

# **Kenai Peninsula Borough**

*144 North Binkley Street  
Soldotna, AK 99669*



## **Meeting Agenda**

**Tuesday, September 3, 2019**

**6:00 PM**

**Betty J. Glick Assembly Chambers**

### **Assembly**

*Wayne Ogle, President*

*Dale Bagley, Vice President*

*Norm Blakeley*

*Kenn Carpenter*

*Kelly Cooper*

*Willy Dunne*

*Paul Fischer*

*Brent Hibbert*

*Hal Smalley*





# Assembly Meeting Schedule

**TUESDAY, SEPTEMBER 3, 2019**

- 3:45 PM**            **Finance Committee**
- 4:15 PM**            **Lands Committee**
- 4:30 PM**            **Policies and Procedures Committee**
- 6:00 PM**            **Regular Assembly Meeting**

Above listed meetings will be held in:

Betty J. Glick Assembly Chambers  
George A. Navarre Kenai Peninsula Borough Administration Building  
144 North Binkley Street, Soldotna, Alaska





# Finance Committee

September 3, 2019

3:45 PM

Betty J. Glick Assembly Chambers  
George A. Navarre Kenai Peninsula  
Borough Administration Building

Kelly Cooper, Chair

Paul Fischer, Vice Chair

Willy Dunne

## AGENDA

### PUBLIC HEARINGS ON ORDINANCES

1. Ordinance 2019-19-07: Appropriating \$1,500 for the Costs of Printing and Distributing Information about the Ballot Proposition Seeking Voter Approval to Increase the Maximum Amount of a Sale Subject to the Borough Sales Tax to \$1,000, Except for Residential Rentals, to Ensure Compliance with Legal Restrictions on the Use of Borough Funds and Assets Related to Ballot Propositions (Carpenter, Mayor) ..... 10

### NEW BUSINESS

1. Resolutions
  - \*a. Resolution 2019-046: Approving a Sole Source Award to Data Cloud Solutions, LLC for the Purchase and Implementation of MobileAssessor<sup>SM</sup> Software (Mayor) ..... 32
2. Ordinances for Introduction
  - \*a. Ordinance 2019-19-08: Appropriating \$10,650 to Fund Additional Part Time and Seasonal Labor Costs to Provide Custodial Services to the Emergency Operations Center and Kenai River Center Buildings for FY2020 (Mayor) (Hearing on 09/17/19) ..... 67
  - \*b. Ordinance 2019-19-09: Appropriating Funds to Upgrade the Payroll and Human Resources Modules in the Borough's Enterprise Resource Planning Software (Mayor) (Hearing on 09/19/19) ..... 70
  - \*c. Ordinance 2019-19-10: Appropriating \$75,000 from the Seward Bear Creek Flood Service Area Fund Balance to Complete Sediment Management in Kwechak Creek (Mayor) (Hearing on 09/17/19) ..... 73

\*Consent Agenda Items





# Lands Committee

September 3, 2019

4:15 PM

Betty J. Glick Assembly Chambers  
George A. Navarre Kenai Peninsula  
Borough Administration Building

Kenn Carpenter, Chair

Norm Blakeley, Vice Chair

Brent Hibbert

## AGENDA

### NEW BUSINESS

#### 2. Ordinances for Introduction

- \*d. Ordinance 2019-24: Adopting KPB 20.80, Subdivision Private Streets and Gated Subdivisions (Mayor) (Hearing on 10/08/19) .....77

\*Consent Agenda Items







# Policies and Procedures Committee

September 3, 2019

4:30 PM

Betty J. Glick Assembly Chambers  
George A. Navarre Kenai Peninsula  
Borough Administration Building

Hal Smalley, Chair

Brent Hibbert, Vice Chair

Kenn Carpenter

## AGENDA

### PUBLIC HEARINGS ON ORDINANCES

- 2. Ordinance 2019-21: Amending KPB 21.02 Regarding Advisory Planning Commissions Establishing an Advisory Planning Commission in the Kalifornsky Area (Mayor) ..... 13

### UNFINISHED BUSINESS

- 1. Postponed Item
  - a. Resolution 2019-045: Supporting the Kenai Peninsula coordinated Public Transit-Human Services Transportation Plan to be Submitted to the State of Alaska Department of Transportation and Public Facilities (Mayor) ..... 28

### NEW BUSINESS

- 1. Resolutions
  - \*b. Resolution 2019-047: Adopting Joint Resolution No. 2019-001 of the Assembly of the Kenai Peninsula Borough and Councils of the Cities of Homer, Kachemak, Kenai, Seldovia, Seward and Soldotna, Supporting the Recommendations of the Kenai Peninsula Borough's Election Stakeholders Group and Directing Staff to Explore Implementation of the Recommendations (Dunne, Hibbert) ..... 51
- 2. Ordinances for Introduction
  - \*e. Ordinance 2019-23: Amending KPB Titles 2, 4, and 16 regarding Service Areas to Provide that All Kenai Peninsula Borough Service Area Boards are Appointed Instead of Elected (Dunne, Hibbert) (Hearing on 10/08/19) ..... 85

**MAYOR'S REPORT..... 102**

- 1. Assembly Requests/Responses – None.
- 2. Agreements and Contracts – None.
- 3. Other
  - a. Capital Projects Reports – June 30, 2019 ..... 103
  - b. Revenue-Expenditure Report – July 2019..... 118
  - c. Budget Revisions – July 2019 ..... 121

\*Consent Agenda Items



# Assembly Agenda

September 3, 2019 - 6:00 PM

Regular Meeting

Betty J. Glick Assembly Chambers  
George A. Navarre Kenai Peninsula  
Borough Administration Building

Wayne Ogle  
Assembly President  
Seat 3 - Nikiski  
Term Expires 2019

Dale Bagley  
Assembly Vice  
President  
Seat 4 - Soldotna  
Term Expires 2019

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

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

Kelly Cooper  
Assembly Member  
Seat 8 - Homer  
Term Expires 2020

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

Paul Fischer  
Assembly Member  
Seat 7 - Central  
Term Expires 2019

Brent Hibbert  
Assembly Member  
Seat 1 - Kalifornsky  
Term Expires 2021

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

## 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 Greg Madden.]*

## ROLL CALL

## COMMITTEE REPORTS

## APPROVAL OF AGENDA AND CONSENT AGENDA

(All 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.)

## APPROVAL OF MINUTES

- \*1. August 20, 2019 Regular Assembly Meeting Minutes ..... 1

## COMMENDING RESOLUTIONS AND PROCLAMATIONS

## PRESENTATIONS WITH PRIOR NOTICE (20 Minutes total)

- 1. Terry Federer, Maritime Department Head, AVTEC (10 Minutes)

2. Tim Dillon, KPEDD 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 2019-19-07: Appropriating \$1,500 for the Costs of Printing and Distributing Information about the Ballot Proposition Seeking Voter Approval to Increase the Maximum Amount of a Sale Subject to the Borough Sales Tax to \$1,000, Except for Residential Rentals, to Ensure Compliance with Legal Restrictions on the Use of Borough Funds and Assets Related to Ballot Propositions (Carpenter, Mayor) (Referred to Finance Committee) ..... 10
2. Ordinance 2019-21: Amending KPB 21.02 Regarding Advisory Planning Commissions Establishing an Advisory Planning Commission in the Kalifornsky Area (Mayor) (Referred to Policies and Procedures Committee) ..... 13

**UNFINISHED BUSINESS**

1. Postponed Item
  - a. Resolution 2019-045: Supporting the Kenai Peninsula coordinated Public Transit-Human Services Transportation Plan to be Submitted to the State of Alaska Department of Transportation and Public Facilities (Mayor) (Referred to Policies and Procedures Committee)..... 28

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  - \*b. Resolution 2019-047: Adopting Joint Resolution No. 2019-001 of the Assembly of the Kenai Peninsula Borough and Councils of

the Cities of Homer, Kachemak, Kenai, Seldovia, Seward and Soldotna, Supporting the Recommendations of the Kenai Peninsula Borough's Election Stakeholders Group and Directing Staff to Explore Implementation of the Recommendations (Dunne, Hibbert) (Referred to Policies and Procedures Committee) ..... 51

2. Ordinances for Introduction

- \*a. Ordinance 2019-19-08: Appropriating \$10,650 to Fund Additional Part Time and Seasonal Labor Costs to Provide Custodial Services to the Emergency Operations Center and Kenai River Center Buildings for FY2020 (Mayor) (Hearing on 09/17/19) (Referred to Finance Committee) ..... 67
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**MAYOR'S REPORT**..... 102

- 1. Assembly Requests/Responses – None
- 2. Agreements and Contracts – None
- 3. Other

- a. Capital Projects Reports – June 30, 2019 ..... 103
- b. Revenue-Expenditure Report – July 2019..... 118
- c. Budget Revisions – July 2019 ..... 121

**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.)

- 1. Ordinance 2019-05: Authorizing a Memorandum of Agreement and Cooperative Sale and Exchange of Interests in Lands with the State of Alaska Department of Transportation and Public Facilities Regarding Certain Borough and State Maintained Roads (Mayor) [Tabled on 04/02/19]

**INFORMATIONAL MATERIALS AND REPORTS**

**ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS**

- 1.     September 17, 2019                     Regular Assembly Meeting  
         6:00 PM                                 Homer City Council Chambers  
   Homer, Alaska

**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).*

*Copies of agenda items are available at the Borough Clerk's Office and in the Meeting Room just prior to the meeting. 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](http://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 - Draft

### Assembly

*Wayne Ogle, President*  
*Dale Bagley, Vice President*  
*Norm Blakeley*  
*Kenn Carpenter*  
*Kelly Cooper*  
*Willy Dunne*  
*Paul Fischer*  
*Brent Hibbert*  
*Hal Smalley*

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Tuesday, August 20, 2019

6:00 PM

Betty J. Glick Assembly Chambers

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### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### INVOCATION

[Clerk's Note: The invocation was given by President Ogle.]

### ROLL CALL

[Clerk's Note: Assembly Members Cooper and Fischer participated by phone.]

**Present:** 9 - Paul Fischer, Dale Bagley, Brent Hibbert, Kenn Carpenter, Norm Blakeley, Kelly Cooper, Hal Smalley, Wayne Ogle, and Willy Dunne

### COMMITTEE REPORTS

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

Assembly Member Carpenter stated the Lands Committee met and discussed its agenda item.

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

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

### APPROVAL OF AGENDA AND CONSENT AGENDA

[KPB-2262](#)

August 6, 2019 Regular Assembly Meeting Minutes

approved.

[KPB-2249](#) A Resolution Commending Marathon Petroleum Corporation for 50 Years of Service to Alaska (Mayor)

**This Commending Resolution was adopted.**

[2019-19-05](#) An Ordinance Approving the Purchase and Installation of a Steris/Amsco Orthovision Table from the South Peninsula Hospital Service Area Capital Project Fund (Mayor)

*[Clerk's Note: The last two Whereas clauses of Ordinance 2019-19-05 were amended to read, "WHEREAS, at its regular meeting of June 26, 2019, the SPH, Inc. board recommended approval by adoption of SPH Resolution 2019-10; and WHEREAS, at its meeting on [JULY 11]August 8, 2019, the South Kenai Peninsula Hospital Service Area Board recommended approval:". Section 2 was also amended to read, "That \$25,800.00 is appropriated from South Peninsula Hospital Service Area Capital Project Fund, to account 491.81210.20STB.49999 for the purchase and installation of a Steris/Amsco Orthovision table."]*

**This Budget Ordinance was enacted as amended.**

[2018-19-39](#) An Ordinance to Record FY2019 Expenditures of Paid by the State of Alaska Department of Administration, Division of Retirement & Benefits on Behalf of the Kenai Peninsula Borough Toward the Borough's Unfunded PERS Liability (Mayor)

*[Clerk's Note: Section 1 of Ordinance 2018-19-39 was amended to read, "General fund \$ 441,605.58 / Nikiski Fire Service Area 116,066.00 / Bear Creek Fire Service Area 7,841.00 / Anchor Point Fire Service Area 17,060.00 / Central Emergency Services 214,661.00 / Kachemak Emergency Service Area 19,367.00 / North Peninsula Recreation Service Area 35,447.00 / [EASTERN PENINSULA HIGHWAY EMERGENCY SERVICE AREA] / Road Service Area 35,874.00 / School Maintenance 195,768.00 / Land Trust 19,114.00 / Seward Bear Creek Flood Service Area 5,723.00 / 911 Emergency Communications 52,217.00 / Solid Waste 64,648.00 / Risk Management 12,521.00 / \$1,237,912.58" and Section 2 to read, "That \$1,237,912.58 is appropriated to the following accounts:*

*100 11100 00000 40221 \$676.58 / 100 11120 00000 40221 14,858.00 / 100 11130 00000 40221 10.00 / 100 11140 00000 40221 6,250.00 / 100 11210 00000 40221 23,085.00 / 100 11227 00000 40221 32,295.00 / 100 11230 00000 40221 18,825.00 / 100 11231 00000 40221 56,038.00 / 100 11232 00000 40221 11,902.00 / 100 11233 00000 40221 3,496.00 / 100 11235 00000 40221*



3,873.00 / 100 11250 00000 40221 16,592.00 / 100 11310 00000 40221  
28,425.00 / 100 11410 00000 40221 14,902.00 / 100 11430 00000 40221  
28,081.00 / 100 11440 00000 40221 27,636.00 / 100 11441 00000 40221  
10,142.00 / 100 11510 00000 40221 36,239.00 / 100 11520 00000 40221  
57,649.00 / 100 21110 00000 40221 32,761.00 / 100 21135 00000 40221  
17,870.00 / 206 51110 00000 40221 116,066.00 / 207 51210 00000 40221  
7,841.00 / 209 51410 00000 40221 17,060.00 / 211 51610 00000 40221  
214,661.00 / 212 51810 00000 40221 19,367.00 / 225 61110 00000 40221  
35,447.00 / [235 51710 00000 40221] / 236 33950 00000 40221 35,874.00 /  
241 11235 00000 40221 3,872.00 / 241 41010 00000 40221 191,896.00 / 250  
21210 00000 40221 19,114.00 / 259 21212 00000 40221 5,723.00 / 264 11255  
00000 40221 52,217.00 / 290 32010 00000 40221 23,524.00 / 290 32122 00000  
40221 41,082.00 / 290 32150 00000 40221 6.00 / 290 32310 00000 40221 25.00  
/ 290 32570 00000 40221 11.00 / 700 11234 00000 40221 12,521.00 /  
\$1,237,912.58"]

**This Budget Ordinance was enacted as amended.**

#### 2019-19-06

An Ordinance Approving the Purchase and Installation of a Deaerator Tank from the South Peninsula Hospital Service Area Capital Project Fund (Mayor)

*[Clerk's Note: The last two Whereas clauses of Ordinance 2019-19-06 were amended to read, "WHEREAS, at its regular meeting of June 26, 2019, the SPH, Inc. board recommended approval by adoption of SPH Resolution 2019-09; and WHEREAS, at its meeting on [JULY 11] August 8, 2019, the South Kenai Peninsula Hospital Service Area Board recommended approval;" ]*

**This Budget Ordinance was enacted as amended.**

#### 2019-22

An Ordinance Authorizing a Negotiated Sale with Alex and Courtney Matiaco at Fair Market Value for Lot 5A, Block 3, Ravenwood Subdivision, Addition No. 3, Plat No. 81-42, Kenai Recording District, which was Previously Retained for a Public Purpose (Mayor)

*[Clerk's Note: The last Whereas clause of Ordinance 2019-22 was amended to read, "WHEREAS, the Kenai Peninsula Borough Planning Commission, at its regular meeting of August 12, 2019, recommended approval by unanimous consent." ]*

**This Ordinance was enacted as amended.**

#### 2019-20

An Ordinance Authorizing the Assessor to Accept One Late-Filed Disabled Veteran Exemption Application for 2019 Filed After March 31 and Providing an Exception to KPB 5.12.040(B) (Mayor)

**This Ordinance was enacted.**

[2019-19-07](#) An Ordinance Appropriating \$1,500 for the Costs of Printing and Distributing Information about the Ballot Proposition Seeking Voter Approval to Increase the Maximum Amount of a Sale Subject to the Borough Sales Tax to \$1,000, Except for Residential Rentals, to Ensure Compliance with Legal Restrictions on the Use of Borough Funds and Assets Related to Ballot Propositions (Carpenter, Mayor)

**This Budget Ordinance was introduced and set for public hearing.**

[KPB-2246](#) Confirming the Appointment to the Anchor Point Fire & Emergency Medical Service Area Board (Mayor) (Referred to Policies and Procedures Committee)

Cherie Richter; Seat A; Term Expires October, 2020

**approved.**

[KPB-2261](#) Approval of the Proposition Summary to be Included in the Voter Pamphlet for Proposition No. 2 – Amending KPB 5.18.430 to Increase the Maximum Amount of a Sale Subject to the Borough Sales Tax to \$1,000, Except for Residential Rentals, Subject to Voter Approval

**approved.**

Approval of the Agenda and Consent Agenda

President Ogle 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 - Fischer, Bagley, Hibbert, Carpenter, Blakeley, Cooper, Smalley, Ogle, and Dunne

## **PRESENTATIONS WITH PRIOR NOTICE**

1. [KPB-2258](#) Election Stakeholders Group Final Report and Presentation, Paul Ostrander, Chair (10 Minutes)

[Clerk's Note: Paul Ostrander, Chair of the Election Stakeholders Group presented the final report and recommendations to the Assembly.]

2. [KPB-2259](#) Hilcorp Alaska Lower Cook Inlet Seismic Survey Update, Mike Dunn, Project Manager and Beth Sharpe, Wildlife Specialist (10 Minutes)

[Clerk's Note: Mike Dunn and Beth Sharpe gave an update on the Cook Inlet seismic survey project.]

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**PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA**

President Ogle called for public comment.

**Carrie Henson**, Soldotna addressed the assembly regarding funding the Permanent Fund Dividend and the Fair Share Act.

**Tyson Cox**, Soldotna addressed the assembly regarding the final report and recommendations of the Election Stakeholders Group.

**Fred Sturman**, Soldotna addressed the assembly regarding the set net fishing industry on the Kenai and the possibilities of a fish box tax.

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

**ITEMS NOT COMPLETED FROM PRIOR AGENDA**

None.

**UNFINISHED BUSINESS**

None.

**NEW BUSINESS**

## Resolutions

[2019-045](#)

A Resolution Supporting the Kenai Peninsula Coordinated Public Transit-Human Services Transportation Plan to be Submitted to the State of Alaska Department of Transportation and Public Facilities (Mayor)

**Dunne moved to adopt Resolution 2019-045.**

President Ogle called for public comment with none being offered.

**Dunne moved to amend Resolution 2019-045 as follows:**

Amend the final Whereas clause to read, "at its meeting of August 12, 2019, the Kenai Peninsula Borough Planning Commission recommended approval by unanimous consent."

**The motion to amend Resolution 2019-045 carried by the following vote:**

**Yes:** 9 - Fischer, Bagley, Hibbert, Carpenter, Blakeley, Cooper, Smalley, Ogle, and Dunne

**Dunne moved to postpone Resolution 2019-045 to September 3, 2019.**

Assembly Member Hibbert spoke in support of the postponement of Resolution

2019-045.

**The motion to postpone Resolution 2019-045 to September 3, 2019 carried by the following vote:**

**Yes:** 9 - Fischer, Bagley, Hibbert, Carpenter, Blakeley, Cooper, Smalley, Ogle, and Dunne

### 3. Other

[KPB-2260](#) Approval of the Proposition Summary to be Included in the Voter Pamphlet for Proposition No. 1 – Adopting a Manager Plan of Government to be Effective after the 2020 Election

**Bagley moved to approve the proposition summary for Proposition No. 1.**

**Fischer moved to amend the proposition summary as follows:**

Delete the third paragraph of the proposition summary, "[ACCORDING TO THE DIVISION OF COMMUNITY AND REGIONAL AFFAIRS RECORDS, 12 OF THE 19 BOROUGHES IN ALASKA HAVE A MANAGER FORM OF GOVERNMENT.]"

President Ogle called for public comment.

**Tyson Cox**, Soldotna spoke in support of the proposition summary for Proposition No. 1 as written.

**Fred Sturman**, Soldotna spoke in opposition to the proposition summary for Proposition No. 1.

**Carrie Henson**, Soldotna spoke in opposition to the Fischer amendment.

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

Assembly Member Smalley spoke in opposition to the Fischer amendment.

**The motion to amend the proposition summary for Proposition No. 1 failed by the following vote:**

**Yes:** 1 - Blakeley

**No:** 8 - Fischer, Bagley, Hibbert, Carpenter, Cooper, Smalley, Ogle, and Dunne

**The motion to approve the proposition summary for Proposition No. 1 carried by the following vote:**

**Yes:** 7 - Bagley, Hibbert, Carpenter, Cooper, Smalley, Ogle, and Dunne

**No:** 2 - Fischer, and Blakeley

## MAYOR'S REPORT

1. Assembly Requests/Responses
2. Agreements and Contracts
  - a. [KPB-2251](#) Authorization to Award a Contract for ITB20-005 CPL Well & Probe Replacement Project 2019 to Discovery Drilling, Inc., Anchorage, AK.
  - b. [KPB-2252](#) Authorization to Award a Contract for ITB20-002 Flintlock Lane, Bidarki Drive, Bridger Road, Project No. 55BDR to J.C. Johnson & Sons of Anchor Point, AK.
  - c. [KPB-2253](#) Authorization to Award a Contract for ITB20-003 Tim Ave., Muir St., Creek View Road Project No. W4TIM to Paul's Services of Anchor Point, AK.
  - d. [KPB-2254](#) Authorization to Award a Contract for ITB20-001 Glenn Road & Kipling Circle Project No. S7GLE to J.C. Johnson & Sons of Anchor Point, AK.
3. Other
  - a. [KPB-2255](#) Certificate of Achievement for Excellence in Financial Reporting for the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended June 30, 2018
  - b. [KPB-2256](#) Presentation: Sovala Kisen, Claims Manager, "Kenai Peninsula Borough Safety"
  - c. [KPB-2257](#) Investment Report - Quarter Ended 06/30/19

#### **PUBLIC COMMENTS AND PUBLIC PRESENTATIONS**

President Ogle called for public comment.

**Carrie Henson**, Soldotna addressed the assembly regarding carbon pricing and climate change.

**Fred Sturman**, Soldotna continued his comments regarding the fishing industry on the Kenai.

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

#### **ASSEMBLY COMMENTS**

Assembly Member Dunne stated it was an honor to participate in the Alaska Municipal League's conference in Soldotna and said he always got a lot out of their conferences. Mr. Dunne discussed the wildfires on the south peninsula and thanked all the fire fighting agencies for all their hard work. He stated it was sad that the "Fire Wise" program had been cut over the years. He thanked Ms. Henson for her comments regarding carbon pricing and climate change.

Assembly Member Blakeley wished everyone a good evening.

Assembly Member Cooper thanked Dan Nelson and Brenda Ahlberg from the borough and all the other agencies for their hard work on the wildfires.

Assembly Member Smalley congratulated Teri Carter and Rhonda Krohn on their retirement. Mr. Smalley gave a brief overview of the Alaska Municipal League conference he attended in Soldotna. He stated the City of Soldotna did a great job sponsoring the event. Mr. Smalley congratulated Brandi Harbaugh and the entire the Finance Department on receiving their award.

Assembly Member Hibbert thanked Office of Emergency Management for all their hard work. He stated he stepped down from the Kenai Peninsula Tourism and Marketing Council's board. He stated he attended a Homeless Connect meeting and said they were going to have another one this winter. Mr. Hibbert thanked the residents of the Kenai for lending a hand to those in need during the wildfires, stating he loved living here.

Assembly Member Carpenter stated he was sending out prayers to the firefighters and their families. He hoped everyone was staying safe.

Assembly Member Bagley thanked the firefighters and utility personnel for responding to the fire in Big Eddy. Mr. Bagley shared Soldotna High School Football's standings for 2019, stating it was amazing what that football program has accomplished over the years.

President Ogle stated he enjoyed the Risk Management presentation regarding safety and thanked Mayor Pierce for his attention to the safety of borough employees. Mr. Ogle congratulated Brandi Harbaugh and her team for their recent award. He also congratulated the Election Stakeholders Group, stating the final report was an excellent result. Mr. Ogle thanked John Blankenship, Borough Clerk and Paul Ostrander, Kenai City Manager for all their hardwork. He wished Teri Carter a happy retirement and thanked her for her many years of service. Mr. Ogle echoed the assembly members' previous comments, thanking the firefighters and emergency personnel for all their hard work on the wildfires.

## **INFORMATIONAL MATERIALS AND REPORTS**

**ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS**

- 1. September 3, 2019 Regular Assembly Meeting  
6:00 PM Betty J. Glick Assembly Chambers, Soldotna, Alaska

**ADJOURNMENT**

With no further business to come before the assembly, President Ogle adjourned the meeting at 7:52 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of August 20, 2019.

\_\_\_\_\_  
Johni Blankenship, MMC, Borough Clerk

Approved by the Assembly: \_\_\_\_\_





Introduced by: Carpenter, Mayor  
Date: 08/20/19  
Hearing: 09/03/19  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2019-19-07**

**AN ORDINANCE APPROPRIATING \$1,500 FOR THE COSTS OF PRINTING AND DISTRIBUTING INFORMATION ABOUT THE BALLOT PROPOSITION SEEKING VOTER APPROVAL TO INCREASE THE MAXIMUM AMOUNT OF A SALE SUBJECT TO THE BOROUGH SALES TAX TO \$1,000, EXCEPT RESIDENTIAL RENTS, TO ENSURE COMPLIANCE WITH LEGAL RESTRICTIONS ON THE USE OF BOROUGH FUNDS AND ASSETS RELATED TO BALLOT PROPOSITIONS**

**WHEREAS,** the assembly approved ordinance 2019-15, providing for the submission of a ballot proposition to the qualified voters of the Kenai Peninsula Borough concerning the proposed increase to the maximum amount of a sale subject to the borough sales tax to \$1,000, except for residential rents; and

**WHEREAS,** the administration is preparing educational information relating to this ballot proposition which is intended to be factual and objective; and

**WHEREAS,** AS 15.13.145 prohibits municipalities from influencing the outcome of an election concerning a ballot proposition unless funds have been specifically appropriated for that purpose by municipal ordinance; and

**WHEREAS,** KPB 4.10.100 prohibits the use of public funds, facilities, equipment or supplies purchased with public funds, and services of public employees in-kind to promote the passage of a ballot proposition; and

**WHEREAS,** the determination of what explicitly constitutes influencing or supporting passage of a ballot proposition is an undefined, subjective area; and

**WHEREAS,** to avoid potential expenses should a complaint be filed alleging that the borough's material and presentations were intended to promote or influence the outcome of the election, an appropriation of sufficient funds to pay costs of preparing and disseminating the material and acknowledging that they may be seen as intended to influence the outcome of the election is in the best interest of the borough;

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

**SECTION 1.** The sum of \$1,500 is hereby appropriated from the General Fund, fund balance account 100.00000.00000.27910, to account number 100.11210.20TAX.43011, which may be used to influence the outcome of the election on October 1, 2019, on

the ballot proposition concerning the proposed increase to the maximum amount of a sale subject to the borough sales tax to \$1,000, except for residential rents.

**SECTION 2.** Notwithstanding KP.B 4.10.100, the mayor and his staff are authorized to publicly distribute hand-outs and make presentations related to the proposed change to the sales tax cap in the ballot proposition with costs not to exceed the appropriated funds.

**SECTION 3.** This ordinance shall become effective immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2019.**

\_\_\_\_\_  
Wayne H. Ogle, Assembly President

ATTEST:

\_\_\_\_\_  
Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough  
Finance Department

**MEMORANDUM**

**TO:** Wayne Ogle, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Kenn Carpenter, Assembly Member  
Charlie Pierce, Borough Mayor

**FROM:** Brandi Harbaugh, Finance Director

**DATE:** August 8, 2019

**SUBJECT:** Ordinance 2019-19-07, Appropriating \$1,500 for the Costs of Printing and Distributing Information about the Ballot Proposition Seeking Voter Approval to Increase the Maximum Amount of a Sale Subject to the Borough Sales Tax to \$1,000, Except for Residential Rentals, to Ensure Compliance with Legal Restrictions on the Use of Borough Funds and Assets Related to Ballot Propositions (Carpenter, Mayor)

The administration is planning to provide information to the public about a pending ballot proposition that, if approved by voters, would increase the maximum amount of a sale subject to the borough sales tax to \$1000 except for residential rents.

Alaska Statute 15.13.145 prohibits the use of public funds to influence the outcome of an election, except that AS 15.13.145(b) allows public funds to be used to influence the outcome of an election if specifically appropriated for that purpose by municipal ordinance. The administration is seeking an appropriation of \$1,500 by the assembly to cover the costs of printing and distributing information about the ballot proposition to explicitly and fully comply with AS 15.13.145(b). The information would be factual and the printed material would be distributed at public meetings throughout the borough at which members of the public could share their views on the ballot proposition. Additionally, borough code prohibits the use of borough funds or public employees' in-kind services to promote the passage of ballot propositions. This ordinance would authorize the distribution of printed and electronic information by staff notwithstanding the code provision. While the administration believes the distribution of this information would not violate the code, this ordinance would resolve any potential legal issues by authorizing the dissemination of any prepared materials.

Your approval of this ordinance would be appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>100.00000.00000.27910</u>
Amount:	<u>\$1,500.00</u>
By: <u>pp</u>	Date: <u>8/8/19</u>



Introduced by: Mayor  
Date: 08/06/19  
Hearing: 09/03/19  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2019-21**

**AN ORDINANCE AMENDING KPB 21.02 REGARDING ADVISORY PLANNING  
COMMISSIONS ESTABLISHING AN ADVISORY PLANNING COMMISSION IN THE  
KALIFORNISKY AREA**

- WHEREAS,** the assembly has previously created local advisory planning commissions within the Kenai Peninsula Borough (“KPB”) for the purpose of providing recommendations to the KPB Planning Commission on land use planning and public land management issues which may affect the character of their communities; and
- WHEREAS,** Goal 1.1 of the 2005 KPB Comprehensive Plan is to increase community input in government decisions affecting communities within the borough; and
- WHEREAS,** Goal 1.1, Objective 1, Implementation Action A, of the 2005 KPB Comprehensive Plan states that the borough should encourage formation of advisory planning commissions in areas where there is a lack of local representation; and
- WHEREAS,** a petition, signed by over 20 qualified voters who are residents within the proposed boundary of the Kalifornsky Advisory Planning Commission, has been received by the borough clerk requesting the formation of an advisory planning commission in the Kalifornsky community; and
- WHEREAS,** on April 24, 2019, the KPB Planning Director held a community meeting to discuss the proposed boundary of the Kalifornsky Advisory Planning Commission; and
- WHEREAS,** the borough owns approximately 5,800 acres within the proposed boundaries of the Kalifornsky Advisory Planning Commission and the KPB Land Management Officer has indicated that additional community input is needed for the effective management of these lands; and
- WHEREAS,** at its meeting held on August 12, 2019, the KPB Planning Commission recommended \_\_\_\_\_;

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

**SECTION 1.** That the Kenai Peninsula Borough Code of Ordinances is hereby amended by adding a new section to be numbered 21.02.220, which shall read as follows:

**21.02.220. Kalifornsky Advisory Planning Commission.**

An advisory planning commission is established for the community of the borough known as Kalifornsky with boundaries as follows:

All uplands of T5N, R11W, lying south and west of the Kenai River excluding the cities of Kenai and Soldotna;

All uplands of sections 6, 7, 18, 19, 30, T5N, R10W, lying westerly and northerly of the Kenai River;

All of T4N, R11W, lying west of the Kenai National Wildlife Refuge;

All uplands T4N, R12W, lying east of Cook Inlet;

Sections 2-11, 16-18 T3N, R11W;

All uplands of Sections 1, 2, 11, 12, 13, T3N, R12W, lying east of the Kasilof River;

All within Seward Meridian, Alaska.

**SECTION 2.** That this ordinance shall become effective upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2019.**

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Wayne H. Ogle, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough  
Planning Department

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**MEMORANDUM**

**TO:** Wayne Ogle, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Mayor *CP*  
Max Best, Planning Director *MB*

**FROM:** Bruce Wall, Planner *BW*

**DATE:** July 25, 2019

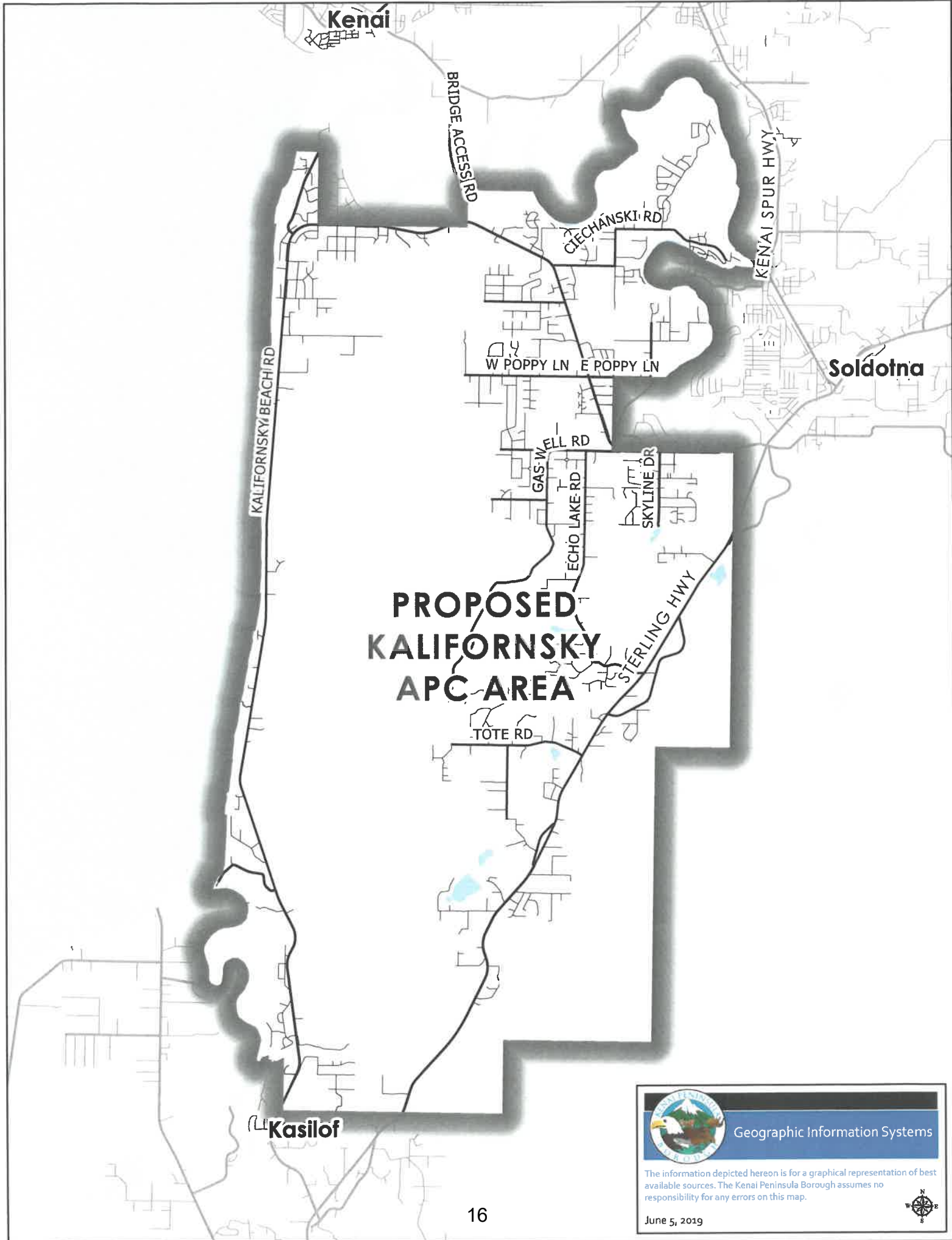
**RE:** Ordinance 2019-21, Amending KPB 21.02 Regarding Advisory Planning Commissions Establishing an Advisory Planning Commission in the Kalifornsky Area (Mayor)

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The Kenai Peninsula Borough has established Advisory Planning Commissions (APCs) in several communities throughout the borough including Hope, Moose Pass, Cooper Landing, Anchor Point, and Funny River. These APCs provide residents with an opportunity to participate in locally focused land use planning activities proposed for their community and to provide recommendations to the KPB Planning Commission on land use planning and public land management issues, which may affect the character of their communities.

A letter of interest and a petition have been received requesting that an Advisory Planning Commission be created in the Kalifornsky area (KPB 21.02.030). The planning director has held a community meeting to discuss the proposed boundaries of the APC (KPB 21.02.040). A map of the proposed boundaries is included in your packet. The mayor will appoint seven residents to the APC within 90 days of the adoption of this ordinance. These appointments will be presented to the assembly for confirmation.

The borough owns approximately 5,800 acres within the proposed boundaries of the Kalifornsky Advisory Planning Commission and the borough land management officer has indicated that additional community input is needed for the effective management of these lands. A number of other land use planning activities in the community would benefit from additional public input.




# PROPOSED KALIFORNISKY APC AREA



Geographic Information Systems

The information depicted hereon is for a graphical representation of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.

June 5, 2019





Robin Davis (Lt Col Ret)  
36485 Pingo St  
Soldotna, AK 99669  
2/7/2019

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

Dear Mayor Pierce:

I am a resident of the K-Beach area. Many of the residents of my community see a need to have an additional avenue to participate in land use planning activities proposed in our community. Please consider this a "letter of interest" and a request for your assistance in creating an Advisory Planning Commission in the K-Beach area. (KPB 21.02.030) For the purposes of creating the Advisory Planning Commission, I have agreed to be the designated coordinated for our community. Please call or email me if you have any questions. I look forward to your response.

Respectfully,



Robin Davis (Lt Col Ret)

Copies to:

Wayne Ogle Assembly President District 3 – Nikiski 50160 Birch Grove St. Kenai, Alaska 99611	Brent Hibbert Assembly Member District 1 - Kalifornisky 144 N. Binkley St Soldotna, AK 99669
Dale Bagley Assembly Member District 4 - Soldotna 144 N. Binkley St Soldotna, AK 99669	Hal Smalley Assembly Member District 4 - Soldotna 144 N. Binkley St Soldotna, AK 99669
Blair Martin Chairman Planning Commission 48500 Diamond M Ranch Rd Kenai, AK 99611-6449	Robert Ruffner Vice Chair Planning Commission 48460 Lakeside Ave Soldotna, Ak 99669

Kenai Peninsula Borough  
Office of the Borough Clerk

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**MEMORANDUM**

**TO:** Charlie Pierce, Borough Mayor  
Max Best, Planning Director  
Bruce Wall, Planner

**FROM:** Johni Blankenship, MMC, Borough Clerk

**DATE:** March 29, 2019

**RE:** K-Beach Advisory Planning Commission (APC) Petition of Interest

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Robin Davis filed a completed "Petition of Interest" form with the Borough Clerk's Office on March 28, 2019.

Signatures of 27 residents were reviewed and are qualified per KPB 21.02.030 (F) (*inserted below for your ready reference*); therefore, the petition is deemed to be valid.

*KPB 21.02.030 (F) A petition must be signed by at least twenty (20) qualified voters who are residents within the proposed boundary. The petition shall be filed with the borough clerk. The clerk shall proceed to make a determination as to the validity of the signatures on the petition and whether the petition contains the required number of signatures. The borough clerk shall then deliver the petition to the mayor, along with a written copy of the results of the validity of the signatures.*

Petition of Interest  
Kenai Peninsula Borough  
Planning Department

144 North Binkley Street  
Soldotna, Alaska 99669-7599

Phone: (907) 714-2200  
Fax: (907) 714-2395

**Submission Deadline** 5-20-2019 (to be completed by KPB staff)

**RECEIVED**

**MAR 28 2019**

Borough Clerk's Office  
Kenai Peninsula Borough

FOR OFFICIAL USE ONLY

This form is intended to establish interest in the creation of an advisory planning commission in the area of the Kenai Peninsula Borough commonly known as:

**K-Beach**

The "letter of interest" submitted to the Mayor on February 7, 2019 designated Robin Davis, 36485 Pingo Street, Soldotna, Alaska 99669 as the coordinator.

The petition deadline is 90 days from the date this form is sent to the coordinator. Sent on: 2-19-19  
(to be completed by KPB staff)

The proposed boundary is provided on the **attached map** and is described as:

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KPB 21.02.030

## Petition of Interest to Form an Advisory Planning Commission

### CHAPTER 21.02. - ADVISORY PLANNING COMMISSIONS

21.02.010. - Purposes of an advisory planning commission.

Advisory planning commissions are established to provide:

- A. Residents with an additional avenue to participate in land use planning activities proposed for their community; and
- B. Recommendations to the Kenai Peninsula Borough planning commission and, to the assembly when requested by majority vote of the assembly on land use planning and public land management issues which may affect the existing and/or future character of the community.

21.02.020. - Powers and duties.

A. The APC may advise the borough planning commission regarding land use planning, public land management, or other issues within the community boundary, which may be subject to a vote of the planning commission.

B. Unless direct comments from the APC are requested by majority vote of the assembly, the APC may make recommendations to the planning commission for review and comment, and to be forwarded to the assembly regarding;

1. Needs in unincorporated legislative districts within the APC boundaries in assembly development of capital project plans, legislative matters affecting land use or the disposal of borough lands or resources within APC areas, and other assembly actions affecting APC areas, all as provided for in KPB 22.40.190; and
2. Removal of deed restrictions as provided for in KPB 17.10.130(F)(4).

C. A recommendation from the APC to the planning commission, or to the assembly when requested by majority vote of the assembly, shall be submitted in writing to the planning director. Recommendations shall be signed by the APC chairperson or his/her designee.

21.02.030. - Creation.

A. Any person or group may send a "letter of interest" to the mayor requesting assistance in creating an advisory planning commission.

B. The letter of interest shall designate a coordinator.

C. Upon receipt of the letter of interest, the mayor will send the coordinator a copy of this chapter, a "petition of interest" form, and a letter establishing a deadline for the petition to be returned.

D. The petition deadline shall be 90 days from the date the forms are sent to the coordinator.

E. If the petition is not received by the deadline, the process of forming the requested APC will be discontinued.

F. A petition must be signed by at least twenty (20) qualified voters who are residents within the proposed boundary. The petition shall be filed with the borough clerk. The clerk shall proceed to make a determination as to the validity of the signatures on the petition and whether the petition contains the required number of signatures. The borough clerk shall then deliver the petition to the mayor, along with a written copy of the results of the validity of the signatures.

G. Upon receipt of the petition of interest, the mayor shall either submit an ordinance to the assembly to create a new APC, if the petition is determined to be valid, or if invalid, notify the petitioners that process has terminated due to an invalid petition.

H. Within 90 days of enactment of an ordinance creating a new APC, the mayor shall appoint the members to the advisory planning commission.

## Petition of Interest to Form an Advisory Planning Commission

- 21.02.040. - Establishing the boundaries.
- A. Boundaries of an APC shall be established for purposes of determining the area of influence and clarifying the area affected by any recommendations which may be proposed.
- B. The planning director shall organize a community meeting to discuss the proposed boundary.
- C. The proposed boundaries shall be included in an ordinance establishing an APC.
- 21.02.050. - Nominations for membership.
- A. Except as provided in subparagraph D below, nominations for commission membership may be submitted to the mayor by a nonprofit community organization within the APC boundary, or by any resident who may wish to place a name in nomination. Nomination forms shall be available through the mayor's office and the planning department.
- B. Except as provided in subparagraph D below, the mayor shall verify nominees are qualified voters of the KPB whose permanent place of residence, as referred to in KPB 5.12.105, is located within the APC boundaries.
- C. Except as provided in subparagraph D below, a person may nominate himself or herself by submitting the appropriate form to the mayor's office.
- D. The mayor shall select for appointment the ex officio member of the Kachemak Bay Advisory Planning Commission from a list of recommended qualified nominees, as defined in KPB 21.02.060(B), submitted by the Homer City Council.
- 21.02.060. - Qualified nominee.
- A. Except as provided below in subparagraph B, to qualify as a nominee, an individual must:
1. Physically reside within the boundaries; and
  2. Be registered to vote within the precinct or precincts which are covered by the boundaries.
- B. To qualify as a nominee for the Kachemak Bay Advisory Planning Commission ex officio member, an individual must serve on the City of Homer Advisory Planning Commission.
- 21.02.070. - Appointment confirmation.
- A. The mayor shall submit APC appointments to the borough assembly for confirmation within 30 days of appointment.
- B. Within 15 days of confirmation the borough assembly president, or its designee, shall send a confirmation letter to the appointee with copies to the mayor and planning director.
- 21.02.080. - Term of office.
- A. Each APC shall consist of not more than seven voting members. An ex officio nonvoting eighth member shall serve on the Kachemak Bay Advisory Planning Commission.
- B. Members shall be appointed to seats A through G for a term of three years, except in the case of a newly created commission when seats A and B are appointed for an initial term of one year; seats C and D are appointed for an initial term of two years; and seats E, F, and G are appointed to three-year terms. The ex officio member of the Kachemak Bay Advisory Planning Commission shall serve on seat H. The ex officio member's term shall coincide with that member's term on the City of Homer Advisory Planning Commission.
- C. At the initial meeting, members shall draw for seats.
- D. Except in the case of a new APC, a term shall begin on October 1st and end on September 30th. In the case of a new APC the term shall begin upon appointment confirmation.
- 21.02.090. - Election of officers.

## Petition of Interest to Form an Advisory Planning Commission

At the organizational meeting, the commission shall elect officers to hold office until the first scheduled meeting in October. Thereafter, election of officers shall be held annually at the commission's first meeting in October. The APC shall elect by majority vote of the commission and from commission members a chair and such other officers as the commission shall determine desirable.

### 21.02.100. - Vacancies.

A. Vacancies on the commission are created upon declaration of vacancy by the commission if a member:

1. Fails to qualify or has an unexcused absence for the first meeting after the borough assembly has confirmed the appointment;
2. Is physically absent from the APC area for a 90-day period, unless excused by the commission;
3. Resigns and his/her resignation is accepted;
4. Is physically or mentally unable to perform the duties of his/her office;
5. Misses three consecutive regular meetings unless excused;
6. Is convicted of a felony; and
7. Changes residency to a location outside of the APC boundary for a period longer than 60 days.

B. The commission shall post notice of a commission vacancy in a prominent place within the community, such as the post office or a community bulletin board, for a 30-day period after the commission declares a vacancy or 30 days before the term expires.

C. Vacancies on the commission shall be filled in the same manner as prescribed above. The appointment shall be to fill the unexpired term or for a 3-year term if no unexpired term remains.

### 21.02.110. - Guidelines for APC meeting procedures.

A. The individual APCs shall set a regular meeting schedule to include at least one meeting per quarter and develop agendas to meet the needs of the community. An APC may set additional meetings as may be necessary to fulfill the requirements of this chapter.

B. Proposed agendas and meeting minutes shall regularly be sent to the planning director in a timely manner.

C. Notice of any meeting of the APC will be posted one week prior to the scheduled date of the meeting in a prominent place within the community.

D. Notices shall state the date, time, place and purpose of the meeting.

E. Notices shall include a phone number to contact for further information and an address to send written comments.

F. Four commission members shall constitute a quorum. Any recommendations forwarded to the planning commission, or to the assembly upon assembly request by majority vote, shall require the affirmative vote of four commission members.

G. Unless otherwise established, advisory planning commissions shall operate in accordance with Roberts Rules of Order, current edition. If requested, a copy of Roberts Rules of Order shall be supplied by the mayor's office or the planning department.

H. APCs shall comply with all provisions of the Alaska Open Meetings Act established pursuant to AS 44.62.310 through AS 44.62.312.

I. Members shall comply with the requirements of KPB Chapter 2.58.

21.02.120. - Notification by the planning department to APCs.

## Petition of Interest to Form an Advisory Planning Commission

The planning director shall regularly send notification to all members of the advisory planning commission any land use planning, public land management issues, or other issues which may be of local interest to the APC.

21.02.130. - Compensation prohibited.

All APC commission members serve without compensation.

21.02.140. - Plan preparation—Expenses.

A. The APC shall prepare from time to time plans for the systematic development and betterment of the community as a place of residence or for business. The necessary expenses of the advisory planning commission may be paid out of the borough treasury in the same manner as other expenses of the borough government, within the limits of appropriations by the assembly for that purpose. In no event may an advisory planning commission be authorized to expend borough funds or to create a deficit.

B. The APC shall provide the planning director with an estimated annual budget by January 3rd each year.

C. Expenses may include advertising, copying, mailings and other routine items as determined by the planning director to be necessary to fulfill the requirements under 21.02.020.

D. There shall be no expenditure of borough moneys without prior written authorization of the planning director.

21.02.150. - Definitions.

A. "APC" means advisory planning commission.

B. "Letter of interest" is a letter sent to the mayor stating there is interest in starting the process of forming an advisory planning commission in an area.












C. "Meeting" is defined in AS 44.62.310(h)(2)(B) as now enacted or as may be hereinafter amended.

D. "Petition of interest" is a petition form, prepared by the planning department, to be used to obtain signatures of residents interested in forming new APC.

E. "Planning director" is the principal executive officer of the department as defined in Kenai Peninsula Borough Code Chapter 2.36.

F. "Prominent place" means a public location visited during normal business hours by most residents within a community.

Petition of Interest to Form an Advisory Planning Commission

	Printed Name	Signature	Residence Address	Verifier Voter Number, Date of Birth or Last 4 SSN
1.	Robin Davis		36485 Pingo St. Soldotna, AK 99669	
2.	Karen W. Davis	Karen W. Davis	36485 Pingo St. Soldotna, AK 99669	
3.	Julie Reynolds		48580 Prairie Ave. Soldotna, AK 99669	
4.	Michael D. Reynolds		48580 PRAIRIE AVE SOLDOTNA, AK 99669	
5.	FATRICK HAYLOCK		36470 Pingo St Soldotna, AK 99669	
6.	ANNA HAYLOCK		36470 Pingo St Soldotna, AK 99669	
7.	Debbie Hamilton		48705 Runners Ave Soldotna, AK 99669	
8.	MAT WIDAMAN		36394 Pingo St Soldotna, AK 99669	
9.	Jill DuFloth		36394 Pingo St. Soldotna, AK 99669	
10.	Dennis Estrander		48585 Runners Soldotna, AK 99669	
11.	Carolyn Estrander		48585 Runners Ave. Soldotna, AK 99669	
12.	Lindsey Wolfe		30430 Wake Forest Ct. Soldotna, AK 99669	

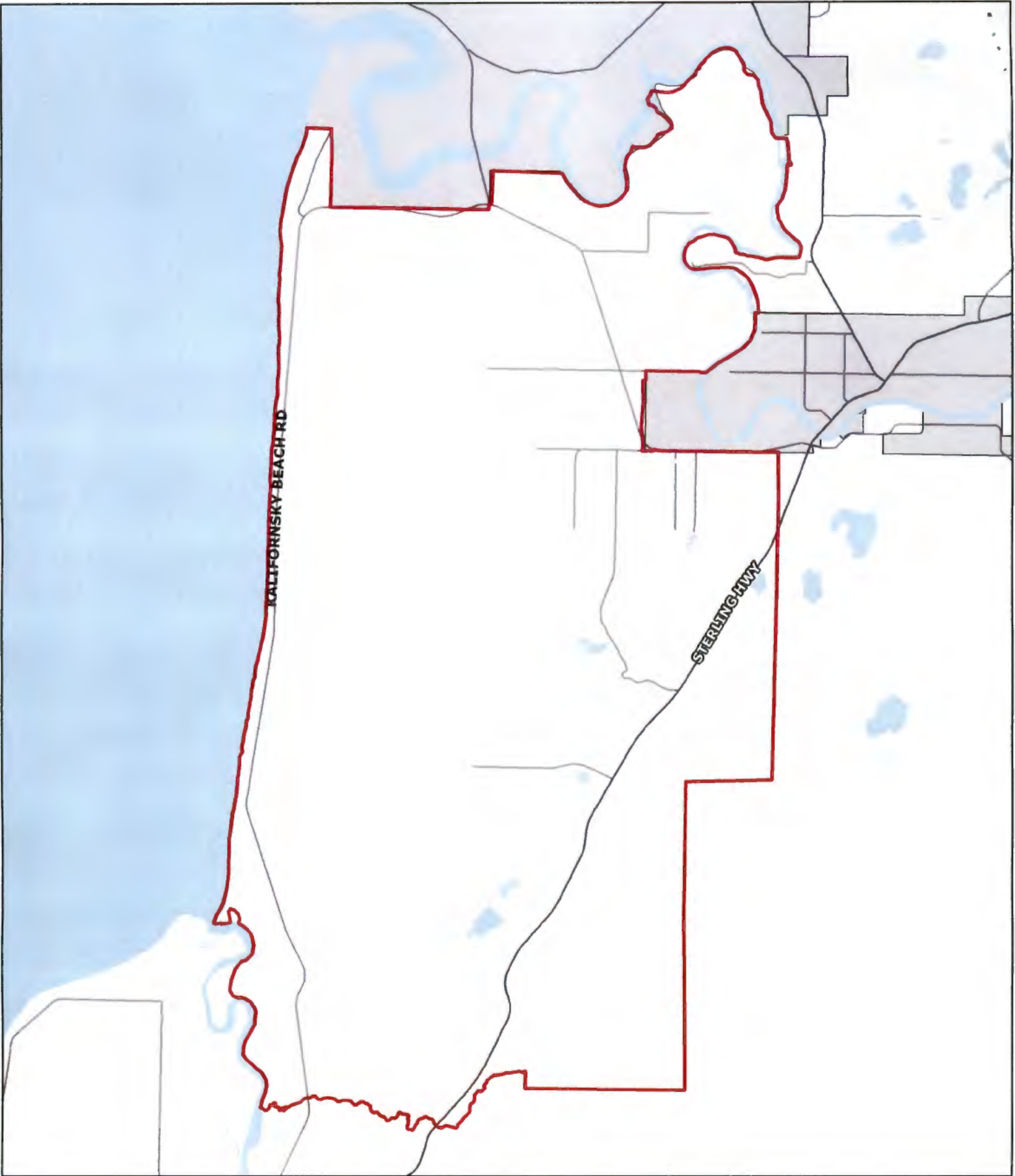


Petition of Interest to Form an Advisory Planning Commission

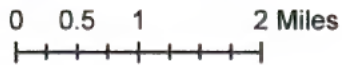
	Printed Name	Signature	Residence Address	Verifier Voter Number, Date of Birth or Last 4 SSN
13.	George Walters		36455 Wake Forest Soldotna, AK 99669	
14.	Ted McMillinray		48757 Bernice Ave Soldotna AK 99669	
15.	Kalyn McGillivray		48757 Bernice Ave Soldotna AK 99669	
16.	Shannon McCloud		48757 Bernice Ave 99669	
17.	Anthony Prior		48650 Murwood Ave, Soldotna AK 99669	
18.	<del>Danna</del> Danna Prior		48650 Murwood Ave Soldotna, AK 99669	
19.	STEVEN WORTHAM		36501 PINGO ST. SOLDOTNA AK 99669	
20.	BETHANY WORTHAM		36501 PINGO ST. SOLDOTNA AK 99669	
21.	BRETT ALLEMANN		48675 Runners Ave Soldotna, AK 99669	
22.	Tiffany Allemann		48675 Runners Ave Soldotna, AK 99669	
23.	Laurie Walters		36455 Wake Forest C Soldotna, AK 99669	
24.	Bruce Will		48740 Wendy Ln Soldotna AK 99669	

Petition of Interest to Form an Advisory Planning Commission

	Printed Name	Signature	Residence Address	Verifier Voter Number, Date of Birth or Last 4 SSN
25.	STEPHEN K. WIPMER	<i>[Signature]</i>	48425 MURWOOD AVE. SOLDOTNA 48500 O'donoghue Ranch	██████, ██████ ██████, ██████
26.	Blair Martin	<i>[Signature]</i>	Tenai AK 99611	██████, ██████ ██████, ██████
27.	Teresa Ostrander	<i>[Signature]</i>	Soldotna AK 99611 48445 Runners Ave	████████████████████
28.				
29.				
30.				
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36.				



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.



**Proposed Boundaries for K-Beach Area  
Advisory Planning Commission**



Date: 2/8/2019



Introduced by: Mayor  
Date: 08/20/19  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2019-045**

**A RESOLUTION SUPPORTING THE KENAI PENINSULA COORDINATED PUBLIC  
TRANSIT-HUMAN SERVICES TRANSPORTATION PLAN TO BE SUBMITTED TO  
THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC  
FACILITIES**

- WHEREAS,** individuals with limited incomes and people with disabilities rely heavily, sometimes exclusively, on public and specialized transportation services to live independent and fulfilling lives; and
- WHEREAS,** public and specialized transportation services are essential for travel to work and medical appointments, to run essential errands, or simply to take advantage of social or cultural opportunities; and
- WHEREAS,** under the Moving Ahead for Progress in the 21<sup>st</sup> Century Act, projects funded by Federal Transit Administration (“FTA”) Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities program must be included in a locally developed, coordinated public transit-human services transportation plan (“Plan”); and
- WHEREAS,** the Alaska Department of Transportation and Public Facilities requires any human service transit projects funded by the Alaska Mental Health Trust to also be included in the Plan; and
- WHEREAS,** the FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program provides operating and capital assistance funding to provide transit and purchase of services to private nonprofit agencies, federally recognized tribes, and to qualifying local public bodies that provide specialized transportation services to elderly persons and to persons with disabilities; and
- WHEREAS,** the Alaska Mental Health Trust provides grants to private nonprofit agencies, federally recognized tribes, and to qualifying local public bodies that serve community transit needs of trust beneficiaries; namely, Alaskans who experience mental illness, developmental disabilities, chronic alcoholism with psychosis, or Alzheimer's disease and related dementia through funding for operating assistance, purchase of services, capital and coordinated transportation system planning; and

**WHEREAS,** a local committee with participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation providers, human services providers, and other members of the public met August 9, 2018, November 13, 2018, February 12, 2019, March 12, 2019, and May 20, 2019; and

**WHEREAS,** the local committee reviewed and recommended through consensus that the Kenai Peninsula Coordinated Public Transit-Human Services Transportation Plan be submitted to the State of Alaska Department of Transportation and Public Facilities; and

**WHEREAS,** to be eligible for federal and state transit funding the Alaska Department of Transportation and Public Facilities requires the plan and project priority list be supported by a local governing body; and

**WHEREAS,** at its meeting on August 12, 2019, the Kenai Peninsula Borough Planning Commission recommended \_\_\_\_\_;

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

**SECTION 1.** That the Kenai Peninsula Borough Assembly supports the local committee's update of its Kenai Peninsula Coordinated Public Transit-Human Services Transportation Plan.

**SECTION 2.** That this resolution shall become effective upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 20TH DAY OF AUGUST, 2019.**

---

Wayne H. Ogle, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough  
Planning Department

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**MEMORANDUM**

**TO:** Wayne Ogle, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Mayor *CP*  
Max Best, Planning Director *MB*

**FROM:** Bruce Wall, Planner *BW*

**DATE:** August 2, 2019

**RE:** Resolution 2019-045, Supporting the Kenai Peninsula Coordinated Public Transit-Human Services Transportation Plan to be Submitted to the State of Alaska Department of Transportation and Public Facilities (Mayor)

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Providing public transportation is essential to people with special transportation needs, individuals with limited income and people with disabilities that rely heavily, sometimes exclusively, on public and specialized transportation services to live independent and fulfilling lives. These services are necessary for travel to work and medical appointments, to complete errands, or simply to take advantage of social or cultural opportunities.

The attached resolution supports a local committee's efforts to update the Kenai Peninsula Coordinated Public Transit-Human Services Transportation Plan ("Plan"). The local committee is made up of diverse stakeholders, including nonprofit, medical, tribal, governmental, private agencies and individuals that were tasked with reviewing and updating the Plan. Through consensus, the updated Plan will be submitted to the Alaska Department of Transportation and Public Facilities for the purpose of applying for federal pass-through funding from Federal Transit Administration programs as well as the Alaska Mental Health Trust. The Plan and project priorities must be supported by a local governing body for the project to be eligible for federal and state transit funding.

Draft Public Transportation Plan  
Provided in the August 20, 2019  
Assembly Packet



Introduced by: Mayor  
Date: 09/03/19  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2019-046**

**AN RESOLUTION APPROVING A SOLE SOURCE AWARD TO DATA CLOUD  
SOLUTIONS, LLC FOR THE PURCHASE AND IMPLEMENTATION OF  
MOBILEASSESSOR<sup>SM</sup> SOFTWARE**

**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 a mobile solution for capturing field inspections will greatly improve the efficiency and number of parcels inspected annually; and

**WHEREAS,** the Kenai Peninsula Borough Assessing Department uses Thomson Reuters ProVal CAMA for real property valuation; and

**WHEREAS,** Data Cloud Solutions LLC product MobileAssessor<sup>SM</sup> is the only mobile CAMA product available that is supported by Thomson Reuters for use with ProVal CAMA; and

**WHEREAS,** other counties that are currently utilizing the MobileAssessor<sup>SM</sup> product have reported finishing their annual field visits (and data entry) six to fifteen weeks early, have seen decreased mileage consumption, and have greatly reduced their paper consumption which have all lead to cost saving measures;

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

**SECTION 1.** That the assembly approves the sole source purchase of software and implementation of the MobileAssessor<sup>SM</sup> software with Data Cloud Solutions, LLC.

**SECTION 2.** That this resolution shall become effective immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD DAY OF SEPTEMBER, 2019.**

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Wayne H. Ogle, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Assessing Department

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### MEMORANDUM

**TO:** Wayne Ogle, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Mayor *CP*

**FROM:** Melanie Aeschliman, Director of Assessing *MA*  
John Hedges, Purchasing and Contracting Director *JH*  
Brandi Harbaugh, Finance Director *BH*

**DATE:** August 22, 2019

**RE:** Resolution 2019- 046, Approving a Sole Source Award to Data Cloud Solutions, LLC for the Purchase and Implementation of MobileAssessor<sup>SM</sup> Software (Mayor)

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The Kenai Peninsula Borough (KPB) Assessing Department is requesting authorization to sole source the purchase of the MobileAssessor<sup>SM</sup> software solution with Data Cloud Solutions, LLC (DCS) as approved in the fiscal year 2020 budget.

KPB currently utilizes Thomson Reuters (TR) ProVal CAMA product to maintain and record assessment appraisal information. TR does not provide a mobile solution for the ProVal application. In 2018, TR endorsed DCS MobileAssessor<sup>SM</sup> as a partner and authorized their mobile solution as an option for ProVal clients. DCS MobileAssessor<sup>SM</sup> is the only supported mobile application compatible with the current CAMA software.

The assessment appraisal division has consistently failed to meet the borough code mandated 5-year cycle for updating and inspecting properties within the boundaries of the KPB. Implementation of the MobileAssessor<sup>SM</sup> software will allow appraisal staff to make direct updates to property records in the field. This will reduce staff time spent in preparation of paper files and forms carried out into the field on a daily basis and will directly increase the amount of field hours spent by staff while conducting canvassing and routine inspections. In addition to there being less preparation time spent in the office, use of the mobile application will also decrease the time spent at each property by providing staff the ability to quickly make minor updates to properties on site.

The assessing department requests authorization of DCS as the sole source vendor for the purchase, implementation and support of this mobile software solution.

We respectfully request your approval and support for this purchase. Funding for this project is in account numbers 100.11510.00000.43019 for annual operating maintenance and 705.94910.20E07.48311 for one-time project implementation costs.

<b>FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED</b>	
Acct. No.	<u>100.11510.00000.43019</u>
Amount:	<u>\$6,553.00</u>
By: <u>pp</u>	Date: <u>8/20/19</u>

<b>FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED</b>	
Acct. No.	<u>705.94910.20E07.48311</u>
Amount:	<u>\$129,575.00</u>
By: <u>pp</u>	Date: <u>8/20/19</u>

**SOFTWARE LICENSE and  
RELATED PROFESSIONAL SERVICES  
AGREEMENT**

**APPRAISAL TECHNOLOGY INTEGRATION  
TO FACILITATE KENAI PENINSULA BOROUGH, AK'S DISCOVERY & APPRAISAL  
OF REAL ESTATE AND EQUALIZATION OF VALUES**

This Software License and Professional Services Agreement ("Agreement") is made as of the effective date specified in this agreement by and between Data Cloud Solutions, LLC ("DCS") an Ohio Limited Liability Company having a principal place of business at 4 West Main Street - Suite 908, Springfield, Ohio 45501-2194 and Kenai Peninsula Borough Assessor's Office located at 144 North Binkley Street, Soldotna, Alaska 99669 ("Customer"). Collectively, DCS and Customer shall be known as the Parties.

**RECITALS**

**WHEREAS** Customer, pursuant to state law, is responsible for uniform and accurate real estate assessments according to fair market value, and

**WHEREAS** Customer has the desire to acquire and implement a number of technology based resources for improved and more cost-efficient performance of assessment demands and responsibilities, and

**WHEREAS** Customer has instituted a performance plan for the discovery and valuation of new construction, scheduled appraisal updates, and on-going equalization based upon the approach of empowering in-house resources in conjunction with its already implemented technologies (e.g., GIS) and CAMA databases without requiring a time consuming rollout period, and

**WHEREAS** Customer wishes to now bring those technologies and databases into an integrated and synchronized mobile environment for onsite property data verification and correction, new construction data collection, appeal related property reviews, and values equalization including scheduled appraisal updates and on-the-fly uniformity assurance efforts, and

**WHEREAS** DCS is engaged in the business of developing and selling **CAMA Cloud<sup>SM</sup> software**; including MobileAssessor<sup>SM</sup>, and its desktop Administrative & Quality Control modules (hereinafter referred to as "Software"), and providing services with respect to same;

**WHEREAS** DCS possess the expertise and the resources to perform the professional services as required to meet the herein stated goals and requirements of Customer.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

- 1) Term.** This Agreement, including the End User License Agreement (“EULA”) attached hereto and incorporated herein by reference, and in which Customer shall be referred to as “Licensee”, shall **commence on the later of August 22, 2019\* or the Effective Date of this Agreement (page 8)** and **end on June 30, 2024** then automatically renew each subsequent year with annual maintenance and support running from July 1 through June 30 of the subsequent year until Customer provides written notice to terminate no less than 45 days prior to an upcoming renewal term. The services hereunder shall be provided by DCS in accordance with the following schedule:
- a) **Standard Implementation (Phase 1, Part A):** October 29, 2019 – February 3, 2020
    - i) Installation of CAMAcloud<sup>SM</sup> Synchronization Service on Customer’s Test environment; and,
      - (1) Base MobileAssessor<sup>SM</sup> software configuration
      - (2) Base Advanced Maps upgrade for MobileAssessor<sup>SM</sup> configuration
  - b) **Aumentum-tax + ProVal CAMA and Customer-specific Requirements Gathering:** February 26, 2020 – March 11, 2020
    - i) Property Class change(s) testing; and,
    - ii) Land Influences field collection for 4 required and additional optional values per parcel.
  - c) **Implementation of Customer-specific Enhancements (Phase 1, Part B):** March 18, 2020 – April 3, 2020
  - d) **Delivery of Standard Production Software and Training:** beginning on or before May 5, 2020; unless a later date is preapproved by Customer.
    - i) Provided that Customer has provided DCS with remote access to install Software on a server or virtual machine with **ODBC access to the ProVal (version 9+) CAMA TEST database and read/write privileges to the photo storage directories on or before November 6, 2019; and similar required access to the Production CAMA database by February 26, 2020.\***

*\*Each day after August 22, 2019 that this Agreement isn’t fully executed, or each day after November 6, 2019 and February 26, 2020 that the above referenced remote access (to Test and Production databases, respectfully) isn’t provided to DCS; then, DCS may shift all delivery dates by fifteen (15) to sixty (60) days, at DCS’ sole discretion.*
  - e) **Other Product Enhancements Requirements Gathering and Implementation (Phase 2, Part A):** June 8, 2020 – July 14, 2020
    - i) Percent Complete and Quality Calculation within MobileAssessor<sup>SM</sup> with an exportable report (Excel, PDF, and Word) from CAMAcloud<sup>SM</sup>
    - ii) Integration with Customer's own ArcGIS webservice for MobileAssessor's integrated online access to Customer's own imagery, features, etc.
  - f) **Other Product Enhancements Requirements Gathering and Implementation (Phase 2, Part B):** July 27, 2020 – September 2, 2020
    - i) Multiple Assessment Years in MobileAssessor<sup>SM</sup> (Current + Future)
    - ii) Offline Cached Point File (e.g., E-911 or similar 'point' location for driveway/access, or as created by Customer)
  - g) **Hosting, Maintenance, and Support:** May 5, 2020 – 11:59pm June 30, 2024, then automatically renew each subsequent year with annual maintenance and support running from July 1 through

June of the subsequent year until Customer provides written notice to terminate no less than 45 days prior to an upcoming renewal term.

- h) **Nota Bene:** All project implementation dates referenced in this Agreement shall extend by no less than six (6) additional weeks in total if at-will remote connection (VPN + RDP, or similar) is not granted to a test or beta environment; and, resolution of any production issue requiring connection will extend by three (3) additional days if at-will remote connection isn't granted on the production installation site.

**2) Scope of Services.** DCS shall provide to Customer professional services regarding the provision, set-up, and implementation of up to **66,000 real property accounts**; and training of Software on Customer hardware, including:

- a) **Ten (10) field appraiser iPad Air (10.5") (year 2019+) or iPad Pro Generation 3+ (11") LTE (or newer with an A12 or A12X Bionic chip with Neural Engine, 64-bit architecture, and an embedded M12 coprocessor; or better) machines** remotely loaded with Customer's technology-based resources including CAMA data, GIS data, and up to one street level photograph of each parcel.

Each of the CAMA Cloud<sup>SM</sup> licensed devices (**10 mobile + 7 desktop administrative consoles**) can be operated in at least one or more combinations of the following functions (depending on final configurations, role settings, and mobile field appraisal versus office quality control):

- Sketch editing and creation
- Automated/Dynamic parcel visitation routing
- New construction field listing
- Updated street level photography
- Sales and market data validation
- Desktop review of properties via the admin console with streaming dashboards, Quality Control, Tracking, and Reporting modules
- Reappraisal data verification / collection
- Market areas statistical review and delineation notation
- Land and building values equalization review
- Reappraisal valuations final field review
- Administrative monitoring of work performance with real-time management QC review, management of field operations, live mobile application tracking, and audit trails.
- Appeals' field checks

- b) **MobileAssessor Upgrade – Advanced Maps:** implementation and maintenance.

Each of the Software licensed devices can be operated in or otherwise have integrated access to at least one or more combinations of the following upgraded functions (within MobileAssessor):

- Cache Customer's own GIS streets layer
- OpenStreetMaps integration
- Dynamic, Customer-configurable thematic heat maps

- Integration with 3<sup>rd</sup> party aerial imagery services (e.g., Pictometry Connect, Sanborn, NearMap)

Additional Customer-requested enhancements to Advanced Maps will be developed by DCS 11-16 weeks following production training:

1. Offline cached GIS points file (e.g., E-911 or similar 'point' location for driveway/access, or as created by Customer)
2. Integration with Customer's ArcGIS web-service (i.e., "online access to Customer's own imagery, features, etc.")

c) **MobileAssessor Upgrade – Class/Quality Calculator:** implementation and maintenance.

Each of the Software licensed devices can be operated in or otherwise have integrated access to DCS' Class Calculator with the following upgraded functions (within MobileAssessor):

- Quality consistently calculated in a uniform and accurate manner based upon:
  - Customer's current Quality rankings, and
  - Objective data components initially populated by MobileAssessor users
- Warning to MobileAssessor user if the calculated Quality is different than the existing data
- Subjectivity great reduced or removed from the Quality declaration process

d) **MobileAssessor Upgrade – Leica Disto Laser Sketch Integration:** implementation and maintenance.

Each of the Software licensed devices can be operated in or otherwise have integrated access to at least one or more combinations of the following upgraded functions (within MobileAssessor):

- Measurements sent via Bluetooth from Disto D810 (or other DCS approved and support Disto models) to MobileAssessor's sketch interface
- MobileAssessor sketch information then synchronized to Customer's native CAMA sketch format

e) **Additional Development for Customer-requested Enhancements:** Parties shall mutually agree to designs and schedules with DCS project management, business analysis, and requirements gathering efforts not to exceed 20 hours; and DCS development efforts shall not exceed 80 hours. If additional hours are required, they will be billed at an hourly rate of \$165.

The following items shall be considered for development by DCS before any other Customer-requested enhancements without prior written consent by Customer to the contrary:

1. Multiple years within MobileAssessor (i.e., Current + Future)
2. Percent complete and quality calculators with exportable reports and/or files
3. Extra beta period and training for Aumentum property class and other critical data edits; and, requirements gathering for required land influence factors

Any additional professional services hours required shall be billable by DCS to Customer on a time and materials basis, as may be needed and only as preapproved in writing by Customer.



- f) Setup assistance of Customer supplied iPad Air (10.5") (year 2019+) **or iPad Pro Generation 3+ (11")** **LTE** (or newer with an A12 or A12X Bionic chip with Neural Engine, 64-bit architecture, and an embedded M12 coprocessor; or better) mobile devices.
- g) Training of Customer in the use of Software, including the field appraisal functions and administrative management functions; not to exceed 2.5 onsite days in total. Training shall be in conducted in the following allotment(s):
- i) no more than two sessions containing 2-3 consecutive business days each; and
  - a) additional days of training can be purchased on an as-needed basis.

Any additional onsite training or professional services (including any excess) shall be billable by DCS to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

- h) Software as a Service (SaaS) hosting and implementation, covering all pertinent residential and commercial real property CAMA data-field mapping (see ii below), by DCS for the duration of licensed use by Customer.
- i) Customer must provide CAMA data, GIS shapefiles, and subject matter experts related to Customer data, workflow, and business processes in a format and manner deemed acceptable by DCS (e.g., Microsoft Access database, csv's, and/or SQL export; parcel boundaries shapefile, etc). All such data provided by Customer shall remain the property of Customer, notwithstanding anything in this Agreement, including Exhibit "A", to the contrary.
  - ii) up to 150 read-only fields and 125 Editable Fields. Each extra read-only field would require an additional \$100 one-time fee (not recurring costs). Each extra editable field would require an additional \$450 one-time fee plus \$125/field/year in additional annual maintenance and support.
- i) Standard Maintenance and Support as described in this Agreement & the attached EULA. In the event of any conflict between the provisions of this Agreement and the EULA, the terms of this Agreement shall control.
- a) *Premium Support and Professional Services are available for an additional time and materials fee, or a discounted rate for longer term commitments. Some examples of premium services include analyses of Customer specific use cases by DCS staff with executive authority with regard to software enhancements, change orders, and project management decisions; including, (a) mobile device mass appraisal and integrated field review best practices, (b) business process/requirements analysis, change management, and workflow optimization, and (c) appraisal analytics, consultation, and rates development. Onsite observations and findings shall be applied to Software training as applicable to the proper collection and incorporation of market data.*

Any professional services in excess of the amounts described in this Agreement shall be billable by DCS to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

- 3) License and Professional Fees for Software and/or Hardware Services.** All licensing and implementation services set forth in this Agreement shall be completed for a sum not to exceed **\$91,075 plus \$3,850** (including the advanced maps, class calculator, and disto laser sketching upgrades) **per mobile license granted in this Agreement (reference Section 2a).**

- a) All bills properly rendered shall be due within thirty (30) days of the date of the invoice. Any bill unpaid after thirty (30) days shall be subject to a one percent (1%) per month interest rate for each month or part thereof that the bill remains unpaid.
- i) 50% of Software license and Professional fees (\$64,787.50) plus 100% of Hardware services (\$0) shall be invoiced upon the due execution of this Agreement. *First installment not to exceed \$64,787.50.*
  - ii) 15% of Software license and Professional fees (\$19,436.25) shall be invoiced after DCS installs the CAMAcloud Synchronization Service on Customer's test environment and within 15 days of Customer beginning their beta testing. *Second installment not to exceed \$19,436.25.*
  - iii) 20% of Software license and Professional fees (\$25,915) shall be invoiced within 15 days of Customer successfully completing beta test cases; and, prior to DCS installing Software in a production environment. *Third installment not to exceed \$25,915.*
  - iv) 15% of Software license and Professional fees (\$19,436.25) shall be invoiced within 15 days of DCS delivering the product enhancements identified in subsections 2)b) and 2)c) above. *Final installment not to exceed \$19,436.25.*
- b) Customer may add additional licenses after the execution of this Agreement under the following conditions:
- (1) Customer requests a Purchase Order from DCS,
  - (2) Customer signs the purchase authorization on the Purchase Order provided by DCS,
  - (3) 100% of additional license fees are paid within 30 days of activation,
    - (a) additional mobile licenses can be purchased at then current rates, each; and
    - (b) additional desktop administrative console licenses are \$1,000 each.
- c) Customer may add additional CAMA Cloud<sup>SM</sup> modules and upgrades after the execution of this Agreement under the following conditions:
- (1) Customer requests a Purchase Order from DCS,
  - (2) Customer signs the purchase authorization on the Purchase Order provided by DCS,
  - (3) 100% of additional upgrades fees are paid within 30 days of activation,
    - (a) additional modules will be set at then current rates,
    - (b) additional upgrades will be set at then current rates.
- d) If Customer determines that DCS is not in compliance with the terms of this Agreement, Customer may suspend payments until DCS is in compliance with the terms and conditions of this Agreement.
- i) Full payment by Customer to DCS shall be immediately due if the parties agree that DCS was not able to fulfill the requirements of this Agreement due to any inability of Customer to rectify any unreasonable working environment issues, for which Customer is accountable for, that interferes with DCS' ability to successfully complete agreed upon services.

**4) Annual Hosting, SaaS, Maintenance and Support Fees for Software.** Yearly annual maintenance and support for which Customer shall be responsible to pay DCS an annual sum not

to exceed **\$10,538<sup>1</sup> plus \$962.50<sup>2</sup> per mobile license** (including the advanced maps, class calculator, and disto laser sketching upgrades) **plus \$250 per additional admin console license**. Customer will be entitled to product Updates during the term of this Agreement, which include releases that correct identified errors in Software (including revisions or dot releases), and product Upgrades, which are subsequent versions of Software, and provide new or enhanced functionality.

- a) Full (non pro rata) annual maintenance begins July 1, 2020 and the first full annual total is due no later than July 31, 2020.
  - i) 100% of pro-rated Annual Maintenance and Support fees (\$20,163 less pro-rata and miscellaneous discounts 13,610 = \$6,553) shall be invoiced within 15 days after the first day of Customer field appraisal staff receiving any training as referenced in Section 2 above. ***Pro-rated maintenance through June 30, 2020 not to exceed \$6,553.***
- b) Yearly annual maintenance and support fees may increase to then current rates if Customer adds additional modules, switches CAMA systems, or upgrades after the execution of this Agreement as referenced in Sections 3)b) and 3)c).
- c) There is no credit or refund in the one-time license fees if the quantity of mobile licenses or upgrades is decreased at any point in the future, but the annual maintenance and support fees shall decrease by the then applicable and respective maintenance rate(s) per removed license or upgrade, per year.

**5)** DCS will provide standard support services on Software products in use by Customer and will use reasonable efforts to respond to all service inquiries within two (2) business days. However, DCS cannot guarantee response times for those inquiries requiring substantial research or if Customer does not provide sufficient details or reproduction steps.

- i) For each software product for which Customer has purchased, they will be provided with installation, basic set-up, problem analysis, problem resolution, and preventative or corrective service information and efforts to reproduce and correct errors identified by Customer or determine that errors are not reproducible.
- b) Example: The pro-rated portion of 7/1/2019 – 6/30/2020 maintenance amount of \$6,553 will be due prior to June, 2020. Then the first full year annual maintenance and support of \$20,163 – \$23,913 shall be due by 7/31/2020; then the second full year annual maintenance and support of ~\$24,749.96 shall be due by 7/31/2021; then the third full year annual maintenance and support of ~\$24,749.96 shall be due by 7/31/2022; then the third full year annual maintenance and support of ~\$24,749.96 shall be due by 7/31/2023; for which maintenance and support shall expire at the end of 6/30/2024 if Customer provided a forty-five (45) day notice to cancel, else renew annually until such notice is provided.
  - (1) ~Each of the above amounts can increase or decrease based upon the then current, applicable, and respective number of licenses or upgrades added or removed after the execution of this Agreement, in accordance with Sections 3 and 4; or, if in the event of no upgrades then the annual maintenance amounts may increase by an amount not to exceed 3.5% from one year to the next.

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<sup>1</sup> This base fee will increase by \$2,000 per year after multiple assessment year functionality is delivered by DCS to Customer – i.e., \$12,538.

<sup>2</sup> This per mobile license fee will increase by \$100 each per year after multiple assessment year; and by \$75 each per year after integration with Customer's ArcGIS web-service, functionalities are delivered by DCS to Customer – i.e., \$1,062.50 for current + future years, and \$1,137.50 total after ArcGIS integration.

- 6) Reimbursement of Expenses.** DCS shall be responsible for all direct expenses of DCS with regard to its performance of its services under this Agreement, including travel, lodging and per diem expenses; with exception for any support or professional services in excess of any of the above described hours/days/licenses shall be billable by DCS to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.
- 7) Mutual Mediation Clause.** Upon demand by either party, the parties agree to mediate any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including but not limited to the determination of the scope or applicability of this agreement to mediate. This clause shall not prevent either party from initiating any claim or suit, but if exercised by a party, both parties agree to stay any litigation for a reasonable time pending the mediation.
- 8) Non-Waiver by Parties.** No act or omission of any party shall be construed as constituting or implying a waiver by such party of any default hereunder or of any breach or non-observance of the provisions hereof on the part or the other party or as a surrender of any of the rights of such party resulting therefrom, unless expressly consented to in writing by the party waiving such right.
- 9) Confidentiality.** The parties agree to hold each party's confidential information in strict confidence and to take reasonable precautions to protect such confidential information (including, without limitation, all precautions each party employs with respect to its own confidential information); unless disclosing-party of confidential information authorizes disclosure in writing. Customer shall not be in breach of this Agreement, including Exhibit "A", in the event Customer is required by law, court order or enforceable subpoena to turn over any information, software or other data that is otherwise confidential hereunder. Provided however Customer will give DCS prompt written notice within seven business days of Customer's receipt of any legal action, order or subpoena to allow DCS to seek whatever protections it deems advisable against such disclosure. This shall not require the Customer to give DCS notice of right to know (public records) requests under State law if the Customer denies the request to produce records. Confidential Information and Proprietary Information shall not include this Agreement or the End User License Agreement.
- 10) Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the laws governing this Agreement or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall then be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.
- 11) Amendments.** This Agreement may not be modified or changed in any respect whatsoever except by written amendment signed by each party.
- 12) Designated Representative.** Any notice that must be given under the present Agreement must be communicated in writing at the following addresses:

Person in charge of this project who will be available, knowledgeable, and authorized to execute binding agreements on behalf of DCS or Customer:

DCS: Daniel T. Anderson \*

Customer: Chris Tilly, Administration Manager \*\*

e-mail: dandeson@datacloudsolutions.net \*

E-mail: ctilly@kpb.us \*\*

*\*or then current DCS President,*

*\*\*or then current Assessor or Administration Manager*

*Copy to: records@datacloudsolutions.net*

**13) Entire Agreement.** The present Agreement, attached Schedules and Exhibits, and/or Purchase Orders constitutes the full and complete understanding and agreement of DCS and Customer (and Software Licensee) and supersedes all prior negotiations, understandings and agreements pertaining to the subject matter of this Agreement. This Agreement may be supplemented by one or more Purchase Orders, which will be deemed to be part of this Agreement when signed by each party.

THE PARTIES HEREBY AGREE TO ALL OF THE ABOVE TERMS AND HAVE EXECUTED THIS AGREEMENT BY A DULY AUTHORIZED REPRESENTATIVE.

EFFECTIVE DATE: \_\_\_\_\_ {                      } \_\_\_\_\_

ACCEPTED BY (“DCS”):  
Data Cloud Solutions, LLC

ACCEPTED BY (“Customer”):  
Kenai Peninsula Borough, AK

\_\_\_\_\_  
Authorized Signature  
  
\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Title

The undersigned hereby certifies that the above and foregoing SOFTWARE LICENSE AND RELATED PROFESSIONAL SERVICES AGREEMENT FOR APPRAISAL TECHNOLOGY INTEGRATION TO FACILITATE Kenai Peninsula Borough, AK’s DISCOVERY & APPRAISAL OF REAL ESTATE AND EQUALIZATION OF VALUES, was approved.

\_\_\_\_\_  
Authorized Signature  
Kenai Peninsula Borough, AK

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of an amount not to exceed \$136,128 payable between September, 2019 – June, 2020 which is hereby authorized.

Funds for future years are subject to appropriation in the Customer's then current annual budget and are not guaranteed, but are projected to be \$20,163 – \$23,913 payable in July, 2020 and then \$23,913 - \$26,600 payable in July of each subsequent year for ongoing annual maintenance and support. ***See Section 3-5 for proposed schedule of payments' due dates.***

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature  
Account No. (if applicable) \_\_\_\_\_

## EXHIBIT "A"

### End User License Agreement ("EULA")

#### DEFINITIONS.

1.1 "Purchase Order" has the meaning set forth in Section 2.

1.2 "Floating User" means the number of undesignated concurrent users specified in any Purchase Order who may simultaneously access and use the Licensed Software, subject to the license granted herein.

1.3 "Named User" means the number of users specified in any Purchase Order who are employees or authorized contractors of Licensee and specifically designated to use the Licensed Software, subject to the license granted herein.

1.4 "Licensed Software" means the proprietary software of Data Cloud Solutions, LLC (in object code format only) and related documentation that is identified in any mutually agreed upon Purchase Order or Agreement.

1.5 "Business Unit" means the specific city/county/Customer division or operations unit identified in a Purchase Order for which Licensee is authorized to use the Licensed Software.

1.6 "Intellectual Property Rights" means any and all rights, whether or not registered, that may exist from time to time in this or any other jurisdiction under patent law, copyright law, moral rights law, publicity rights law, trade secret law, trademark law, unfair competition law or other similar protections.

#### 2 PURCHASE ORDERS.

2.1 Licensee may issue to Data Cloud Solutions, LLC ("DCS") written Purchase Orders identifying the Licensed Software (as defined below) and services Licensee desires to obtain from DCS (the "Purchase Order(s)"). Such Purchase Orders shall be consistent with the terms and conditions of this Agreement. It is the parties' intent that the initial version of each Purchase Order shall be generated by DCS. DCS shall accept any mutually agreeable Purchase Orders or alterations thereto which do not establish new or conflicting terms and conditions from those set forth in this Agreement and the exhibit(s) attached hereto or entered into pursuant to the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Purchase Order, the applicable terms of this Agreement shall prevail over the conflicting terms of such Purchase Order. DCS may reject a Purchase Order that does not meet the conditions described above by promptly providing to Licensee a written explanation of the reasons for such

rejection. In order to be valid, all Purchase Orders submitted by Licensee must be substantially in the form of Purchase Order attached hereto and shall be executed by authorized representatives of each party prior to taking effect. Each executed Purchase Order shall be attached hereto and incorporated herein as Purchase Order 1, 2, et seq.

#### 3 LICENSE.

3.1 Grant of License. Subject to the terms of this Agreement and any applicable Purchase Order, DCS hereby grants to Licensee a non-exclusive, non-transferable, non-sublicenseable, restricted license to use the Licensed Software for internal purposes only, for the specific business purposes and Business Unit (if applicable), and during the license term specified in a Purchase Order (the "License"). The License permits employees and authorized users of Licensee to use the Licensed Software, subject to the number of Floating Users and/or Named Users specified in the Purchase Order.

3.2 Prohibited Uses. Licensee may not (i) transfer all or any portion of the Licensed Software to a different computer configuration or permit use by third parties or other functionally independent business units affiliated with Licensee or affiliates of Licensee, (ii) reinstall or use the Licensed Software or documentation following the expiration or termination of this Agreement unless it enters into an additional license agreement with DCS, (iii) attempt to circumvent any technical devices of the License Software that are directed at, or have the effect of, enforcing the terms of this Agreement, (iv) make copies of the Licensed Software other than for backup, training, testing or other internal support reasons, or (v) modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied to Licensee. Licensee may not remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, notice or legend on any copy of the Licensed Software, the media on which it is contained, or related data, documentation or other materials. Licensee may not market, sell, lend, rent, lease, or otherwise distribute the Licensed Software. Except as otherwise expressly provided herein, Licensee may not assign, sublicense or otherwise transfer any rights in or to the Licensed Software. The Licensed Software shall not be used under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement.

3.3 Designated Hardware. Licensee agrees to operate the Licensed Software on hardware meeting or exceeding the requirements as specified in a Purchase Order or this Agreement or otherwise recommended by DCS. Licensee acknowledges and agrees that the License is restricted to city/county/Customer operations only, and that the Licensed Software may not be installed on hardware not owned and operated by Licensee.

3.4 Database. Licensee agrees that the database created by DCS and its architecture are key components of Software that is also being licensed concurrently with this Agreement. The database may be subject to copyright protection by DCS. Licensee acknowledges that any alteration of the database – even in the case of changing data that may be owned by Licensee – that is performed by software that is not the Licensed Software and/or by an agent that is not associated with DCS is inconsistent with the License granted under this Agreement and may cause the Licensed Software to malfunction or affect the integrity of the data in the database, and that DCS can no longer warrant the accuracy of the data or the database. Licensee shall not permit any third party or third party software product to access the database except with the prior written consent of DCS.

#### SERVICES.

4.1 Professional Services. DCS shall provide professional services (“Services”) as described in Purchase Orders to assist with data conversion, system implementation and configuration, customization, and installation, or in connection with other activities as may be described in Purchase Orders. Subject to the mutual agreement of the parties in a Purchase Order or this Agreement, DCS personnel will perform these Services at the rate and charges set forth in such Purchase Order; plus applicable travel, meal and lodging expenses if preapproved by Customer.

4.2 Maintenance and Support Services. DCS shall provide maintenance and support services (“Maintenance”) as described in Purchase Orders or this Agreement to maintain the Licensed Software and to provide technical support, Licensed Software updates, and other services as described in Purchase Orders or this Agreement. Unless otherwise set forth in an applicable Purchase Order, support calls for service will be provided during normal business hours, and will be responded to in a maximum of 2 days for standard inquiries and 6 hours for emergency inquiries from the time the call was placed or 8 hours for premium support services (if purchased); or otherwise resolved as soon as reasonably possible as defined within this Agreement. Licensee understands and agrees that if Licensee discontinues and then resumes the use

of Maintenance, Licensee will be required to pay DCS the entire Annual Maintenance and Support Services Fees for the period of discontinuance, plus any Maintenance Services then commencing.

#### 5 FEES AND EXPENSES.

5.1 In consideration for the License and the Services and Maintenance to be provided by DCS, Licensee shall pay the fees as indicated in the applicable Purchase Order. Licensee will pay these fees within thirty (30) days of the date of the invoice, unless otherwise stipulated in the Purchase Order or this Agreement. Thereafter, all past due balances shall accrue interest at the rate of 1% per month. Licensee agrees that the SaaS CAMA Cloud<sup>SM</sup> applications are available only through a rental time-based subscription basis and the failure to pay any fees related thereto greater than sixty (60) days shall permit DCS to deny Licensee- without notice - access to those aspects of the Software until full payment for all amounts owing are paid in full.

#### 6 PROPRIETARY RIGHTS AND CONFIDENTIALITY.

6.1 Licensee understands and agrees that the Licensed Software, related data, documentation, and all other information and materials provided by DCS to Licensee (the “Proprietary Information”) are confidential and that DCS has and will have exclusive Intellectual Property Rights in such Proprietary Information.

6.2 Licensee acknowledges and agrees that no title or ownership of the Licensed Software or any of DCS’s Intellectual Property Rights is transferred to Licensee by this Agreement and that the Licensed Software and all Intellectual Property Rights are and will remain the exclusive property of DCS. Except as otherwise expressly set forth in any Purchase Order or this Agreement, DCS shall own all right, title, and interest in and to all Deliverables that are written or created by DCS personnel alone or jointly with Licensee or third parties in connection with this Agreement. “Deliverable” shall mean any work product, software, co-development, analysis, or other deliverable(s) produced for or delivered to Licensee under this Agreement in connection with a Purchase Order.

6.3 Licensee agrees not to make any claim or representation of ownership of any of the Licensed Software and all related data, documentation and other materials, including any Deliverables. Subject only to the rights expressly granted to Licensee under this Agreement according to the non-exclusive License herein, all rights, title and interest in and to the Licensed Software including without limitation the Proprietary Rights will remain with and belong exclusively to DCS. This is a software license agreement and not an agreement for the sale of the Licensed Software.



6.4 Licensee agrees to keep all Licensed Software (including all related data, documentation and other materials) and other confidential information of DCS confidential and agrees not to sell, assign, distribute or disclose any Licensed Software or any portion of the Licensed Software to any other person or entity. Licensee agrees to advise its employees, agents and consultants of the confidential and proprietary nature of the Licensed Software (including all related data, documentation and other materials) and of the restrictions imposed by this Agreement, and agrees to confine access to Licensee's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement. Demonstrating the capability of the system to competing property assessment jurisdictions, competing vendors, and/or competing agents/consultants shall be a disclosure of the Licensed Software that constitutes a material breach of this Agreement.

6.5 DCS agrees to keep confidential all of Licensee's confidential information, and agrees not to sell, assign, distribute or disclose any such confidential information to any other person or entity. DCS agrees to advise its employees, agents, and consultants of the confidential and proprietary nature of such confidential information and of the restrictions imposed by this Agreement, and agrees to confine access to DCS's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement and by law.

6.6 The provisions of this Section 6 apply to the Licensed Software as originally delivered by DCS and as modified or otherwise enhanced and to any data, documentation, other materials and information regarding the Licensed Software that has been given to Licensee prior to the Effective Date, and apply to Licensee and to all employees, agents, consultants and affiliates of Licensee.

6.7 Licensee agrees to assist DCS in stopping and preventing any possession or use of the Licensed Software (including all related data, documentation and other materials) by any person or entity not authorized by this Agreement to have such possession or use, and will cooperate with DCS in any litigation that DCS determines is reasonably necessary to protect the Proprietary Rights.

6.8 The parties agree that any breach of the provisions of this Section 6 will cause substantial damages, that the amount of such damages is difficult to determine with precision, and that any remedies at law for such a breach will entitle the owner of the confidential information or Proprietary Information as the case may be, in addition to any other remedies it may have, to temporary and permanent injunctive and

other relief, without the necessity of posting bond or proving actual damages.

## 7 INDEMNITY.

7.1 DCS will indemnify and defend Licensee, at DCS's expense, against any claim or any action brought, and will pay any and all costs, liabilities, expenses, settlements, or judgments finally awarded in favor of a third party against Licensee, based upon any claim that the Licensed Software infringes any valid U.S. patent, copyright or trade secret, provided that Licensee: (i) promptly notifies DCS in writing of any such claim; (ii) gives DCS full authority and control of the settlement and defense of the claim; (iv) has not made any admission or offer to settle and (iv) fully cooperates with DCS in the defense of such claims, including providing adequate assistance and information. The indemnity provided hereunder shall not apply to amounts paid in settlement of any claim if such settlement is made without DCS's prior written consent.

7.2 This indemnity does not apply to, and DCS will have no obligation to Licensee for, any infringement claim that arises from: (i) any modification to the Licensed Software by anyone other than DCS unless approved in writing by DCS; (ii) modifications made by DCS at Licensee's request in compliance with Licensee's design, specifications or instructions; (iii) use of the Licensed Software other than as specified in this Agreement or in the applicable documentation; (iv) use of the Licensed Software in conjunction with third-party software, hardware or data other than that with which the Licensed Software is specifically designed to be used, solely as expressly specified in the documentation or this Agreement, or (v) use of a prior version of the Licensed Software, if the infringement claim could have been avoided by the use of the current version of the Licensed Software.

7.3 If an infringement claim arises, or in DCS's reasonable opinion is likely to arise, DCS may at its own expense and in its own discretion obtain for Licensee the right to continue using the Licensed Software, modify the Licensed Software to make it non-infringing, or substitute other Licensed Software of substantially similar capability and functionality. If none of these options are reasonably available to DCS, DCS may terminate the License for the infringing Licensed Software and refund to Licensee the License fee paid for the infringing Licensed Software, less a reasonable charge for Licensee's use of the Licensed Software prior to such termination. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF DCS AND THE EXCLUSIVE REMEDIES OF LICENSEE WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR INTELLECTUAL PROPERTY RIGHTS VIOLATIONS.

## 8 WARRANTY AND LIMITATION OF LIABILITY.

8.1 DCS warrants that as of the Effective Date of this Agreement, (i) it has the authority to grant the License under this Agreement to Licensee; (ii) any Services provided under this Agreement and any Purchase Orders will be performed in a professional and workmanlike manner; and (iii) the Licensed Software will conform substantially to its documentation for thirty (30) days from go-live delivery. Licensee's sole remedy for a breach of the express warranties in this section shall be repair or replacement of the Licensed Software or reperformance of any applicable Services within a reasonable time.

8.2. DCS MAKES NO OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE LICENSED SOFTWARE OR ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. DCS DOES NOT WARRANT THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, DCS HAS NO DUTY TO UPDATE, MAINTAIN OR PROVIDE ANY ENHANCEMENTS FOR THE LICENSED SOFTWARE.

8.3 EXCEPT FOR DAMAGES ARISING FROM THE BREACH OF EITHER PARTY'S INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OR THE CONFIDENTIAL OBLIGATIONS SET FORTH HEREIN, IN RELATION TO ALL PURCHASE ORDERS AND THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY IN THE AGGREGATE FOR DAMAGES IN EXCESS OF ANY AMOUNTS ACTUALLY PAID TO DCS HEREUNDER.

8.4 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, WHICH INCLUDES BUT IS NOT LIMITED TO LOST PROFITS OR LOST SAVINGS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 9 TERM AND TERMINATION.

9.1. The term of this Agreement shall begin on the Effective Date and continue in effect until terminated as provided herein or otherwise stipulated in the Agreement. In the event that either party fails at any time to comply with any of its

obligations under this Agreement and fails to cure such breach within thirty (30) calendar days after the giving of a written notice of breach that describes in reasonable detail the alleged breach, the other party may terminate this Agreement effective on the 31<sup>st</sup> day after the original written notice of breach unless some interim arrangement has been reached between the parties during the 30-day cure period. If Licensee breaches any provision of Section 3 or Section 6, DCS may terminate this Agreement immediately upon written notice to Licensee. Upon termination, Licensee shall immediately destroy all copies of the Licensed Software, and certify to DCS that it has retained no copies of the Licensed Software. Upon termination, regardless of the reason for termination, Licensee shall pay DCS all undisputed Fees or expenses then due or incurred up to the time of termination. The rights and responsibilities of the parties pursuant to paragraphs 3.2, 5, 6, 8.2, 8.3, and paragraph 10 shall survive the expiration or termination of this Agreement.

9.2 NON-APPROPRIATION. DCS acknowledges that Licensee is a governmental entity and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not appropriated for the performance of Licensee's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Licensee thirty (30) days after written notice to DCS of the non-appropriation of public funds. It is expressly agreed that Licensee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. Any services performed by DCS prior to its receipt of notice of the Licensee's intent to terminate this Agreement in accordance with this paragraph shall nonetheless be paid to DCS, including all non-refundable amounts.

## MISCELLANEOUS.

10.1 Except for Customer's obligation to pay DCS, Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

10.2 This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns; provided however, that (i) Licensee may not assign or otherwise transfer this Agreement or any of its rights and/or obligations

hereunder without the prior written consent of DCS, and (ii) DCS may only transfer or assign its rights and obligations under this Agreement to an affiliate, in connection with a merger or acquisition or in connection with a corporate reorganization.

10.3 No delay, omission or failure to exercise any right or remedy under this Agreement will be deemed to be a waiver of such right or remedy or acquiescence to the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.

10.4 DCS and Licensee are independent contractors with respect to one another under this Agreement, and neither one is a partner, joint venture, employee, agent or legal representative of the other for any purpose.

10.5 This Agreement will be governed by and construed in accordance with the laws of the United States and the state of Customer's address as entered prior to the Recitals of this Agreement, without respect to conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from application to this Agreement.

10.6 If any provision of this Agreement or compliance by any of the parties with any provision of this Agreement constitutes a violation of any law, or is or becomes unenforceable or void, then such provision, to the extent only that it is in violation of law, unenforceable or void, shall be deemed modified as necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. If such modification is not possible, such provision, to the extent that it is in violation of law, unenforceable or void, shall be deemed severed from the remaining provisions of this Agreement, which provisions will remain in full force and effect.

10.7 In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable, under present or future laws, then (i) such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof, (ii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement, and (iii) there will be added automatically as a part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

10.8 The parties may make disclosures regarding this Agreement required by legal, accounting, or regulatory agencies. Subject to the confidentiality restrictions set forth in Section 6 above and applicable law, the parties may create and distribute media releases, public announcements, or make public disclosures regarding the existence of the Agreement and such releases, announcements and disclosures may include the name trademark or logo of either of the parties, and be posted on the parties' respective web sites. Any media release or public announcement by Licensee regarding this Agreement shall be subject to prior approval by DCS. DCS may disclose Licensee's name on a list of customers.

10.9 This Agreement will become effective only upon execution of this Agreement by an authorized officer of DCS and Licensee.

10.10 Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated below, or at such other address as may hereafter be furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of (i) the date it is delivered in the case of delivery by hand or overnight delivery, (ii) on the date of facsimile if sent by confirmed facsimile, and (iii) three (3) days after deposit in the mail in the case of certified mail delivery. Copies of all notices to DCS shall be sent to: Data Cloud Solutions, LLC, 4 West Main Street, Suite 908, Springfield, OH 45501; and, Data Cloud Solutions, LLC, PO Box 2194, Springfield, OH 45501; and a PDF copy to [records@datacloudsolutions.net](mailto:records@datacloudsolutions.net)

10.11 The Uniform Computer Information Transactions Act does not apply to this Agreement.

10.12 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Such counterparts may be sent via facsimile or in PDF format via email.



Introduced by: Dunne, Hibbert  
Date: 09/03/19  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2019-047**

**A RESOLUTION ADOPTING JOINT RESOLUTION NO. 2019-001 OF THE  
ASSEMBLY OF THE KENAI PENINSULA BOROUGH AND COUNCILS OF THE  
CITIES OF HOMER, KACHEMAK, KENAI, SELDOVIA, SEWARD AND SOLDOTNA,  
SUPPORTING THE RECOMMENDATIONS OF THE KENAI PENINSULA  
BOROUGH’S ELECTION STAKEHOLDERS GROUP AND DIRECTING STAFF TO  
EXPLORE IMPLEMENTATION OF THE RECOMMENDATIONS**

**WHEREAS,** the Kenai Peninsula Borough Assembly established the Election Stakeholders Group (“ESG”) through the direction and adoption of Resolution 2019-006, which included community members and members from many local governments in the borough, researched ways to increase voter participation by developing sustainable election processes that maximize accessibility and inclusivity; and

**WHEREAS,** after holding many public meetings throughout 2019 the ESG issued a final report with six specific recommendations regarding potential changes to borough code and election processes which are intended to achieve guiding principles initially adopted by the ESG; and

**WHEREAS,** Joint Resolution 2019-001 details the efforts of the ESG, supports its recommendations and directs staff to explore implementation of the recommendations;

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

**SECTION 1.** That the Kenai Peninsula Borough Assembly adopts Joint Resolution 2019-001.

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

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD DAY OF SEPTEMBER, 2019.**

---

Wayne H. Ogle, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

**KENAI PENINSULA BOROUGH  
CITY OF HOMER  
CITY OF KACHEMAK  
CITY OF KENAI  
CITY OF SELDOVIA  
CITY OF SEWARD  
CITY OF SOLDOTNA**

**JOINT RESOLUTION NO. 2019-001**

**A JOINT RESOLUTION OF THE ASSEMBLY OF THE KENAI PENINSULA  
BOROUGH AND COUNCILS OF THE CITIES OF HOMER, KACHEMAK, KENAI,  
SELDOVIA, SEWARD AND SOLDOTNA, SUPPORTING THE RECOMMENDATIONS OF  
THE KENAI PENINSULA BOROUGH’S ELECTION STAKEHOLDERS GROUP AND  
DIRECTING STAFF TO EXPLORE IMPLEMENTATION OF THE RECOMMENDATIONS**

- WHEREAS,** the Kenai Peninsula Borough Assembly established the Election Stakeholder Group (“ESG”) through the direction and adoption of Kenai Peninsula Borough (“KPB”) Resolution 2019-006; and
- WHEREAS,** the ESG was tasked with researching ways to increase voter participation by developing sustainable election processes that maximize accessibility and inclusivity; and
- WHEREAS,** the ESG was comprised of assembly members, city council members, city managers, a representative from the KPB mayor’s office and community members with a specific interest in the electoral process; and
- WHEREAS,** the ESG was supported by the borough and city clerks as well representatives from the KPB Legal Department, Information Technology Department, and the Geographical Information Division; and
- WHEREAS,** the ESG adopted guiding principles to focus and guide its work, including: maximizing accessibility and inclusivity of borough elections; improving voter satisfaction and confidence; making efficient use of public resources; ensuring electing security and integrity; and, improving voter outreach and coordination with all stakeholders; and
- WHEREAS,** the ESG, as detailed in its final report, made six specific recommendations regarding potential changes to KPB code and election processes which are supported by, and intended to achieve, the stated guiding principles; and
- WHEREAS,** the ESG chair and vice-chair presented the attached final report and recommendations to the KPB assembly on August 20, 2019; and
- WHEREAS,** the ESG recommends that the KPB seek support from and partnership with the cities within the borough to administer all future local elections consistent with the vote by mail hybrid structure; and
- WHEREAS,** the ESG recommends that the KPB explore cost sharing with the cities within the KPB for the purchase and maintenance of election equipment; and

**WHEREAS,** in order to fully educate voters and the public on a new process, the ESG recommends the KPB and community partners conduct an extensive and comprehensive communication/education plan; and

**WHEREAS,** the ESG further recommends collaboration between the KPB and the cities within the KPB to develop legislation and administrative practices for the administration of local elections that are consistent with KPB processes, and make efficient use of government resources;

**NOW, THEREFORE, BE IT RESOLVED BY THE KENAI PENINSULA BOROUGH ASSEMBLY AND THE COUNCILS OF THE CITIES OF HOMER, KACHEMAK, KENAI, SELDOVIA, SEWARD AND SOLDOTNA:**

**SECTION 1.** That the Kenai Peninsula Borough Assembly and the city councils for the Cities of Homer, Kachemak, Kenai, Seldovia, Seward and Soldotna strongly supports the recommendations of the 2019 Election Stakeholders Group.

**SECTION 2.** That the Kenai Peninsula Borough Assembly and the city councils for the Cities of Homer, Kachemak, Kenai, Seldovia, Seward and Soldotna support the KPB clerk and the city clerks as they continue to explore vote by mail elections with a goal to implement the first by mail election in October of 2020 as a strategy to increase voter turnout, thus empowering KPB and city residents with a stronger voice in the democratic process and in the decisions that directly impact their lives.

**SECTION 3.** That this resolution takes effect immediately upon adoption of the Kenai Peninsula Borough Assembly and the city councils within the Kenai Peninsula Borough.

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**APPROVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

\_\_\_\_\_  
Wayne H. Ogle, Assembly President

ATTEST:

\_\_\_\_\_  
Johni Blankenship, MMC, Borough Clerk

---

**APPROVED BY THE COUNCIL OF THE CITY OF HOMER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

\_\_\_\_\_  
Ken Castner, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Jacobsen, MMC, City Clerk



**APPROVED BY THE COUNCIL OF THE CITY OF KACHEMAK THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

\_\_\_\_\_  
William Overway, Mayor

ATTEST:

\_\_\_\_\_  
Erika Fitzpatrick, City Clerk

**APPROVED BY THE COUNCIL OF THE CITY OF KENAI THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

\_\_\_\_\_  
Brian Gabriel, Mayor

ATTEST:

\_\_\_\_\_  
Jamie Heinz, CMC, City Clerk

**APPROVED BY THE COUNCIL OF THE CITY OF SELDOVIA THIS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

\_\_\_\_\_  
Dean Lent, Mayor

ATTEST:

\_\_\_\_\_  
Heidi Geagel, City Clerk

**APPROVED BY THE COUNCIL OF THE CITY OF SEWARD THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

\_\_\_\_\_  
David Squires, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Ballou, MMC, City Clerk

---

**APPROVED BY THE COUNCIL OF THE CITY OF SOLDOTNA THIS THIS \_\_\_\_ DAY OF \_\_\_\_  
\_\_\_\_\_, 2019.**

---

Nels Anderson, Mayor

ATTEST:

---

Michelle M. Saner, MMC, City Clerk

Kenai Peninsula Borough  
Election Stakeholders Group  
**Final Report and Recommendations**

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Committee Members: Donna Aderhold, Brenda Ahlberg, Teri Birchfield, Cassidi Cameron, John Coleberg, Tyson Cox, Sammy Crawford, Linda Cusack, Willy Dunne, Joyanna Geisler, Brent Hibbert, Sue McClure, Scott Meszaros, Paul Ostrander, Robert Peterkin, and Stephanie Queen

Alternate Members: Brian Gabriel, Vivian Rojas, and Kaitlin Vadla

Subject Matter Experts: Brenda Ballou, Johni Blankenship, Heidi Geagel, Erica Fitzpatrick, Ben Hanson, Jamie Heinz, Melissa Jacobsen, Sean Kelley, Bobbi Lay, Holly Montague, and Shellie Saner

Support Staff: Michele Turner

Kenai Peninsula Borough  
Election Stakeholders Group  
**Final Report and Recommendations**

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## PURPOSE

*The Election Stakeholders Group was established to research ways to increase voter participation by developing sustainable election processes that maximize accessibility and inclusivity while conserving public resources.*

*Voting is the foundation of our democracy. Active participation in the electoral process is necessary for high functioning governance.*

The Election Stakeholders Group (ESG) was established on January 8, 2019 by KPB Resolution 2019-006 and tasked with researching ways to increase voter participation by developing sustainable election processes that maximize accessibility and inclusivity while conserving public resources. In addition, the ESG was directed to explore all aspects of administering borough and city elections including the traditional polling site model and the vote by mail hybrid model.

The ESG was encouraged to keep in mind the directives of the conciliation agreement between the borough and the Human Rights Commission. Specifically, Section C which states, "Respondent Kenai Peninsula Borough (KPB) will establish and direct the stakeholder group to explore options for providing assistive technology to visually impaired voters, including the option of distributing ballots to all voters by mail and establishing voting centers with accessible voting equipment open two weeks prior to each election. Respondent will direct the stakeholder group to advance options for its consideration that will allow visually impaired voters to vote privately and independently."

The KPB is at a critical impasse regarding the administration of elections for two reasons:

1. The Human Rights Commission has declared our current accommodations and equipment for voters with disabilities, specifically those that may be visually impaired, as significantly discriminatory;
2. The hardware that is currently being used by the KPB is owned by the State of Alaska and is at its end of life. Further, that equipment does not comply with Americans with Disabilities Act (ADA) requirements and therefore is not an option for the KPB moving forward.

The ESG was comprised of assembly members, city council members, city managers, and community members interested in the electoral process. The group was staffed by the Borough Clerk's Office and assisted by subject matter experts from within the borough and cities within the borough.

The first ESG meeting was held on February 15, 2019 and subsequent meetings were held every two weeks after that for a total of 12 meetings. The meetings were advertised in accordance with the Open Meetings Act and the public was encouraged to attend; however, there was no public participation aside from 2 emails. A small subcommittee of the group did participate in a local radio show and had an opportunity to respond to questions for the listening audience.

In conducting its work and arriving at recommendations, the ESG adopted the following guiding principles:

## GUIDING PRINCIPLES

### 1.) Maximize Accessibility and Inclusivity

Provide disability-related accommodations and other facilitative measures to enable residents experiencing a disability their equal right to vote privately and independently.

Promote participation in the electoral process for all borough voters.

### 2.) Efficiency and Conservation of Public Resources

Use public resources efficiently and conservatively by evaluating election-related factors such as cost per vote cast, cost per election, cost sharing with cities within the borough, appointed vs. elected advisory boards, and indirect costs.

### 3.) Voter Satisfaction and Confidence

Increase voter satisfaction and confidence in borough elections by maintaining voter privacy, providing options for ballot tracking and voter flexibility, and collaborating with the Alaska Division of Elections to maintain accurate voter rolls.

### 4.) Longevity in the Solution

Maximize the longevity of the election solution and the borough's ability to adapt to advances in technology, changes in the election workforce, engaging new voters, voter preferences, and conditions in regulatory frameworks.

## 5.) Coordination and Collaboration

Promote collaboration with all election stakeholders, including the public, Alaska Division of Elections, cities within the borough, candidates, media, local community groups, and voting organizations.

## 6.) Security and Integrity

Ensure security of the voting system, including hardware, software, accountability procedures, and the voter registration database.

Maintain integrity in the system by adopting internal controls such as signature verification, requiring acceptable identifiers, providing extensive election worker training, and giving voters the ability to cure errors to ensure all valid votes are counted.

## 7.) Voter Outreach

Encourage higher voter turnout by implementing a voter communication and education campaign that promotes the value of civic engagement.

Develop educational materials which explain the new processes to the public, utilizing multiple resources and methods of outreach and communication, to ensure there is a clear public understanding of and support for the new solution.

## 8.) Continuity of Operations / Contingency Disaster Plan

Adopt a contingency and communication disaster plan to ensure a coordinated and strategic response to any disruptive event and provide for continuity of election operations.

The ESG received presentations from the Borough and City Clerks, representatives from the State of Alaska Division of Elections, the Municipality of Anchorage, the United States Post Office (USPS), and the KPB's current ballot printer and by mail service provider. The ESG received demonstrations from two software/hardware providers. Their presentations were for both polling place and vote by mail structures. Both vendors had ADA compliant equipment for both scenarios. Finally, a subcommittee of the group participated in a field trip to Anchorage to see its "Vote by Mail Election Central" in action.

The ESG spent many hours discussing voter engagement, cost, collaboration and efficiencies. Based on the knowledge gained and through presentations and questions the ESG makes the following recommendations:

## RECOMMENDATIONS

### Recommendation #1 – Vote by Mail Hybrid:

Recommendation #1 is consistent with and reinforced by all of the guiding principles adopted by the Election Stakeholders Group.

The Election Stakeholders Group recommends the Assembly transition the election process from the current polling site structure to a vote by mail hybrid structure (VBMS). The VBMS is a proven methodology that the KPB has been using for over 20 years in six (Cooper Landing, Hope, Fox River, Moose Pass, Seldovia/Kachemak Bay and Tyonek) of its 28 precincts. The group reviewed the current and VBMS structures and ranked the pros and cons. The pros of the VBMS far outweighed the pros of the existing structure and aligned with the group's adopted guiding principles.

The VBMS has proven to be a more efficient and effective process for the administration of elections. In this process every registered voter will be mailed a ballot package 2-3 weeks prior to election day, giving more voters an opportunity to exercise their right to vote at a time and place that meets their schedule and convenience.

Accessible Vote Centers (AVC) will be established 2 weeks prior to election day in at least 5 locations throughout the borough. AVCs can be utilized to drop off voted ballots or to satisfy the desire to vote in person. The vote centers will be equipped with ADA compliant hardware, allowing all voters to vote privately and independently. The VBMS allows for all voters to vote in the way that suits them best.

Ballot drop boxes will need to be purchased as part of the structure and distributed throughout the borough. Voters can choose to drop their voted ballots in a drop box, at an AVC or in the mail by using the prepaid postage.

The VBMS is a long term solution for the borough and the cities within the borough as it is not subject to the changing technology of the current structure. It uses off-the-shelf scanners to count the ballots and printers for on-demand ballot printing which allows for greater accessibility, upgrades and cost effective repairs.

The VBMS has been demonstrated by the Municipality of Anchorage to engage all voter demographics and therefore translates into higher voter participation and higher voter satisfaction.

The initial capital cost of the VBMS hardware and software is less than that of the traditional structure. There will be other costs to consider; for example, ballot drop



boxes and an initial voter outreach and education campaign. The costs could be shared by the cities within the borough.

The VBMS will add to voter security and confidentiality as well as offer voters an opportunity to cure any issues that may occur with their voted ballots (e.g. no signature provided, no identifier provided, other). The group recommends the implementation of signature verification software and a signature review board. It further recommends to require at least one identifier be provided by the voter (identifiers include voter registration number, driver's license number, and social security number). The borough should work toward a technical solution which will allow voters to track their voted ballot ensuring its receipt and review.

The VBMS further allows for the review board to adjudicate each ballot to ensure voter intent is correctly determined based on standardized methods and training.

In summary, the ESG supports and recommends the VBM structure for the administration of elections in the KPB.

The ESG received proposals from Dominion Voting software and ADA compatible hardware for both the traditional polling site structure and the vote by mail structure. The vote by mail proposal was \$213,106.60 less than the traditional polling site proposal. The vote by mail structure would require the purchase of ballot drop boxes which, according to the Municipality of Anchorage, cost around \$3,300 a piece to fabricate. The Municipality of Anchorage has 16 drop boxes distributed throughout its jurisdiction. The Municipality of Anchorage also does not prepay the postage for the return of voted ballots. The ESG recommends that the KPB deploy drop boxes as needed on the road system and encourages voters in more remote areas to use USPS. Based on information provided by the Municipality of Anchorage, the ESG is encouraged that the VBMS will increase voter turnout and that the administrative costs will decrease over time.

### Recommendation #2 – Education and Outreach Campaign

Recommendation #2 is consistent with and reinforced by guiding principles, 1.) Maximize Accessibility and Inclusivity; 3.) Voter Satisfaction and Confidence; 4.) Longevity in the Solution; 5.) Coordination and Collaboration and 7.) Voter Outreach, adopted by the Election Stakeholders Group.

The Election Stakeholders Group recommends the Assembly appropriate funds for an extensive education and outreach campaign. The voter turnout in the KPB and the cities within it has been historically low. The turnout tends to trend higher or lower depending on what is on the ballot.

One of the focuses of the outreach campaign would be specifically to encourage voter participation no matter what is on the ballot through a

communication plan which promotes civic engagement and targeted marketing regarding the importance of the election process.

Another primary focus would be to educate the voters on the new VBMS.

The group recommends the use of social media, print media, and broadcast media, as well as outreach through the participation of existing community groups (chambers of commerce, rotary, etc.).

The group further recommends the KPB consider contracting with an outside resource to develop and implement a plan specifically regarding the education and notification of the voters of the new vote by mail hybrid structure.

### Recommendation #3 – Alaska State Statute Title 29 Amendment

Recommendation #3 is consistent with and reinforced by guiding principles, 1.) Maximize Accessibility and Inclusivity; 2.) Efficiency and Conservation of Public Resources and 3.) Voter Satisfaction and Confidence, adopted by the Election Stakeholders Group.

The Election Stakeholders Group recommends the Assembly adopt a resolution requesting the Alaska State Legislature introduce and support a bill allowing for ranked choice voting. The bill would amend AS 29.26.060(c) to read as follows:

*Sec. 29.26.060. Runoff elections.*

*(a) Unless otherwise provided by ordinance, a runoff election shall be held if no candidate receives over 40 percent of the votes cast for the office of*

*(1) mayor; or*

*(2) member of the governing body or school board if candidates run for a designated seat.*

*(b) Unless otherwise provided by ordinance, if candidates for the governing body or school board run at large, a runoff election for a seat shall be held if no candidate receives a number of votes greater than 40 percent of the total votes cast for all candidates divided by the number of seats to be filled.*

*(c) Unless otherwise provided by ordinance, a runoff election shall be held within three weeks after the date of certification of the election for which a runoff is required, and notice of the runoff election shall be published at least five days before the election date. Unless otherwise provided by ordinance t[T]he runoff election shall be*

*between the two candidates receiving the greatest number of votes for the seat.*

This amendment would allow municipalities the flexibility to conduct runoff elections according to local preference.

The ESG recommends the KPB Assembly further research and explore the solution of Ranked Choice Voting for the election of the Borough Mayor rather than continuing to conduct separate runoff elections which are costly and typically receive lower voter turnout than the regular election. Ranked Choice Voting would allow for an immediate runoff to select the prevailing candidate.

#### [Recommendation #4 – Voter Pamphlet](#)

Recommendation #4 is consistent with and reinforced by guiding principles, 2.) Efficiency and Conservation of Public Resources and 3.) Voter Satisfaction and Confidence, adopted by the Election Stakeholders Group.

The Election Stakeholder Group recommends including information in each ballot package which directs the voter to a website with voter information, candidate profiles and proposition summaries. The information provided would also specify locations at which hard copies of the voter pamphlet could be obtained. In addition, hard copies of the voter pamphlet could be mailed directly to a voter upon request.

Paper copies of the voter pamphlet should include candidate profiles, proposition summaries and additional voter information and be made available at each of the AVCs. AVC employees would be educated and prepared to assist voters in the navigation of the election website.

#### [Recommendation #5 – Appointed Service Area Boards](#)

Recommendation #5 is consistent with and reinforced by guiding principle, 2.) Efficiency and Conservation of Public Resources, adopted by the Election Stakeholders Group.

The Election Stakeholders Group recommends amending KPB Titles 2, 4 and 16 – Service Areas to provide that all KPB service area boards are appointed instead of elected (draft ordinance attached for consideration).

It is rare for a service area board race to be contested at an election. In addition, there have been many years when no candidate files for the seat at all and ultimately the seat is filled by appointment after the election is certified.

This recommendation directly corresponds to the guiding principles adopted by the ESG in that it will help to eliminate voter confusion, therefore increasing voter

satisfaction and it is more efficient and will assist in the conservation of public resources.

### Recommendation #6 – Statements Advocating for Approval or Rejection of Propositions

Recommendation #6 is consistent with and reinforced by guiding principles, 2.) Efficiency and Conservation of Public Resources and 3.) Voter Satisfaction and Confidence, adopted by the Election Stakeholders Group.

The Election Stakeholders Group recommends the Assembly amend KPB 4.10.110 by deleting Section B which provides for the inclusion of statements advocating voter approval or rejection of propositions in the voter pamphlet. Recommendation #4 suggests streamlining the voter pamphlet to reduce waste and cost. Amending this section of code would further support that reduction. Additionally, the current inclusion of the statements may be contributing to voter confusion.

The information provided and disseminated by the borough should be that of a factual nature. Public funds should not be used to further the message of an outside group, and the official voter information pamphlet is an inappropriate place to allow members of the public to advocate for or against a proposition. In today's technical environment there are multiple ways to effectively and efficiently spread a message without it costing the tax payers of the borough.

Additionally, the administration of this code provision has proven to be difficult and identifying possible authors of statements has proven to be problematic. Historically, statements have been submitted for inclusion in the voter pamphlet and those statements are not vetted or verified by the borough and therefore may include misleading information.

This provision of code was enacted in 2007 and has only been utilized a handful of times and typically only when there is a voter initiative or referendum proposition on the ballot.

### Additional Recommendations

The ESG recommends the KPB seek support from and partners with the cities within the borough to conduct all local elections by mail. Further, we recommend cost sharing with the cities within the borough for election equipment, an extensive and comprehensive communication/education plan and administration of all future elections. The ESG promotes the collaboration between the KPB and the cities within the KPB to develop legislation and administrative practices for the administration of local elections.

Introduced by: Mayor  
Date: 09/03/19  
Hearing: 09/17/19  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2019-19-08**

**AN ORDINANCE APPROPRIATING \$10,650 TO FUND ADDITIONAL PART TIME AND SEASONAL LABOR COSTS TO PROVIDE CUSTODIAL SERVICES TO THE EMERGENCY OPERATIONS CENTER AND KENAI RIVER CENTER BUILDINGS FOR FY2020**

**WHEREAS**, the Emergency Operations Center (“EOC”) and Kenai River Center (“KRC”) in prior fiscal years have been serviced by a custodial contract that expired in June of 2019; and

**WHEREAS**, the annual custodial services quote received for the EOC and KRC equals \$69,240; and

**WHEREAS**, based on previous years’ service contracts the amount budgeted for each facility is \$22,700; and

**WHEREAS**, it is estimated that the required services can be accomplished using internal resources along with a seasonal hire, saving the borough approximately \$35,000; and

**WHEREAS**, as this unanticipated expense was not budgeted for an appropriation of an additional \$10,650 broken down respectively from each fund’s fund balance is needed to cover this expense;

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

**SECTION 1.** The sum of \$4,200 is hereby appropriated from the general fund, fund balance account 100.00000.00000.27910, to account numbers 100.21135.40110 to fund the KRC custodial services.

**SECTION 2.** The sum of \$2,150 is hereby appropriated from the general fund, fund balance account 100.00000.00000.27910, to account numbers 100.11250.40110 to fund EOC custodial services for the Office of Emergency Services.

**SECTION 3.** The sum of \$2,150 is hereby appropriated from the Central Emergency Services, fund balance account 211.00000.00000.27910, to account numbers

211.51610.40110 to fund EOC custodial services for the Central Emergency Services.

**SECTION 4.** The sum of \$2,150 is hereby appropriated from the 911 communications, fund balance account 264.00000.00000.27910, to account numbers 264.11255.40110 to fund EOC custodial services for the 911 Communication.

**SECTION 5.** This ordinance shall become effective immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \*  
DAY OF \*, 2019.**

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Wayne H. Ogle, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough  
Human Resources

**MEMORANDUM**

**TO:** Wayne Ogle, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Borough Mayor *CP*

**FROM:** Kim Saner, Human Resources Director *KS*  
Brandi Harbaugh, Finance Director *BH*

**DATE:** August 22, 2019

**SUBJECT:** Ordinance 2019-19-08, Appropriating \$10,650 to Fund Additional Part Time and Seasonal Labor Costs to Provide Custodial Services to the Emergency Operations Center and Kenai River Center Buildings for FY2020 (Mayor)

The Emergency Operations Center (EOC) and Kenai River Center (KRC) in prior fiscal years have been serviced by a custodial contract that expired in June of 2019. The previous service contract was a combined contract which included the two facilities already mentioned and the Poppy Lane maintenance facility. In FY2020, the maintenance facility contract was separated from the other contracts for reasons of oversight and fiscal accountability.

The annual custodial services quote received for the EOC and KRC equals \$69,240. The amount budgeted for each facility based on previous years' service contracts is \$22,700. It is estimated that the required services can be accomplished using internal resources along with a seasonal hire, saving the borough approximately \$35,000.

For the summer months when the facilities require less care, the existing 2.5 full time employees (FTE) custodial staff will increase to 2.75 FTE which amounts to an additional 2 hours daily for the KRC and 2 hours of existing staff time reassigned to the EOC. In the winter months the existing staff will not be able to absorb the 4 hours for both facilities due to the requirement of snow removal and the associated additional cleaning of entryways and carpets. Therefore, a seasonal employee, at a lower rate than is currently paid to our full time and part time staff, will perform all custodial services about 4 hours per day. As this unanticipated expense was not budgeted for we request the assembly to appropriate the additional amount to cover this expense.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	Amount
100.27910	6,350
<del>211.27910</del>	2,150
264.27910	2,150
By: <i>px</i>	Date: <i>8/20/19</i>





Introduced by: Mayor  
Date: 09/03/19  
Hearing: 09/17/19  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2019-19-09**

**AN ORDINANCE APPROPRIATING FUNDS TO UPGRADE THE PAYROLL AND  
HUMAN RESOURCES MODULES IN THE BOROUGH'S ENTERPRISE RESOURCE  
PLANNING SOFTWARE**

**WHEREAS,** in 1999 the Kenai Peninsula Borough purchased SCI, which through the years, has become the GEMS software (supported by Harris) that is utilized for general ledger, payroll, employee portal, and human resource requirements; and

**WHEREAS,** the current version of GEMS requires a third party Unisys software to function and this software is at its end of life and has become unsupported, therefore, there is a requirement to upgrade the system to the current web-based version; and

**WHEREAS,** Harris has committed to providing "software for life" and has agreed to provide the upgrade with no cost for software licenses, only charging for professional services; and

**WHEREAS,** in March of 2019, the Kenai Peninsula Borough Finance Department completed implementation of Phase I, which was to upgrade the Financial Management Software module, the financial portion of the Enterprise Resource Planning ("ERP") software and would like to proceed with Phase II of the project, which is an upgrade to the Human Resources Management Software, the payroll and human resources portion of ERP software; and

**WHEREAS,** Phase I of the ERP upgrade was funded through the Equipment Replacement Fund ("ERF") in FY18, and the administration has requested that Phase II also be funded through the ERF;

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

**SECTION 1.** That \$200,000 is appropriated from the Equipment Replacement Fund, retained earnings to account number 705.94910.20E16.49999.

**SECTION 2.** That this ordinance shall be effective immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY  
OF \*, 2019.**

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Wayne H. Ogle, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

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**MEMORANDUM**

**TO:** Wayne Ogle, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Mayor *CP*

**FROM:** Brandi Harbaugh, Finance Director *BH*

**DATE:** August 22, 2019

**SUBJECT:** Ordinance 2019-19-*09* Appropriating Funds to Upgrade the Payroll and Human Resources Modules in the Borough's Enterprise Resource Planning Software (Mayor)

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In 1999 the Kenai Peninsula Borough purchased SCI, which through the years, has become the GEMS software (supported by Harris) that is utilized for general ledger, payroll, employee portal, and human resource requirements. The current version requires a third party Unisys software to function. This software is at its end of life and has become unsupported. Therefore, there is a requirement to upgrade the system to the current web-based software version.

Harris has committed to providing "software for life" and has agreed to provide the upgrade with no cost for software licenses, only charging for professional services. Services provided will be business process review, project management, data conversion, implementation, installation, and on-site user assistance. The current annual maintenance fee will remain unchanged.

In March of 2019, the Kenai Peninsula Borough Finance Department completed implementation of Phase I, which was to upgrade the Financial Management Software module, the financial portion of the Enterprise Resource Planning (ERP) software. At this time, the Kenai Peninsula Borough would like to proceed with Phase II of the project, which is an upgrade to the Human Resources Management Software, the payroll and human resources portion of ERP software.

Phase I of the ERP upgrade was funded through the Equipment Replacement Fund (ERF) in FY18. We are also requesting that Phase II be funded through the ERF. The ERF is a self-supporting fund that maintains its purchasing power from reoccurring payments, interest earnings and depreciation expense. In 1999 the ERF funded the original SCI software purchase and implementation, therefore it is appropriate for the subsequent cost of upgrade to also be funded through this tool.

<b>FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED</b>	
Acct. No.	<u>705.27920</u>
Amount:	<u>\$ 200,000.00</u>
By: <u>pp</u>	Date: <u>8/22/19</u>



Introduced by: Mayor  
Date: 09/03/19  
Hearing: 09/17/19  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2019-19-10**

**AN ORDINANCE APPROPRIATING \$75,000 FROM THE SEWARD BEAR CREEK  
FLOOD SERVICE AREA FUND BALANCE TO COMPLETE SEDIMENT  
MANAGEMENT IN KWECHAK CREEK**

- WHEREAS,** the Seward Bear Creek Flood Service Area (“SBCFSA”) provides flood planning, protection, and mitigation services for flooding within the service area; and
- WHEREAS,** the Kwechak Creek sediment deposition site accumulates an average of 12,500 yards of material annually; and
- WHEREAS,** in the 2012 and 2018 flood events, deposited materials separated the flow of Lost and Kwechak Creeks and risked closure of the Seward Highway and Alaska Railroad; and
- WHEREAS,** additional storms could cause further damage to downstream infrastructure, public and private property; and
- WHEREAS,** a sediment management plan will allow for long-term planning, identify needed periodic maintenance, and allow for an efficient use of resources to ensure the protection of public and private infrastructure; and
- WHEREAS,** a project plan has been drafted to remove the maximum amount of material possible from this critical area, and permits and property owner agreements have been obtained; and
- WHEREAS,** at its regular meeting of July 1, 2019, the SBCFSA Board of Directors recommended approval of this appropriation;

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

**SECTION 1.** That \$75,000 is appropriated from the Seward Bear Creek Flood Service Area Fund, fund balance to account number 259.21212.20SED.49999.

**SECTION 2.** That this ordinance shall be effective immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY  
OF \*, 2019.**

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Wayne H. Ogle, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough  
Seward Bear Creek Flood Service Area

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**MEMORANDUM**

**To:** Wayne Ogle, Assembly President  
Members, Kenai Peninsula Borough Assembly

**Thru:** Charlie Pierce, Mayor *CP*  
Brandi Harbaugh, Finance Director *BHS*  
John Hedges, Purchasing & Contracting Director *JH*  
Dan Nelson, Emergency Manager *DN*

**From:** Stephanie Presley, Seward/Bear Creek Flood Service Area  
Program Lead *SP*

**Date:** August 22, 2019

**Subject:** Ordinance 2019-19- 10, Appropriating \$75,000 from the Seward  
Bear Creek Flood Service Area Fund Balance to Complete  
Sediment Management in Kwechak Creek (Mayor)

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The Northwest Hydraulic Consultants (NHC) 2007 study of sedimentation trends on Salmon Creek found two major sediment deposition areas. The first, at the confluence of Lost Creek and Kwechak Creek, within the Questwoods neighborhood, covers 55 acres with significantly deeper deposits near the middle of the streambed. The volume of sediment that had accumulated at this site in the 30 years prior to the report was estimated at 370,000 cubic yards. The average rate of accumulation was found to be approximately 12,500 cubic yards per year and the average rise in ground levels (assuming even deposition over the area) was 1.7 inches per year.

Since the NHC report, the community of Seward has experienced three flood events with large volumes of sediment transported during the 2012 and 2018 events. In the 2012 event, enough material was deposited at this site that the flows from Lost Creek no longer enter Kwechak Creek and waters ran in channels adjacent to the Alaska Railroad. During the October 2018 event, these flows overtopped the railroad tracks and the Seward Highway risking closure of these primary access routes.

Removal of streambed materials from strategic locations improves conveyance of floodwaters and provides a catch basin for debris transported

during high water events, decreasing the deposition of sediments in downstream areas. Due to the large volumes of material accumulated, the ease of access for heavy equipment, and cooperation with private property owners, this deposition area has been selected as a regular sediment management site. Periodic maintenance will reactivate the main Kwechak Creek channel, direct floodwaters away from the railroad and highway, and protect private and public infrastructure. A project plan has been drafted and the required permits and private property owner agreements have been obtained by Seward Bear Creek Flood Service Area (SBCFSA).

A sediment removal project plan has been drafted and the required permits and private property owner agreements have been obtained by SBCFSA. The project is ready to go out to contractors for bids. The scope of work will be bid per cubic yard to remove the maximum amount of streambed load as possible from this critical area.

At the July 1, 2019 regular meeting, the SBCFSA board of directors unanimously recommended approval of \$75,000 from fund balance to complete a sediment management project in Kwechak Creek.

Your consideration of this ordinance is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>259.00000.00000.27910</u>
Amount:	<u>\$75,000.00</u>
By: <u>pp</u>	Date: <u>8/22/19</u>



Introduced by: Mayor  
Date: 09/03/19  
Hearing: 10/08/19  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2019-24**

**AN ORDINANCE ADOPTING KPB 20.80, SUBDIVISION PRIVATE STREETS  
AND GATED SUBDIVISIONS**

**WHEREAS,** privacy, security, and public safety concerns expressed by residents may be addressed by private streets in subdivisions; and

**WHEREAS,** Goal 6.5 of the 2005 Comprehensive Plan is to maintain the freedom of property owners in the rural areas of the borough to make decisions and control use of their private land; and

**WHEREAS,** private streets can only be approved through the KPB 20.50 exception process and there are currently no designated standards and requirements, nor established procedures to create subdivisions with private streets and gated access; and

**WHEREAS,** there is a need for designated standards and requirements and establishment of procedures for creating gated communities; and

**WHEREAS,** designating standards, requirements and procedures for establishing private streets within subdivisions with gated access will address residents as well as the public's privacy, security, and access concerns; and

**WHEREAS,** the Kenai Peninsula Borough Road Service Area board at its meeting held on August 13, 2019, recommended unanimous approval of this ordinance; and

**WHEREAS,** the Kenai Peninsula Borough Planning Commission at its meeting held on August 26, 2019, recommended \_\_\_\_\_;

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

**SECTION 1.** That KPB Chapter 20.80, entitled "Private Streets and Gated Communities" is enacted as follows:

**20.80.010. Purpose.**

This chapter provides standards and requirements for the establishment of private streets in subdivisions in the borough. A subdivision with private streets and gated access may be created at the time of subdivision by the owner of the parcel being subdivided or, where streets have been previously dedicated to the public which access lots in different ownerships, by the owners of those parcels in accordance with the provisions of this chapter.

**20.80.020. Requirements.**

Private streets in subdivisions shall meet the following requirements:

- A. The general provisions of KPB Title 14 and 20 as they relate to development, streets and utilities shall apply, except as otherwise provided for in this chapter.
- B. Private streets shall conform to the same standards regulating the design and construction of streets, street naming and street addressing in KPB 14.06, 14.10, 14.20 and KPB 20.30.
- C. A public vehicular turn around shall be provided to allow vehicles that have been denied entry to the private streets the ability to exit without having to backup.
- D. A homeowners' association (HOA) is required for approval of private streets within a subdivision. All property to be served by the private streets must be members in or part of the HOA. The HOA shall own and be responsible for the maintenance of the private streets and appurtenances.
- E. Private streets shall be contained within a separate lot owned by the HOA.
- F. The borough shall not pay for or contribute to any cost to construct, improve, or maintain a private street.
- G. The subdivision final plat and HOA documents shall note that borough maintenance shall not be provided on any private streets.
- H. Gated subdivisions and private streets may be approved, provided they meet the following criteria:
  - 1. Internal streets shall conform to the requirements of KPB 20.30, Subdivision Design Requirements, except as otherwise allowed in this section;
  - 2. Emergency services shall be provided access to deliver services within the private subdivision. Approval by the fire and emergency services provider with jurisdiction in the area of the gated subdivision is

required. The fire and emergency services provider must be satisfied that fire and emergency services providers will have safe access into and within the gated subdivision;

3. The requirements of KPB title 20 are met because alternate legal access to adjoining properties is available and that access is constructible in accordance with KPB 20.30, Subdivision Design Requirements and KPB 14.06, Road Standards;
4. There shall be a note on the plat that the streets are not public and are subject to private construction and maintenance;
5. The HOA shall execute a defense and indemnification agreement in favor of the borough in the following form: The HOA shall indemnify, defend, and hold and save the borough, its elected and appointed officers and officials, agents and employees, hereinafter collectively referred to as “agents,” harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys’ fees. The HOA shall be responsible under this clause for any and all legal actions or claims of any character arising from the HOA or the HOA’s acts or omissions related to its private streets and gates in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions of the borough or its agents, which are said to have contributed to the losses, failure, violations, or damages, except for acts or omissions solely attributable to the borough.
6. The HOA and all of the HOA’s subcontractors, if any, shall be responsible for the purchase and maintenance of all insurance required by law and any other insurance the HOA deems necessary or appropriate.

### **20.80.030. Gates**

If a gate is installed to prevent public access to a subdivision with private streets the gate shall conform to the following requirements:

- A. Each gate must be approved prior to installation by the fire and emergency services provider that serves the proposed gated subdivision. The entrances to all private streets shall be marked with a sign stating that it is a private street.
- B. Gates, approach and departure areas shall be designed by a licensed professional civil engineer.
- C. In order to allow access for the provision of emergency services, each security gate designed and installed shall be equipped so that access is by a radio operated controller or keypad. The fire and emergency services provider serving the gated subdivision, borough assessing department, borough planning department, and law enforcement shall be provided either radio controlled or keypad access to the subdivision.

- D. Approach and departure areas on both sides of a gated entrance must provide adequate setbacks and proper alignment to allow free and unimpeded passage of emergency vehicles through the entrance area.
- E. After installation, all emergency access systems must be approved by the fire and emergency services providers serving the gated subdivision. The HOA must maintain all components of the gate system in a normal operating condition and have them serviced on a regular basis, as needed, to ensure proper gate operation. A proper power supply shall be provided and maintained to all electrical components at all times. Each electrical vehicular gate must be provided with a fail-open device to open during power failures and be equipped for emergency access.
- F. A public vehicular turn around shall be provided to allow vehicles that have been denied entry the ability to exit without having to backup.
- G. No part of the gate system shall be placed in a public right-of-way.
- H. The HOA is responsible for the gate, its signage and its costs, and shall be responsible for any violations of this section.

**20.80.040. Converting to gated subdivision.**

- A. A subdivision HOA may seek to convert a subdivision to a gated community with private street(s) and restrict public access by filing a replat and vacation petition with the planning director, which shall be considered a request to vacate public street(s) and/or right-of-way(s), as well as replat the subdivision. The request shall comply with the applicable replat and vacation requirements and procedures in this title, except as provided otherwise in this chapter.
- B. Upon determination by the planning director that the replat application is complete, the request shall be subject to review and approval by the borough planning commission regarding whether the gated subdivision requirements and procedures have been met, as set out in this chapter. The borough planning commission decision is subject to appeal to the hearing officer pursuant to KPB 21.20.
- C. Converting public street to private street – standards.
  - 1. Vacation of the public right-of-way shall be in accordance with the criteria set forth in KPB 20.70.
  - 2. The proposed gated subdivision shall not cause discontinuity in the existing or proposed public street system or distribute an unacceptable amount of traffic through an existing neighborhood than would otherwise result if public streets were used. Converted

private streets may not unduly impair access to public facilities, including schools, parks and libraries. Utilities proposed for vacation must not provide service to customers outside the proposed gated subdivision boundary.

3. The proposed gated subdivision must not cause discontinuity in the existing or proposed road system to any property owner in the proposed gated subdivision with frontage on the public right-of-way that is to be vacated.
4. Prior to recording the final plat the property owners abutting the vacated public street shall file with the borough fully executed deeds conveying their interest in the vacated street to the HOA.
5. Prior to recording the HOA shall accept the road “as-is” in its present condition and shall agree to indemnify, hold harmless, and defend the borough against any claims arising from the HOA’s ownership, maintenance and control of the converted street.
6. HOA shall execute a defense and indemnification agreement in favor of the borough in the following form: The HOA shall indemnify, defend, and hold and save the borough, its elected and appointed officers, officials, agents and employees, hereinafter collectively referred to as “agents”, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys’ fees. The HOA shall be responsible under this clause for any and all legal actions or claims of any character arising from the HOA or the HOA’s acts or omissions related to its private streets and gates in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions of the borough or its agents, which are said to have contributed to the losses, failure, violations, or damages, except for acts or omissions solely attributable to the borough.

**20.80.050. Converting private streets to public streets in gated subdivision.**

- A. The owners of a private street may petition to dedicate the private street through the platting process. The street must meet the design criteria set forth in KPB 20.30 and KPB 14.06.
- B. A civil engineer at the HOA’s expense shall determine whether the private streets meet KPB Title 14 and Title 20 standards for street design and construction. If the streets do not meet borough standards the dedication shall be denied.

- C. The borough may also require, at the HOA's expense, the removal of any improvements, access control devices, gates, landscaping or other aesthetic amenities associated with the private street.

**20.80.060. Enforcement.**

Violations of this chapter shall be in accordance with KPB 20.10.030 and KPB 21.050.

**SECTION 2.** That KPB Chapter 20.90, entitled "Definitions is amended as follows:

**20.90.010. Definitions generally.**

In this title, unless otherwise provided, or the context otherwise requires, the following definitions shall apply.

...

"Gated subdivision" means a residential subdivision consisting of five (5) or more parcels of land where vehicular and/or pedestrian access by the general public from a public street and street(s) within the gated community and/or public right-of-way(s) is restricted as a result of a barrier that may include, but is limited to gates, security personnel, fences or walls. This definition does not include gates or other barriers limiting access to an individual parcel or lot.

...

"Private street" is defined as a vehicular access way shared by and serving two or more lots, which is not publicly maintained, but maintained by a homeowners' association. The term "private street" shall be inclusive of alleys. The term "street" also includes the term "street" as used in KPB title 14.

**SECTION 3.** That this ordinance shall become effective upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2019.**

\_\_\_\_\_  
Wayne H. Ogle, Assembly President

ATTEST:

\_\_\_\_\_  
Johni Blankenship, MMC, Borough Clerk

Yes:

No:



Absent:


Kenai Peninsula Borough  
Planning Department

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**MEMORANDUM**

**TO:** Wayne Ogle, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Mayor   
Dil Uhlin, Roads Director 

**FROM:** Max Best, Planning Director 

**DATE:** August 22, 2019

**RE:** Ordinance 2019- 24, Adopting KPB 20.80, Subdivision Private Streets and Gated Subdivisions (Mayor)

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Goal 6.5 of the 2005 Comprehensive Plan is to maintain the freedom of property owners in the rural areas of the borough to make decisions and control use of their private land. Privacy, security, and public safety concerns expressed by residents may be addressed by private streets in subdivisions. Private streets can only be approved through the KPB 20.50 exception process and there are currently no designated standards and requirements, nor established procedures to create subdivisions with private streets and gated access.

There is a need for standardization, criteria, and establishment of procedures for creating both subdivisions with private streets and gated subdivisions. This ordinance codifies the requirements and procedures for creating these types of subdivisions.

This matter is scheduled to come before the KPB Road Service Area Board's at its August 13, 2019 meeting and the KPB Planning Commission at its August 26, 2019 meeting. The recommendations of both boards will be presented to the assembly prior to the final hearing on this ordinance.

Your consideration of this ordinance is appreciated.



Introduced by: Dunne, Hibbert  
Date: 09/03/19  
Hearing: 10/08/19  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2019-23**

**AN ORDINANCE AMENDING KPB TITLES 2, 4 AND 16 REGARDING SERVICE  
AREAS TO PROVIDE THAT ALL KENAI PENINSULA BOROUGH SERVICE AREA  
BOARDS ARE APPOINTED INSTEAD OF ELECTED**

- WHEREAS,** the Kenai Peninsula Borough (“borough”) currently has 12 service area boards of which seven are elected and five are appointed; and
- WHEREAS,** the borough is one of the few boroughs, if not the only, in the State of Alaska with elected service area boards; and
- WHEREAS,** historically there have been numerous vacant seats for service area boards as well as seats where only one person has filed to run; and
- WHEREAS,** in 2017 three service area boards successfully transitioned from elected boards to appointed boards; and
- WHEREAS,** the borough assembly established the Election Stakeholder Group (“ESG”) through the direction and adoption of Resolution 2019-006, which included community members and members from many local governments in the borough, researched ways to increase voter participation by developing sustainable election processes that maximize accessibility and inclusivity; and
- WHEREAS,** after holding many public meetings throughout 2019 the ESG issued a final report with six specific recommendations regarding potential changes to borough code and election processes which are intended to achieve guiding principles initially adopted by the ESG; and
- WHEREAS,** the ESG’s recommendation #5 is that the borough provides for appointed rather than elected service area boards; and
- WHEREAS,** appointed boards have proven to increase public interest in service on a board as potential board members would not have to run or otherwise comply with the election process requirements; and
- WHEREAS,** changing from elected service area boards to appointed boards will significantly reduce the time and expense involved in borough elections; and

**WHEREAS,** the clerk’s office has indicated that thousands of dollars would be saved by eliminating these seats from the election process as this would reduce printing costs and time required of election officials and the clerk’s office in reviewing and verifying election ballots; and

**WHEREAS,** providing for an appointed board may alleviate voter confusion by reducing the content of the voter pamphlet and the number of ballots as many service areas bifurcate precincts requiring more than one ballot for each precinct; and

**WHEREAS,** the appointment process will remain a public process in which the openings will be advertised, the mayor will appoint interested applicants and the assembly would confirm the appointment to service area boards; and

**WHEREAS,** appointed boards have functioned well for the other five service areas in the borough and throughout other service areas in the state;

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

**SECTION 1.** KPB 2.58.010(C) is amended as follows:

**2.58.010. Definitions.**

The following words shall have the following meanings:

- A. "Contract" or "contractual relationship" means any agreement or business relationship between the borough, division of the borough, or service area, whether such contract or agreement is expressed or implied. Sales of retail items or establishment as an approved source of supply of materials or goods are also included in the meaning of contract or contractual relationships.
- B. "Municipal officer" or "employee" means an officer or employee of the borough, whether paid or unpaid, and includes any members of any boards or commissions of the borough other than service area boards.
- C. 1. “Service area board members” means those persons [, WHETHER ELECTED OR APPOINTED,] who serve upon boards of the various service areas as may from time to time be established within the borough.  
2. "Service area officers or employees" means an officer or employee of the service area involved in the contractual relationship, but does not include officers or employees of service areas other than the one with which a contractual relationship is sought or entered.

...

**SECTION 2.** KPB 2.58.035 is amended as follows:

**2.58.035. Contracts or sales not constituting substantial interest.**

- A. A contract with a person, firm, corporation or association in which the person has an interest solely by reason of employment as an officer or employee thereof, if the remuneration of such employment will not be directly affected as a result of such contract, and the duties of such employment do not directly involve the procurement, preparation or performance of any part thereof;
- B. A contract in which the person has an interest if such contract was entered into prior to the time he/she was [ELECTED OR] appointed as such service area board member, service area officer or employee, but this exception shall in no event authorize a renewal of any such contract;

...

**SECTION 3.** KPB 4.10.070 is amended as follows:

**4.10.070. Votes required for election to office.**

- A. Election to the office of borough mayor is by a majority of the votes cast. If no candidate for the office of borough mayor receives a majority of the votes cast for that office, a runoff election will be held between the 2 candidates receiving the highest number of votes.
- B. The candidate for an assembly or school board seat receiving the greatest number of votes is elected.
- [C. THE CANDIDATE FOR AN ELECTED SERVICE AREA BOARD SEAT RECEIVING THE GREATEST NUMBER OF VOTES CAST FOR THAT SEAT IS ELECTED.]

**SECTION 4.** KPB 4.30.010 is amended as follows:

**4.30.010. Candidate qualifications.**

- A. A candidate for borough mayor must be a qualified voter of the State of Alaska and a resident of the Kenai Peninsula Borough for 180 days immediately preceding filing for office. A person who has served as mayor for two consecutive full terms may not be reelected to that office until 180 days has intervened.
- B. A candidate for borough assembly must be a qualified voter of the State of Alaska and a resident of the district from which the candidate seeks election for at least 180 days immediately preceding filing for office.

- C. A candidate for school board must be a qualified voter of the State of Alaska and a resident of the district from which the candidate seeks election for 180 days immediately preceding filing for office.
- [D. A CANDIDATE FOR A SERVICE AREA BOARD MUST BE A QUALIFIED VOTER OF THE STATE OF ALASKA AND A RESIDENT OF THE SERVICE AREA FOR AT LEAST 180 DAYS IMMEDIATELY PRECEDING FILING FOR OFFICE.]

**SECTION 5.** KPB 4.30.020 is amended as follows:

**4.30.020. - Declaration of candidacy.**

- A. A candidate for municipal office is nominated by executing a declaration of candidacy under oath and filing it with the clerk in accordance with this section.
- B. A declaration of candidacy shall be in a form provided by the clerk and shall state the following:
  1. the full name of the candidate, and the manner in which he wishes his name to appear on the ballot;
  2. the full residence and mailing addresses of the candidate;
  3. the office for which the candidate declares;
  4. that the candidate is qualified for the office as provided by law;
  5. the date and notarized statement of the candidate;
  6. the candidate shall certify information contained in the declaration of candidacy is true and accurate;
  7. any other information that the clerk reasonably requires to determine whether the candidate is qualified for the office as provided by law.
- C. Declarations of candidacy shall be provided by the clerk.
- D. Filing for elective offices of mayor, assembly, and school board [AND SERVICE AREA BOARDS] shall be made by filing a declaration of candidacy with the borough clerk from August 1st through August 15th, 4:30 p.m. Should August 15 be a Saturday or Sunday, then candidates shall have until noon on the first Monday following to file their declaration.

...

**SECTION 6.** KPB 4.30.030(A) is amended as follows:

**4.30.030. Public official financial disclosure statements.**

- A. Candidates for elective borough office and declared write-in candidates shall file a public official financial disclosure statement with the borough clerk as required by the provisions of AS 39.50 at the time of filing a declaration of candidacy. The name of the candidate shall be placed on the ballot by the borough clerk only after the candidate has complied with this requirement. [THIS SUBSECTION DOES NOT APPLY TO CANDIDATES FOR SERVICE AREA BOARDS.]

...

**SECTION 7.** KPB 16.04.060 and 16.04.065 are amended as follows:

**16.04.060. Election to establish governmental powers required when.**

If the borough assembly shall by ordinance establish a service area requiring voter approval under AS 29.35.450 or AS 29.35.490, the proposition whether or not to exercise the particular governmental power for which the service area has been established shall be placed on the ballot at the next general or a special election of the borough; except, however, an area that has once been considered and rejected by the eligible voters at either a special or general election shall thereafter be placed before the voters only at a subsequent general election. [IF THE ORDINANCE ESTABLISHING THE SERVICE AREA HAS PROVIDED FOR ELECTED BOARDS TO SUPERVISE THE FURNISHING OF SPECIAL SERVICES IN THE SERVICE AREA, THEN THE CANDIDATES FOR ELECTION TO SUCH BOARD SHALL BE PLACED ON THE BALLOT AT THE SAME ELECTION FOR ELECTION BY THE QUALIFIED VOTERS RESIDING WITHIN THE SERVICE AREA.]

**16.04.065. [ELECTION] Appointment of board members.**

Vacancies for service area boards [REQUIRING ELECTED BOARDS] shall be filled by [THE CANDIDATE RECEIVING THE HIGHEST NUMBER OF THE VOTES CAST FOR THAT SEAT. IN THE EVENT THAT NO CANDIDATE FILES FOR ELECTION TO A SEAT WHICH IS TO BE FILLED AT SAID ELECTION, THEN NO ELECTION SHALL BE CONDUCTED FOR THAT PARTICULAR SEAT, AND THE SEAT SHALL BE FILLED BY APPOINTMENT BY THE MAYOR AND CONFIRMED BY THE ASSEMBLY FOLLOWING CERTIFICATION OF THE ELECTION AND IN ACCORDANCE WITH APPLICABLE PROVISIONS OF TITLE 16 GOVERNING FILLING VACANCIES] applicants appointed by the mayor and confirmed by the assembly.

**SECTION 8.** KPB 16.04.080(A) is amended as follows:

**16.04.080. Administrative employees—Appointment, qualifications, and removal.**

- A. *Service area directors.* Except as may otherwise be provided for a specific service area, the director of a service area, whether a paid employee or volunteer shall be appointed by the mayor from a list of recommended names from the service area board. [EXCEPT FOR THE ROAD SERVICE AREA DIRECTOR, WHOSE BOARD CONSISTS OF APPOINTED MEMBERS, AND AS OTHERWISE PROVIDED BELOW, ALL OTHER SERVICE AREA DIRECTORS MAY BE REMOVED BY THE MAYOR WITH A CONCURRENT RECOMMENDATION FROM THE APPLICABLE BOARD. SUCH ACTION BY THE SERVICE AREA BOARD SHALL REQUIRE A MAJORITY VOTE OF THE BOARD MEMBERSHIP. IN THE EVENT THAT THE SERVICE AREA BOARD AND THE MAYOR ARE UNABLE TO AGREE WITHIN 30 DAYS OF THE DATE THE ACTION IS RECOMMENDED, THEN THE MAYOR AND THE SERVICE AREA BOARD SHALL COMMUNICATE TO ATTEMPT TO RESOLVE THE IMPASSE. SUCH COMMUNICATION SHALL OCCUR NO MORE THAN 60 DAYS AFTER THE DATE OF THE INITIAL RECOMMENDATION FOR REMOVAL. FOLLOWING SUCH COMMUNICATION, THE MAYOR SHALL HAVE THE FINAL AUTHORITY TO DETERMINE WHETHER OR NOT TO REMOVE THE DIRECTOR.] Service area directors shall serve at the pleasure of the mayor. The service area board may independently make a recommendation to the mayor regarding the suspension or discharge of the service area director, however such suspension or discharge remains within the sole authority of the mayor.

...

**SECTION 9.** KPB 16.12.020, 16.12.040, 16.12.050 and 16.12.060 are amended as follows:

**16.12.020. Board—Established— [ELECTION] Appointment.**

There is established a board of directors for the Nikiski Fire Service Area composed of seven (7) members who shall be [ELECTED BY THE QUALIFIED VOTERS OF THE SERVICE AREA AS DESIGNATED IN THE BOROUGH ELECTIONS CODE] appointed by the borough mayor and confirmed by the borough assembly].

**16.12.040. - Board—Election of chair and officers.**

At the first regular meeting following certification of the regular borough election by the assembly, and annually thereafter, the board shall elect by majority vote of the board members and from the board members a chair and such other officers as the board shall determine to be desirable who shall hold office until successors are elected.

**16.12.050. Board—Qualifications and terms of office.**

Members of the board of directors shall be qualified voters of the borough who are residents of the service area. [CANDIDATES] Board of director members shall [FILE FOR ELECTION] be appointed to Seats A through G for staggered terms of three years and may serve thereafter until a successor has been [ELECTED OR] appointed, qualified and sworn to assume the duties of office[, EXCEPT THAT THE FIRST ELECTED BOARD SHALL CONTAIN MEMBERS ELECTED FOR LESSER PERIODS AS DESIGNATED IN THE DOCUMENTS SETTING UP THE ELECTION TO PROVIDE FOR STAGGERED TERMS]. Nothing in this section shall be construed to prohibit a member of the board from resigning or their seat from being vacated as provided in this chapter.

**16.12.060. Board—Vacancies—Created when.**

Vacancies on the board are created under the following conditions and upon declaration of vacancy by the board:

- A. If no [CANDIDATE] applicant files for [ELECTION] appointment to a seat which is to be filled [AT SAID ELECTION], or if a successful [CANDIDATE] applicant fails to qualify or take office within 30 days after his/her [ELECTION OR] appointment;

...

**SECTION 10.** KPB 16.16.020, 16.16.040, 16.16.050 and 16.16.060 are amended as follows:

**16.16.020. Board—Established—[NOMINATION AND ELECTION OF] Appointment of members.**

There is established a board of directors for the North Peninsula Recreation Service Area composed of [5] five members who shall be [NOMINATED AND ELECTED BY THE QUALIFIED VOTERS OF THE SERVICE AREA AS PROVIDED IN SECTIONS 4.08.020 (D) AND 16.04.065 OF THIS CODE.] appointed by the borough mayor and confirmed by the borough assembly Board members shall be appointed based on their familiarity with the functions of the service area and financial and budgetary management capabilities.

**16.16.040. Board—Election of officers.**

At the first regular meeting following certification of the regular borough election by the assembly, and annually thereafter, the board shall elect by majority vote of the board members and from the board members a chair[MAN], and such other officers as the board shall determine to be desirable who shall hold office until successors are elected.

**16.16.050. Board—Term of office.**

A member of the board of directors shall be [ELECTED] appointed for a term of three years and may serve thereafter until a successor has been [ELECTED OR] appointed, qualified and sworn to assume the duties of the office [, EXCEPT THAT THE FIRST BOARD SHALL CONTAIN MEMBERS ELECTED FOR LESSER PERIODS AS DESIGNATED IN THE DOCUMENTS SETTING UP THE ELECTION TO PROVIDE FOR STAGGERED TERMS]. Applicants shall file for appointment to Seats A through E for staggered terms of three years. Nothing in this section shall be construed to prohibit a member of the board from resigning or their seat from being vacated as provided in this chapter

**16.16.060. - Board—Vacancies—Created when.**

Vacancies on the board are created under the following conditions and upon declaration of vacancy by the board [IF A MEMBER]:

- A. If no applicant files for appointment to a seat which is to be filled or if a successful applicant fails to qualify or take office within 30 days after his or her appointment; [FAILS TO QUALIFY OR TAKE OFFICE WITHIN 30 DAYS AFTER HIS ELECTION OR APPOINTMENT;]
- B. If a member [I]is physically absent from the service area for a 90-day period, unless excused by the board;
- C. If a member [R]resigns and his resignation is accepted;
- D. If a member [I]is physically or mentally unable to perform the duties of his office;
- E. If a member [I]is removed from office;
- F. If a member [M]misses [3] three consecutive regular meetings unless excused;
- G. If a member [I]is convicted of a felony or of an offense involving a violation of his oath of office.

**SECTION 11.** KPB 16.20.070 is amended as follows:

**16.20.070. - Board—Vacancies—Created when.**

Vacancies on the board are created under the following conditions and upon declaration of vacancy by the board [IF A MEMBER]:

- A. If no applicant files for appointment to a seat which is to be filled or if a successful applicant [F]fails to qualify or take office within 30 days after his or her [ELECTION OR] appointment;



- B. If a member [I]is physically absent from the service area for a 90-day period, unless excused by the board;
- C. If a member [R]resigns and his resignation is accepted;
- D. If a member [I]is physically or mentally unable to perform the duties of his office;
- E. If a member [I]is removed from office;
- F. If a member [M]misses [3] three consecutive regular meetings unless excused;
- G. If a member [I]is convicted of a felony or of an offense involving a violation of his oath of office.

**SECTION 12.** KPB 16.24.020, 16.24.040, 16.24.050 and 16.24.060(A) are amended as follows:

**16.24.020. Board—Established— Appointment [NOMINATION AND ELECTION].**

There is established a board of directors for the South Kenai Peninsula hospital service area composed of [9] nine members who shall be appointed by the borough mayor and confirmed by the borough assembly. [NOMINATED AND ELECTED BY THE QUALIFIED VOTERS OF THE SERVICE AREA AS PROVIDED IN SECTIONS 4.08.020(D) AND 16.04.065 OF THIS CODE.]

**16.24.040. Board—Election of officers.**

At the first regular meeting following certification of the regular borough election by the assembly, and annually thereafter, the board shall elect by majority vote of the members and from the members a chair[MAN] who shall hold office until a successor is elected.

**16.24.050. Board—Qualifications and terms of office.**

Members shall be qualified voters of the borough who are residents of the service area. Each member of the board of directors shall be [ELECTED] appointed for a term of three years and may serve thereafter until a successor has been [ELECTED OR] appointed, qualified and sworn to assume the duties of office, except that the first board shall contain members elected to Seats G, H, and I for initial terms of 1 year and to Seats D, E, and F for initial terms of 2 years in order to provide for staggered terms. Nothing in this section shall be construed to prohibit a member of the board from resigning or their seat from being vacated as provided in this chapter.

**16.24.060. Board—Vacancies—Created when.**

Vacancies on the board are created under the following conditions and upon declaration of vacancy by the board:

- A. If no [CANDIDATE] applicant files for [ELECTION] appointment to a seat which is to be filled [AT SAID ELECTION] or if a successful [CANDIDATE] applicant fails to qualify or take office within 30 days after his [ELECTION OR] appointment;

...

**SECTION 13.** KPB 16.28.020, 16.28.040, 16.28.050 and 16.28.060 are amended as follows:

**16.28.020. Board—Established—Appointment [NOMINATION AND ELECTION] of members.**

There is established a board of directors for the Bear Creek Fire Service Area composed of [5] five members who shall be residents of the service area and [ELECTED BY THE QUALIFIED VOTERS OF THE SERVICE AREA] appointed by the borough mayor and confirmed by the borough assembly as provided in Sections 4.20.010(C) and 16.04.065 of this code. 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.

**16.28.040. Board—Election of officers.**

At the first regular meeting following certification of the regular borough election by the assembly, and annually thereafter, the board shall elect by majority vote of the board members and from the board members a chair[MAN] and such other officers as the board shall determine to be desirable who shall hold office until successors are elected.

**16.28.050. Board—Terms of office.**

A member of the board of directors shall be appointed [ELECTED] for a term of [3] three years and shall serve thereafter until a successor has been [ELECTED OR] appointed, qualified, and sworn to assume the duties of the office[, EXCEPT THAT THE FIRST BOARD SHALL CONTAIN MEMBERS ELECTED FOR LESSER PERIODS AS DESIGNATED IN THE DOCUMENTS SETTING UP THE ELECTION TO PROVIDE FOR STAGGERED TERMS]. Applicants shall file for appointment to Seats A through E for staggered terms of three years. Board members shall be appointed based on their familiarity with the functions of the service area and financial and budgetary management capabilities. Nothing in this section shall be construed to prohibit a member of the board from resigning or their seat from being vacated as provided in this chapter.

**16.28.060. - Board—Vacancies—Created when.**

Vacancies on the board are created under the following conditions and upon declaration of vacancy by the board [IF A MEMBER]:

- A. If no applicant files for appointment to a seat which is to be filled or if a successful applicant [F] fails to qualify or take office within 30 days after his or her [ELECTION OR] appointment;
- B. If a member [I] is physically absent from the service area for a 90 day period, unless excused by the board;
- C. If a member [R] resigns and his resignation is accepted;
- D. If a member [I] is physically or mentally unable to perform the duties of his office;
- E. If a member [I] is removed from office;
- F. If a member [M] misses [3] three consecutive regular meetings unless excused; or
- G. If a member [I] is convicted of a felony or of an offense involving a violation of his oath of office.

**SECTION 14.** KPB 16.30.030, 16.30.050, 16.30.060 and 16.30.070 are amended as follows:

**16.30.030. Joint operations board.**

There is established a joint operations board of directors for oversight of the joint operations of the Central Emergency Service Area with the Central Peninsula Emergency Medical Service Area, to be composed of five members who shall be [NOMINATED AND ELECTED BY THE QUALIFIED VOTERS RESIDING WITHIN THE TWO SERVICE AREAS AS PROVIDED IN SECS. 4.10.020(C) AND 16.04.065 OF THIS CODE] appointed by the borough mayor and confirmed by the borough assembly.

**16.30.050. Board—Election of officers.**

At the first regular meeting following certification of the regular borough election by the Assembly, and annually thereafter, the board shall elect by majority vote of the board members and from the board members a chair[MAN] and such other officers as the board shall determine to be desirable who shall hold office until successors are elected.

**16.30.060. Board—Terms of office.**

A member of the board of directors shall be [ELECTED] appointed for a term of three years and may serve thereafter until a successor has been [ELECTED OR] appointed, qualified and sworn to assume the duties of the office [, EXCEPT THAT THE FIRST BOARD SHALL CONTAIN MEMBERS ELECTED FOR LESSER PERIODS AS DESIGNATED IN THE DOCUMENTS SETTING UP THE ELECTION TO PROVIDE FOR STAGGERED TERMS]. Applicants shall file for appointment to Seats A through E for staggered terms of three years. Board members shall be appointed based on their familiarity with the functions of the service area and financial and budgetary management capabilities. Nothing in this section shall be construed to prohibit a member of the board from resigning or their seat from being vacated as provided in this chapter.

**16.30.070. Board—Vacancies—Created when.**

Vacancies on the board are created under the following conditions and upon declaration of vacancy by the board [IF A MEMBERS]:

- A. If no applicant files for appointment to a seat which is to be filled or if a successful applicant [F]fails to qualify or take office within 30 days after his or her [ELECTION OR] appointment;
- B. If a member [I]is physically absent from the service area for a 90-day period, unless excused by the board;
- C. If a member [C]changes his or her residency for a period longer than 60 days to a location outside of the jurisdiction from which the board is [ELECTED] appointed;
- D. If a member [R]resigns and his or her resignation is accepted;
- E. If a member [I]is physically or mentally unable to perform the duties of his or her office;
- F. If a member [M]misses three consecutive regular meetings unless excused; or
- G. If a member [I]is convicted of a felony or of an offense involving a violation of his or her oath of office.

**SECTION 15.** KP.B 16.40.030 is amended as follows:

**16.40.030. - Joint operations board.**

There is established a joint operations board of directors for oversight of the joint operations of the Central Emergency Service Area with the Central Peninsula

Emergency Medical Service, to be composed of five members who shall be [NOMINATED AND ELECTED BY THE QUALIFIED VOTERS OF THE TWO SERVICE AREAS AS PROVIDED IN SECS. 4.10.020(C) AND 16.04.065 OF THIS CODE] appointed by the borough mayor and confirmed by the borough assembly. All procedures and authorities of the joint operations board are set out through the express terms and conditions of KPB Chapter 16.30.

**SECTION 16.** KPB 16.50.030, 16.50.050, 16.50.060 and 16.50.070 are amended as follows:

**16.50.030. Board of directors.**

There is established a board of directors for oversight of the operations of the Seward-Bear Creek Flood Service Area composed of seven members who shall be [ELECTED BY THE QUALIFIED VOTERS OF THE SERVICE AREA IN THE MANNER PROVIDED IN THE BOROUGH ELECTION CODE AND KPB 16.04.065 AS NOW ENACTED OR MAY BE HEREINAFTER AMENDED] appointed by the borough mayor and confirmed by the borough assembly. Board seats to be filled at the first election of board members shall be staggered as follows: Seats A and D for one year; seats B and E for two years; and seats C, F, and G for three years.

**16.50.050. Board—Election of officers.**

At the first regular meeting following certification of the regular borough election by the assembly, and annually thereafter, the board shall elect by majority vote of the board members, and from the board members, a chair[MAN] and such other officers as the board shall determine to be desirable who shall hold office until successors are elected.

**16.50.060. Board—Terms of office.**

Each member of the board of directors shall be [ELECTED] appointed for a term of three years and may serve thereafter until a successor has been [ELECTED OR] appointed, qualified and sworn to assume the duties of the office [, EXCEPT THAT THE FIRST BOARD SHALL CONTAIN MEMBERS ELECTED FOR LESSER PERIODS AS DESIGNATED IN THE DOCUMENTS SETTING UP THE ELECTION TO PROVIDE FOR STAGGERED TERMS AND AS PROVIDED IN KPB 16.50.030]. Applicants shall file for appointment to Seats A through G for staggered terms of three years. Board members shall be appointed based on their familiarity with the functions of the service area and financial and budgetary management capabilities. Nothing in this section shall be construed to prohibit a member of the board from resigning or their seat from being vacated as provided in this chapter

**16.50.070. Board—Vacancies—Created when.**

Vacancies on the board are created under the following conditions and upon declaration of vacancy by the board [IF A MEMBER]:

- A. If no applicant files for appointment to a seat which is to be filled or if a successful applicant [F] fails to qualify or take office within 30 days after his or her [ELECTION OR] appointment;
- B. If a member [I] is physically absent from the service area for a 90-day period, unless excused by the board;
- C. If a member [C] changes his or her residency for a period longer than 60 days to a location outside of the jurisdiction from which the board is [ELECTED] appointed;
- D. If a member [R] resigns and his or her resignation is accepted;
- E. If a member [I] is physically or mentally unable to perform the duties of his or her office;
- F. If a member [M] misses three consecutive regular meetings unless excused; or
- G. If a member [I] is convicted of a felony or of an offense involving a violation of his or her oath of office.
- H. If a member [I] is removed from office pursuant to a recall election.

**SECTION 17.** KPB 16.55.070 is amended as follows:

**16.55.070. - Board—Vacancies—Created when.**

Vacancies on the board are created under the following conditions and upon declaration of vacancy by the board [IF A MEMBER]:

- A. If no applicant files for appointment to a seat which is to be filled or if a successful applicant [F] fails to qualify or take office within 30 days after his or her [ELECTION OR] appointment;
- B. If a member [I] is physically absent from the service area for a 90-day period, unless excused by the board;
- C. If a member [C] changes his or her residency for a period longer than 60 days to a location outside of the jurisdiction from which the board is [ELECTED] appointed;
- D. If a member [R] resigns and his or her resignation is accepted;
- E. If a member [I] is physically or mentally unable to perform the duties of his or her office;

- F. If a member [M]misses three consecutive regular meetings unless excused; or
- G. If a member [I]is convicted of a felony or of an offense involving a violation of his or her oath of office.
- H. If a member [I]is removed from office pursuant to a recall election.

**SECTION 18.** The following sections in KPB Chapter 16.70 Nikiski Senior Service Area are amended as follows:

**16.70.030. Board—Established—Membership.**

There is established a board of directors for the Nikiski Senior Service Area composed of five members who are [ELECTED BY THE VOTERS IN THE SERVICE AREA IN THE MANNER SET OUT IN THE BOROUGH ELECTIONS CODE] appointed by the borough mayor and confirmed by the borough assembly. Board members shall be qualified voters of the borough and residents of the Nikiski Senior Service Area.

**16.70.050. Board—Election of officers.**

At the first regular meeting following certification of the regular borough election by the assembly, and annually thereafter, the board shall elect by majority vote of the board members a chair and such other officers as the board shall determine to be desirable who shall hold office until successors are elected.

**16.70.060. Board—Term of office.**

Board of directors members shall be [ELECTED]appointed for a term of three years and may serve thereafter until a successor has been [ELECTED] appointed, qualified and sworn to assume the duties of office[; EXCEPT THAT THE FIRST BOARD SHALL CONTAIN MEMBERS ELECTED FOR LESS PERIODS TO PROVIDE FOR STAGGERED TERMS. CANDIDATES] Applicants shall file for [ELECTION] appointment to Seats A through E for staggered terms of three years. Board members shall be appointed based on their familiarity with the functions of the service area and financial and budgetary management capabilities. Nothing in this section shall be construed to prohibit a member of the board from resigning or their seat from being vacated as provided in this chapter.

**16.70.070. Board—Vacancies created when—Filling vacancies.**

- A. Vacancies on the board are created under the following conditions and upon declaration of vacancy by the board:
  - 1. If no [CANDIDATE] applicant files for [ELECTION] appointment to a seat which is to be filled [AT SAID ELECTION]; or if a successful [CANDIDATE]

applicant fails to qualify or take office within 30 days after his/her [ELECTION OR] appointment;

2. If a member is physically absent from the service area for a 90-day period, unless excused by the board;
3. If a member changes his or her residency for a period longer than 60 days to a location outside the service area;
4. If a member resigns, and his/her resignation is accepted;
5. If a member is physically or mentally unable to perform the duties of office;
6. If a member misses three consecutive regular meetings unless excused; or
7. If a member is convicted of a felony or of an offense involving a violation of his or her oath of office.

...

**SECTION 19.** That this ordinance takes effect immediately upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \* 2019.**

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Wayne Ogle, Assembly President

ATTEST:

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Johni Blankenship, Borough Clerk

Yes:

No:

Absent:



# Kenai Peninsula Borough Assembly

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## MEMORANDUM

**TO:** Wayne Ogle, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Johni Blankenship, Borough Clerk (JB)

**FROM:** Willy Dunne, Assembly Member (WD)  
Brent Hibbert, Assembly Member (BH)

**DATE:** August 22, 2019

**RE:** Ordinance 2019-23, Amending KPB Titles 2, 4, and 16 regarding Service Areas to Provide that All Kenai Peninsula Borough Service Area Boards are Appointed Instead of Elected (Dunne, Hibbert)

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The Kenai Peninsula Borough (borough) currently has 12 service area boards. Seven of the boards are elected positions and five of the boards are appointed positions. The borough is one of the few boroughs, if not the only, in the State of Alaska with elected service area boards. Historically, it has been difficult to find qualified candidates willing to run in an election to fill all the service area board seats.

In 2017, three service area boards successfully transitioned from elected boards to appointed boards. In 2019, the borough assembly established the Election Stakeholder Group (ESG) through the direction and adoption of Resolution 2019-006, which included community members and members from many local governments in the borough. The ESG researched ways to increase voter participation by developing sustainable election processes that maximize accessibility and inclusivity. After holding many public meetings throughout 2019, the ESG issued a final report with six specific recommendations regarding potential changes to borough code and election processes which are intended to achieve guiding principles initially adopted by the ESG.

The ESG's recommendation #5 is that the borough provides for appointed rather than elected service area boards. Appointed boards have proven to increase public interest in service on a board as potential board members would not have to run or otherwise comply with the election process requirements.

Changing from elected service area boards to appointed boards will significantly reduce the time and expense involved in borough elections. The clerk's office has indicated that thousands of dollars would be saved by eliminating these seats from the election process as this would reduce printing costs and time required of election officials and the clerk's office in reviewing and verifying election ballots. The appointment process will remain a public process in which the mayor will appoint interested applicants and the assembly would confirm the appointment to service area boards. Appointed boards have functioned well for the other five service areas in the borough and throughout other service areas in the state.



**MAYOR'S REPORT TO THE ASSEMBLY**

**TO:** Wayne Ogle, Assembly President  
Members, Kenai Peninsula Borough Assembly

**FROM:** Charlie Pierce, Kenai Peninsula Borough Mayor



**DATE:** September 3, 2019

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Assembly Request / Response

None

Agreements and Contracts

None

Other

- a. Capital Projects Reports – June 30, 2019
- b. Revenue-Expenditure Report – July 2019
- c. Budget Revisions – July 2019

Kenai Peninsula Borough  
Finance Department

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**MEMORANDUM**

**TO:** Wayne Ogle, 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:** August 21, 2019

**RE:** Capital Project Reports – June 30, 2019

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Attached are the quarterly project reports for the Borough's capital project funds:

Fund 400 - Borough and Grant Funded School Capital Projects Fund  
Fund 401 - Bond Funded Capital Projects Fund  
Fund 407 - General Government Capital Projects Fund  
Fund 411 - Solid Waste Capital Projects Fund  
Fund 434 - Road Service Area Capital Projects Fund  
Fund 441 - Nikiski Fire Service Area Capital Projects Fund  
Fund 442 - Bear Creek Service Area Capital Projects Fund  
Fund 443 - CES Service Area Capital Projects Fund  
Fund 444 - Anchor Point Service Area Capital Projects Fund  
Fund 446 - Kachemak Emergency Service Area Capital Projects Fund  
Fund 455 - Communication Center 911 Capital Projects Fund  
Fund 459 - North Peninsula Recreation Service Area Capital Projects Fund  
Fund 490 - Central Peninsula Hospital Capital Projects Fund  
Fund 491 - South Peninsula Hospital Capital Projects Fund

# School Revenue Projects - Fund 400

Balances through June 30, 2019

	Project	Year Appropriated	Site Number	Project Description	Authorized Amount	FY19 Budget	Expend FY19	Total LTD Expenditures	Unexpended Balance
Sch	13DSG	2013	78050	A/W Design Improvements	\$ 200,000	\$ 147,565	\$ -	\$ 52,435	\$ 147,565
Sch	13FLR	2013	19010	Admin Building Flooring	35,000	5,109	-	29,891	5,109
	13000	2013	78050	A/W Auditorium Lighting Upgrades	100,000	1,311	1,311	100,000	0
Grt	13489	2013	78050	A/W Security Camera Systems	1,625,000	32,109	32,109	1,625,000	- *
	14BAT	2014	78050	A/W Bat Removal	50,000	41,587	-	8,413	41,587 *
Sch	14SEC	2014	78050	A/W Security/Safety Improvements	1,370,000	70,831	69,876	1,369,045	955
	14000	2014	78050	A/W Auditorium Lighting Upgrades	75,000	21,577	5,639	59,062	15,938
	14704	2014	71030	Nanwalek Propane Tank	150,000	4,838	-	145,163	4,838 *
	14759	2014	78050	A/W Water Quality Improvements	50,000	5,840	5,840	50,000	- *
	15759	2015	78050	A/W Water Quality Improvements	150,000	2,200	2,200	150,000	- *
	16782	2016	78050	A/W ADA Upgrades	150,000	226	-	149,774	226
	16801	2016	78050	A/W HVAC Upgrades	200,000	29,632	29,632	200,000	- *
	16855	2016	78050	A/W Locker Replacement	125,000	99,390	-	25,610	99,390
	17704	2017	71030	Nanwalek Propane Tank	125,000	3,026	-	121,974	3,026 *
	17714	2017	78050	A/W Window/Siding Replacement	275,000	34,399	-	240,601	34,399
	17727	2017	78050	A/W Bleacher Replacement	100,000	22,675	-	77,325	22,675
	17728	2017	78050	A/W Doors/Entries	100,000	29,236	29,236	100,000	- *
	17759	2017	78050	A/W Water Quality Improvements	75,000	46,001	46,001	75,000	- *
	17780	2017	78050	A/W Playground Upgrades	75,000	17,141	425	58,284	16,716
	17782	2017	78050	A/W ADA Upgrades	75,000	23,494	918	52,424	22,576
	17802	2017	78050	A/W Asphalt/Sidewalk Repair	75,000	734	-	74,266	734
	17860	2017	78050	A/W Generator/Hardware	100,000	5,846	300	94,454	5,546
	18728	2018	78050	A/W Doors/Entries	100,000	61,816	49,834	88,018	11,982
	18755	2018	78050	A/W Flooring Upgrades	275,000	56,886	56,886	275,000	- *
	18759	2018	78050	A/W Water Quality Improvements	125,000	125,000	44,257	44,257	80,743
	18801	2018	78050	A/W HVAC Upgrades	15,000	15,000	15,000	15,000	- *
	18802	2018	78050	A/W Asphalt/Sidewalk Repair	150,000	97,876	-	52,124	97,876
	18851	2018	78010	A/W Portables/Outbuildings	75,000	41,910	23,563	56,653	18,347
	18860	2018	78050	A/W Generator/Hardware	75,000	67,477	49,903	57,426	17,574
	18888	2018	19010	Borough BLDG Boiler Replacement	127,500	117,446	117,446	127,500	- *
	19714	2019	78050	A/W Window/Siding Replacement	150,000	150,000	-	-	150,000
	19755	2019	78050	A/W Flooring Upgrades	175,000	175,000	172,570	172,570	2,430 *
	19758	2019	78050	A/W Electrical/Lighting	150,000	150,000	127,784	127,784	22,216
	19782	2019	78050	A/W ADA Upgrades	75,000	75,000	18,100	18,100	56,900
	19801	2019	78050	A/W HVAC/DDC Upgrades	75,000	75,000	9,228	9,228	65,772
	19802	2019	78050	A/W Asphalt/Sidewalk Repair	150,000	150,000	-	-	150,000
	19803	2019	78050	A/W Elevator Upgrades	50,000	50,000	-	-	50,000
	19851	2019	78010	A/W Portables/Outbuildings	75,000	75,000	-	-	75,000
	19856	2019	78050	A/W Security/Safety	300,000	300,000	141,759	141,759	158,241
	19860	2019	78050	A/W Generator/Hardware	50,000	50,000	-	-	50,000
	19BOI	2019	72010	Homer High Boiler Replacement	425,000	425,000	13,701	13,701	411,299
KSELO		2019	71065	KSELO New School Construction	10,010,000	10,010,000	-	-	10,010,000
SPREP		2019	76030	Relocate Portables From SPREP	300,000	300,000	-	-	300,000
<b>Project Totals</b>					<b>\$ 18,207,500</b>	<b>\$ 13,213,179</b>	<b>\$ 1,063,519</b>	<b>\$ 6,057,840</b>	<b>\$ 12,149,660</b>

Beginning Fund Balance 7/1/18		\$ 1,033,837
Funds Provided:		
FY19 Transfer from General Fund	\$ 1,625,000	
FY19 Transfer from KPBSD	300,000	
13489 DCCED State Grant - Areawide Security Cameras	32,109	
13DSG FY13 Local Contribution - KPBSD Design	147,565	
13FLR FY13 Local Contribution - KPBSD Admin Bldg Floor	5,109	
14SEC FY14 Local Contribution - KPBSD Security-Safety	70,831	
18888 Transfer from General Gov Capital Project Fund	7,500	
KESLO AK Dept of Education & Early Development	10,010,000	
D056M Miscellaneous Revenue - Denied Insurance Claim - Susan B	(72,664)	
Miscellaneous Revenue	2,826	
Total Funds Provided		12,128,276
Funds applied - current year expenditures		(1,063,519)
Funds obligated to existing projects		(12,149,660)
Projects completed, cancelled or other funding source identified		51,881 *
Funds available for appropriation and for future capital expansion plans		\$ 816

## Bond Projects - Fund 401

Balances through June 30, 2019

Project	Year Appropriated	Project Description	Authorized Amount	FY19 Budget	Expend FY19	Total LTD Expenditures	Unexpended Balance
11SCH	2011	KPBSD Roof Replacements	\$ 16,894,646	\$ 26,679	\$ 1,156	\$ 16,869,123	\$ 25,523
14SCH	2014	FY14 School Roof Replacements	22,984,575	2,400,509	23,146	20,607,212	2,377,363 *
Project Totals			<u>\$ 39,879,222</u>	<u>\$ 2,427,188</u>	<u>\$ 24,301</u>	<u>\$ 37,476,335</u>	<u>\$ 2,402,886</u>
Beginning Fund Balance 7/1/18							\$ 2,632,735
Funds Provided:							
FY19 School Bond (FY14 issued) Interest						<u>\$ 55,586</u>	
Total Funds Provided							55,586
Funds applied - current year expenditures							(24,301)
Funds obligated to existing projects							(2,402,886)
Projects completed or cancelled							<u>2,377,363 *</u>
Funds available for appropriation and for future capital expansion plans							<u>\$ 2,638,497</u>
Fund Balance:							
School Bond interest prior to FY2011							44,831
School Bond FY11							217
School Bond FY14							216,085
Projects to close/roll							<u>2,377,363</u>
Ending Fund Balance							<u>\$ 2,638,497</u>

\* Pending DEED approval to roll into new project

# General Government Projects - Fund 407

Balances through June 30, 2019

Project	Year Appropriated	Project Description	Authorized Amount	FY19 Budget	Expend FY19	Total LTD Expenditures	Unexpended Balance
14MAN	2014	Manatron Software Upgrade	\$ 75,000	\$ 73,800	\$ -	\$ 1,200	\$ 73,800
15SOF	2015	Software Upgrade	75,000	64,364	-	10,636	64,364
16KRC	2016	River Center Bldg Repairs	49,000	12,395	-	36,605	12,395
16REC	2016	Records Mgmt Software	100,000	100,000	-	-	100,000
18ITR	2018	IT Dept Remodel	100,000	36,950	29,466	92,516	7,484
19407	2019	Card Entry Security System	150,000	150,000	50,842	50,842	99,158
Project Totals			549,000	437,509	80,308	191,799	357,201
Transfer to School Capital Fund 400 - Boiler Repair			7,500	7,500	7,500	7,500	-
Totals			\$ 556,500	\$ 445,009	\$ 87,808	\$ 199,299	\$ 357,201

Beginning Fund Balance 7/1/18	\$ 748,514
Funds applied - current year expenditures	(87,808)
Funds obligated to existing projects	(357,201)
Projects completed or cancelled	-
Funds available for appropriation and for future capital expansion plans	<u>\$ 303,506</u>

# Solid Waste Projects - Fund 411

Balances through June 30, 2019

	Project	Year Appropriated	Project Description	Authorized Amount	FY19 Budget	Expend FY19	Total LTD Expenditures	Unexpended Balance
Bond	17SWB	2017	SW CPL Equip/Plan/Design/Construction	\$ 5,999,365	\$ 2,515,587	\$ 1,423,063	\$ 4,906,841	\$ 1,092,524
	18CDE	2018	FY18 C&D Cell Expansion	350,000	250,994	77,335	176,341	173,659
	18GAS	2018	Landfill Gas to Energy Project	100,000	100,000	70,600	70,600	29,400
	19CDE	2019	FY19 C&D Cell Expansion	50,000	50,000	-	-	50,000
	19HLC	2019	FY19 SW-Homer Landfill Closure - Phase 2	2,322,000	2,322,000	74,052	74,052	2,247,948
Project Totals				<u>\$ 8,821,365</u>	<u>\$ 5,238,581</u>	<u>\$ 1,645,050</u>	<u>\$ 5,227,835</u>	<u>\$ 3,593,531</u>

	Capt Proj Fund	Closure/Post	17SWB Bond	Total
Beginning Fund Balance 7/1/18	\$ 881,626	\$ 7,778,696	\$ 2,580,717	\$ 11,241,039
Funds Provided:				
FY19 Transfer from Operating Fund	100,000			
FY19 Interest Earnings	296,452			
FY19 Transfer for Closure/Post		1,053,098		
FY19 Interest Earnings on 17SWB Bond Proceeds			34,467	1,484,017
Funds applied - current year expenditures	(147,935)	(140,495)	(1,423,063)	(1,711,494)
Funds obligated to existing projects	(253,059)	(2,247,948)	(1,092,524)	(3,593,531)
Projects completed or cancelled	-	-	-	-
Funds available for approp. and future capital expansion plans	<u>\$ 877,084</u>			877,084
Closure/post closure liability		<u>\$ 6,443,351</u>		6,443,351
Funds restricted for SWD bond			<u>\$ 99,597</u>	99,597
Ending fund balance				<u>\$ 7,420,031</u>



# Road Service Area Projects - Fund 434

Balances through June 30, 2019

Project	Year Appropriated	Project Description	Authorized Amount	FY19 Budget	Expend FY19	Total LTD Expenditures	Unexpended Balance
2014 DCCED for Borough Wide Road Grant (\$100,000)							
14JAC	2014	Jacobs Ladder Repair	\$ 100,000	\$ 94,651	\$ 304	\$ 5,653	\$ 94,347
2016-17 North Road Extension							
16NRD	2016	North Road Extension	7,218,242	5,575,128	1,802,053	3,445,167	3,773,075
2015 DCCED Borough Wide Road Grant (\$4,000,000)							
15089	2015	Borough Wide Road Grant	12,719	12,719	-	-	12,719
C10DA	2017	Dayspring/Hallelujah	59,198	9,001	9,001	59,198	-
C2DIA	2017	Diane St/Glacier Ave	4,144	-	-	4,144	-
C2HUS	2017	Huske & Betty Lou	465,080	220,187	207,142	452,035	13,045
C5ALE	2017	Alex Dr/Alex Ct	28,846	-	-	28,846	-
C5CAR	2017	Carver Dr/Knoll Ct	187,273	29,596	29,596	187,273	-
S7HIL	2017	Hill Ave/Tom Cat	124,783	3,635	3,635	124,783	-
S7TRA	2017	Tracy Ave	13,557	-	-	13,557	-
S8WYO	2017	Wyoh Way	1,123,638	1,080,080	1,019,730	1,063,288	60,350
W7IGL	2017	Divine Estates/Igloo-Dana Bayes	56,405	-	-	56,405	-
18GRV	2018	Borough Gravel Projects	200,215	-	-	200,215	-
C2BEN	2018	Benedict/River Ridge/Moose	17,072	6,871	6,871	17,072	-
C2MOO	2018	Moose Dr/Pederson Lane	16,183	1,071	1,071	16,183	-
C5TUR	2018	Turnbuckle Terrace	14,669	1,022	1,022	14,669	-
N1MOR	2018	Morning Circle	29,511	26,103	25,567	28,975	536
N5HEI	2018	Heights Lane/Hillside Dr	362,326	333,095	247,784	277,015	85,311
S7KIL	2018	Kilcher Road	437,415	404,500	404,500	437,415	-
S8MOD	2018	Morrison Dr	105,629	93,705	93,508	105,432	197
W4MYR	2018	Myra/David/Peggy/Sharon	379,060	341,814	278,157	315,404	63,657
19GRV	2019	Borough Gravel Projects	208,111	208,111	208,106	208,106	5
S5BDR	2019	Flintlock Ln/Bidarki Dr/Bridger Rd	30,550	30,550	28,655	28,655	1,895
S7GLE	2019	Glenn Rd/Kipling Cir	31,091	31,091	29,628	29,628	1,463
S7HLR	2019	Hulter Road	33,774	33,774	33,774	33,774	-
W4TIM	2019	Tim Ave/Muir St/Creek View Rd	54,060	54,060	54,060	54,060	-
W6TER	2019	Tern Cir/Jacnjil Cir/Jitney Cir	4,690	4,690	4,690	4,690	-
			4,000,000				
2019 Road CIP Projects (\$2,428,000)							
19CIP	2019	Borough Wide FY19 Local Funds	351,830	351,830	-	-	351,830
C2DIA	2017	Diane St/Glacier Ave	10,000	10,000	-	-	10,000
S7TRA	2017	Tracy Ave	10,000	10,000	-	-	10,000
W7IGL	2017	Divine Estates/Igloo-Dana Bayes	10,000	10,000	-	-	10,000
19GRV	2019	Borough Gravel Projects	150,000	150,000	-	-	150,000
S5BDR	2019	Flintlock Ln/Bidarki Dr/Bridger Rd	383,450	383,450	183	183	383,267
S7GLE	2019	Glenn Rd/Kipling Cir	523,909	523,909	183	183	523,726
S7HLR	2019	Hulter Road	606,486	606,486	-	-	606,486
W4TIM	2019	Tim Ave/Muir St/Creek View Rd	302,940	302,940	-	-	302,940
W6TER	2019	Tern Cir/Jacnjil Cir/Jitney Cir	79,385	79,385	-	-	79,385
			2,428,000				
Project Totals			\$ 13,746,242	\$ 11,023,456	\$ 4,489,222	\$ 7,212,009	\$ 6,534,233
Beginning Fund Balance 7/1/18							\$ 5,874,557
Funds Provided:							
		FY19 Transfer from Operating Fund			\$ 1,750,000		
14JAC		DCCED Boro Wide Improvement			94,651		
15089		DCCED Boro Wide Improvement			2,925,677		
16NRD		US Dept. of Transportation			5,575,128		
16NRD		Over Reported In-Kind Contributions			(94,651)		
		FY19 Interest Earnings			252,007		
		Total Funds Provided					10,502,811
Funds applied - current year expenditures							(4,489,222)
Funds obligated to existing projects							(6,534,233)
Projects completed or cancelled by Service Area Board Action							-
Funds available for appropriation and for future capital expansion plans							\$ 5,353,913

# Nikiski Fire Projects - Fund 441

Balances through June 30, 2019

Project	Year Appropriated	Project Description	Authorized Amount	FY19 Budget	Expend FY19	Total LTD Expenditures	Unexpended Balance
15416	2015	Vehicle Computer Aided Dispatch	\$ 250,000	\$ 228,625	\$ 26,824	\$ 48,198	\$ 201,802
16412	2016	Roadway Emergency Signs	75,000	16,977	10,389	68,412	6,588
18411	2018	ST 1 Repairs/Maintenance	150,000	147,526	49,130	51,604	98,396
18412	2018	ST 1 Exhaust Removal System	100,000	98,247	337	2,090	97,910
18SEP	2018	ST 1 Septic System Replacement	75,000	31,150	2,020	45,870	29,130 *
19411	2019	NFSA Fire ST 3 New Construction	3,200,000	3,200,000	103,500	103,500	3,096,500
19412	2019	Parking Lot Repairs ST 1 & 2	100,000	100,000	25,043	25,043	74,957
19413	2019	Fire Station Alerting Systems	100,000	100,000	38,164	38,164	61,836
19GEN	2019	Emergency Generator/Parts	92,000	92,000	320	320	91,680
Project Totals			<u>\$ 4,142,000</u>	<u>\$ 4,014,525</u>	<u>\$ 255,726</u>	<u>\$ 383,201</u>	<u>\$ 3,758,799</u>

Beginning Fund Balance 7/1/18	\$ 3,988,381
Funds Provided:	
FY19 Transfer from Operating Fund	\$ 500,000
FY19 Interest Earnings	165,496
Total Funds Provided	<u>665,496</u>
Funds applied - current year expenditures	(255,726)
Funds obligated to existing projects	(3,758,799)
Projects completed or cancelled by Service Area Board Action	<u>29,130 *</u>
Funds available for appropriation and for future capital expansion plans	<u><u>\$ 668,482</u></u>

# Bear Creek Fire Service Area Projects - Fund 442

Balances through June 30, 2019

Project	Year Appropriated	Project Description	Authorized Amount	FY19 Budget	Expend FY19	Total LTD Expenditures	Unexpended Balance
13566	2013	Multi-Use Facility Construction	\$ 5,488,263	\$ 3,316	\$ 3,038	\$ 5,487,984	\$ 278
14421	2014	Dispatch/Communication Equip	25,000	10,517	7,970	22,453	2,547
19421	2019	Turnout Gear	21,267	21,267	20,983	20,983	284
19422	2019	SCBA Bottle Replacement	20,786	20,786	-	-	20,786
<b>Project Totals</b>			<b>\$ 5,555,316</b>	<b>\$ 55,886</b>	<b>\$ 31,991</b>	<b>\$ 5,531,421</b>	<b>\$ 23,895</b>
Beginning Fund Balance 7/1/18							\$ 338,326
Funds Provided:							
FY19 Transfer from Operating Fund						\$ 50,000	
FY19 Interest Earnings						14,028	
Total Funds Provided							64,028
Funds applied - current year expenditures							(31,991)
Funds obligated to existing projects							(23,895)
Projects completed or cancelled by Service Area Board Action							-
Funds available for appropriation and for future capital expansion plans							<u>\$ 346,467</u>

# Central Emergency Services Projects - Fund 443

Balances through June 30, 2019

	Project	Year Appropriated	Project Description	Authorized Amount	FY19 Budget	Expend FY19	Total LTD Expenditures	Unexpended Balance
	12469	2012	Training Facility Relocation	\$ 350,000	\$ 74,311	\$ 5,640	\$ 281,329	\$ 68,671
	13465	2013	Mobile Data Terminals	105,000	38,695	30,764	97,069	7,931
Bond	16CES	2016	Emergency Response Vehicles	2,795,138	35,241	-	2,759,897	35,241
	17461	2017	ST 5 Insulation	100,000	34,378	30,277	95,899	4,101 *
	17463	2017	CES Lighting Improvements	110,000	29,752	5,956	86,204	23,796
	18461	2018	Fire Station Alerting System	400,000	400,000	170,035	170,035	229,965
	18462	2018	ST 3 Painting/Concrete Seal	170,000	169,117	110,735	111,618	58,382 *
	18463	2018	ST 4 Painting/Siding	125,000	123,391	112,578	114,186	10,814 *
	19461	2019	SCBA Compressor	450,000	450,000	-	-	450,000
	19462	2019	Rescue Boat	125,000	125,000	-	-	125,000
	19463	2019	Enclosed Cargo Trailer	35,000	35,000	-	-	35,000
	19465	2019	Mobile Data Terminals	35,000	35,000	1,769	1,769	33,231
	19469	2019	Training Site Phase 2 Expansion	150,000	150,000	-	-	150,000
	19TKR	2019	CES Pumper/Tanker	656,500	656,500	-	-	656,500
Project Totals				<u>\$ 5,606,638</u>	<u>\$ 2,356,385</u>	<u>\$ 467,753</u>	<u>\$ 3,718,006</u>	<u>\$ 1,888,632</u>

	Capt Proj Fund	16CES Bond	Total
Beginning Fund Balance 7/1/18	\$ 1,669,567	\$ 43,667	\$ 1,713,234
Funds Provided:			
FY19 Transfer from Operating Fund	550,000		
FY19 Interest Earnings	72,573		
State of AK Dept CCED - 19TKR	487,500		
FY19 Interest Earnings on 16CES Bond Proceeds		963	1,111,036
Funds applied - current year expenditures	(467,753)	-	(467,753)
Funds obligated to existing projects	(1,853,391)	(35,241)	(1,888,632)
Projects completed or cancelled by Service Area Board Action	73,297	-	73,297 *
Funds available for approp. and for future capital expansion plans	<u>\$ 531,793</u>		531,793
Funds restricted for 16CES bond		<u>\$ 9,389</u>	9,389
Ending fund balance			<u>\$ 541,182</u>

# Anchor Point Fire Service Area Projects - Fund 444

Balances through June 30, 2019

Project	Year Appropriated	Project Description	Authorized Amount	FY19 Budget	Expend FY19	Total LTD Expenditures	Unexpended Balance
111NK	2011	Water Storage Tank Installation	\$ 50,000	\$ 23,928	\$ 7,490	\$ 33,562	\$ 16,438
18441	2018	Emergency Water Fill Site FY18	100,000	59,033	49,368	90,335	9,665
19441	2019	Emergency Water Fill Site FY19	100,000	100,000	24,203	24,203	75,797
19442	2019	Fire Ladder Truck	85,850	85,850	85,769	85,769	81
19443	2019	ST 1 Boiler Replacement	50,000	50,000	1,964	1,964	48,036
Project Totals			<u>\$ 385,850</u>	<u>\$ 318,810</u>	<u>\$ 168,794</u>	<u>\$ 235,834</u>	<u>\$ 150,016</u>

Beginning Fund Balance 7/1/18	\$ 180,586
Funds Provided:	
FY19 Transfer from Operating Fund	\$ 160,000
FY19 Interest Earnings	<u>6,927</u>
Total Funds Provided	166,927
Funds applied - current year expenditures	(168,794)
Funds obligated to existing projects	(150,016)
Projects completed or cancelled by Service Area Board Action	<u>-</u>
Funds available for appropriation and for future capital expansion plans	<u>\$ 28,703</u>

# Kachemak Service Area Projects - Fund 446

Balances through June 30, 2019

Project	Year Appropriated	Project Description	Authorized Amount	FY19 Budget	Expend FY19	Total LTD Expenditures	Unexpended Balance
15087	2015	Inter Gov't Loan Int Exp	\$ 6,870	\$ 6,870	\$ 6,870	\$ 6,870	\$ -
17482	2017	Fire ST 2 Water Tank Install	25,000	6,962	-	18,038	6,962
19PMP	2019	KESA Pumper/Tanker	501,000	501,000	-	-	501,000
Project Totals			<u>\$ 532,870</u>	<u>\$ 514,832</u>	<u>\$ 6,870</u>	<u>\$ 24,908</u>	<u>\$ 507,962</u>

Beginning Fund Balance 7/1/18	\$ 71,210
Funds Provided:	
FY19 Transfer from Operating Fund	\$ 465,387
FY19 Interest Earnings	11,163
Total Funds Provided	<u>476,550</u>
Funds applied - current year expenditures	(6,870)
Funds obligated to existing projects	(507,962)
Projects completed or cancelled by Service Area Board Action	<u>-</u>
Funds available for appropriation and for future capital expansion plans	<u>\$ 32,928</u>

# Communication Center 911 Projects - Fund 455

Balances through June 30, 2019

Project	Year Appropriated	Project Description	Authorized Amount	FY19 Budget	Expend FY19	Total LTD Expenditures	Unexpended Balance
17CCR	2017	SPSCC Renovation Project	\$ 491,000	\$ 314,683	\$ 27,406	\$ 203,724	\$ 287,276 *
Project Totals			<u>\$ 491,000</u>	<u>\$ 314,683</u>	<u>\$ 27,406</u>	<u>\$ 203,724</u>	<u>\$ 287,276</u>

Beginning Fund Balance 7/1/18	\$ 239,683
Funds Provided:	
Funds from Tesoro Foundation	\$ 75,000
Total Funds Provided	75,000
Funds applied - current year expenditures	(27,406)
Funds obligated to existing projects	(287,276)
Projects completed or cancelled	175,000 *
Due to the General Fund	<u>(175,000)</u>
Funds available for appropriation and for future capital expansion plans	<u><u>\$ -</u></u>

# North Peninsula Recreation Projects - Fund 459

Balances through June 30, 2019

Project	Year Appropriated	Project Description	Authorized Amount	FY19 Budget	Expend FY19	Total LTD Expenditures	Unexpended Balance
18451	2018	Fire Alarm System Replacement	\$ 165,000	\$ 155,976	\$ 82,168	\$ 91,192	\$ 73,808
18452	2018	Sidewalk Replacements	260,000	88,293	20,969	192,676	67,324 *
19451	2019	Community Center Remodel	355,000	355,000	745	745	354,255
19452	2019	Pool Water Pressure Tank	31,000	31,000	27,046	27,046	3,954 *
19SEP	2019	Pool Septic System	90,000	90,000	71,439	71,439	18,561
Project Totals			<u>\$ 901,000</u>	<u>\$ 720,268</u>	<u>\$ 202,367</u>	<u>\$ 383,099</u>	<u>\$ 517,901</u>

Beginning Fund Balance 7/1/18	\$ 479,864
Funds Provided:	
FY19 Transfer from Operating Fund	\$ 440,000
FY19 Interest Earnings	27,896
Total Funds Provided	<u>467,896</u>
Funds applied - current year expenditures	(202,367)
Funds obligated to existing projects	(517,901)
Projects completed or cancelled by Service Area Board Action	<u>71,278</u> *
Funds available for appropriation and for future capital expansion plans	<u>\$ 298,770</u>



# Central Peninsula Hospital Projects - Fund 490

Balances through June 30, 2019

Project	Year Appropriated	Project Description	Authorized Amount	FY19 Budget	Expend FY19	Total LTD Expenditures	Unexpended Balance
Provided by Bond Proceeds							
14CPH	2014	CPH Specialty Clinic Bld	\$ 41,249,563	\$ 213,940	\$ 70,873	\$ 41,106,496	\$ 143,067
18CPH	2018	CPH OB/Cath Lab	29,140,645	26,995,262	19,651,052	21,796,435	7,344,210
Provided by Grants Funds							
16TRA	2016	CPH Transitional Housing	845,111	1,337	-	843,775	1,337 *
Funds Provided by Hospital Plant Replacement Fund							
11MDI	2011	Mundel Bldg improvements	738,750	74,173	-	664,577	74,173 *
15FLR	2015	CPH Fluoroscopy Equip	438,713	87,743	-	350,970	87,743 *
15IMG	2015	CPH Imaging Dept Project	8,153,785	75,622	-	8,078,163	75,622
16TRA	2016	CPH Transitional Housing	996,239	45,783	10,725	961,181	35,057 *
17OBL	2017	CPH OB/Cardiac Cath Lab	10,000,000	5,675,083	919,117	5,244,034	4,755,966
354TY	2017	354 Tye ST Property Purchase	750,900	243,072	-	507,828	243,072 *
19DAV	2019	Surgical Robotic System	2,261,250	2,261,250	2,168,634	2,168,634	92,616
19ELV	2019	Elevator Repair	126,505	126,505	108,634	108,634	17,871
19EQU	2019	OB/Cath Lab Equipment	1,244,308	1,244,308	-	-	1,244,308
Total Funds Provided by Hospital Plant Replacement Fund			24,710,450	9,833,538	3,207,111	18,084,022	6,626,428
Project Totals			\$ 95,945,769	\$ 37,044,078	\$ 22,929,036	\$ 81,830,727	\$ 14,115,042

	Capt Proj Fund	KHCTR	CPH Bonds	Total
Beginning Fund Balance 7/1/18	\$ 673,052	\$ 627,895	\$ 27,517,896	\$ 28,818,843
Funds Provided:				
11MDI FY11 Local Contributions	74,173			
15FLR FY15 Local Contribution Fluoroscopy	87,743			
15IMG FY15 Local Contribution CPH Imaging Center	75,622			
16TRA FY16 Local Contribution/Medical Facilities	45,783			
16TRA CPH Foundation/Serenity House	1,337			
17OBL CPH OB / Card Cath Lab	5,675,083			
354TY CPH Local Contribution - 354 Tye Property	243,072			
19DAV CPH Local Contribution - Surgical Robotics	2,261,250			
19ELV CPH Local Contribution - Elevator Repair	126,505			
19EQU CPH Local Contribution - OB/Cath Lab Equip	1,244,308			
FY19 Interest Earnings	51,696			
State Contributions KHCTR		38,135		
Local Contributions KHCTR		23,373		
FY19 Interest Earnings KHCTR		20,221		
FY19 Interest Earnings on CPH Bond Proceeds			448,186	10,416,487
Funds applied - current year expenditures	(3,207,111)	(2,150)	(19,721,925)	(22,931,186)
Funds obligated to existing projects	(6,627,764)	-	(7,487,278)	(14,115,042)
Projects completed or cancelled	441,382	-	-	441,382 *
Funds available for approp. and future capital projects	\$ 1,166,130			1,166,130
Funds restricted For Kenai Health Center Maintenance		\$ 707,474		707,474
Funds restricted for CPH bonds			\$ 756,880	756,880
Ending fund balance				\$ 2,630,485

# South Peninsula Hospital Projects - Fund 491

Balances through June 30, 2019

Project	Year Appropriated	Project Description	Authorized Amount	FY19 Budget	Expend FY19	Total LTD Expenditures	Unexpended Balance	
Funds Provided by Local Funds								
	17SHB	2017	Operating Room Heat/Humidity	\$ 300,000	\$ 69,607	\$ -	\$ 230,393	\$ 69,607
	17SHC	2017	Digital Radiology Equipment	200,000	40,300	-	159,700	40,300 *
	17SHV	2017	GYN Equipment	30,000	30,000	-	-	30,000
Bond	17SPH	2017	HVAC System	1,778,996	5,357	3,231	1,776,871	2,126
Bond	17SPM	2017	Homer Medical Center	3,018,898	54,431	(8,807)	2,955,660	63,238
	18SHB	2018	Nurse Call System Upgrade	274,000	274,000	274,000	274,000	- *
	18SHD	2018	Chiller/AC Unit	145,000	145,000	-	-	145,000 *
	18SHE	2018	AMSCO Steam Sterilizer	143,500	14,182	-	129,318	14,182 *
	18SHF	2018	Patient Monitoring System Upgrades	122,800	122,800	-	-	122,800
	18SHG	2018	HVAC Zone Digital Controls	110,945	110,945	-	-	110,945
	18SHJ	2018	Elevator Upgrade	83,000	83,000	-	-	83,000
	18SHL	2018	Procedure Documentation Software	70,922	70,922	-	-	70,922 *
	18SHM	2018	In Wall O2 and Suction Installed	56,000	56,000	-	-	56,000 *
	18SHR	2018	System 7 Cordless Drill	50,000	8,141	-	41,859	8,141 *
	18SHS	2018	AMSCO Surgical Table	47,000	47,000	47,000	47,000	- *
	19SHB	2019	Nurse Call System Upgrade FY19	251,095	251,095	15,553	15,553	235,542
	19SHC	2019	Carpet Rehab Hallway	21,000	21,000	21,000	21,000	- *
	19SHD	2019	Chiller/AC Unit FY19	17,000	17,000	-	-	17,000 *
	19SHE	2019	Access Control/Security Cameras	95,000	95,000	28,710	28,710	66,290
	19SHF	2019	MRI Vital Signs Monitor/Display	62,000	62,000	60,533	60,533	1,467 *
	19SHG	2019	Dell Storage Array for Pacs	32,500	32,500	32,500	32,500	- *
	19SHH	2019	Uninterruptible Power Supply	17,000	17,000	-	-	17,000 *
	19SHJ	2019	IS Backup System Replacement	50,726	50,726	50,726	50,726	- *
	19SHK	2019	Digital Video Cystoscope	19,800	19,800	17,900	17,900	1,900 *
	19SHL	2019	Endoscopes/EGD Scopes	261,381	261,381	261,381	261,381	- *
	19SHU	2019	Various Equipment	24,118	24,118	24,118	24,118	- *
	19SHZ	2019	Ultrasound Machines	375,000	375,000	68,020	68,020	306,980
Funds Provided by Hospital Plant Replacement Fund								
	19MON	2019	Patient Monitors	756,000	756,000	900	900	755,100
Project Totals			\$ 8,413,681	\$ 3,114,305	\$ 896,766	\$ 6,196,141	\$ 2,217,540	
					<b>Capt Proj Fund</b>	<b>17SPH/M Bond</b>	<b>Total</b>	
Beginning Fund Balance 7/1/18					\$ 2,218,898	\$ 78,772	\$ 2,297,670	
Funds Provided:								
FY19 Transfer from Operating Fund					1,700,000			
FY19 Interest Earnings					134,271			
SPH Local Contribution - Patient Monitors					756,000			
FY19 Interest Earnings on 17SPH/M Bond Proceeds						1,801	2,592,072	
Funds applied - current year expenditures					(902,341)	5,575	(896,766)	
Funds obligated to existing projects					(2,152,176)	(65,364)	(2,217,540)	
Projects completed or cancelled					371,912	-	371,912 *	
Funds available for approp. and future capital expansion plans					\$ 2,126,564		2,126,564	
Funds restricted for 17SPH Bond						\$ 20,785	20,785	
Ending fund balance							\$ 2,147,349	

Kenai Peninsula Borough  
Finance Department

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**MEMORANDUM**

**TO:** Wayne Ogle, Assembly President  
Members of the Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Borough Mayor *CP*

**THRU:** Brandi Harbaugh, Finance Director *BA*

**FROM:** Sarah Hostetter, Payroll Accountant *SH*

**DATE:** August 13, 2019

**RE:** Revenue-Expenditure Report – July 2019

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Attached is the Revenue-Expenditure Report of the General Fund for the month of July 2019. Please note that 8.33% of the year has elapsed, 17.06% of budgeted revenues have been collected, and 4.50% of budgeted expenditures have been made.

KENAI PENINSULA BOROUGH  
Revenue Report  
For the Period  
July 1 through July 31, 2019

ACCOUNT NUMBER	DESCRIPTION	ESTIMATED REVENUE	YEAR TO DATE RECEIPTS	MONTH TO DATE RECEIPTS	VARIANCE	% COLLECTED
31100	Real Property Tax	\$ 30,759,296	\$ 3,269,133	\$ 3,269,133	\$ (27,490,163)	10.63%
31200	Personal Property Tax	1,988,657	226,905	226,905	(1,761,752)	11.41%
31300	Oil Tax	7,347,971	7,342,002	7,342,002	(5,969)	99.92%
31400	Motor Vehicle Tax	712,000	-	-	(712,000)	0.00%
31510	Property Tax Penalty & Interest	499,969	8,573	8,573	(491,396)	1.71%
31610	Sales Tax	32,272,462	3,115,568	3,115,568	(29,156,894)	9.65%
33110	In Lieu Property Tax	3,600,000	-	-	(3,600,000)	0.00%
33117	Other Federal Revenue	140,000	-	-	(140,000)	0.00%
34110	School Debt Reimbursement	1,324,359	-	-	(1,324,359)	0.00%
34221	Electricity & Phone Revenue	155,000	-	-	(155,000)	0.00%
34222	Fish Tax Revenue Sharing	750,000	-	-	(750,000)	0.00%
34210	Revenue Sharing	843,079	-	-	(843,079)	0.00%
37350	Interest on Investments	936,944	116,545	116,545	(820,399)	12.44%
38000	Trans From Other Funds	175,000	-	-	(175,000)	0.00%
39000	Other Local Revenue	300,000	12,443	12,443	(287,557)	4.15%
290	Solid Waste	800,000	4,245	4,245	(795,755)	0.53%
Total Revenues		\$ 82,604,737	\$ 14,095,414	\$ 14,095,414	\$ (68,509,323)	17.06%

KENAI PENINSULA BOROUGH  
Expenditure Report  
For the Period  
July 1 through July 31, 2019

DESCRIPTION	REVISED BUDGET	YEAR TO DATE EXPENDED	MONTH TO DATE EXPENDED	AMOUNT ENCUMBERED	AVAILABLE BALANCE	% EXPENDED
Assembly:						
Administration	\$ 482,667	\$ 45,862	\$ 45,862	\$ 159,963	\$ 276,842	9.50%
Clerk	555,004	26,509	26,509	25,747	502,749	4.78%
Elections	113,910	-	-	19,051	94,859	0.00%
Records Management	269,852	13,754	13,754	21,552	234,546	5.10%
Mayor Administration	817,059	43,547	43,547	1,857	771,655	5.33%
Purch/Contracting/Cap Proj	625,305	18,974	18,974	11,544	594,786	3.03%
Human Resources:						
Administration	676,140	42,687	42,687	14,323	619,130	6.31%
Print/Mail	161,071	5,204	5,204	41,531	114,336	3.23%
Custodial Maintenance	119,209	6,230	6,230	-	112,979	5.23%
Information Technology	2,002,096	117,773	117,773	54,827	1,829,496	5.88%
Emergency Management	822,869	31,071	31,071	16,640	775,159	3.78%
Legal Administration	980,391	34,976	34,976	93,296	852,118	3.57%
Finance:						
Administration	498,144	33,527	33,527	601	464,016	6.73%
Services	1,013,361	91,535	91,535	1,555	920,271	9.03%
Property Tax	1,144,048	169,812	169,812	55,610	918,626	14.84%
Sales Tax	700,683	78,766	78,766	2,803	619,114	11.24%
Assessing:						
Administration	1,426,441	164,632	164,632	38,089	1,223,719	11.54%
Appraisal	1,973,606	95,099	95,099	31,059	1,847,448	4.82%
Resource Planning:						
Administration	1,259,825	66,566	66,566	44,893	1,148,366	5.28%
GIS	596,596	78,910	78,910	10,859	506,828	13.23%
River Center	798,551	25,916	25,916	8,425	764,209	3.25%
Senior Citizens Grant Program	608,969	-	-	-	608,969	0.00%
School District Operations	58,965,977	2,613,214	2,613,214	-	56,352,763	4.43%
Solid Waste Operations	8,708,901	126,108	126,108	2,611,668	5,971,125	1.45%
Economic Development	275,000	-	-	-	275,000	0.00%
Non-Departmental	1,628,959	(2,870)	(2,870)	-	1,631,829	-0.18%
<b>Total Expenditures</b>	<b>\$ 87,224,634</b>	<b>\$ 3,927,801</b>	<b>\$ 3,927,801</b>	<b>\$ 3,265,895</b>	<b>\$ 80,030,937</b>	<b>4.50%</b>

**MEMORANDUM**

**TO:** Wayne Ogle, 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:** August 13, 2019

**RE:** Budget Revisions – July 2019

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Attached is a budget revision listing for July 2019. 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.

**ASSESSING - ADMINISTRATION**

To cover cost allocation for Borough ice machine replacement.

100-11510-00000-43011 (Contract Services)		\$115.61
100-11510-00000-48740 (Minor Machines/Equipment)	\$115.61	

**ASSESSING - APPRAISAL**

To cover cost allocation for Borough ice machine replacement.

100-11520-00000-43011 (Contract Services)		\$161.85
100-11520-00000-48740 (Minor Machines/Equipment)	\$161.85	

**CENTRAL EMERGENCY SERVICES**

To purchase a medication vault for narcotics storage.

211-51610-00000-42220 (Medical Supplies)		\$1,641.00
211-51610-00000-48750 (Minor Medical Equipment)	\$1,641.00	

**CENTRAL EMERGENCY SERVICES**

To purchase an Adobe software upgrade for the Fire Marshal.

211-51610-00000-43019 (Software Licensing)		\$366.98
211-51610-00000-42120 (Computer Software)	\$366.98	

**CLERKS OFFICE - ADMINISTRATION**

To cover the cost allocation for bulk Borough envelope purchase.

100-11120-00000-42210 (Operating Supplies)		\$17.00
100-11120-00000-43410 (Printing)	\$17.00	

**CLERKS OFFICE - RECORDS MANAGEMENT**

To cover the cost allocation for bulk Borough envelope purchase.

100-11140-00000-42210 (Operating Supplies)		\$7.00
100-11140-00000-43410 (Printing)	\$7.00	

**FINANCE - FINANCIAL SERVICES**

To cover higher than anticipated software maintenance renewal.

100-11430-00000-42210 (Operating Supplies)		\$500.00
100-11430-00000-43019 (Software Licensing)	\$500.00	

**FINANCE - ALL**

To cover cost allocation for Borough ice machine replacement.

100-11410-00000-42210 (Operating Supplies)		\$34.68
100-11410-00000-48740 (Minor Machines/Equipment)	\$34.68	
100-11430-00000-43140 (Postage/Freight)		\$92.49
100-11430-00000-48740 (Minor Machines/Equipment)	\$92.49	
100-11440-00000-48710 (Minor Office Equipment)		\$30.93
100-11440-00000-48720 (Minor Office Furniture)		\$50.00
100-11440-00000-48740 (Minor Machines/Equipment)	\$80.93	
100-11441-00000-43140 (Postage/Freight)		\$46.24
100-11441-00000-48740 (Minor Machines/Equipment)	\$46.24	

**HUMAN RESOURCES**

To cover the cost allocation for bulk Borough envelope purchase.

100-11230-00000-42210 (Operating Supplies)		\$34.45
100-11230-00000-43410 (Printing)	\$34.45	

**KACHEMAK EMERGENCY SERVICES**

To purchase new Zoll Defibrillators, costs increased from last year.

212-51810-00000-42220 (Medical Supplies)		\$2,375.71
212-51810-00000-48515 (Medical Equipment)	\$2,375.71	

**LEGAL DEPARTMENT**

To cover cost allocation for Borough ice machine replacement.

100-11310-00000-42210 (Operating Supplies)		\$60.00
100-11310-00000-48740 (Minor Machines/Equipment)	\$60.00	



# Kenai Peninsula Borough Assembly Committees 2018 – 2019

## ASSEMBLY COMMITTEES

- **Finance Committee**  
Kelly Cooper, Chair  
Paul Fischer, Vice Chair  
Willy Dunne
- **Lands Committee**  
Kenn Carpenter, Chair  
Norm Blakeley, Vice Chair  
Brent Hibbert
- **Policies & Procedures Committee**  
Hal Smalley, Chair  
Brent Hibbert, Vice Chair  
Kenn Carpenter
- **Legislative Committee**  
Willy Dunne, Chair  
Paul Fischer, Vice Chair  
Norm Blakeley
- **President Pro Tem**  
Kelly Cooper

## OTHER BOROUGH COMMITTEES

- **School Board**  
Wayne Ogle  
Hal Smalley, Alternate

## SERVICE AREA BOARD LIAISONS

- **Anchor Point Fire & EMS** – Willy Dunne, Paul Fischer
- **Bear Creek Fire** – Kenn Carpenter
- **CES/CPEMS** – Norm Blakeley
- **Kachemak Emergency Service Area** -Willy Dunne
- **KPB Roads** – Wayne Ogle
- **Nikiski Seniors** – Wayne Ogle
- **Nikiski Fire** – Wayne Ogle
- **North Peninsula Recreation** – Wayne Ogle
- **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, term expires with office
- **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**  
Wayne Ogle, term expires June 30, 2019
- **Kenai Peninsula Tourism and Marketing Council**  
Brent Hibbert, 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