is currently scheduled for the week of November 2, 2020. Discovery is continuing.

2. Halstead v. Jeremy T. Anderson and Kenai Peninsula School District, Case No. 3KN-18-00744CI. Plaintiff has sued Mr. Anderson and the Kenai Peninsula Borough School District for damages relating to Mr. Anderson's alleged sexual abuse of her as a minor. The complaint against the school district claims it failed to protect her from Mr. Anderson and seeks damages and actual attorney fees. The district has filed an answer and discovery is in process. The district also filed a motion for summary judgment against the plaintiff's claims for punitive damages against the district which was granted by the court. This means plaintiff may not seek punitive damages from the district. Trial is currently scheduled for the week of January 18, 2021.
3. Diamond Willow Homeowner's Association v. Kenai Peninsula Borough and Consolidated Development & Management, LLC, Case No. 3KN-19-00335CI. An appeal of an approved plat was filed and a hearing held before the administrative hearing officer on March 1, 2019. At a hearing held on March 10, 2020, Diamond Willow and Consolidated Development indicated that they were going to submit a proposed settlement for this case and a companion case (3KN-19-00319CI) by April 1, 2020. Due to Covid-19, the court extended the date it expects to receive the settlement to May 6, 2020. This appeal was dismissed by stipulation and closed on May 20, 2020.
4. Kenai Peninsula Borough School District v. Fischer, Case No. 3KN-19-00185CI. This case was filed against a school district employee for the reimbursement of substantial health care costs paid by the health care plan ("Plan"). The Plan requires that employees who receive medical care paid by the Plan, for injuries caused by a third party, must reimburse the Plan out of any recovery received from the party at fault. Reimbursement is owed because the employee received enough insurance funds from the party who caused the injuries to fully reimburse the Plan for its costs.

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July 23, 2020
Re: Litigation Status Report

Defendant has failed to pay the amount owed. Defendant has filed a Partial Motion to Dismiss which was denied. A trial setting conference is scheduled for September 22, 2020.

- B. Following are open or recently resolved administrative appeals from Planning Commission decisions:
1. Case No. 2019-02-PCA. Appellant appealed a planning commission decision approving the vacation of a drainage easement on Lot24-A, AA Mattox Pegg's Addition, KPB file no. 2019-048V. A hearing before the assembly was held on May 6, 2020. The assembly reversed and remanded the matter back to the planning commission with a directive to hold a public hearing. On July 13, 2020, the planning commission held a public hearing and unanimously voted to approve the vacation.
 2. Case No. 2020-01 PCA. Appellant appealed a planning commission's decision which granted a modification of a conditional land use permit. A hearing is scheduled for September 23, 2020. The borough filed a notice of non-participation in the matter and is not a party to the appeal.

Kenai Peninsula Borough Assembly Committees 2019 – 2020

ASSEMBLY COMMITTEES

- **Finance Committee**
Brent Hibbert, Chair
Tyson Cox, Vice Chair
Brent Johnson
- **Lands Committee**
Brent Johnson, Chair
Kenn Carpenter, Vice Chair
Norm Blakeley
- **Policies & Procedures Committee**
Willy Dunne, Chair
Hal Smalley, Vice Chair
Kenn Carpenter
- **Legislative Committee**
Hal Smalley, Chair
Jesse Bjorkman, Vice Chair
Willy Dunne
- **President Pro Tem**
Brent Hibbert
- **OTHER BOROUGH COMMITTEES**
- **School Board**
Tyson Cox
Brent Johnson, Alternate

SERVICE AREA BOARD LIAISONS

- **Anchor Point Fire & EMS** – Willy Dunne
- **Bear Creek Fire** – Kenn Carpenter
- **CES/CPEMS** – Norm Blakeley
- **Kachemak Emergency Service Area** – Willy Dunne
- **KPB Roads** – Kelly Cooper
- **Nikiski Seniors** – Jesse Bjorkman
- **Nikiski Fire** – Jesse Bjorkman
- **North Peninsula Recreation** – Jesse Bjorkman
- **Seldovia Recreational** – Willy Dunne
- **Seward/Bear Creek Flood** – Kenn Carpenter
- **South Kenai Peninsula Hospital** - Kelly Cooper, Willy Dunne
- **NON-BOROUGH COMMITTEES**
- **Cook Inlet Aquaculture**
Dale Bagley
- **Cook Inlet R.C.A.C.**
Grace Merkes, term expires April 2020
- **Kenai Peninsula Economic Development District**
Hal Smalley, term expires with office
- **Kenai Peninsula College Council**
VACANT, term expires with office
- **Kenai River Special Management Area Advisory Board**
Brent Hibbert, term expires with office
- **Prince William Sound R.C.A.C.**
Mako Haggerty, term expires May 2019
- **Kachemak Bay Research Reserve Community Council**
Willy Dunne, term expires with office