

# Kenai Peninsula Borough

*144 North Binkley Street*

*Soldotna, AK 99669*



## Meeting Agenda

**Tuesday, May 5, 2020**

**6:00 PM**

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

### **Assembly**

*Kelly Cooper, President*

*Hal Smalley, Vice President*

*Norm Blakeley*

*Jesse Bjorkman*

*Kenn Carpenter*

*Tyson Cox*

*Willy Dunne*

*Brent Hibbert*

*Brent Johnson*





# Budget Work Session #4

May 18, 2020

**8:45 AM**

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

All Assembly Members

## AGENDA

- 8:45 AM Human Resources**
- 9:15 AM Risk Management**
- 9:45 AM Purchasing**
- 10:15 AM Break**
- 10:30 AM Office of Emergency Management**
- 11:00 AM Assessing**
- 11:30 AM Legal**
- 12:00 PM Break**
- 1:15 PM Nikiski Senior Service Area**
- 1:30 PM Land Management**
- 2:00 PM Road Service Area**
- 2:30 PM Central Emergency Services**
- 3:00 PM Break**
- 3:15 PM North Peninsula Recreation Service Area**
- 3:30 PM Seldovia Recreational Service Area**







# Budget Work Session #5

May 19, 2020

**10:00 AM**

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

All Assembly Members

## AGENDA

- 10:00 AM Solid Waste**
- 10:30 AM Kachemak Emergency Service Area**
- 11:00 AM 911**
- 11:30 AM Planning, GIS, River Center**
- 12:00 PM Break**
- 1:00 PM Nikiski Fire Service Area**
- 1:30 PM Anchor Point Fire and Emergency Service Area**
- 2:00 PM Mayor**
- 2:30 PM Assembly, Clerk, Elections, Records**





# Finance Committee

May 19, 2020

3:30 PM

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

Brent Hibbert, Chair

Tyson Cox, Vice Chair

Brent Johnson

## AGENDA

### PUBLIC HEARINGS ON ORDINANCES

1. Ordinance 2020-19: Appropriating Funds for Fiscal Year 2021 (Mayor) (Additional Hearing on 06/02/20) ..... 11
2. Ordinance 2019-19-36: Approving and Appropriating Grant Funds Totaling \$18,023.65 from the Alaska Department of Natural Resource for the Volunteer Fire Assistance Program on Behalf of Anchor Point Fire and Emergency Medical Service Area, Kachemak Emergency Service Area, and Nikiski Fire Service Area (Mayor) ..... 17
3. Ordinance 2019-19-37: Appropriating \$77,000 to the Office of Emergency Management to Cover Costs Associated with Mitigation for the COVID-19 Disaster Declaration (Mayor) ..... 24

### NEW BUSINESS

2. Ordinances for Introduction
  - \*a. Ordinance 2020-26: Providing for an Exception to the Operating Agreement Between the Kenai Peninsula Borough and Central Peninsula General Hospital, Inc. to Allow Cash in Excess of 90 Days to be Retained by Central Peninsula General Hospital, Inc. as of June 30, 2020 Due to the Covid-19 Pandemic (Mayor) (Hearing on 06/02/20) ..... 77

\*Consent Agenda Items





# Lands Committee

May 19, 2020

4:00 PM

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

Brent Johnson, Chair

Kenn Carpenter, Vice Chair

Norm Blakeley

## AGENDA

### PUBLIC HEARINGS ON ORDINANCES

- 4. Ordinance 2020-22: Authorizing the Negotiated Lease of Rental Space at the Nikiski Community Recreation Center with the Kenaitze Indian Tribe (Mayor) ..... 27
- 5. Ordinance 2020-23: Authorizing a One-Time Extension of KPB 20.70.130 Which Sets a One-Year Deadline to Record a Final Plat Following Vacation Approval (Mayor) ..... 37
- 6. Ordinance 2020-17: Authorizing a Lease to New Cingular Wireless PCS LLC for Approximately 1,600 Square Feet of Borough Land in Kenai for a Communications Site (Mayor) ..... 41

\*Consent Agenda Items





# Policies and Procedures Committee

May 19, 2020

4:30 PM

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

Willy Dunne, Chair

Hal Smalley, Vice Chair

Kenn Carpenter

## AGENDA

### ITEMS NOT APPEARING ON THE REGULAR MEETING AGENDA

1. Discussion Regarding Future Assembly Meeting Procedures

### PUBLIC HEARINGS ON ORDINANCES

7. Ordinance 2020-21: Amending KPB 21.02.050 to Change the Kachemak Bay Advisory Planning Commission Membership by Removing the City of Homer Ex Officio Non-Voting Member (Dunne)  
..... 73

### MAYOR'S REPORT..... 81

1. Assembly Requests/Responses – None.
2. Agreements and Contracts
  - a. ProQA Licenses 5 Year Rate Lock Sole Source Waiver with Priority Dispatch..... 82
3. Other
  - a. Capital Project Reports – March 31, 2020..... 83
  - b. Litigation Status Report – Quarter Ending 03/31/2020..... 98
  - c. FY20-3Q Senior Center Grant Reports ..... 101
  - d. FY20-3Q Economic Development Grant Reports..... 116

\*Consent Agenda Items







# Assembly Agenda

May 19, 2020 - 6:00 PM

Regular Meeting

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

Kelly Cooper  
Assembly President  
Seat 8 – Homer  
Term Expires 2020

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

Jesse Bjorkman  
Assembly Member  
Seat 3 - Nikiski  
Term Expires 2022

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

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

Tyson Cox  
Assembly Member  
Seat 4 - Soldotna  
Term Expires 2022

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

Brent Johnson  
Assembly Member  
Seat 7 – Central  
Term Expires 2022

Brent Hibbert  
Assembly Member  
Seat 1 – Kalifornsky  
Term Expires 2021

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

## INVOCATION

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

*[Clerk's Note: The invocation will be offered by Meredith Harber.]*

## ROLL CALL

## COMMITTEE REPORTS

## APPROVAL OF AGENDA AND CONSENT AGENDA

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

### ACTION ITEMS CURRENTLY ON CONSENT AGENDA

May 5, 2020 Assembly Meeting Minutes  
Ordinance 2020-26

### ACTION ITEMS ELIGIBLE TO BE ADDED TO THE CONSENT AGENDA

Ordinance 2019-19-36  
Ordinance 2019-19-37  
Ordinance 2020-22  
Ordinance 2020-23  
Ordinance 2020-17

## APPROVAL OF MINUTES

- \*1. May 5, 2020 Regular Assembly Meeting Minutes..... 1

**COMMENDING RESOLUTIONS AND PROCLAMATIONS**

**PRESENTATIONS WITH PRIOR NOTICE** (20 Minutes total)

1. United States Senator Dan Sullivan, CARES Act Funding Presentation (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 2020-19: Appropriating Funds for Fiscal Year 2021 (Mayor) (Additional Hearing on 06/02/20) (Referred to Finance Committee) ..... 11
2. Ordinance 2019-19-36: Approving and Appropriating Grant Funds Totaling \$18,023.65 from the Alaska Department of Natural Resource for the Volunteer Fire Assistance Program on Behalf of Anchor Point Fire and Emergency Medical Service Area, Kachemak Emergency Service Area, and Nikiski Fire Service Area (Mayor) (Referred to Finance Committee) ..... 17
3. Ordinance 2019-19-37: Appropriating \$77,000 to the Office of Emergency Management to Cover Costs Associated with Mitigation for the COVID-19 Disaster Declaration (Mayor) (Referred to Finance Committee) ..... 24
4. Ordinance 2020-22: Authorizing the Negotiated Lease of Rental Space at the Nikiski Community Recreation Center with the Kenaitze Indian Tribe (Mayor) (Referred to Lands Committee)..... 27
5. Ordinance 2020-23: Authorizing a One-Time Extension of KPB 20.70.130 Which Sets a One-Year Deadline to Record a Final Plat Following Vacation Approval (Mayor) (Referred to Lands Committee)..... 37
6. Ordinance 2020-17: Authorizing a Lease to New Cingular Wireless PCS LLC for Approximately 1,600 Square Feet of Borough Land in Kenai for a Communications Site (Mayor) (Referred to Lands Committee)..... 41
7. Ordinance 2020-21: Amending KPB 21.02.050 to Change the Kachemak Bay Advisory Planning Commission Membership by

Removing the City of Homer Ex Officio Non-Voting Member (Dunne) (Referred to Policies and Procedures Committee) .....	73
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**UNFINISHED BUSINESS**

**NEW BUSINESS**

1. Resolutions – None.	
2. Ordinances for Introduction	
*a. <u>Ordinance 2020-26</u> : Providing for an Exception to the Operating Agreement Between the Kenai Peninsula Borough and Central Peninsula General Hospital, Inc. to Allow Cash in Excess of 90 Days to be Retained by Central Peninsula General Hospital, Inc. as of June 30, 2020 Due to the Covid-19 Pandemic (Mayor) (Hearing on 06/02/20) (Referred to Finance Committee) .....	77
3. Other – None.	

**MAYOR’S REPORT..... 81**

1. Assembly Requests/Responses – None.	
2. Agreements and Contracts	
a. ProQA Licenses 5 Year Rate Lock Sole Source Waiver with Priority Dispatch.....	82
3. Other	
a. Capital Project Reports – March 31, 2020.....	83
b. Litigation Status Report – Quarter Ending 03/31/2020.....	98
c. FY20-3Q Senior Center Grant Reports .....	101
d. FY20-3Q Economic Development Grant Reports.....	116

**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 2020-25: Establishing the Resilience and Security Advisory Commission for the Kenai Peninsula Borough (Cooper, Cox, Smalley) (Hearing on 06/16/20) (Referred to Lands Committee)
2. Ordinance 2020-24: Amending KPB Title 4 Regarding Borough Elections to Provide for Vote by Mail Elections, for More Time Between a Regular Election and a Run-Off Election, and to Remove Proposition Statements (Cox, Dunne, Hibbert, Smalley) (Hearing on 06/02/20) (Referred to Policies and Procedures Committee)

## **INFORMATIONAL MATERIALS AND REPORTS**

### **ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS**

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

## **ADJOURNMENT**

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

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

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

### Assembly

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

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Tuesday, May 5, 2020

6:00 PM

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

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### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### INVOCATION

[Clerk's Note: The invocation was given by Carrie Henson.]

### ROLL CALL

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

Also present were:

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

### COMMITTEE REPORTS

Assembly Member Hibbert stated that the assembly participated in budget work sessions and the Finance Committee met and discussed its agenda items.

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

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

**APPROVAL OF AGENDA AND CONSENT AGENDA**

Smalley moved to approve the agenda and consent agenda.

[Clerk's Note: Assembly Member Cox declared a possible conflict with Ordinance 2020-19 as his wife was a part-time employee at KPBSD.

Assembly Member Bjorkman declared a possible conflict with Ordinance 2020-19 as he was an employee of KPBSD.

President Cooper ruled a conflict did not exist as the Legislation was regarding a broad budget.]

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

[KPB-2591](#) April 21, 2020 Assembly Meeting Minutes  
approved.

The following public hearing items met the required conditions of KPB 22.40.110 and were added to the consent agenda:

[2020-15](#) An Ordinance Expanding the Scope of Previously Appropriated Land Acquisition Project Funds for the Central Emergency Service Area to Include Site Analysis, Design, Engineering and Overall Station Construction Needs (Mayor)

**This Ordinance was enacted.**

[2019-19-32](#) An Ordinance Appropriating 2014 School Bond Interest Income of \$100,000 from the School Bond Capital Project Fund for the Redoubt Elementary Roof Replacement Project to Provide Additional Funding for a Portion of Roof that is Ineligible for Bond Funds (Mayor)

**This Budget Ordinance was enacted.**

[2020-18](#) An Ordinance of Assessment Confirming the Assessment Roll for the Rustic Avenue Road Improvement Assessment District (Mayor)

**This Ordinance was enacted.**

[2020-20](#) An Ordinance Approving and Accepting Grant Funds from the State of Alaska Division of Homeland Security and Emergency Management to Reimburse Repairs at the Skyview Middle School and the Kenai

Middle School Resulting from the November 30, 2018 Cook Inlet 7.0 Earthquake (Mayor)

**This Ordinance was enacted.**

[2019-19-33](#) An Ordinance To Provide Funding for South Peninsula Hospital Computerized Tomography (CT Scanner) Suite Renovation (Mayor)

*[Clerk's Note: The second to last Whereas clause was amended to read, "Whereas, at its regular meeting of April 22, 2020, the SPH, Inc. board recommended approval: and"; The Final Whereas clause was deleted, "[WHEREAS AT ITS REGULAR MEETING ON \_\_\_\_, 2020, THE SOUTH KENAI PENINSULA HOSPITAL SERVICE AREA BOARD RECOMMENDED \_\_\_\_; AND] was deleted in its entirety.]*

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

[2019-19-34](#) An Ordinance Appropriating Funds from the South Peninsula Hospital Service Area Capital Project Fund to Provide Additional Funding for the Deaerator and Steam Plant Improvements (Mayor)

*[Clerk's Note: The second to last Whereas clause was amended to read, "Whereas, at its regular meeting of April 22, 2020, the SPH, Inc. board recommended approval: and"; The Final Whereas clause was deleted, "[WHEREAS AT ITS REGULAR MEETING ON \_\_\_\_, 2020, THE SOUTH KENAI PENINSULA HOSPITAL SERVICE AREA BOARD RECOMMENDED \_\_\_\_; AND] was deleted in its entirety.]*

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

[2019-19-35](#) An Ordinance Appropriating \$1,031,035 to the Special Assessment Fund for the South Kalifornsky Beach Road Utility Special Assessment District (Mayor)

**This Budget Ordinance was enacted.**

[2020-16](#) An Ordinance Amending the Kenai Peninsula Borough Hazard Mitigation Plan by Deleting Existing Annex C, 2010 City of Kenai Hazard Mitigation Plan Update and Adopting the City of Kenai Hazard Mitigation Plan 2020 Update as the New Annex C (Mayor)

*[Clerk's Note: The last Whereas clause was amended to read "Whereas, the borough Planning Commission at its meeting held on April 13, 2020 recommended approval of the City of Kenai Hazard Mitigation Plant 2020 Update.]*

**This Ordinance was enacted as amended.**

[2020-024](#) A Resolution to Form the South Kalifornsky Beach Road Utility

Special Assessment District (USAD) and Proceed with the Improvement of a Natural Gas Main Line Extension (Mayor)

**This Resolution was adopted.**

[2020-033](#)

A Resolution Approving the Kenai Peninsula Borough's Participation in a Proposed Refinancing by the Alaska Municipal Bond Bank of its General Obligation Bonds that Provided Funds to Purchase the General Obligation School Bond, Series 2010B (Taxable Recovery Zone Economic Development Direct Payment) of the Kenai Peninsula Borough, Under a Loan Agreement Between the Kenai Peninsula Borough and the Alaska Municipal Bond Bank; and Authorizing the Kenai Peninsula Borough's Mayor or Designee to Approve a Revised Schedule of Principal and Interest Payments on the Kenai Peninsula Borough's 2010B Bond, in Accordance with the Loan Agreement, if the Alaska Municipal Bond Bank Successfully Refinances its Bonds (Mayor)

**This Resolution was adopted.**

[2020-034](#)

A Resolution Authorizing the Kenai Peninsula Borough to Participate in the Alaska Municipal League Joint Insurance Association's Loss Control Incentive Program for Fiscal Year 2020 (Mayor)

**This Resolution was adopted.**

[2020-19](#)

An Ordinance Appropriating Funds for Fiscal Year 2021 (Mayor) (Additional Hearing on 06/02/20)

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

[2019-19-36](#)

An Ordinance Approving and Appropriating Grant Funds Totaling \$18,023.65 from the Alaska Department of Natural Resource for the Volunteer Fire Assistance Program on Behalf of Anchor Point Fire and Emergency Services, Kachemak Emergency Service Area, and Nikiski Fire Service Area (Mayor)

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

[2019-19-37](#)

An Ordinance Appropriating \$77,000 to the Office of Emergency Management to Cover Costs Associated with Mitigation for the COVID-19 Disaster Declaration (Mayor)

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

[2020-22](#)

An Ordinance Authorizing the Negotiated Lease of Rental Space at the Nikiski Community Recreation Center with the Kenaitze Indian Tribe



(Mayor)

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

[2020-23](#)

An Ordinance Authorizing a One-Time Extension of KPB 20.70.130 Which Sets a One-Year Deadline to Record a Final Plat Following Vacation Approval (Mayor)

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

[2020-25](#)

An Ordinance Establishing the Resilience and Security Advisory Commission for the Kenai Peninsula Borough (Cooper, Cox, Smalley) (Hearing on 06/16/20)

[Clerk's Note: Presentation, Penelope Haas, Kachemak Bay Conservation Society (10 minutes)]

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

[2020-24](#)

An Ordinance Amending KPB Title 4 Regarding Borough Elections to Provide for Vote by Mail Elections, for More Time Between a Regular Election and a Run-Off Election, and to Remove Proposition Statements(Cox, Dunne, Hibbert, Smalley) (Hearing on 06/02/20)

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

[KPB-2562](#)

Petition to Vacate the Easterly Portion of Kayeway Road, a 60-foot right-of-way Approximately 520 Feet in Length Including the Associated Utility Easements, as Dedicated on Betty Goodrich Best Addition Phase 1, plat KN 2008-131. The Right-of-way Being Vacated is Unconstructed and Located within the SW1/4 of Section 2, Township 4 North, Range 11 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-020V. Petitioners: Megan Best and Amanda Best of Kenai, AK. (Referred to Lands Committee)

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

**approved.**

Approval of the Consent Agenda

President Cooper called for public comment.

**Bradley Savely**, Soldotna spoke in opposition to Ordinance 2020-18.

**Carrie Henson**, Kalifornsky spoke in support of Ordinance 2020-24 and Ordinance 2020-25.

**Mike Petrovich**, Soldotna spoke in support of Ordinance 2020-18.

**Grace Merkes**, Sterling spoke in opposition to Ordinance 2020-25.

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

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

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

## COMMENDING RESOLUTIONS AND PROCLAMATIONS

## PRESENTATIONS WITH PRIOR NOTICE

## PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

President Cooper called for public comment with none being offered.

## ITEMS NOT COMPLETED FROM PRIOR AGENDA

## UNFINISHED BUSINESS

### Notice to Reconsider

[2019-24](#) An Ordinance Adopting KPB 20.80, Subdivision Private Streets and Gated Subdivisions (Mayor)

**Dunne moved to reconsider Ordinance 2019-24 (Mayor) Substitute.**

Assembly Members Blakeley, Cox, Carpenter and Hibbert spoke in opposition to the motion to reconsider Ordinance 2019-24 (Mayor) Substitute.

Assembly Members Dunne, Bjorkman and Johnson spoke in support of the motion to reconsider Ordinance 2019-24 (Mayor) Substitute.

**The motion to reconsider Ordinance 2019-24 (Mayor) Substitute carried by the following vote:**

**Yes:** 5 - Bjorkman, Dunne, Johnson, Smalley, and Cooper

**No:** 4 - Blakeley, Carpenter, Cox, and Hibbert

President Cooper called for Public Comment with none being offered.

Assembly Members Cox and Hibbert spoke in support of Ordinance 2019-24 (Mayor) Substitute.

Assembly Member Dunne spoke in opposition to Ordinance 2019-24 (Mayor) Substitute.

**Johnson moved to amend KPB 20.80.040 in Section 1 to add a new paragraph B.6 to read:**

Amend 20.80.040 to add a Section 1 within in new section B.6 to read, "Unanimous consent of property owners within a 600-foot radius of the boundary of the street to be vacated is required."

**The motion to amend Ordinance 2019-24 (Mayor) Substitute carried by the following vote:**

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

**No:** 1 - Blakeley

**The motion to enact Ordinance 2019-24 (Mayor) Substitute as amended carried by the following vote:**

**Yes:** 6 - Bjorkman, Blakeley, Carpenter, Cox, Hibbert, and Johnson

**No:** 3 - Dunne, Smalley, and Cooper

## NEW BUSINESS

### 1. Resolutions

#### [2020-035](#)

A Resolution Approving the Collective Bargaining Agreement (Mayor)

**Dunne moved to adopt Resolution 2020-035.**

President Cooper called for public comment.

**Carrie Henson**, Kalifornsky spoke in opposition to Resolution 2020-035.

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

Assembly Members Dunne and Cox spoke in support of Resolution 2020-035.

Assembly Member Bjorkman spoke in opposition to Resolution 2020-035.

**The motion to adopt Resolution 2020-035 carried by the following vote:**

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

**No:** 1 - Bjorkman

#### [KPB-2563](#)

Petition to Vacate a 40-foot Width of the 100-foot-wide East End Road right-of-way, Including Associated 20-foot Utility Easement, Adjacent to Lots 1-A and 1-B Voznesenka 2006 (HM2008-94) as Dedicated and Granted by Voznesenka (HM 85-31). The Right-of-way Being Vacated is Developed. Right-of -way Vacation and Utility Easement Vacations Are Located within the N 1/2 of Section 36, Township 4 South, Range 11 West, Seward Meridian, Alaska, within the Kenai Peninsula

Borough. KPB File 2020-016V. Petitioners: Voznesenka Community Council Inc., and Nazary and Anastasia Basargin of Homer, Alaska. (Referred to Lands Committee)

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

**Johnson moved to veto the Planning Commission's Action.**

President Cooper called for public comment with none being offered.

Assembly Member Johnson spoke in opposition to the Petition to Vacate.

**The motion to veto the Planning Commission's action carried by the following vote:**

**Yes:** 7 - Bjorkman, Blakeley, Carpenter, Cox, Hibbert, Johnson, and Smalley

**No:** 2 - Dunne, and Cooper

## MAYOR'S REPORT

[KPB-2571](#) Mayor's Report Cover Memo

1. Assembly Requests/Responses - None.
2. Agreements and Contracts
  - a. [KPB-2572](#) COVID-19 Sole Source Contract Status
    1. John Mohorcich Consulting, Operations Specialist Approx. \$3,200/Week. Not to Exceed \$25,600.
    2. Life in Limbo/Johnson, Public Information. Approx. \$2700/Week. Not to Exceed \$21,600.
  - b. [KPB-2573](#) Authorization to Award a Contract for ITB20-019 Nikiski Fire Station #3 Diesel Fire Water Pump to Northwest Pump & Equipment, Anchorage, Alaska.
  - c. [KPB-2574](#) ZOOM Video Conferencing, Emergency Procurement Authorization.
3. Other - None.

## PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

President Cooper called for public comment with none being offered.

## ASSEMBLY COMMENTS

Assembly Member Johnson recognized that hard decisions were made as an Assembly Member and would continue to work hard for the best interest of the public. He thanked Mr. Bjorkman, who was a teacher, stating his admiration for all teachers.

Assembly Member Dunne thanked everyone for their hard work during the evening. He stated that teachers were his hero and thanked them for their dedication. He encouraged everyone to get out and enjoy the spring weather. He reminded everyone of the Shorebird Festival in Homer, May 7-10, 2020.

Assembly Member Blakeley wished everyone a safe night.

Assembly Member Bjorkman thanked everyone for their participation. He congratulated Gail White, from Nikiski Fire Service Area for receiving KPB employee of the month. He thanked first responders and recognized May 4th as International Firefighter Day. He encouraged residents to pull together and voice their concerns on issues that were important to them.

Assembly Member Cox shared silver linings with assembly Zoom meetings. He thanked teachers and recognized May 5th as Teacher Appreciation Day. He wished everyone a good night.

Assembly Member Hibbert gave everyone a thumbs up for a productive meeting over the Zoom platform. He thanked the Borough IT director and the Clerk's office for their dedication and help to conduct a smooth meeting.

Assembly Member Carpenter encouraged everyone to slow down and drive safe. He wished everyone a good night.

Vice President Smalley wished everyone a happy Cinco De Mayo and encouraged everyone to follow the State's mandates and stay safe.

President Cooper acknowledged the difficult conversations around Ordinance 2019-24 (Mayor) Substitute. She thanked the Assembly for their hard work with difficult topics over the past three months. She wished everyone a good evening.

## **PENDING LEGISLATION**

## **INFORMATIONAL MATERIALS AND REPORTS**

## **ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS**

1. May 19, 2020 Regular Assembly Meeting

6:00 PM This meeting will be held through Zoom: Meeting ID: 128 871 931 from the Betty J.

Glick Assembly Chambers

**ADJOURNMENT**

With no further business to come before the assembly, President Cooper adjourned the meeting at 9:29 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of May 5, 2020.

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

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

Introduced by: Mayor  
 Date: 05/05/20  
 Hearing: 05/19/20 and 06/02/20  
 Action:  
 Vote:

**KENAI PENINSULA BOROUGH  
 ORDINANCE 2020-19**

**AN ORDINANCE APPROPRIATING FUNDS FOR FISCAL YEAR 2021**

**WHEREAS,** Alaska Statute 29.35.100 and KPB 05.04.020 require that the mayor present a budget proposal to the assembly for the next fiscal year during or prior to the eighth week preceding the first day of the fiscal year; and

**WHEREAS,** the assembly is empowered with making appropriations for the General Fund, the Special Revenue Funds, the Debt Service Funds, the Capital Projects Funds, the Enterprise Funds, the Internal Service Funds of the borough and setting the fee schedule;

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

**SECTION 1.** That \$82,824,710 is appropriated in the General Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021 as follows:

General Government Operations	\$17,773,674
Transfer to School District for Operations and In-kind Services	50,000,000
Transfer to School Debt Service	3,754,255
Transfer to Special Revenue Funds:	
Solid Waste	7,962,312
Post-Secondary Education	849,848
911 Communications Fund	700,000
Eastern Peninsula Highway Emergency Service Area	284,621
Transfer to Capital Projects Funds:	
School Revenue	1,250,000
General Government	250,000

**SECTION 2.** The following is appropriated to the School Fund from local sources for operations purposes and in-kind services:

A. Local Effort	\$38,637,268
B. Maintenance	7,773,247
C. School District Utilities	90,000
D. School District Insurance	3,280,215
E. School District Audit	97,132
F. Custodial Services	<u>122,138</u>
Total Local Contribution per AS 14.17.410	<u>\$50,000,000</u>

**SECTION 3.** Disbursements from Section 2 item (A) shall be made monthly, and only as needed to supplement other revenues available and received by the school district to fund the operations portion of the school district budget. Any available balance remaining at the end of the fiscal year shall then be disbursed to the school district, provided that the total amount disbursed shall not exceed the amount allowed under AS 14.17.410 as determined after actual enrollment numbers are known.

**SECTION 4.** That \$148,694 is appropriated in the School Fund from fund balance for Maintenance for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

**SECTION 5.** That the appropriations for the Special Revenue Funds for the fiscal year beginning July 1, 2020 and ending June 30, 2021 are as follows:

Nikiski Fire Service Area	\$5,343,057
Bear Creek Fire Service Area	712,649
Anchor Point Fire and Emergency Medical Service Area	1,218,012
Central Emergency Service Area	10,012,583
Central Peninsula Emergency Medical Service Area	7,512
Kachemak Emergency Service Area	1,293,954
Eastern Peninsula Highway Emergency Area	363,732
Seward Bear Creek Flood Service Area	388,688
911 Communications	2,820,854
Kenai Peninsula Borough Road Service Area	8,835,097
Engineer's Estimate Fund	12,000
North Peninsula Recreation Service Area	2,294,540
Seldovia Recreational Service Area	63,498
Post-Secondary Education	849,848
Land Trust	1,376,489
Nikiski Senior Service Area	345,219
Solid Waste	8,877,757
Central Kenai Peninsula Hospital Service Area	9,789,892
South Kenai Peninsula Hospital Service Area (Prior Debt Fund 601)	2,220,169
South Kenai Peninsula Hospital Service Area (Operations Fund 602)	3,467,815

**SECTION 6.** That \$3,999,969 is appropriated in the School Debt Service Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

**SECTION 7.** That \$571,063 is appropriated in the Central Emergency Services Debt Service Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

**SECTION 8.** That \$97,520 is appropriated in the Bear Creek Fire Service Area Debt Service Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021.



**SECTION 9.** That \$9,475,980 is appropriated in the Central Kenai Peninsula Hospital Service Area Debt Service Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

**SECTION 10.** That \$2,220,169 is appropriated in the South Kenai Peninsula Hospital Service Area Debt Service Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

**SECTION 11.** That \$1,064,750 is appropriated in the Solid Waste Service Area Debt Service Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

**SECTION 12.** That appropriations for the Capital Projects Funds for the fiscal year beginning July 1, 2020 and ending June 30, 2021 are as follows:

School Revenue	\$1,250,000
Solid Waste	279,000
Service Areas:	
Nikiski Fire	265,000
Bear Creek Fire	400,000
Anchor Point Fire & EMS	125,000
Central Emergency Services	110,000
Kachemak Emergency Service Area	190,000
North Peninsula Recreation	337,000
Road Service Area	2,347,400
South Kenai Peninsula Hospital	3,508,611

**SECTION 13.** That appropriations for the Internal Service Funds for the fiscal year beginning July 1, 2020 and ending June 30, 2021 are as follows:

Insurance and Litigation	\$4,683,959
Health Insurance Reserve	8,497,322
Equipment Replacement	650,000

**SECTION 14.** That the FY2021 budget of the Kenai Peninsula Borough, as submitted to the assembly on May 5, 2020, is incorporated as a part of this ordinance to establish the appropriations assigned to the various departments and accounts and the positions authorized therein.

**SECTION 15.** That funds reserved for outstanding encumbrances as of June 30, 2020 are reappropriated for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

**SECTION 16.** That the fee schedule presented in the budget document is approved.

**SECTION 17.** That this ordinance takes effect at 12:01 a.m. on July 1, 2020.

**ENACTED BY THE KENAI PENINSULA BOROUGH ASSEMBLY THIS 2nd DAY OF JUNE, 2020.**

\_\_\_\_\_  
Kelly Cooper, Assembly President

ATTEST:

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

Yes:

No:

Absent:

Kenai Peninsula Borough  
Finance Department

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**MEMORANDUM**

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

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

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

**DATE:** April 23, 2020

**RE:** Ordinance 2020-19, Appropriating Funds for Fiscal Year 2021 (Mayor)

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Ordinance 2020-19 appropriates the money necessary to fund the Kenai Peninsula Borough's annual budget for fiscal year July 1, 2020 to June 30, 2021 (FY2021.) The amounts included in the ordinance correspond with those appearing in the FY2021 Kenai Peninsula Borough Proposed Budget as presented to the assembly on May 5, 2020.

Public hearings are scheduled for May 19, 2020 and June 2, 2020.

The FY21  
Budget  
Document is  
available online  
at [www.kpb.us](http://www.kpb.us)

Introduced by: Mayor  
Date: 05/05/20  
Hearing: 05/19/20  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2019-19-36**

**AN ORDINANCE APPROVING AND APPROPRIATING GRANT FUNDS TOTALING \$18,023.65 FROM THE ALASKA DEPARTMENT OF NATURAL RESOURCES FOR THE VOLUNTEER FIRE ASSISTANCE PROGRAM ON BEHALF OF ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA, KACHEMAK EMERGENCY SERVICE AREA AND NIKISKI FIRE SERVICE AREA**

**WHEREAS,** Anchor Point Fire and Emergency Medical Service Area, Bear Creek Fire Service Area, Kachemak Emergency Service Area and the Nikiski Fire Service Area applied for individual grants under the 2019 Volunteer Fire Assistance (“VFA”) program administered by the Alaska Department of Natural Resources, Division of Forestry; and

**WHEREAS,** the borough received an award notification, allowing the service areas to purchase wildland firefighting equipment; and

**WHEREAS,** the VFA program requires a 10 percent match of local expenditures toward the grant funds; and

**WHEREAS,** the service areas will meet the 10 percent match requirement and 1 percent administration fee through expenditures made from their approved FY20 operating budget if purchases are made prior to June 30, 2020 or, from their FY21 operating budget, if purchases are made between July 1, 2020 and October 31, 2020; and

**WHEREAS,** at its regular meeting on April 23, 2020, the Anchor Point Fire and Emergency Medical Service Area board recommended approval of this ordinance; and

**WHEREAS,** at its regular meeting held on March 12, 2020, the Kachemak Emergency Service Area board recommended approval of this ordinance; and

**WHEREAS,** at its regular meeting held on March 11, 2020, the Nikiski Fire Service Area board recommended approval of this ordinance; and

**WHEREAS,** it is in the best interest of the borough to accept the grant funds;

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

**SECTION 1.** That the mayor is authorized to accept the 2020 VFA program grant funds from the Alaska Department of Natural Resource on behalf of Kachemak Emergency Service Area and the Nikiski Fire Service Area and is authorized execute a grant agreement and any other documents deemed necessary to expend the grant and to fulfill the intents and purposes of this ordinance.

**SECTION 2.** That the mayor is authorized to accept the 2020 VFA program grant funds from the Alaska Department of Natural Resource on behalf of the Anchor Point Fire and Emergency Medical Service Area and is authorized execute a grant agreement and any other documents deemed necessary to expend the grant and to fulfill the intents and purposes of this ordinance.

**SECTION 3.** That Anchor Point Fire and Emergency Medical Service Area grant funds in the amount of \$7,500.00 are appropriated to the account 209.51410.21VF1.49999.

**SECTION 4.** That Kachemak Emergency Service Area grant funds in the amount of \$7,047.65 are appropriated to the account 212.51810.21VF2.49999.

**SECTION 5** That Nikiski Fire Service Area grant funds in the amount of \$3,476 are appropriated to the account 206.51110.21VF3.49999.

**SECTION 6.** That sections 2 and 3 of this ordinance become effective July 1, 2020, and Sections 1, 4, 5 and 6 of this ordinance become effective immediately upon enactment.

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

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Kelly Cooper, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Community & Fiscal Projects

### MEMORANDUM

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

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

**FROM:** Jon Marsh, APFEMSA Acting Fire Chief *JM*  
Bob Cicciarella, KESA Fire Chief *RWC*  
Brian Crisp, NFSA Fire Chief *JBC*

**DATE:** April 23, 2020

**SUBJECT:** Ordinance 2019-19- 36, Approving and Appropriating Grant Funds Totaling \$18,023.65 from the Alaska Department of Natural Resource for the Volunteer Fire Assistance Program on Behalf of Anchor Point Fire & Emergency Services, Kachemak Emergency Service Area, and Nikiski Fire Service Area (Mayor)

The Alaska Department of Natural Resources, Division of Forestry provides assistance in training, equipment purchases and prevention activities through the Volunteer Fire Assistance ("VFA") program. The VFA program may be used for both wildland and structure protection needs. The assistance is provided to increase firefighter safety, improve the firefighting capabilities of rural volunteer fire departments, and enhance protection in the urban-wildland interface.

The 2020 VFA awards by service area match:

Service Area	Award	Project Description	Account	Match	Admin Service Fee
APFEMSA	\$7,500.00	Protective gear, water suppression equipment	209.51410.48760	\$750.00	\$82.50
KESA	\$7,047.65	Protective Gear	212.51810.48760	\$704.76	\$77.52
NFSA	\$3,476.00	Protective Gear	206.51110.48760	\$347.60	\$38.24

The VFA program requires 10 percent matching funds. Each service area will meet the match requirement and the 1 percent borough administrative fee through expenditures made from the approved FY20 operating budget if purchases are made prior to June 30, 2020; or, from the FY21 operating budget if

Page -2-  
Date: April 23, 2020  
RE: Ordinance 2019-19- 36

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purchases are made between July 1, 2020 and December 31, 2020. Each service area fire chief shall provide grant oversight and project completion.

This ordinance was approved by the service area boards of Anchor Point Fire and Emergency Medical, Nikiski Fire and Kachemak Emergency on April 23, March 11 and March 12, 2020, respectively.

Attachment: 02/25/20 Award Notification

<b>FINANCE DEPARTMENT MATCH &amp; ADMIN FEE FUNDS/ACCOUNT VERIFIED</b>	
209.51410.48760 (*FY21)	82.50
212.51810.48760 (FY20)	77.52
206.51110.48760 (FY20)	38.24
By: <u>BH</u>	Date: <u>4/25/2020</u>
<u>*FY21 Funds Contingent Upon Assembly Approval FY21 Budget</u>	





February 25, 2020

Dear Volunteer Fire Department:

Thank you for applying for the 2020 Volunteer Fire Assistance (VFA) grants. Forty-eight (48) volunteer fire departments applied for a VFA grant requesting a total of \$325,872.29 in assistance. Thirty-four (34) of the forty-eight (48) VFDs will receive some level of funding. A total of \$225,000 was awarded. This letter is the official notification.

The enclosed spreadsheet lists all applicants and amount requested/amount awarded. If a fire department was awarded a grant, the amount awarded will be listed in the column titled "Amount Awarded". Some VFDs will not receive an award this year and two will receive a partial award. If a VFD did not receive any funding or will be receiving a partial award, please contact your respective DOF Fire Management Officer with any questions you may have.

- Checks will be distributed electronically by association with the VFD's SOA vendor number and the SOA electronic payment agreement. Electronic disbursements are expected sometime in the next four-six weeks.
- To be eligible for a 2021 VFA grant, compliance documentation, such as copies of receipts for 2020 grant expenditures, must be submitted to your nearest Forestry office at the time of, or prior to, submitting a 2021 application.
- Volunteer Fire Assistance is an award of Federal Financial Assistance with funding from the USDA Forest Service. Prime and sub recipients to this award are subject to OMB guidance in sub parts A through F of 2 CFR Part 200 as adapted and supplemented by the USDA in 2 CFR Part 400. Adaption by USDS of the OMB guidance in 2 CFR 400 gives regulatory effect to OMB guidance in 2 CFR 200 where full text may be found.
- The brochure, Complying with Civil Rights, FS-850, can be found here:  
[https://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/fseprd526908.pdf](https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd526908.pdf).
- The OMB Circulars are available on the internet at [www.ecfr.gov](http://www.ecfr.gov).

If an application was not fully successful do not be discouraged and continue to apply every year by submitting a complete online application package by the deadline.

Sincerely,

A handwritten signature in blue ink, appearing to read "Arlene Weber Sword".

Arlene Weber Sword

Fire Staff Officer

## 2020 VFA Grant Awards

Fire Department	Amount Requested	Amount Awarded	Division of Forestry Office
Delta Junction VFD	\$6,439.30	\$6,439.30	Delta Area Office
Rural Deltana VFD	\$7,500.00	\$0.00	Delta Area Office
Chena-Goldstream Fire & Rescue	\$7,390.17	\$7,390.17	Fairbanks Area Office
City of Anderson	\$7,449.69	\$7,449.69	Fairbanks Area Office
Ester VFD	\$7,456.05	\$7,456.05	Fairbanks Area Office
McKinley VFD	\$6,621.92	\$6,621.92	Fairbanks Area Office
North Star VFD	\$6,307.81	\$6,307.81	Fairbanks Area Office
Salcha Fire & Rescue	\$4,027.50	\$0.00	Fairbanks Area Office
Steese Area VFD	\$7,500.00	\$0.00	Fairbanks Area Office
Tri-Valley VFD	\$4,495.00	\$4,495.00	Fairbanks Area Office
Anchor Point Fire & Emergency Medical Service Area	\$7,500.00	\$7,500.00	Kenai Kodiak Area Office
Bear Creek Fire/EMS Department	\$6,736.36	\$0.00	Kenai Kodiak Area Office
Cooper Landing VFD	\$4,849.80	\$0.00	Kenai Kodiak Area Office
Fire Protection Area No. 1 (Bayside Fire Station)	\$7,497.20	\$7,497.20	Kenai Kodiak Area Office
Homer VFD	\$7,414.38	\$7,414.38	Kenai Kodiak Area Office
Kachemak Emerg. Services	\$7,047.65	\$7,047.65	Kenai Kodiak Area Office
Kenai FD	\$7,398.90	\$7,398.90	Kenai Kodiak Area Office
Lowell Point VFD	\$7,500.00	\$0.00	Kenai Kodiak Area Office
Nikiski FD	\$5,332.50	\$3,476.00	Kenai Kodiak Area Office
Ninilchik Emergency Services	\$7,169.49	\$7,169.49	Kenai Kodiak Area Office
Port Graham VFD	\$6,695.49	\$0.00	Kenai Kodiak Area Office
Seward FD	\$6,295.50	\$0.00	Kenai Kodiak Area Office
Butte FD	\$7,463.25	\$0.00	Mat Su Area
Caswell Lakes FSA #135	\$7,500.00	\$7,500.00	Mat Su Area
Girdwood Vol. Fire & Rescue, Inc.	\$7,425.00	\$7,425.00	Mat Su Area
Houston FD	\$6,800.00	\$0.00	Mat Su Area
Palmer Fire and Rescue	\$6,708.82	\$0.00	Mat Su Area
Sutton VFD	\$7,500.00	\$7,500.00	Mat Su Area
Talkeetna VFD	\$7,500.00	\$7,500.00	Mat Su Area
Trapper Creek	\$7,499.99	\$7,499.99	Mat Su Area
West Lakes FD	\$7,477.07	\$0.00	Mat Su Area
Willow VFD	\$7,500.00	\$7,500.00	Mat Su Area
Craig VFD	\$7,473.80	\$7,473.80	Southeast Alaska
Gustavus VFD	\$7,245.00	\$7,245.00	Southeast Alaska
Haines VFD	\$7,500.00	\$7,500.00	Southeast Alaska
Hoonah VFD	\$7,397.09	\$7,397.09	Southeast Alaska
Pelican Volunteer Fire & EMS	\$4,713.12	\$4,713.12	Southeast Alaska
Sitka FD	\$6,412.00	\$0.00	Southeast Alaska
Aniak VFD	\$7,052.24	\$7,052.24	Southwest District
Chignik Lagoon VFD	\$6,300.00	\$0.00	Southwest District
Iliamna VFD	\$6,750.00	\$6,750.00	Southwest District
Kwethluk FD	\$5,000.00	\$0.00	Southwest District
Northway VFD	\$5,771.90	\$5,771.90	Tok Area Office

Tok VFD	\$5,798.97	\$5,798.97	Tok Area Office
Chenega Bay FD	\$6,744.22	\$6,744.22	Valdez-Copper River Area Office
Gakona VFD	\$7,469.91	\$7,469.91	Valdez-Copper River Area Office
Kennicott/McCarthy VFD	\$7,495.20	\$7,495.20	Valdez-Copper River Area Office
Valdez FD	\$6,750.00	\$5,000.00	Valdez-Copper River Area Office
<b>GRAND TOTAL</b>	<b>\$325,872.29</b>	<b>\$225,000.00</b>	



Introduced by: Mayor  
Date: 05/05/20  
Hearing: 05/19/20  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2019-19-37**

**AN ORDINANCE APPROPRIATING \$77,000 TO THE OFFICE OF EMERGENCY  
MANAGEMENT TO COVER COSTS ASSOCIATED WITH MITIGATION FOR THE  
COVID-19 DISASTER DECLARATION**

**WHEREAS,** the borough mayor issued a Disaster Emergency Declaration on March 16, 2020, due to the current and imminent impacts of the COVID-19 pandemic in the areas of the borough outside of the cities; and

**WHEREAS,** the assembly finds an emergency disaster exists as the number of COVID-19 cases are increasing and local, national and worldwide efforts are underway to control its spread, and identify, develop and implement treatments and vaccines; and

**WHEREAS,** these efforts have included the closure of numerous businesses and quarantine of many people; and

**WHEREAS,** the assembly adopted Resolution 2020-026 on March 17, 2020 extending the disaster emergency for 90 days; and

**WHEREAS,** the assembly adopted Ordinance 2019-19-31 appropriating \$125,000 to cover initial response incident management wages, contracting costs, personal protective equipment and other costs directly related to the disaster response; and

**WHEREAS,** the Office of Emergency Management anticipates \$77,000 in additional funds needed immediately to provide mitigation measures to help protect borough employees and the public from the pandemic as the Governor's phased rollout to reopening segments of the Alaskan economy occurs; and

**WHEREAS,** the additional appropriation will fund materials and labor to construct virus protective barriers and to purchase personal protective equipment and other costs directly related to the phased rollout.

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

**SECTION 1.** That \$77,000 is hereby appropriated from the general fund, fund balance and transferred to account no. 260.11250.20D1X.49999 for response, assessment, and mitigation by the borough for the declared disaster emergencies within the borough.

**SECTION 2.** That the funds appropriated are of a project length nature and as such do not lapse at the end of any particular fiscal year.

**SECTION 3.** That this ordinance shall take effect immediately upon its enactment.

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

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Kelly Cooper, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough Office of Emergency Management

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## MEMORANDUM

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

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

**FROM:** Brandi Harbaugh, Finance Director *BH*  
Dan Nelson, OEM Senior Manager *DN*

**DATE:** April 23, 2020

**RE:** Emergency Ordinance 2019-19-37, Appropriating \$77,000 to the Office of Emergency Management to Cover Costs Associated with Mitigation for the Covid-19 Disaster Declaration (Mayor)

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In response to the COVID-19 disaster emergency the Office of Emergency Management has spent \$125,000 to pay Incident Management Team wages, contracting costs, personal protective equipment and other costs directly related to the disaster response. These funds were appropriated through Ordinance 2019-19-31.

On April 21, 2020, Governor Mike Duneavy announced that he and his administration would begin a phased rollout to reopen the Alaskan economy. In order to provide virus protection to the borough employees and public during the phased rollout, the Office of Emergency Management is anticipating the need for an additional \$77,000 to construct virus protective barriers to accomodate safe public interactions and to provide for personal protective equipment and other costs directly related to the phased rollout.

Your support of this emergency ordinance would be appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>100.27910</u>
Amount:	<u>\$77,000</u>
By: <i>PP</i>	Date: <u>4/24/2020</u>





Introduced by: Mayor  
Date: 05/05/20  
Hearing: 05/19/20  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-22**

**AN ORDINANCE AUTHORIZING THE NEGOTIATED LEASE OF RENTAL SPACE  
AT THE NIKISKI COMMUNITY RECREATION CENTER WITH THE  
KENAITZE INDIAN TRIBE**

**WHEREAS**, the Nikiski Community Recreation Center (“NCRC”) is operated and budgeted by the North Peninsula Recreation Service Area (“NPRSA”); and

**WHEREAS**, Kenaitze Indian Tribe (“Kenaitze”) has inquired about renting rooms within the NCRC to be used for youth programs; and

**WHEREAS**, NPRSA staff have identified available space and mutually agreeable terms for entering into a space rental agreement; and

**WHEREAS**, the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of May 11, 2020 recommended \_\_\_\_\_;

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

**SECTION 1.** That the assembly finds that leasing office space to Kenaitze Indian Tribe pursuant to KPB 17.10.100(I) is in the best interest of the borough.

**SECTION 2.** That the provisions of KPB 17.10.080, KPB 17.10.090 and KPB 17.10.110-.240 governing classification, disposition, and leasing of borough lands and related natural resources shall not apply to this lease of office space.

**SECTION 3.** Based on the foregoing, the mayor is hereby authorized pursuant to KPB 17.10.100(I) to lease NCRC Room #42 and # 43, being 1,792 square feet, at the monthly rental of \$4,856.32 in addition to a monthly rental rate of \$500.00 for shared use of the kitchen, gymnasium and for janitorial services for common use of bathrooms for an initial term of three months, with month-to-month extensions thereafter. The Lease may not be extended beyond one year without further authorization of the assembly. The authorization is for lease solely to Kenaitze Indian Tribe, and it may not assign any rights to negotiate or enter an agreement for lease to any other person or entity. Once entered, the lease may be assigned or subleased pursuant to the terms of the lease agreement.

**SECTION 4.** The mayor is authorized to execute a lease substantially similar in form to the lease form approved by the assembly.

**SECTION 5.** Kenaitze Indian Tribe shall have 60 days from the time of enactment of this ordinance to execute the lease.

**SECTION 6.** That rent revenue from the subject lease shall be deposited in North Peninsula Recreation Service Area account 225.00000.00000.36315.

**SECTION 7.** That this ordinance shall take effect immediately upon its enactment.

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

---

Kelly Cooper, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Planning Department – Land Management Division

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *CP*  
Rachel Parra, NPRSA Recreation Director *RP*  
Max Best, Planning Director *MB*

**FROM:** Marcus A Mueller, Land Management Officer *M A M*

**DATE:** April 23, 2020

**RE:** Ordinance 2020-22, Authorizing the Negotiated Lease of Rental Space at the Nikiski Community Recreation Center with the Kenaitze Indian Tribe (Mayor)

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The Nikiski Community Recreation Center ("NCRC") is operated and budgeted by the North Peninsula Recreation Service Area ("NPRSA"). The Kenaitze Indian Tribe ("Kenaitze") has inquired about renting space within the NCRC to provide youth programs. Their programs include camps for youth ages 5-12 years of age.

Two rooms have been made available and configured at the NCRC and a lease agreement has been drafted for an initial three-month period with month-to-month extensions thereafter by mutual agreement. The anticipated span of the lease is three to six months, and will not exceed twelve months without further approval from the assembly.

The lease rental for the 1,792 square foot space is \$4,856.32 payable monthly to NPRSA. A monthly fee of \$500.00 will also be charged for shared use of the kitchen, gymnasium and includes janitorial services in common restrooms. The lease revenue would help to offset NPRSA's operational and building costs.

Borough code does not specifically address the leasing of building space. Several of the requirements of KPB 17.10 for the leasing of land are not applicable to the leasing of building space. While KPB 17.10.100(I) authorizes negotiated leases, the code does not specifically address negotiated leases of borough property at fair market value.

The attached ordinance would authorize the mayor to lease space at the NCRC to Kenaitze for programming space and providing terms for Kenaitze's scheduled use of other facility areas.

Your consideration is appreciated.

## LEASE AGREEMENT

This lease agreement (hereinafter the "Lease"), is made and entered into June 1, 2020, by and between the Kenai Peninsula Borough, 144 N Binkley St, Soldotna, AK 99669 (hereinafter referred to as "Lessor") and Kenaitze Indian Tribe, 150 N. Willow Street, Kenai, Alaska 99611 (hereinafter referred to as "Lessee"). As authorized by KPB Ordinance 2020-\_\_\_, this Lease is the final and complete understanding of the parties.

1. **Premises.** Lessor, for and in consideration of the rents, covenants, and conditions of this Lease does hereby lease to Lessee the following property hereinafter referred to as "Premises":

Two rooms, totaling 1,792 square feet, more particularly described as Room #42 and Room #43, Nikiski Community Recreation Center, 50097 Kenai Spur Highway, situated on Tract A, according to Plat No.1362, records of the Kenai Recording District, Third Judicial District, State of Alaska.

Lessee shall also have common use of public restrooms and parking spaces.

2. **Rent.** In consideration of the Lease of the Premises by Lessor, Lessee covenants to pay to the Lessor as Rent the sum of four thousand eight hundred fifty-six and 32/100 dollars (\$4,856.32) per month. Rent is due and payable in advance, on or before the 1<sup>st</sup> day of the month. Rent shall remain the same for the Term of the lease.

**Additional Rent.** Lessee agrees to pay additional rent for additional rental space in the facility. Advanced scheduling of these areas is required and must be reserved through the North Peninsula Recreation Service Area ("NPRSA") staff. A monthly fee of five hundred (\$500.00) will be charged for shared use of the kitchen and the gymnasium, and will include janitorial services in the common restrooms. Additional Rent is due and payable in advance, on or before the 1<sup>st</sup> day of the month. Rent shall remain the same for the Term of the lease.

3. **Term, Month-to-Month Extended Terms.** The Lease Term is three (3) months commencing on June 1, 2020 and ending on August 31, 2020 and may be extended month-to-month thereafter upon mutual agreement of the parties provided however that either Lessee or Lessor may cancel extended terms of this Lease without cause by delivering written notice to the other party not less than 30 days in advance of the date of cancellation. Such written notice shall specify the date of cancellation. Rents for a partial last month shall be prorated to the actual number of days in the partial term at \$160.00 per day, and the prorated days for the additional monthly rent rate \$16.00 per day for a total of \$176.00 per day. Lessee and Lessor acknowledge that three to six months is the anticipated life of this

Lease. This Lease may not be extended beyond one year without further authorization of the KPB Assembly.

4. **Utilities, Maintenance, and Repairs.**

(a) Lessor Responsibilities. So long as the Lessee is in compliance with all Lease terms, including timely payment of Rent due, the Lessor shall be responsible for the following for the duration of the Lease:

- (i). Utilities/Snow Removal. Gas, electric, water, septic, refuse and snow removal.
- (ii). Grounds Maintenance. Grounds maintenance, to include keeping ingress, egress, and parking clear of snow or other debris and to keep the exterior grounds of the property in good condition.
- (iii). Major Repairs. Any major structural repairs of a permanent nature shall be performed by the Lessor.

(b) Lessee Responsibilities:

- (i). Phone/ Network. Phone and Network service is the responsibility of the Lessee. Phone accounts, network servers, and internet connections shall be established and paid for by Lessee at the option of the Lessee. The Lessee is required to coordinate installation with the Lessor. The Lessor reserves the right to request that the Lessee must properly secure any wireless network provisions.
- (ii). Janitorial Service. Lessee is responsible for its own janitorial or custodial services and required supplies directly related in the rooms leased.
- (iii). Security. Lessee will be responsible for securing rental space. Lessee will be responsible for securing building and alarm system if operating outside of the community center normal operating hours.
- (iv). Minor maintenance and repairs. Lessee shall be responsible for minor and routine maintenance of the premises and maintain the premises in a good, neat and clean condition.

5. **Covenants of Lessee.** Lessee hereby covenants and agrees:
- A. To pay rent. Lessee will pay the rent specified at the times and in the manner set out in paragraph 3 herein, except only in the case of fire or other casualty as herein provided.
  - B. Not to assign. Lessee shall not assign, sublet or part with the possession of all or any part of the leased premises without the prior written consent of the Lessor.
  - C. To permit Lessor to enter. Lessor is granted free access to premises at all times for inspection, maintenance, or repair.
  - D. To yield up premises. At the expiration or cancellation of this Lease, Lessee will peaceably yield up to Lessor the premises, in good repair in all respects, reasonable use and wear excepted.
  - E. Alterations. Lessee may not alter the premises without first obtaining prior approval of Lessor. Any approved fixtures installed by Lessee shall become property of the Lessor unless otherwise agreed to in advance.
  - F. Acceptance of Premises. Lessee has examined and knows the condition of the premises and accepts the same "as is," subject to Lessor's obligations under this lease.
  - G. Use of Premises. Lessee hereby covenants that the use of the premises shall be for professional use (office/conference/meetings) only and for no other purpose except by written mutual agreement by Lessor.
6. **Lessor's Warranties.** The Lessor covenants, guarantees and provides the following express warranties:
- A. No existing restrictions interfere with the Lessee's permitted and intended use of the premises;
  - B. There is availability of adequate ingress and egress to the premises;
  - C. Lessor has sufficient interest in the property to grant Lessee this leasehold;
  - D. Lessor shall be responsible for maintaining the premises in good repair.

7. **Default by Either Party.** Should either Lessor or Lessee default in the performance of the obligations of any covenants of this Lease and fail to fully remedy such default within thirty days after written notice by the non-defaulting party, then the Lease may be terminated by written notice to the defaulting party. Upon termination of this Lease, Lessor shall refund to Lessee any unearned advance rent paid by Lessee.
8. **Indemnification and Insurance.**
- a. **Indemnification and Insurance**  
The Lessee shall indemnify and hold harmless the Kenai Peninsula Borough (KPB) from any and all claims, liabilities, losses, damages, and charges, related to the use of the facilities subject of this Agreement. Upon request, the lessee shall provide proof of Commercial General Liability Insurance with minimum policy limits of \$1,000,000 per incident; Automobile Liability policy with minimum policy limits of \$1,000,000 per accident for bodily injury; and Worker's Compensation / Employer's Liability limits as required by law. The KPB is self-insured and will maintain insurance on the land and facility and maintain insurance covering its employees as required by law.  
The policies described above shall remain in force for the life of the agreement and must state that the coverage is primary and exclusive of any insurance carried by the KPB. The coverage required of Lessee by this agreement shall list the KPB as additional insured. All policies and certificates of insurance shall provide that a written notice of any cancellation or modification will be delivered to Lessor at least 30 days prior to the effective date of such cancellation or modification.
- c. **Proof of Insurance.** At the time of executing this Lease, and at the time of each renewal of insurance, Lessee shall deliver to the North Peninsula Recreation Service Area Director certificates of insurance or letters of self-insurance meeting the above criteria.
9. **Damage due to Causes beyond Control.** Lessee and Lessor agree that if a cause beyond control prevents occupation of the premises, any rent paid shall be prorated daily for the days Lessee is unable to occupy the premises. If the "cause beyond control" lasts for more than 30 days, Lessee or Lessor shall have the right to terminate this Lease upon 14 days' written notice given in the manner set out in Section 17 of this Lease. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Lessee or Lessor and which prevent performance of this Lease: fire, explosions, floods, earthquakes, other acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent Lessee or Lessor from

performing the terms of this Lease. Events which are particular to either party, including but not limited to financial difficulties, are not causes beyond the control of either the Lessee or Lessor.

10. **Compliance with Laws.** Lessee agrees to comply with all applicable federal, state, borough and local laws and regulations.
11. **No Waiver.** No assent, expressed or implied, by either party to any breach of either party's covenants shall be deemed to be a waiver of any succeeding breach of the same covenants, nor shall any forbearance by a party to seek a remedy for any breach be deemed a waiver by that party of its rights or remedies with respect to such breach.
12. **Integration.** This document contains the entire lease agreement of the parties hereto. All negotiations, statements, representations, guarantees, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this Lease and the performance of either party hereto, are merged and integrated into the terms of this document.
13. **Interpretation and Enforcement.** This Lease has been drafted following negotiations between the parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Lease shall be governed by the laws of the State of Alaska. The titles of sections in this agreement are not to be construed as limitations or definitions but are for identification purposes only.
14. **Counterparts; Electronic Signature.** This Lease may be executed in counterpart and may be executed by way of facsimile or electronic signature in compliance with AS 09.80, each of which when executed shall be considered an original and all of which together shall constitute one agreement.
15. **Severability.** If any section or clause of this Lease is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Lease shall remain in full force and effect.
16. **Notice.** Whenever notice is required hereunder, it shall be addressed as follows until written notice of change of address is given to the other party:

LESSOR:  
Kenai Peninsula Borough  
Rachel Parra, NPRSA Director  
144 N. Binkley Street

LESSEE:  
Kenaitze Indian Tribe  
Dawn Nelson, Executive Director of Tribal Administration  
150 N. Willow Street



Soldotna, Alaska 99669

Kenai, AK 99611

- 17. **Authority to Sign.** Each person signing this Lease represents and warrants that he or she is duly authorized and has legal capacity to execute this Lease. Each party represents and warrants that by executing this lease the performance of such party's obligations under the Lease are valid and binding on such party and the Lease is enforceable in accordance with its terms. Due to the current statewide disaster emergency, the Lease will not be notarized or witnessed.

KENAI PENINSULA BOROUGH

KENAITZE INDIAN TRIBE

\_\_\_\_\_  
 Charlie Pierce  
 Mayor

\_\_\_\_\_  
 Dawn Nelson  
 Executive Director of Tribal Administration

Date: \_\_\_\_\_

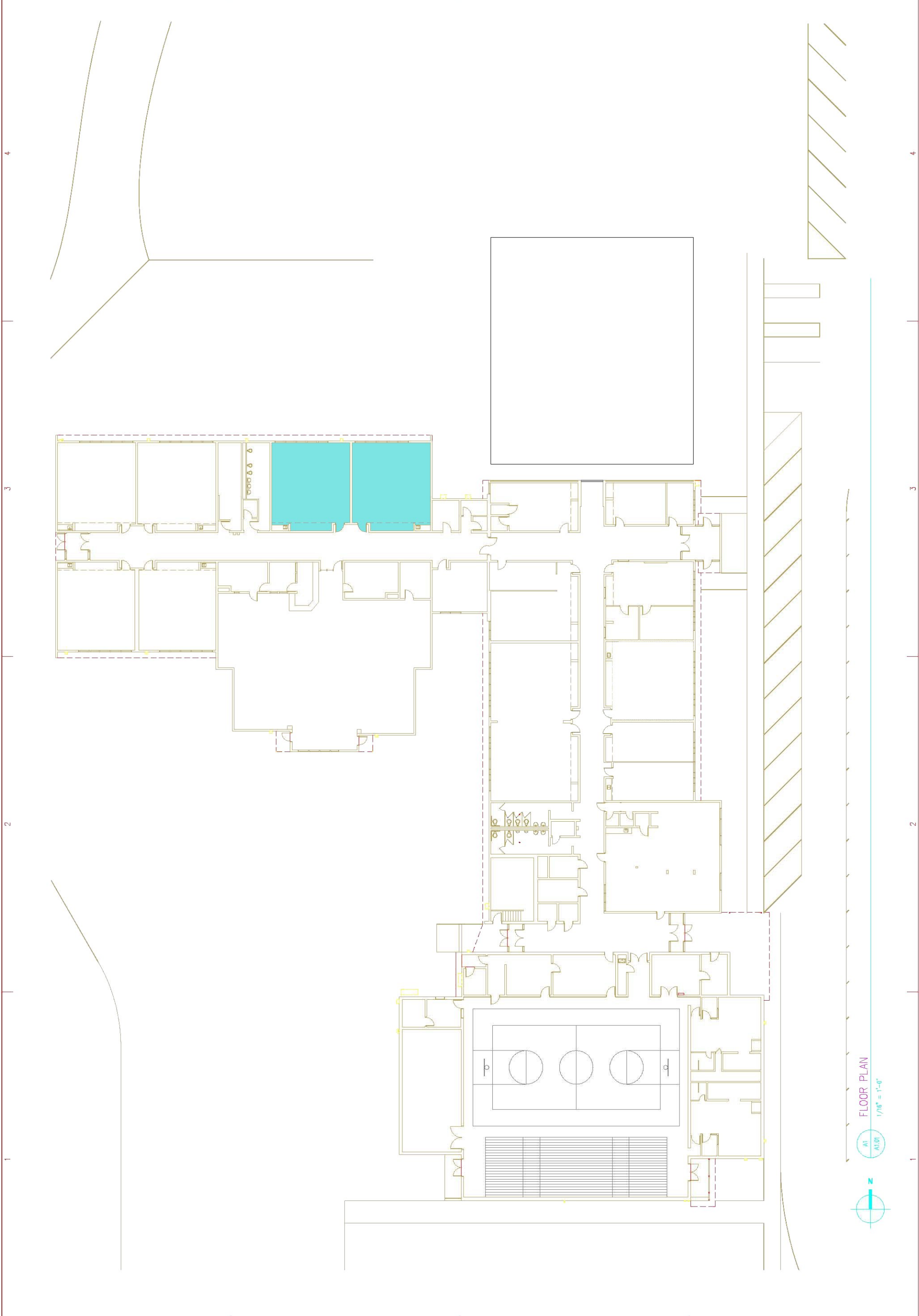
Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

\_\_\_\_\_  
 Sean Kelley, Deputy Borough Attorney





**FLOOR PLAN**  
 1/16" = 1'-0"

Sheet Contents  
FLOOR PLAN

Drawn by	Date
Checked	Job No.

Revisions		
No.	Description	Date

Category **A** Sheet No. **1.00**

KENAI PENINSULA BOROUGH  
**N. PENINSULA RECREATION CENTER**  
 NIKISKI, ALASKA

Introduced by: Mayor  
Date: 05/05/20  
Hearing: 05/19/20  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-23**

**AN ORDINANCE AUTHORIZING A ONE-TIME EXTENSION OF KPB 20.70.130  
WHICH SETS A ONE-YEAR DEADLINE TO RECORD A FINAL PLAT FOLLOWING  
VACATION APPROVAL**

**WHEREAS,** the borough mayor issued a Disaster Emergency Declaration on March 16, 2020, due to the current and imminent impacts of the COVID-19 pandemic in the areas of the borough outside of the cities which the assembly extended for 90 days through resolution 2020-026 adopted March 17, 2020; and

**WHEREAS,** Governor Dunleavy issued a Declaration of Public Health Disaster Emergency (“Disaster Emergency”) on March 11, 2020 due to the spread of COVID-19 which the Alaska Legislature extended through passage of Senate Bill 241 (“SB241”); and

**WHEREAS,** KPB 20.70.130, Vacation plats, establishes a one-year deadline to record a final plat following vacation approval; and

**WHEREAS,** due to unavoidable no-fault delays related to this Disaster Emergency it is in the best interest of the borough to extend the deadline established under KPB 20.70.130; and

**WHEREAS,** this extension applies to all plats where the one-year deadline expired after April 1, 2020; and

**WHEREAS,** at its meeting held on May 11, 2020, the Kenai Peninsula Borough Planning Commission recommended \_\_\_\_\_;

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

**SECTION 1.** That this is an uncodified ordinance.

**SECTION 2.** That the one-year vacation plat deadline established under KPB 20.70.130 is extended until the earlier of:

(1) November 15, 2020; or

(2) the date the governor determines, pursuant to applicable law, that the

Disaster Emergency no longer exists.

**SECTION 3.** That this ordinance is retroactively effective on April, 1 2020.

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

---

Kelly Cooper, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:


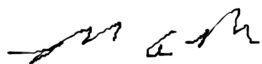
Absent:


# Kenai Peninsula Borough Planning Department

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## MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor   
Marcus Mueller, Acting Planning Director 

**FROM:** Scott Huff, Planning Manager 

**DATE:** May 5, 2020

**RE:** Amendment to Ordinance 2020-23, Authorizing a One-Time Extension of KPB 20.70.130 Which Sets a One-Year Deadline to Record a Final Plat Following Vacation Approval (Mayor)

---

To avoid a potential timing issue this amendment would extend the KPB 20.70.130 one-year vacation plat deadline until either November 15, 2020 or 30 days after the date Governor Dunleavy determines that the statewide Covid-19 public health disaster emergency no longer exists, whichever occurs first.

The following show the amendments with the changes shown. *(Please note the changes are in bold with additions underlined and deletions crossed out.)*

➤ Amend Section 2 to read as follows:

**SECTION 2.** That the one-year vacation plat deadline established under KPB 20.70.130 is extended until the earlier of:

(1) November 15, 2020; or

(2) **30 days after** the date the governor determines, pursuant to applicable law, that the Disaster Emergency no longer exists.

Your consideration of this ordinance is appreciated.

# Kenai Peninsula Borough Planning Department

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## MEMORANDUM

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

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

**FROM:** Scott Huff, Platting Manager *SA*

**DATE:** April 23, 2020

**RE:** Ordinance 2020-23, Authorizing a One-Time Extension of KPB 20.70.130 Which Sets a One-Year Deadline to Record a Final Plat Following Vacation Approval (Mayor)

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KPB 20.70.130, Vacation Plats, establishes a one-year deadline to record a final plat following vacation approval. Due to unavoidable no-fault delays related to the current COVID-19 public disaster emergency, it is in the best interest of the borough to extend the deadline established under KPB 20.70.130.

This uncodified one-time extension ordinance applies to all plats where the one-year deadline expired after April 1, 2020. Assembly action is required to extend the one-year vacation plat deadline.

This ordinance is scheduled to go before the Planning Commission at its May 11, 2020 meeting. The recommendations of the Planning Commission will be provided to the assembly prior to the scheduled hearing on this matter.

Your consideration of this ordinance is appreciated.

Introduced by: Mayor  
Date: 04/21/20  
Hearing: 05/19/20  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-17**

**AN ORDINANCE AUTHORIZING A LEASE TO NEW CINGULAR WIRELESS PCS  
LLC FOR APPROXIMATELY 1,600 SQUARE FEET OF BOROUGH LAND IN KENAI  
FOR A COMMUNICATIONS SITE**

- WHEREAS**, New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, is seeking to expand cellular telephone service capacity in the Kenai area; and
- WHEREAS**, New Cingular Wireless PCS, LLC, has researched the Kenai area to determine feasible sites for a new communication tower; and
- WHEREAS**, New Cingular Wireless PCS, LLC, has determined that a 1,600 square-foot site on land owned by the borough to the west of the Kaleidoscope Elementary School campus is the most desirable site to meet its requirements; and
- WHEREAS**, the 1,600 square-foot site is located within the 20-acre KPB-owned parcel #043-010-14, legally described as S1/2SE1/4NW1/4, Section 31, T. 6N., R. 11W., S.M., Kenai recording district, Third Judicial District, State of Alaska; and
- WHEREAS**, KPB-owned parcel #043-010-14 is classified government; and
- WHEREAS**, the 10-acre campus of Kaleidoscope Elementary is located within the eastern half of parcel #043-010-14; and
- WHEREAS**, the location of the communication tower site is approximately 400 feet west of the Kaleidoscope Elementary campus; and
- WHEREAS**, New Cingular Wireless PCS, LLC, proposes a market value lease; and
- WHEREAS**, leasing of this land furthers the Kenai Peninsula Borough Comprehensive Plan Goal 2, Focus Area: Land Use and Changing Environment, Objectives F; and
- WHEREAS**, the lease area is subject to land use zoning by the City of Kenai; and
- WHEREAS**, the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of May 11, 2020 recommended \_\_\_\_\_;

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

**SECTION 1.** That the Assembly finds that leasing this land to New Cingular Wireless PCS, LLC, for a communication tower site is in the best interest of the public and the borough. This finding is based on the following facts:

1. The borough will receive a market value rent for the term of the lease, including a percentage of any subleases.
2. The land will be used to provide a new cellular tower site that will benefit communication network users including public safety providers.

**SECTION 2.** The mayor is authorized, pursuant to KPB 17.10.100(I), Negotiated Sale or Lease, to negotiate and enter into a lease of the above-described parcel to New Cingular Wireless, LLC, subject to all lease conditions required by this ordinance and the applicable provisions of KPB 17.10, Borough Land and Resources.

**SECTION 3.** Pursuant to KPB 17.10.230, the Assembly authorizes an exception to the requirements of KPB Chapter 17.10.110, Notice of Disposition, based on the following facts:

1. That special circumstances or conditions exist.
  - a. The proposed lease is solely with New Cingular Wireless PCS, LLC, for the purpose of constructing a new cellular tower site.
  - b. The notice requirement is intended to make the public aware of an opportunity to purchase borough property, which is unnecessary since the intent of the disposal is to lease the property solely to New Cingular Wireless PCS, LLC.
2. That the exception is necessary for the preservation and enjoyment of a substantial property right and is the most practical manner of complying with the intent of this chapter.
  - a. The notice requirement is intended to make the public aware of an opportunity to purchase borough property, which is unnecessary since the intent of the disposal is to lease the property solely to New Cingular Wireless PCS, LLC.
3. That the granting of this exception will not be detrimental to the public welfare or injurious to other property in the area.
  - a. Lease of the subject parcel to New Cingular Wireless PCS, LLC, for a cellular tower site is compatible with the current government classification.



- b. The cellular tower site is compatible with adjacent Kaleidoscope Elementary School activities.

**SECTION 4.** The mayor is authorized to sign any documents necessary to effectuate this ordinance.

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

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

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Kelly Cooper, Assembly President

ATTEST:

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Johni Blankenship, MMC Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Planning Department – Land Management Division

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *CP*  
Max Best, Planning Director *MB*  
Marcus Mueller, Land Management Officer *mm*

**FROM:** Bryan Taylor, Land Management Agent *BT*

**DATE:** April 9, 2020

**RE:** Ordinance 2020-17, Authorizing a Lease to New Cingular Wireless PCS LLC for Approximately 1,600 Square Feet of Borough Land in Kenai for a Communications Site (Mayor)

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New Cingular Wireless PCS, LLC (New Cingular), a Delaware Limited Liability Company, has submitted an application for a negotiated lease of a 1,600 square-foot area located within S1/2SE1/4NW1/4, Section 31, T. 6N., R. 11W., S.M. Kenai Recording District, Third Judicial District, State of Alaska for construction and maintenance of a communications tower. The eastern half of this parcel contains the campus of Kaleidoscope Elementary School. The lease agreement includes the following terms:

- An option term of one year in which the lessee may investigate the site and pursue any needed authorizations. The lessee may choose to exercise the option to lease at any time during the option term. Consideration for the option is \$3,500.
- For the lease, there is an initial rental rate of \$1,400 per month that will increase annually by 2.5%.
- An initial term of five years, with the option to renew the lease for four additional five-year terms.
- For any sublessees, a revenue share of 33% of sublease rent to KPB.
- Requirements for a perimeter fence and gate installation around leased area with buffer landscaping.
- An easement to the tower for 24-hour site access for maintenance and emergency purposes.

Page -2-  
April 9, 2020  
To: Assembly President  
RE: Communication Site Lease

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New Cingular originally requested a location directly adjacent to the Kaleidoscope Elementary School campus. The KPB coordinated with the school principal and KPBSD staff regarding the location. New Cingular agreed to move the site to the west into the forested area to provide a buffer between the site and the school. The lease agreement would also require buffer landscaping be installed around the perimeter of the lease area.

This ordinance would authorize the mayor to enter into the lease agreement. Revenue from the lease would support the borough's Land Trust Fund.

Your consideration of this ordinance is appreciated.

## OPTION AND COMMUNICATIONS SITE LEASE AGREEMENT

This OPTION AND COMMUNICATIONS SITE LEASE AGREEMENT (this “Agreement”) will become effective when all parties have signed the Agreement (the “Effective Date”). This Agreement is entered into by the **Kenai Peninsula Borough**, a municipal corporation, whose mailing address is 144 North Binkley Street, Soldotna, Alaska 99669 (hereinafter the “KPB” or “Lessor”), and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, whose mailing address is 1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 (hereinafter “Lessee”).

### PART I. BACKGROUND, AUTHORIZED CONTACT AND CONTRACT DOCUMENTS

**1. Background.** The KPB owns certain real property located in the Kenai Peninsula Borough, in the State of Alaska, that is more particularly described and/or depicted in Exhibit 1 attached hereto (the “Property”). For good and valuable consideration, the parties agree that the KPB will grant the Lessee the right to use a portion of the Property in accordance with the terms of this Agreement.

**2. Authorized Contact.** All communications about this Agreement shall be directed as follows, any reliance on a communication with a person other than the listed below is at the party’s own risk.

#### **KPB**

Name: Kenai Peninsula Borough  
Attn: Land Management Division  
144 N. Binkley St.  
Soldotna, AK 99669

#### **LESSEE**

Name: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: AN2640; Forest Offload AK  
Fixed Asset#: 14738331  
1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319

New Cingular Wireless PCS, LLC  
Attn: Legal Dept – Network Operations  
Re: Cell Site #: AN2640; Forest Offload AK  
Fixed Asset #: 14738331  
208 S. Akard Street  
Dallas, TX 75202-4206

**3. Contract Documents.** As authorized by KPB Ordinance 2020-\_\_\_, this lease agreement (“Agreement”) is the final and complete understanding of the parties. The following exhibits and appendices are attached and are considered part of this Agreement as well as anything incorporated by reference or attached to those exhibits or appendices:

Appendix A: Lease Provisions Required by KPB 17.10

Exhibit 1: Description of the “Property” and the “Leased Premises”

Exhibit 2: Leased Premises site sketch

Exhibit 3: Memorandum of Lease

**If in conflict, the Agreement shall control. If in conflict the order of precedence shall be: the Agreement, Appendix A, Exhibit 1, Exhibit 2, and then Exhibit 3.**

## **PART II. LEASE DESCRIPTION AND TERMS**

### **4. DESCRIPTION OF PROPERTY; OPTION.**

(a) Subject to the terms and conditions of this Agreement, KPB hereby grants to Lessee an exclusive option to lease a certain portion of the Property containing approximately 1,600 square feet (40' x 40') including the air space above such ground space as described and depicted on Exhibit 1 and Exhibit 2 attached hereto (the “Leased Premises”) for the placement of the Communication Facilities. In addition, a buffer area ten (10) feet in width around the perimeter of the Leased Premises may be utilized by the Lessee strictly for purposes of complying with Section 10(b) below.

(b) During the Option Term, and during the Term, Lessee and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the “Tests”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Lessee’s sole discretion for its use of the Leased Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the “Government Approvals”), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Lessee, are necessary in Lessee’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, KPB’s title to the Property and the feasibility or suitability of the Property for Lessee’s permitted use, all at Lessee’s expense. Lessee will not be liable to KPB or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Lessee’s inspection. Lessee will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Lessee’s control excepted.

(c) In consideration of KPB granting Lessee the Option, Lessee agrees to pay KPB the sum of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the “Option Term”).

(d) Lessee may assign this Option to any person or entity, at any time with prior written consent of KPB’s mayor which will not be unreasonably withheld or delayed so long as the Assignee agrees to the assignment and novation and complies with all terms of this Agreement. Notwithstanding the foregoing, upon thirty (30) days’ written notice to KPB, Lessee may assign this Option or its rights or obligations to (a) any person or entity controlling, controlled by, or under common control with Lessee, or (b) in connection with the sale or other transfer of substantially all of Lessee’s assets in the FCC market area where the Leased Premises is located. If this Option is assigned, the assignee shall comply with all terms of the assignment, this Agreement, and applicable borough code.

(e) During the Option Term, Lessee may exercise the Option by notifying KPB in writing. If Lessee exercises the Option, then KPB leases the Leased Premises to Lessee subject to the terms and conditions of this Agreement. If Lessee does not exercise the Option during the Initial Option Term or any extension thereof, then this Agreement will terminate, and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, KPB decides to subdivide, sell, or change the status of the zoning of the Leased Premises, the Property or any of KPB's contiguous, adjoining or surrounding property (the "Surrounding Property"), or in the event of a threatened foreclosure on any of the foregoing, KPB shall immediately notify Lessee in writing. KPB agrees that during the Option Term, or during the Term if the Option is exercised, KPB shall not initiate or consent to any change in the zoning of the Leased Premises, the Property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Lessee from using the Leased Premises for the permitted use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

## **5. TERM.**

(a) The initial term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Lessee to KPB of Lessee's exercise of the Option (the "Term Commencement Date").

(b) Lessee will have the option to extend the term of this Agreement for four (4) successive terms of five (5) years each (each, a "Renewal Term"). Each Renewal Term will commence automatically, unless Lessee delivers notice to KPB, not less than thirty (30) days prior to the end of the then-current Term, of Lessee's intent not to renew. For purposes of this Agreement, "Term" includes the Initial Term and any applicable Renewal Term(s).

(c) Should Lessee or any assignee, sublessee or licensee of Lessee hold over the Leased Premises or any part thereof after the expiration of this Agreement, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

**6. TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by Lessee upon written notice to KPB, if Lessee is unable to obtain, or maintain any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Lessee; or if Lessee in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(b) by Lessee, upon written notice to KPB, if Lessee determines, in its sole discretion, due to the title reports or survey results, that the condition of the Leased Premises is unsatisfactory for its intended uses;

(c) by Lessee upon written notice to KPB for any reason or no reason, at any time prior to commencement of construction by Lessee; or

(d) by Lessee upon sixty (60) days' prior written notice to KPB for any reason or no reason, so long as Lessee pays KPB a termination fee equal to six (6) months' Rent, at the then-current rate, and subject to removal requirements contained within Section 12. No such termination fee will be payable on account of the termination of this Agreement by Lessee under any termination provision contained in any other Section of this Agreement.

**7. RENT.** Beginning on the first day of the month following the date that Lessee exercises the Option (the "Rent Commencement Date"), Lessee shall pay to KPB a monthly rent payment of One Thousand Four Hundred and No/100 Dollars (\$1,400.00) ("Rent"), at the address set forth above on or before the fifth (5th) day of each calendar month in which Rent is due, in advance. Rent will be prorated for any partial month. On each anniversary of the Term Commencement Date, Rent shall adjust annually by Two and Five Tenths percent (2.5%) over the prior year's Rent amount.

**8. TAXES.** Lessee shall pay any real or personal property taxes assessed on, or any portion of such taxes attributable to, the Communication Facilities located on the Leased Premises, including any taxable private leasehold interests.

**9. USE.** The Leased Premises are being leased for the purpose of erecting, installing, operating and maintaining radio or communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, equipment shelters and other supporting structures, and related equipment (collectively, the "**Communication Facilities**"). Lessee may, subject to the foregoing, make any improvement, alteration or modification to the Leased Premises as are deemed appropriate by Lessee for the permitted use herein. Lessee will have the right to clear the Leased Premises of any trees, vegetation, or undergrowth which interferes with Lessee's use of the Leased Premises for the intended purposes. Notwithstanding Section 14 below, Lessee will have the exclusive right to install and operate upon the Leased Premises communications towers, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary.

#### **10. SECURITY AND BUFFER LANDSCAPING.**

(a) **Fence & Site Security.** Notwithstanding Section 4 above, the Lessee will install a locked, sight-obscuring fence at least six feet (6') in height around the perimeter of the Leased Premises to protect against unauthorized access to the Leased Premises. The fence must be of a color that blends in with the surrounding landscape (i.e. brown, green or similar color). Lessee may also elect, at its expense, to construct such other enclosures and/or fences as Lessee reasonably determines to be necessary to secure its improvements, including the tower(s), building(s), guy anchors, and related improvements situated upon the Leased Premises. Lessee may also undertake any other appropriate means to restrict access to its communications towers, buildings, applicable guy anchors, applicable guy wires, and related improvements, including, without limitation, posting signs for security purposes.

(b) **Buffer Landscaping.** To blend with the surrounding use of the Property as a trail system and outdoor space, the Lessee will only clear Leased Premises to the extent necessary for its Communication Facilities. Within thirty (30) days of completing fence installation around the Leased Premises, the Lessee will install a landscaping bed with a width of 10 feet outside of the fenced-in area of the Leased Premises, as shown in Exhibit 2, excluding the access drive, to ensure a vegetative buffer exists between the leased area and the trail system and outdoor space. Trees must be planted within the landscaping bed at intervals no greater than 15 feet on center. Evergreen trees must be a minimum of 6 feet in height at time of planting, and deciduous trees must have a minimum caliper of one and one-half-inch. No more than 50 percent of planted trees may be deciduous. At least one shrub with a minimum height of 18 inches at planting will be

planted for every 100 square feet of landscaping bed. Existing native trees and shrubs may be used to meet buffer landscaping requirements.

(c) **Performance Bond; Two-Year Replacement Period.** Lessee shall provide a performance bond either in the form of cash or through a corporate surety qualified to do business in the state in the amount of \$2500, prior to the KPB's execution of this Agreement. The bond may be used for the purpose of replacement of any dead trees or bushes within a period of two years after initial installation and any unused portion of the security will be released to the Lessee following the expiration of the two-year replacement period. Following the expiration of the two-year replacement period, KPB shall be solely responsible for replacement of dead trees or bushes within the landscaping buffer.

## **11. ACCESS, MAINTENANCE, AND UTILITIES.**

(a) **Access.** During the Term, Lessee, and its guests, agents, customers, lessees, sublessees and assigns will have the unrestricted, exclusive right to use, and will have free and unfettered access to, the Leased Premises seven (7) days a week, twenty-four (24) hours a day. KPB for itself, its successors and assigns, hereby grants and conveys unto Lessee, its customers, employees, agents, invitees, sublessees, sublicensees, successors and assigns a nonexclusive easement to the extent depicted on Exhibit 2 (a) for ingress and egress, and (b) for the construction, installation, operation and maintenance of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Leased Premises, subject to the terms and conditions herein set forth. KPB agrees to cooperate with Lessee's efforts to obtain such utilities and services. If there are utilities already existing on the Leased Premises which serve the Leased Premises, Lessee may utilize such utilities and services. Upon Lessee's request, KPB will execute and deliver to Lessee requisite recordable documents evidencing the easements contemplated hereunder within fifteen (15) days of Lessee's request.

(b) **Maintenance.** Lessee will keep and maintain the Leased Premises in good condition.

(c) **Utilities.** The Lessee is solely responsible for installing separate meters for utility use and payment, as applicable, and shall not connect to any KPB-owned electrical, communication, or other utility without KPB's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed.

**12. EQUIPMENT, FIXTURES AND REMOVAL.** The Communication Facilities will at all times be the personal property of Lessee and/or its sublessees and licensees, as applicable. Lessee or its customers shall have the right to erect, install, maintain, and operate on the Leased Premises such equipment, structures, fixtures, signs, and personal property as Lessee may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Leased Premises, will not be deemed to be part of the Leased Premises, but will remain the property of Lessee or its customers. Unless otherwise agreed to in writing by the parties, within ninety (90) days after the expiration or earlier termination of this Agreement (the "Removal Period"), Lessee must remove its improvements and restore the Leased Premises to grade in a natural condition free of contamination, reasonable wear and tear excepted, which shall include removal of all concrete and other foundation materials to a depth of five feet (5') below grade, and perform all obligations under this Agreement during the Removal Period, including without limitation, the payment of Rent on a prorated per diem basis, at the rate in effect upon the expiration or termination of this Agreement. Any property not so removed shall be deemed abandoned and may be removed and disposed of by KPB in such manner as KPB will determine,



without any obligation on the part of KPB to account to Lessee for any proceeds therefrom. Time is of the essence.

**13. ASSIGNMENT.** Lessee may assign this Agreement to any person or entity, at any time with prior written consent of KPB's mayor which will not be unreasonably withheld or delayed so long as the Assignee agrees to the assignment and novation and complies with all terms of this Agreement. Notwithstanding the foregoing, upon thirty (30) days' written notice to KPB, Lessee may assign this Agreement or its rights or obligations to (a) any person or entity controlling, controlled by, or under common control with Lessee, or (b) in connection with the sale or other transfer of substantially all of Lessee's assets in the FCC market area where the Leased Premises is located.

**14. SUBLEASING AND REVENUE SHARE.**

(a) **Subleasing.** Lessee will have the exclusive right to sublease or grant licenses to use the improvements or any other towers, structures, equipment, or ground space on the Leased Premises, provided that Lessee sends Lessor written notice within (15) days of such sublease or grant licenses.

(b) **Revenue Share.** In addition to and separate from the Rent, Lessee shall pay to the Lessor thirty-three percent (33%) of rents actually collected by Lessee from any applicable sublessees, exclusive of non-recurring fees (e.g. structural analysis fees, mount analysis fees, and capital expenditures) and reimbursements (such as for taxes and utilities) ("Revenue Share"). The Revenue Share shall be paid to Lessor with the Rent in the month immediately following receipt by Lessee from the applicable sublessee. Upon reasonable written request, Lessee will provide Lessor redacted copies of any applicable Sublease for the purpose of confirming relevant financial terms and information. For the purposes of this Agreement: (i) "Sublease" is defined as any arrangement in which the Lessee or any sublessee leases to another party or entity, any portion of the Lease Premises described in this Agreement or improvements thereon, including but not limited to a sublease for an antenna, microwave dish, or wireless communications equipment; and (ii) "Sublessee" means any sublessee or licensee of Lessee, that: (A) has entered into a sublease or license with Lessee for the use of the improvements after the Effective Date; and (B) is not paying any rent or fees directly to Lessor for the use of ground space related to the use of Lessee's improvements.

(c) **Authorized Contact of Sublessee.** Lessee shall provide the KPB the name, telephone number, and email address of the authorized contact for the sublessee who is responsible for sublessee's day-to-day operations or activities on the Leased Premises.

**15. CO-LOCATE RIGHTS RESERVED BY KPB.** KPB reserves the right, on payment to Lessee of rental fees consistent with market rates for other similarly situated uses in the region, to install emergency response communication equipment on Lessee's tower. Ninety (90) days prior to the exercise of this reservation, KPB shall provide Lessee with a complete inventory of equipment and proposed vertical location. Lessee shall confirm KPB's equipment will not interfere with Lessee's or then-existing sublessee's equipment or propose an alternate location. Upon installation of KPB's equipment on the Leased Premises, any future sublessee's equipment shall not interfere with KPB's emergency response communication equipment, provided such equipment is properly installed and lawfully operated. Notwithstanding the foregoing, KPB's right to install equipment on Lessee's tower will be subject to Lessee's reasonable determination that, at the time in which KPB proposes to install its equipment, Lessee's tower shall have sufficient space and structural capacity to accommodate the additional loading associated with KPB's proposed equipment installation. In connection with the foregoing, each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, instruments and documents, as the other party may reasonably request

in order to carry out the intent and accomplish the purposes of this Section 15 and the consummation of the transactions contemplated hereby.

**16. COVENANTS, WARRANTIES AND REPRESENTATIONS.**

(a) KPB represents and warrants that KPB is the owner in fee simple of the Property, free and clear of all liens and encumbrances except as to those which may have been disclosed to Lessee in writing prior to the execution hereof, and that KPB alone has full right to lease the Leased Premises for the Term.

(b) KPB shall not do or knowingly permit anything during the Term that will unreasonably interfere with or negate any Lessee's quiet enjoyment and use of the Leased Premises or cause Lessee's use of the Leased Premises to be in nonconformance with applicable local, state, or federal laws. KPB will cooperate with Lessee in any effort by Lessee to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. KPB agrees to promptly execute any necessary applications, consents or other documents as may be reasonably necessary for Lessee to apply for and obtain the proper zoning approvals required to use and maintain the Leased Premises and the Communication Facilities.

(c) To the best of KPB's knowledge, KPB has complied and will comply with all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Property by KPB or, to the knowledge of KPB, by any prior owner or user of the Property. To the knowledge of KPB, there has been no release of or contamination by hazardous materials on the Property.

(d) Subject to Section 11 above, Lessee will have access to all utilities required for the operation of Lessee's improvements on the Leased Premises that are existing on the Property.

(e) Except for the sublessees and licensees of Lessee, there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Leased Premises; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, or any equity or interest in KPB if KPB is an entity; and there are no parties (other than KPB) in possession of the Leased Premises except as to those that may have been disclosed to Lessee in writing prior to the execution hereof.

(f) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement.

**17. WAIVERS.**

(a) KPB hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communication Facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws. KPB will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by KPB as a result of the construction, maintenance, operation or use of the Leased Premises by Lessee.

(b) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY

WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.

**18. INSURANCE.** Lessee and any sublessees or assignees shall carry and maintain for the duration of the Term, including renewals and the Removal Period, insurance against claims for injuries to persons or property which may arise from or in connection with the Lessee's operation, use, or occupancy of the Leased Premises. The Lessee, including any sublessees or assignees, will bear the cost of such insurance. Coverage and policy limits will be as follows:

(a) Commercial General Liability (CGL): CGL insurance on ISO Form CG 00 01 (or its equivalent) on an "occurrence" basis, including property damage, bodily injury and personal injury with limits of \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit.

(b) Umbrella / Excess policy: With limits of \$2,000,000 per occurrence and in the aggregate. Lessee may use any combination of primary and excess insurance to meet the total limits required.

(c) Worker's Compensation Insurance: Insurance as required by the State of Alaska, with Statutory Limits, and Employer's liability Insurance limits of \$500,000 per accident for bodily injury or disease and per disease policy limit.

(d) Property Insurance: Insuring against all risks of loss to any Lessee improvements at full replacement cost with no insurance penalty provision. Lessee shall have the right to self-insure such Property Insurance.

(e) Automobile Liability: Commercial automobile liability coverage for all owned, hired, and non-owned autos with limits of \$1,000,000 per accident for bodily injury and property damage.

**19. OTHER INSURANCE PROVISIONS.**

(a) The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other communication facilities of Lessee and its corporate affiliates. All insurance policies required to be maintained by Lessee hereunder must be with responsible insurance companies, eligible to do business in the state of Alaska. Lessee shall provide at least thirty (30) days' prior written notice to KPBP of cancellation or nonrenewal of any required insurance that is not replaced. Lessee must evidence such insurance coverage by delivering to KPBP, if requested, a copy of a certificate of insurance of such policies issued by the insurance companies underwriting such risks or Lessee's form of self-insurance.

(b) The KPBP shall be included as additional insured with respect to liability caused, in whole or in part, by Lessee's operations under this Agreement.

(c) The Lessee's insurance coverage, except for workers' compensation/employer's liability insurance and self-insured property coverage, shall be primary insurance with respect to the KPBP and the Lessee's use and occupation of the Leased Premises. Any insurance maintained by the KPBP will be excess of the Lessee's insurance and will not contribute to it.

(d) The Property Insurance or self-insurance must include the KPB as Joint Loss Payee as its interest may appear, and the provision of Joint Loss Payee status satisfies any requirement for waiver of subrogation for Lessee's self-insured property coverage.

(e) Notwithstanding the foregoing, Lessee may self-insure any required coverage under the same terms as required by this Agreement.

**20. WAIVER OF SUBROGATION.** To the extent allowed by law, Lessee hereby grants to KPB a waiver of any right of subrogation which any insurer of said Lessee may acquire against the KPB by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the KPB has received a waiver of subrogation endorsement from the insurer.

**21. NON-EXCLUSIVITY.** KPB acknowledges and agrees that, except as may be disclosed to Lessee in writing prior to the execution hereof, there are no prior existing rights, uses, or authorization granted to third parties or retained by KPB to locate improvements below grade or in proximity to the Leased Premises. Upon at least sixty (60) days prior written notice to Lessee, KPB reserves the right to grant further or additional rights or authorization to locate improvements below grade or in proximity to the Leased Premises to the extent such rights or authorizations do not unreasonably interfere with Lessee's equipment or operations.

**22. LESSEE LIABILITIES.** In addition to other liabilities under this Agreement, the Lessee has the following liabilities and agrees:

(a) The Lessee assumes all risk of loss, damage or destruction to Lessee's improvements on the Leased Premises.

(b) The Lessee will comply with all applicable federal, state, and local laws or regulations, including relevant environmental laws, as well as public health and safety laws and other laws relating to the sitting, permitting, construction, operation and maintenance of any facility, improvement or equipment on the Leased Premises.

(c) The KPB has no duty, either before or during the lease term, to inspect the Leased Premises or warn of hazards and if the KPB inspects the Leased premises, it shall incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This Section shall survive the termination or revocation of this Agreement, regardless of cause.

(d) The Lessee has an affirmative duty to protect from damage the Property and interests of the KPB related to this Agreement.

**23. INDEMNIFICATION.**

(a) Lessee agrees to defend, indemnify, and hold harmless KPB, its employees, public officials, and volunteers, with respect to any action claim or lawsuit arising out of (1) a breach of this Agreement or (2) the use and occupancy of the Leased Premises or the Property by the Lessee. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages resulting from judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice to the KPB of any action, claim, or lawsuit. KPB will notify Lessee in a timely manner of the need for indemnification but such notice is not a condition precedent to Lessee's obligation and may be waived where the Lessee has

actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim or lawsuit is initiated, filed, or otherwise brought against KPB relating to the Lessee's use and occupancy of the Leased Premises or the Property. Notwithstanding the foregoing, Lessee's duty to indemnify, defend, and hold harmless KPB as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of KPB, its employees, public officials, and volunteers.

(b) To the extent allowed by law and subject to a specific appropriation by the KPB Assembly for this purpose, KPB agrees to defend, indemnify, and hold harmless Lessee, its employees, affiliates, officers, directors, successors and assigns, with respect to any action claim or lawsuit arising out of (1) a breach of this Agreement or (2) the use and occupancy of the Leased Premises or the Property by the KPB. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages resulting from judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of KPB arise immediately upon notice to the Lessee of any action, claim, or lawsuit. Lessee will notify KPB in a timely manner of the need for indemnification but such notice is not a condition precedent to KPB's obligation and may be waived where the KPB has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim or lawsuit is initiated, filed, or otherwise brought against Lessee relating to the KPB's use and occupancy of the Leased Premises or the Property. Notwithstanding the foregoing, KPB's duty to indemnify, defend, and hold harmless Lessee as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of Lessee, its employees, its employees, affiliates, officers, directors, successors and assigns. Lessee further acknowledges the following: (1) KPB currently has no appropriation currently available to it to defend and indemnify Lessee under this provision; (2) the enactment of any such appropriation remains in the sole discretion of the KPB Assembly; and (3) the KPB Assembly's failure to make such an appropriation creates no further obligation or duty on behalf of KPB.

**24. INSPECTION.** The KPB reserves the right to enter upon and inspect the Leased Premises at any time to assure compliance with the conditions of this Lease. Except in case of emergency, KPB shall provide Lessee with at least forty-eight (48) hours' prior written notice of KPB's intention to enter upon and inspect the Leased Premises. Lessee reserves the right to have a representative present at all times during KPB's inspection.

**25. FORCE MAJEURE.** The time for performance by KPB or Lessee of any term, provision, or covenant of this Agreement will be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of KPB or Lessee, as the case may be.

**26. DEFAULT.** The failure of Lessee or KPB to perform any of the covenants of this Agreement will constitute a default. The non-defaulting party must give the other written notice of such default, and the defaulting party must cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, the defaulting party must provide prompt notice of inability to cure and provide a plan to cure the default within a time frame provided. The time for curing a default will be extended for such period of time as may be necessary and reasonable; however, in no event will this extension of time to cure be in excess of ninety (90) days, unless agreed upon in writing by the non-defaulting party.

**27. REMEDIES.** Should the defaulting party fail to cure a default under this Agreement, the other party will have all remedies available either at law or in equity, including the right to terminate this Agreement.

## 28. LESSEE MORTGAGES.

(a) KPB consents to the granting by Lessee of a lien and security interest (each, a “**Lessee Mortgage**”) in Lessee’s interest in this Agreement and all of Lessee’s personal property and fixtures attached to the real property described herein to one or more lenders (any such lender, and any successor, assign, designee or nominee of such lender, hereinafter a “**Lender**”) only to the extent and amount necessary to maintain improvements on the Leased Premises. The Lessee may not encumber the leasehold interest or the Leased Premises to finance projects or improvements outside of the Leased Premises. KPB agrees to recognize Lender as Lessee hereunder upon any such exercise by Lender of its rights of foreclosure. Any such encumbrance shall be subordinate to KPB’s rights and interest in the Leased Premises and the Property. Any such encumbrance shall be limited to the Lessee’s interest in the Leased Premises. It is a material breach of this Agreement for Lessee to attempt to encumber any interest in KPB’s title to or interest in the Leased Premises or the Property.

(b) KPB acknowledges that nothing contained herein shall be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Lessee under this Agreement. No Lender shall become liable under the provisions of this Agreement unless and until such time as the Lender assumes ownership of the leasehold estate created hereby and agrees to comply with the terms and conditions of this Agreement or any extensions and modifications thereof.

## 29. MISCELLANEOUS.

(a) **Survival.** If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

(b) **Non-waiver.** Failure of party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party’s rights hereunder, will not waive such rights.

(c) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Alaska.

(d) **Bind and Benefit.** This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(e) **Memorandum.** A short-form Memorandum of Lease may be recorded at KPB or Lessee’s option in the form as depicted in Exhibit 3, attached hereto. KPB will promptly execute any Memorandum of Lease or Memorandum of Amendment to Lease, or corrective amendments thereto, upon written request of Lessee.

(f) **W-9.** As a condition precedent to payment, the KPB agrees to provide the Lessee with a complete IRS Form W-9, or its equivalent, upon execution of this Agreement.

(g) **Counterparts.** This Agreement may be executed in counterpart, each of which when so executed and delivered shall be considered an original and all of which when taken together will constitute one and the same instrument.

(h) **Entire Agreement.** This Agreement and exhibits, appendices or incorporated attachments hereto, constitute the entire agreement and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

**[SIGNATURES BEGIN ON NEXT PAGE]**

**PART III. EXECUTION**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date (date last signed by a party hereto).

**LESSOR:** The Kenai Peninsula Borough

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:** New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

\_\_\_\_\_  
Sean Kelley, Deputy Borough Attorney



**LESSOR ACKNOWLEDGEMENT**

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2020, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

\_\_\_\_\_  
Notary Public for State of Alaska  
My Commission Expires: \_\_\_\_\_

**LESSEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**APPENDIX A**

**LEASE PROVISIONS REQUIRED BY KPB 17.10**

[INSERT KPB 17.10]

**EXHIBIT 1**

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 1

The Property is legally described as follows:

The South one-half of the Southeast one-quarter of the Northwest one-quarter (S1/2 SE1/4 NW1/4) in Section 31, Township 6 North, Range 11 West, Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska.

The Leased Premises are described and/or depicted as follows:

A 40-foot by 40-foot area (1,600 square feet) and 25' wide access road from Fifth Avenue located on the west half of the above described Property, as depicted on Exhibit 2.



**EXHIBIT 3**

Memorandum of Lease

(Attached)

---

(Above 2" Space for Recorder's Use Only)

**Prepared by and Return to:**

Kenai Peninsula Borough  
Attn: Land Management Division  
144 N. Binkley St.  
Soldotna, AK 99669

Grantor: Kenai Peninsula Borough  
Grantee: New Cingular Wireless PCS, LLC  
Legal Description: Attached as Exhibit 1  
Tax Parcel ID #: 04301014  
Cell Site #: AN640  
Cell Site Name: Forest Offload  
State: Alaska  
Borough: Kenai Peninsula Borough  
Recording District: Kenai, Third Judicial

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** ("Memorandum") is entered into by and between **KENAI PENINSULA BOROUGH**, an Alaska Municipal Corporation, having a mailing address of 144 N. Binkley St., Soldotna, AK 99669 (hereinafter called "**Landlord**") and **NEW CINGULAR WIRELESS PCS, LLC**, an Alaska limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Option and Communications Site Lease Agreement ("Agreement") on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the option, with four (4) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant ("Premises") and associated easements are described in Exhibit 1 annexed hereto.
4. Landlord and Tenant now desire to execute this Memorandum to provide constructive knowledge of Tenant's lease of the Premises.
5. This Memorandum and Agreement are governed by the laws of the state of Alaska.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**LESSOR:** The Kenai Peninsula Borough

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSOR ACKNOWLEDGEMENT**

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2020, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

\_\_\_\_\_  
Notary Public for State of Alaska  
My Commission Expires: \_\_\_\_\_

**LESSEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXHIBIT 1 TO MEMORANDUM OF LEASE**  
**DESCRIPTION OF PROPERTY AND PREMISES**

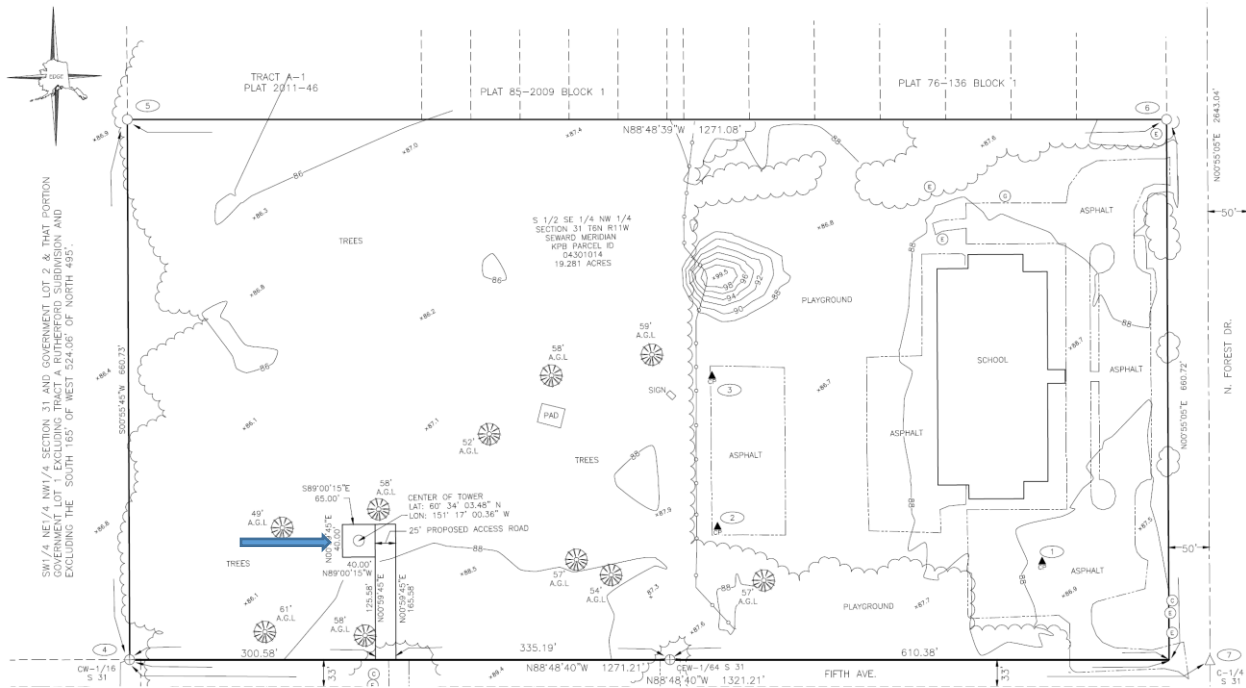
Page 1 of 1

to the Memorandum of Lease dated \_\_\_\_\_, 2020, by and between The Kenai Peninsula Borough, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The South one-half of the Southeast one-quarter of the Northwest one-quarter (S1/2 SE1/4 NW1/4) in Section 31, Township 6 North, Range 11 West, Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska.

The Premises are described and/or depicted as follows:



## APPENDIX A: LEASE PROVISIONS REQUIRED BY KPB 17.10

(1) **Accounts Current.** The Lessee shall not be delinquent in the payment of any tax, debt or obligation owed to the KPB prior to execution of the Agreement.

(2) **Assignment.** Lease may assign the lands upon which he has an agreement only if approved by the mayor or land management officer when applicable. Applications for assignment shall be made in writing on a form provided by the land management division. The assignment shall be approved if it is found that all interests of the borough are fully protected.

(3) **Breach of Agreement.** In the event of a default in the performance or observance of any of the Agreement terms or conditions, and such default continues thirty days after written notice of the default, the borough may cancel Agreement or take any legal action for damages or recovery of the property. No improvements may be removed during the time which the contract is in default.

(4) **Cancellation.** This Agreement may be cancelled at any time upon mutual written agreement of the parties.

(5) **Entry or Re-entry.** In the event the Agreement is terminated, canceled or forfeited, or in the event of abandonment of Leased Premises by Lessee during the Term, the KPB its agents, or representatives, may immediately enter or re-enter and resume possession of the Leased Premise. Entry or re-entry by KPB shall not be deemed an acceptance of surrender of the Agreement.

(6) **Fire Protection.** The Lessee shall take all reasonable precautions to prevent, and take all reasonable actions to suppress destructive and uncontrolled grass, brush, and forest fires on the Property under Agreement, and comply with all laws, regulations and rules promulgated and enforced by the protection agency responsible for forest protection within the area wherein the Property is located.

(7) **Hazardous Waste.** The storage, handling and disposal of hazardous waste in violation of applicable laws shall not be allowed on the Leased Premises. Notwithstanding the foregoing, KPB acknowledges that Lessee may be utilizing and maintaining on the Leased Premises sealed batteries, propane/gasoline, HVAC system, and a FM200 fire suppression system, in addition to *de minimus* quantities of hazardous substances typically used in the maintenance of wireless communications facilities, and that the use and maintenance of such items shall not constitute a violation or breach of this Section.

(8) **Modification.** The Agreement may not be modified orally or in any manner other than by an agreement in writing signed by all parties or their respective successors in interest.

(9) **Notice.** Any notice or demand, which under the terms of the Agreement or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on the contract. However, either party may designate in writing such other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in a U.S. general or branch post office by the addressor.

(10) **Notice of Default.** Notice of the default will be in writing as provided in paragraph 9 above.

(11) **Removal or Reversion of Improvements Upon Cancellation of Purchase Agreement or Lease.**

(a) Improvements on Leased Premises owned by Lessee shall, within thirty calendar days after the termination of the agreement, be removed by him; provided, such removal will not cause injury or damage to the land; and further provided, that the mayor or land management officer when applicable may extend the time for removing such improvements in cases where hardship is proven. The Lessee may, with the consent of the mayor or land management officer when applicable, dispose of its improvements to the Sublessee or Assignee, if applicable.

(b) If any improvements and/or chattels having an appraised value in excess of ten thousand dollars, as determined by a qualified appraiser, are not removed within the time allowed, such improvements and/or chattels shall, upon due notice to the Lessee be sold at public sale under the direction of the mayor and in accordance with the provisions of KPB Chapter 5. The proceeds of the sale shall inure to the former Lessee who placed such improvements and/or chattels on the lands, or his successors in interest, after paying to the borough all moneys due and owing and expenses incurred in making such a sale. In case there are no other bidders at any such sale, the mayor is authorized to bid, in the name of the borough, on such improvements and/or chattels. The bid money shall be taken from the fund to which said lands belong, and the fund shall receive all moneys or other value subsequently derived from the sale of leasing of such improvements and/or chattels. The borough shall acquire all the rights, both legal and equitable, that any other purchaser could acquire by reason of the purchase.

(c) If any improvements and/or chattels having an appraised value of ten thousand dollars or less, as determined by the mayor, are not removed within the time allowed, such improvements and/or chattels shall revert and absolute title shall vest in the borough. Upon request, the Lessee shall convey said improvements and/or chattels by appropriate instrument to the KPB.

(12) **Rental for Improvements or Chattels not Removed.** Any improvements and/or chattels belonging to the Lessee or placed on the Property and remaining upon the premises after the termination of the contract shall entitle the KPB to charge a reasonable rent therefor.

(13) **Re-rent.** In the event that the Agreement should be terminated, canceled, forfeited or abandoned, the KPB may offer said lands for lease or other appropriate disposal pursuant to the provisions of this chapter or other applicable regulations.

(14) **Responsibility for Location.** It shall be the responsibility of the Lessee to properly locate improvements on the Leased Premises.

(15) **Rights of Mortgage or Lienholder.** In the event of cancellation or forfeiture the Agreement for cause, the holder of a properly recorded mortgage, conditional assignment, or collateral assignment will have the option to acquire the lease for the unexpired term thereof, subject to the same terms and conditions as in the Agreement. Any party acquiring the lease agreement must meet the same requirements as the Lessee.

(16) **Sanitation.** The Lessee shall comply with all regulations or ordinances which a proper public authority in its discretion shall promulgate for the promotion of sanitation. The Leased Premises under the Agreement shall be kept in a clean and sanitary condition and every effort shall be made to prevent any pollution of the waters and lands.

**Shore Land Public Access Easement.** As established by AS 38.05, borough lands sold or leased may be subject to a minimum 50 foot public access easement landward from the ordinary high water mark or mean high water mark.

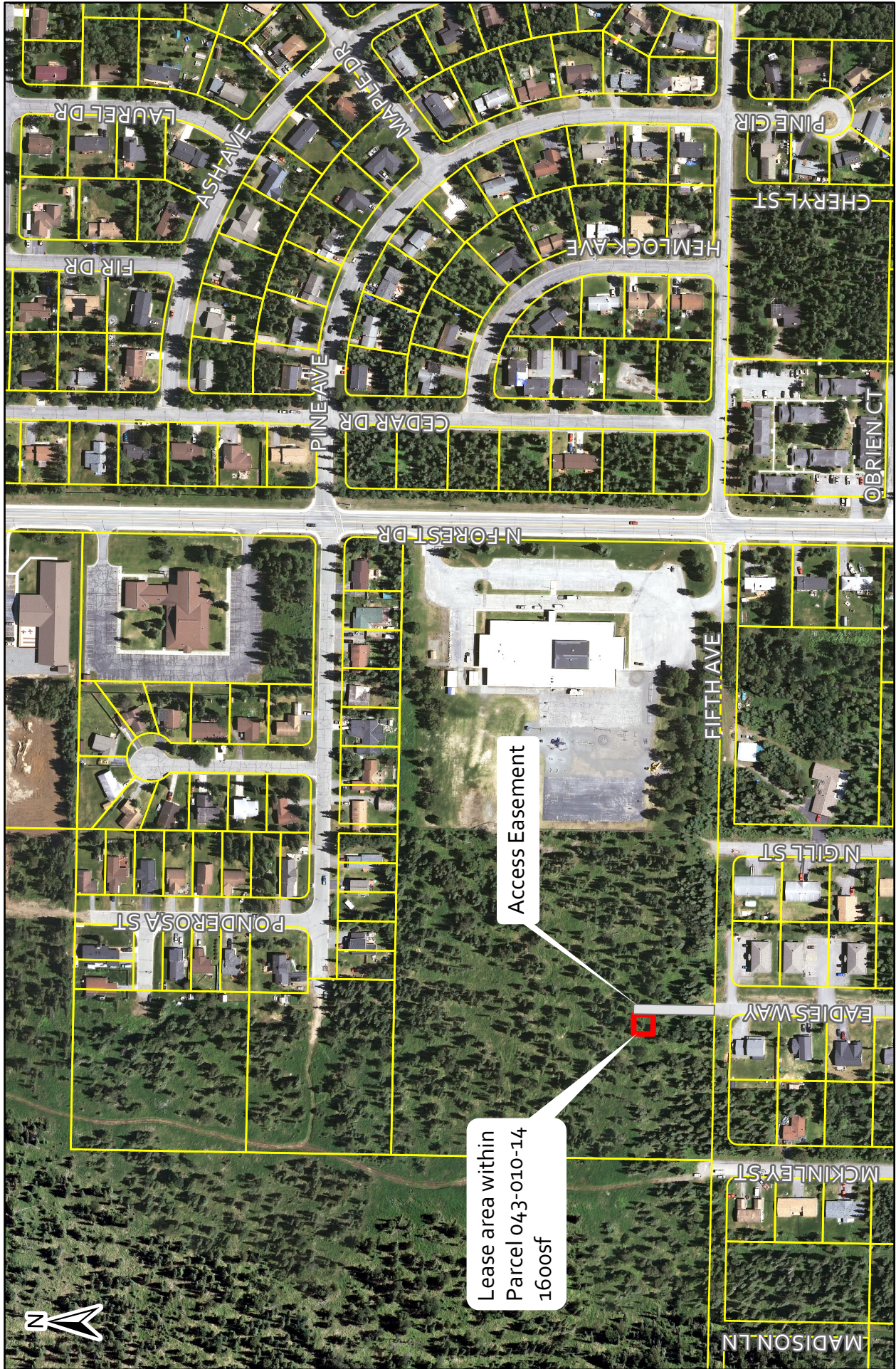
(17) **Subleasing.** No lessee may sublease lands or any part thereof without written permission of the mayor or land management officer when applicable. A sublease shall be in writing and subject to the terms and conditions of the original lease.

(18) **Violation.** Violation of any provision KPB 17.10 or of the terms of the Agreement of may expose the Lessee to appropriate legal action including forfeiture of purchase interest, termination, or cancellation of its interest in accordance with state law.

(19) **Written Waiver.** The receipt of payment by the borough, regardless of knowledge of any breach of the purchase agreement by the purchaser, lessee or permittee, or of any default on the part of the purchaser, lessee or permittee in observance or performance of any of the conditions or covenants of the agreement, shall not be deemed to be a waiver of any provision of the agreement. Failure of the borough to enforce any covenant or provision therein contained shall not discharge or invalidate such covenants or provision or affect the right of the borough to enforce the same in the event of any subsequent breach or default. The receipt by the borough of any payment of any other sum of money after notice of termination or after the termination of the agreement for any reason, shall not reinstate, continue or extend the agreement, nor shall it destroy or in any manner impair the efficacy of any such notice of termination unless the sole reason for the notice was nonpayment of money due and payment fully satisfies the breach.

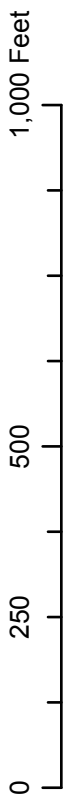


New Cingular Lease Area Location



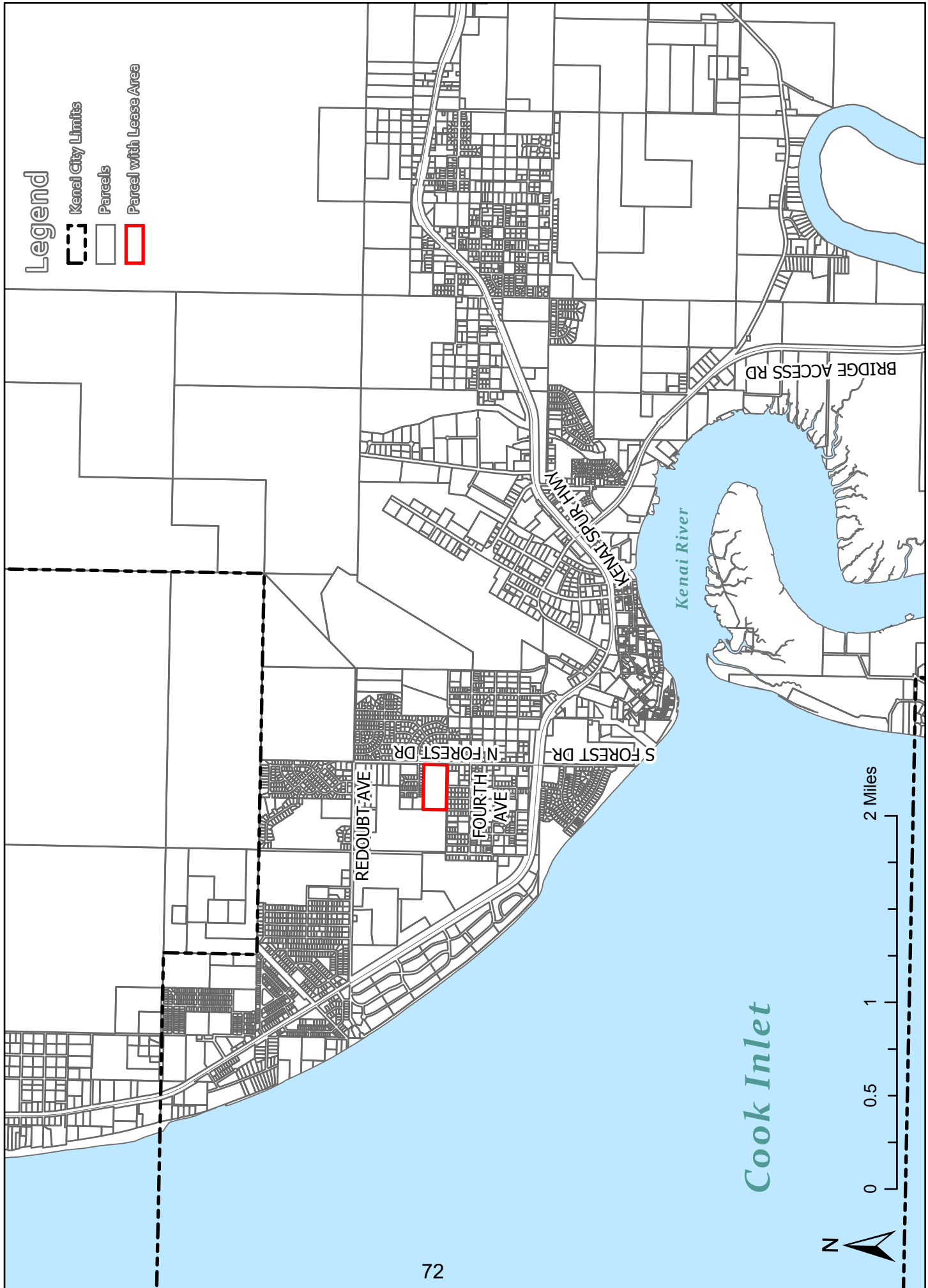
Lease area within  
Parcel 043-010-14  
1600sf

Access Easement





New Cingular Lease Area Overview



Introduced by: Dunne  
Date: 04/21/20  
Hearing: 05/19/20  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-21**

**AN ORDINANCE AMENDING KPB 21.02.050 TO CHANGE THE KACHEMAK  
BAY ADVISORY PLANNING COMMISSION MEMBERSHIP BY REMOVING  
THE CITY OF HOMER EX OFFICIO NON-VOTING MEMBER**

**WHEREAS,** borough advisory planning commissions were established to provide residents with an additional avenue to participate in land use planning activities for their community and make recommendations to the Kenai Peninsula Borough Planning Commission on land use planning and public land management issues which may affect the existing and/or future character of their community; and

**WHEREAS,** the Kachemak Bay Advisory Planning Commission ("KBAPC") was established in early 1996 through the enactment of ordinance 95-38 in recognition of the need for a local advisory planning commission for the residents of the area described as the "North Shore of Kachemak Bay" to advise the Borough Planning Commission; and

**WHEREAS,** currently there are no active members on the KBAPC and efforts are underway to recruit new members and re-activate this commission; and

**WHEREAS,** in ordinance 99-10 the assembly amended the code to provide for a nonvoting ex officio member of the KBAPC from the City of Homer Advisory Planning Commission to help ensure open communication between the borough and Homer on issues affecting both areas; and

**WHEREAS,** no borough Advisory Planning Commissions include cities in their boundaries, and the KBAPC is no exception; and

**WHEREAS,** the KBAPC is the only borough advisory planning commission with a member from a city; and

**WHEREAS,** all other members of all borough advisory commissions are required to be residents of the advisory boundary commission they serve, which means no other borough advisory commissions include any members from a city; and

**WHEREAS,** meetings of the KBAPC are advertised and open to the public, and there is no need to treat this advisory planning commission differently from the other borough advisory planning commissions;

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

**SECTION 1.** That KPB 21.02.050 is amended as follows:

**21.02.050. Nominations for membership.**

- A. [EXCEPT AS PROVIDED IN SUBPARAGRAPH D BELOW, N] 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, T] 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] 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.]

**SECTION 2.** That KPB 21.02.060 is amended to read as follows:

**21.02.060. Qualified nominee.**

- [A. EXCEPT AS PROVIDED BELOW IN SUBPARAGRAPH B, t] To qualify as a nominee, an individual must:
  - A [1]. Physically reside within the boundaries; and
  - B [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.]



**SECTION 3.** That KPB 21.02.080 is amended as follows:

**21.02.080. Term of office.**

- A. Each APC shall consist of not more than seven (7) [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 (3) years, except in the case of a newly created commission when seats A and B are appointed for an initial term of one (1) year; seats C and D are appointed for an initial term of two (2) 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 1<sup>st</sup> and end on September 30<sup>th</sup>. In the case of a new APC the term shall begin upon appointment confirmation.

**SECTION 4.** That this ordinance shall be effective upon its enactment.

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

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Kelly Cooper, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough  
Assembly

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**MEMORANDUM**

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

**FROM:** Willy Dunne, Assembly Member *(β) for Willy Dunne*

**DATE:** April 9, 2020

**RE:** Ordinance 2020-21, Amending KPB 21.02.050 to Change the Kachemak Bay Advisory Planning Commission Membership by Removing the City of Homer Ex Officio Non-Voting Member (Dunne)

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The Kachemak Bay Advisory Planning Commission (KBAPC) is currently inactive and residents have expressed a desire to re-activate it. In reviewing the code sections regarding the KBAPC it came to my attention that this is the only borough advisory commission with a requirement that it include a member from the City of Homer, which is outside its boundaries. The member from Homer serves in an ex-officio non-voting capacity and must be a member of the Homer Advisory Planning Commission.

All other borough advisory planning commissions only include residents of the commission boundaries, and none of them include any part of a city in their boundaries. As these are designed to represent the interests of their communities it does not seem consistent to require this advisory planning commission to include a member from a city planning commission, even though the member is ex-officio and non-voting.

As we re-activate the KBAPC I see no reason to treat it differently than the other borough advisory planning commissions. This ordinance would remove that position from the board and put it on the same footing as the other borough advisory planning commissions.

Your consideration of this ordinance is appreciated.

Introduced by: Mayor  
Date: 05/19/20  
Hearing: 06/02/20  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-26**

**AN ORDINANCE PROVIDING FOR AN EXCEPTION TO THE  
OPERATING AGREEMENT BETWEEN THE KENAI PENINSULA BOROUGH  
AND CENTRAL PENINSULA GENERAL HOSPITAL, INC. TO ALLOW CASH IN  
EXCESS OF 90 DAYS TO BE RETAINED BY CENTRAL PENINSULA GENERAL  
HOSPITAL, INC. AS OF JUNE 30, 2020 DUE TO THE COVID-19 PANDEMIC**

**WHEREAS,** the Borough Mayor issued a Disaster Emergency Declaration on March 16, 2020, due to the current and imminent impacts of the COVID-19 Pandemic in the areas of the borough outside of the cities; and

**WHEREAS,** the Assembly adopted Resolution 2020-026 on March 17, 2020 extending the disaster emergency for 90 days; and

**WHEREAS,** the COVID-19 Pandemic has resulted in seventeen mandates issued by the State of Alaska, some of which have severely restricted hospital operations, adversely impacting finances and cash flow for Central Peninsula General Hospital, Inc. (CPGH, Inc.); and

**WHEREAS,** CPGH, Inc. estimates it will have cash exceeding 90 days' cash on hand as of June 30, 2020 due to the receipt of Medicare payments from the Advance and Accelerated Payment Program administered by the Centers for Medicare and Medicare Services (CMS) in the amount of \$17,958,796; and

**WHEREAS,** the advanced payments received by CPGH, Inc. from CMS on April 20, 2020 are slated for repayment 120 days following disbursement which will begin in mid-August 2020; and

**WHEREAS,** when CMS begins withholding claims payments in August to repay the advanced payment CPGH, Inc. received, it will reduce cash flow to CPGH, Inc. and increase cash out flow; and

**WHEREAS,** the current operating agreement between the borough and CPGH, Inc., requires cash in excess of 90 days operating cash on hand be transferred to the borough for deposit into the Plant Replacement and Expansion Fund; and

**WHEREAS,** given the current COVID-19 situation the administration proposes that CPGH, Inc. be allowed to retain the cash in excess of 90 days operating cash on hand on

June 30, 2020 in order to sustain repayment to CMS and maintain cash for daily operations and that the Mayor may approve similar requests after thorough review while the Covid-19 Pandemic remains in effect;

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

**SECTION 1.** That CPGH, Inc. is authorized to retain 135 days’ operating cash on hand on June 30, 2020 to fund the required repayment of advanced Medicare payments to CMS until CPGH, Inc. has repaid those funds to CMS.

**SECTION 2.** The Mayor may approve similar requests to allow CPGH, Inc. to retain cash in excess of 90 days operating cash, after thorough review while the Covid-19 Pandemic remains in effect.

**SECTION 3.** That this ordinance takes effect immediately upon enactment.

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

\_\_\_\_\_  
Kelly Cooper, Assembly President

ATTEST:

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

Yes:

No:

Absent:

# Kenai Peninsula Borough Finance Department

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## MEMORANDUM

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

**THRU:** Charlie Pierce, Borough Mayor

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

**DATE:** May 7, 2020 *CH*

**RE:** Ordinance 2020 - 26, Providing for an Exception to the Operating Agreement Between the Kenai Peninsula Borough and Central Peninsula General Hospital, Inc. to Allow Cash in Excess of 90 Days to be Retained by Central Peninsula General Hospital, Inc. as of June 30, 2020 Due to the Covid-19 Pandemic (Mayor)

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The Operating Agreement between Central Peninsula General Hospital, Inc. (CPGH) and the borough requires CPGH to transfer to the borough operating cash on hand in excess of 90 days for deposit into the CPGH Plant Replacement and Expansion Fund.

In response to the COVID-19 Pandemic Governor Michael Dunleavy issued mandates to help stop the spread of COVID-19. Some of these have restricted personal travel and hospital operations, adversely impacting finances and cash flow of CPGH. These negative impacts are expected to continue for the next several months as the COVID-19 Pandemic continues.

CPGH received Medicare payments from the Advance and Accelerated Payment Program administered by the Centers for Medicare and Medicare Services (CMS) in the amount of \$17,958,796 on April 20, 2020. To ensure CPGH makes the required repayments of those funds CMS will withhold claims payments to repay those advanced funds beginning in mid-August 2020. This will reduce cash flow to CPGH and increase its cash outflow. To help prevent operating cash shortages, this ordinance would allow CPGH to retain 135 days' operating cash on hand at June 30, 2020 to fund the required repayment of advanced Medicare payments to CMS until CPGH has repaid all such funds to CMS. Additionally, it would authorize the Mayor to approve similar requests after thorough review while the Covid-19 pandemic remains in effect.

Your support would be appreciated.

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**RESOLUTION 2020-14**

**A RESOLUTION REQUESTING AN EXCEPTION TO THE OPERATING AGREEMENT  
BETWEEN THE KENAI PENINSULA BOROUGH AND CENTRAL PENINSULA HOSPITAL,  
INC. TO ALLOW CASH IN EXCESS OF 90 DAYS TO BE RETAINED BY CENTRAL PENINSULA  
HOSPITAL, INC. AS OF JUNE 30, 2020**

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1. **WHEREAS**, the current operating agreement requires cash in excess of 90 days operating cash on hand be transferred to the Borough for deposit into the Central Peninsula Hospital Plant Replacement and Expansion Fund; and,
2. **WHEREAS**, the COVID-19 Pandemic has resulted in several State of Alaska Mandates that have restricted hospital operations; thus, adversely impacting finances and cash flow of Central Peninsula Hospital; and
3. **WHEREAS**, Central Peninsula Hospital is anticipating continued negative impacts to the financials and cash flow over the next several months, as the COVID-10 Pandemic ensues; and,
4. **WHEREAS**, Central Peninsula Hospital would like to request an exception to the current Operating Agreement between the Kenai Peninsula Borough that would allow the hospital to maintain any cash in excess of 90 Days cash on hand as of June 30, 2020; and,

**THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF CENTRAL PENINSULA  
GENERAL HOSPITAL, INC., A NOT-FOR-PROFIT ALASKA CORPORATION, THAT:**


**SECTION 1.** The Executive Committee of the CPGH, Inc., Board of Directors authorizes this resolution requesting an exception to the Operating Agreement with the Kenai Peninsula Borough allowing the hospital to request that cash in excess of 90 days be retained by Central Peninsula Hospital as of June 30, 2020.

**SECTION 2.** Approval by the Kenai Peninsula Borough Assembly will be requested.

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

I certify that the above resolution was approved by vote of the Executive Committee of the Board of Directors of Central Peninsula General Hospital, Inc. at the April 30, 2020 meeting.

Date: April 30, 2020


  
\_\_\_\_\_  
Irv Caflisle, Secretary/Treasurer  
CPGH, Inc. Board of Directors

Kenai Peninsula Borough  
Office of the Borough Mayor

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**MAYOR'S REPORT TO THE ASSEMBLY**

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

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

**DATE:** May 19, 2020

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Assembly Request / Response

None

Agreements and Contracts

- a. ProQA Licenses 5 Year Rate Lock Sole Source Waiver with Priority Dispatch

Other

- a. Capital Project Reports – March 31, 2020
- b. Litigation Status Report – Quarter Ending 03/31/2020
- c. FY20-3Q Senior Center Grant Reports
- d. FY20-3Q Economic Development Grant Reports

# Kenai Peninsula Borough

## 911 / Dispatch Department

### MEMORANDUM

**TO:** Charlie Pierce, Borough Mayor

**THRU:** John Hedges, Purchasing & Contracting Director *JH*

**FROM:** Lisa Kosto, 911 Senior Manager *LK*

**DATE:** April 24, 2020

**RE:** ProQA Licenses 5 Year Rate Lock Sole Source Waiver

911 dispatchers currently use ProQA software to process emergency medical and fire calls. ProQA is used along with Computer Aided Dispatching Software to determine an appropriate response for EMS and fire and provide life-saving pre-arrival instructions.

911 Communications is requesting to sign a five year contract with Priority Dispatch that allows us to lock in a rate of \$1,236 for yearly support of each medical and fire license. The five year lock rate will produce of savings of \$5,248 over five years since these licenses normally see a 3% increase in cost annually. The first year cost of \$14,832 does not reflect the purchase of two new licenses for an additional work station. The following four years are locked in at \$17,304 annually and include the two additional licenses.

Priority Dispatch ProQA software is used by 911 communications centers worldwide and has been utilized by our center for many years. There are no future plans to change vendors as this would be require new software, licenses, dispatch training and authorization by the medical director.

Approved: *CP*  
Charlie Pierce, Mayor

4/27/2020  
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>264.11255.43019</u>
Amount	<u>\$17,304 per year</u>
By: <i>PP</i> <i>BH</i>	Date: <u>4/27/2020</u>

Starts 8/28/20. Contingent upon Assembly approval of FY21-26 budgets.



Kenai Peninsula Borough  
Finance Department

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**MEMORANDUM**

**TO:** Kelly Cooper, Assembly President  
Members of the Kenai Peninsula Borough Assembly

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

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

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

**DATE:** May 1, 2020

**RE:** Capital Project Reports – March 31, 2020

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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 March 31, 2020

	Project	Year Appropriated	Site Number	Project Description	Authorized Amount	FY20 Budget	Expend FY20	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
	14000	2014	78050	A/W Auditorium Lighting Upgrades	75,000	15,938	690	59,751	15,249
Sch	14SEC	2014	78050	A/W Security/Safety Improvements	1,370,000	955	955	1,370,000	0
	16782	2016	78050	A/W ADA Upgrades	150,000	226	226	150,000	-
	16855	2016	78050	A/W Locker Replacement	125,000	99,390	4,800	30,410	94,590
	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
	17780	2017	78050	A/W Playground Upgrades	75,000	16,716	-	58,284	16,716
	17782	2017	78050	A/W ADA Upgrades	75,000	22,576	19,320	71,744	3,256
	17802	2017	78050	A/W Asphalt/Sidewalk Repair	75,000	734	-	74,266	734
	17860	2017	78050	A/W Generator/Hardware	100,000	5,546	-	94,454	5,546
	18728	2018	78050	A/W Doors/Entries	100,000	11,982	11,255	99,273	727
	18759	2018	78050	A/W Water Quality Improvements	125,000	80,743	37,486	81,743	43,257
	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	18,347	12,603	69,256	5,744
	18860	2018	78050	A/W Generator/Hardware	75,000	17,574	430	57,856	17,144
	19714	2019	78050	A/W Window/Siding Replacement	150,000	150,000	-	-	150,000
	19758	2019	78050	A/W Electrical/Lighting	150,000	22,216	14,883	142,667	7,333
	19782	2019	78050	A/W ADA Upgrades	75,000	56,900	25,459	43,559	31,441
	19801	2019	78050	A/W HVAC/DDC Upgrades	75,000	65,772	58,493	67,721	7,279
	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	70,832	70,832	4,168
	19856	2019	78050	A/W Security/Safety	300,000	158,241	80,937	222,696	77,304
	19860	2019	78050	A/W Generator/Hardware	50,000	50,000	-	-	50,000
	19801	2019	72010	Harmer High Boiler Replacement	425,000	411,299	10,251	23,952	401,048
	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	299,568	299,568	432
	20728	2020	78050	A/W Doors/Entries	100,000	100,000	9,866	9,866	90,134
	20755	2020	78050	A/W Flooring Upgrades	125,000	125,000	13,204	13,204	111,796
	20756	2020	78050	A/W Asbestos Removal/Repair	75,000	75,000	-	-	75,000
	20758	2020	78050	A/W Electrical/Lighting	125,000	125,000	45,726	45,726	79,274
	20759	2020	78050	A/W Water Quality Improvements	100,000	100,000	-	-	100,000
	20780	2020	78050	A/W Playground Upgrades	75,000	75,000	-	-	75,000
	20782	2020	78050	A/W ADA Upgrades	75,000	75,000	-	-	75,000
	20801	2020	78050	A/W HVAC/DDC/Boiler Upgrades	1,225,000	1,225,000	57,513	57,513	1,167,487
	20803	2020	78050	A/W Elevator Upgrades	50,000	50,000	-	-	50,000
	20851	2020	78010	A/W Portables/Outbuildings	75,000	75,000	44,141	44,141	30,859
	20855	2020	78050	A/W Locker Replacement	75,000	75,000	-	-	75,000
	20856	2020	78050	A/W Security/Safety	100,000	100,000	-	-	100,000
	20860	2020	78050	A/W Generator/Hardware	50,000	50,000	1,585	1,585	48,415
	20PRP	2020	73030/20	Kenoi Intensive Needs Remodel	410,000	410,000	264,838	264,838	145,162

Project Totals

\$ 17,650,000   \$ 14,757,779   \$ 1,085,059   \$ 3,977,280   \$ 13,672,720

Beginning Fund Balance 7/1/19

\$ 1,934,965

Funds Provided:

	FY20 Transfer from General Fund	\$ 2,660,000	
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	955	
KESLO	AK Dept of Education & Early Development	10,010,000	
	Miscellaneous Revenue	1,885	
	Total Funds Provided		12,825,514

Funds applied - current year expenditures

(1,085,059)

Funds obligated to existing projects

(13,672,720)

Projects completed, cancelled or other funding source identified

-

Funds available for appropriation and for future capital expansion plans

\$ 2,701

# Bond Projects - Fund 401

Balances through March 31, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance
11SCH	2011	KPBSD Roof Replacements	\$ 16,894,646	\$ 25,523	\$ -	\$ 16,869,123	\$ 25,523
20SCH	2020	FY20 School Roof Replacements	2,377,363	2,377,363	3,151	3,151	2,374,212
Project Totals			<u>\$ 19,272,009</u>	<u>\$ 2,402,886</u>	<u>\$ 3,151</u>	<u>\$ 16,872,274</u>	<u>\$ 2,399,735</u>
Beginning Fund Balance 7/1/19							\$ 2,664,020
Funds Provided:							
FY20 School Bond (FY14 issued) Interest						<u>\$ 32,894</u>	32,894
Total Funds Provided							
Funds applied - current year expenditures							(3,151)
Funds obligated to existing projects							(2,399,735)
Projects completed or cancelled							<u>-</u>
Funds available for appropriation and for future capital expansion plans							<u>\$ 294,028</u>

# General Government Projects - Fund 407

Balances through March 31, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	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	100,000	-
18ITR	2018	IT Dept Remodel	100,000	7,484	7,478	99,995	5
19407	2019	Cord Entry Security System	150,000	99,158	66,678	117,520	32,480

Project Totals \$ 549,000 \$ 357,201 \$ 174,156 \$ 365,955 \$ 183,045

Beginning Fund Balance 7/1/19 \$ 660,706

Funds Provided:

FY20 Transfer from General Fund \$ 250,000  
 Total Funds Provided 250,000

Funds applied - current year expenditures (174,156)

Funds obligated to existing projects (183,045)

Projects completed or cancelled -

Funds available for appropriation and for future capital expansion plans \$ 553,506

# Solid Waste Projects - Fund 411

Balances through March 31, 2020

	Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance
Bond	17SWB	2017	SW CPL Equip/Plan/Design/Construction	\$ 5,999,365	\$ 1,092,524	\$ 570,081	\$ 5,476,923	\$ 522,442
	18CDE	2018	FY18 C&D Cell Expansion	350,000	173,659	84,897	261,238	88,762
	18GAS	2018	Landfill Gas to Energy Project	100,000	29,400	-	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	2,247,948	38,370	112,422	2,209,578
	20FUN	2020	Funny River Transfer Site Expansion	670,525	670,525	32,024	32,024	638,501
Project Totals				<u>\$ 9,491,890</u>	<u>\$ 4,264,056</u>	<u>\$ 725,371</u>	<u>\$ 5,953,206</u>	<u>\$ 3,538,684</u>

	Capt Proj Fund	Closure/Post	17SWB Bond	Total
Beginning Fund Balance 7/1/19	\$ 1,056,090	\$ 8,729,484	\$ 1,192,121	\$ 10,977,695
Funds Provided:				
FY20 Transfer from Operating Fund	250,000			
FY20 Interest Earnings	104,140			
FY20 Transfer for Closure/Post		1,083,280		
FY20 Interest Earnings on 17SWB Bond Proceeds			10,962	1,448,382
Funds applied - current year expenditures	(116,920)	(79,779)	(570,081)	(766,781)
Funds obligated to existing projects	(806,664)	(2,209,578)	(522,442)	(3,538,684)
Projects completed or cancelled	-	-	-	-
Funds available for apprap. and future capital expansion plans	<u>\$ 486,646</u>			486,646
Closure/post closure liability		<u>\$ 7,523,407</u>		\$7,523,407
Funds restricted for SWD bond			<u>\$ 110,559</u>	\$110,559
Ending fund balance				<u>\$ 8,120,612</u>

# Road Service Area Projects - Fund 434

Balances through March 31, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance
2014 DCCED for Borough Wide Road Grant (\$100,000)							
14JAC	2014	Jacobs Ladder Repair	\$ 100,000	\$ 94,347	\$ 61,734	\$ 67,387	\$ 32,613
2016-17 North Road Extension							
16NRD	2016	North Road Extension	7,123,591	3,678,424	747,948	4,193,115	2,930,476
2015 DCCED Borough Wide Road Grant (\$4,000,000)							
15089	2015	Borough Wide Road Grant	-	-	-	-	-
S8WYO	2017	Wyoh Way	1,123,638	60,350	6,565	1,069,853	53,785
N5HEI	2018	Heights Ln/Hillside Dr	362,326	85,311	43,698	320,713	41,613
W4MYR	2018	Myra/David/Peggy/Sharon	351,862	36,458	34,099	349,503	2,359
S5BDR	2019	Flintlack Ln/Bidarki Dr/Bridger Rd	30,550	1,895	1,895	30,550	-
S7GLE	2019	Glenn Rd/Kipling Cir	72,067	42,439	42,439	72,067	-
20GRV	2020	FY20 Borough Gravel Projects	12,724	12,724	9,180	9,180	3,544
Projects Completed in Prior Years: 2015-2019			2,046,833	-	-	2,046,833	-
			4,000,000				
2019 Road CIP Projects (\$2,428,000)							
19CIP	2019	Borough Wide FY19 Local Funds	542,806	542,806	-	-	542,806
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
S5BDR	2019	Flintlack Ln/Bidarki Dr/Bridger Rd	383,450	383,267	4,199	4,382	379,068
S7GLE	2019	Glenn Rd/Kipling Cir	482,933	482,750	440,243	440,426	42,507
S7HLR	2019	Hulter Road	606,486	606,486	-	-	606,486
W4TIM	2019	Tim Ave/Muir St/Creek View Rd	302,940	302,940	202,378	202,378	100,561
W6TER	2019	Tern Cir/Jacnjil Cir/Jitney Cir	79,385	79,385	-	-	79,385
			2,428,000				
2020 Road CIP Projects (\$2,519,000)							
20CIP	2020	Borough Wide FY20 Local Funds	-	-	-	-	-
20GRV	2020	FY20 Borough Gravel Projects	200,000	200,000	-	-	200,000
20WRT	2020	Warranty Funds	20,000	20,000	-	-	20,000
S7WAL	2020	Walters St/Wilderness Ln	1,006,500	1,006,500	-	-	1,006,500
S8BSG	2020	Basargin Rd	1,155,000	1,155,000	-	-	1,155,000
W6ROC	2020	Roosevelt Cir	137,500	137,500	-	-	137,500
			2,519,000				
20431	2020	Inspector Vehicle	39,175	39,175	31,441	31,441	7,734
Project Totals			\$ 16,209,766	\$ 8,997,757	\$ 1,625,820	\$ 8,837,829	\$ 7,371,937
Beginning Fund Balance 7/1/19							\$ 7,876,198
Funds Provided:							
FY20 Transfer from Operating Fund						\$ 2,000,000	
14JAC	DCCED Boro Wide Improvement					94,347	
15089	DCCED Boro Wide Improvement					239,177	
16NRD	US Dept. of Transportation					3,678,424	
FY20 16NRD Interest Earnings						480	
FY20 Interest Earnings						94,264	
Total Funds Provided							6,106,692
Funds applied - current year expenditures							(1,625,820)
Funds obligated to existing projects							(7,371,937)
Projects completed or cancelled by Service Area Board Action							-
Funds available for appropriation and for future capital expansion plans							\$ 4,985,132

# Nikiski Fire Projects - Fund 441

Balances through March 31, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance
15416	2015	Vehicle Computer Aided Dispatch	\$ 250,000	\$ 201,802	\$ 28,766	\$ 76,965	\$ 173,035 *
16412	2016	Roadway Emergency Signs	75,000	6,588	1,020	69,432	5,568
18411	2018	ST 1 Repairs/Maintenance	150,000	98,396	6,064	57,668	92,332
18412	2018	ST 1 Exhaust Removal System	100,000	97,910	-	2,090	97,910
19411	2019	NFSA Fire ST 3 New Construction	4,719,000	4,615,500	114,156	217,655	4,501,345
19412	2019	Parking Lot Repairs ST 1 & 2	100,000	74,957	67,207	92,250	7,750
19413	2019	Fire Station Alerting Systems	100,000	61,836	59,126	97,291	2,709
19GEN	2019	Emergency Generator/Parts	92,000	91,680	81,678	81,998	10,002
20411	2020	CPR Devices/Defibrillators	125,000	125,000	71,694	71,694	53,306 *
20412	2020	Emergency Response Vehicle	75,000	75,000	67,157	67,157	7,843
20413	2020	Enclased Conex Corpart	150,000	150,000	857	857	149,143
SCBA2	2020	NFSA SCBA Equipment	32,954	32,954	19,642	19,642	13,312
Project Totals			<u>\$ 5,968,954</u>	<u>\$ 5,631,623</u>	<u>\$ 517,367</u>	<u>\$ 854,698</u>	<u>\$ 5,114,257</u>

Beginning Fund Balance 7/1/19	\$ 4,398,151
Funds Provided:	
FY20 Transfer from Operating Fund	\$ 1,400,000
FY20 Interest Earnings	53,739
Total Funds Provided	<u>1,453,739</u>
Funds applied - current year expenditures	(517,367)
Funds obligated to existing projects	(5,114,257)
Projects completed or cancelled by Service Area Board Action	<u>226,341 *</u>
Funds available for appropriation and for future capital expansion plans	<u>\$ 446,608</u>

# Bear Creek Fire Service Area Projects - Fund 442

Balances through March 31, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance
13566	2013	Multi-Use Facility Construction	\$ 5,488,263	\$ 278	\$ -	\$ 5,487,984	\$ 278
14421	2014	Dispatch/Communication Equip	25,000	2,547	-	22,453	2,547
19421	2019	Turnout Gear	21,267	284	-	20,983	284
19422	2019	SCBA Bottle Replacement	20,786	20,786	-	-	20,786
20421	2020	Turnout Gear	10,820	10,820	-	-	10,820
<b>Project Totals</b>			<b>\$ 5,566,136</b>	<b>\$ 34,715</b>	<b>\$ -</b>	<b>\$ 5,531,421</b>	<b>\$ 34,715</b>
Beginning Fund Balance 7/1/19							\$ 370,362
Funds Provided:							
FY20 Transfer from Operating Fund						\$ 100,000	
FY20 Interest Earnings						4,824	
Total Funds Provided							104,824
Funds applied - current year expenditures							-
Funds obligated to existing projects							(34,715)
Projects completed or cancelled by Service Area Board Action							-
Funds available for appropriation and for future capital expansion plans							<u>\$ 440,471</u>



# Central Emergency Services Projects - Fund 443

Balances through March 31, 2020

	Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance
	12469	2012	Training Facility Relocation	\$ 350,000	\$ 68,671	\$ 5,061	\$ 286,390	\$ 63,610
Band	16CES	2016	Emergency Response Vehicles	2,785,629	25,733	(9,508)	2,750,388	35,241
	17463	2017	CES Lighting Improvements	110,000	23,796	-	86,204	23,796
	18461	2018	Fire Station Alerting System	400,000	229,965	170,264	340,298	59,702
	19461	2019	SCBA Compressor	450,000	450,000	173,893	173,893	276,107
	19462	2019	Rescue Boat	125,000	125,000	123,596	123,596	1,404
	19463	2019	Enclosed Cargo Trailer	35,000	35,000	28,871	28,871	6,129
	19465	2019	Mobile Data Terminals	35,000	33,231	6,563	8,332	26,668
	19469	2019	Training Site Phase 2 Expansion	150,000	150,000	-	-	150,000
Grant	19TKR	2019	CES Pumper/Tanker	656,500	656,500	630,271	630,271	26,229
	20461	2020	CES Station 1 Land Acquisition	900,000	900,000	-	-	900,000
	20462	2020	CES Ambulance	257,931	257,931	37,705	37,705	220,226
Band	20CES	2020	Emergency Response Vehicles	1,611,196	1,611,196	1,358,751	1,358,751	252,444
	20FTK	2020	FY20 CES Fire Truck	750,000	750,000	746,112	746,112	3,888
<b>Project Totals</b>				<b>\$ 8,616,256</b>	<b>\$ 5,317,022</b>	<b>\$ 3,271,578</b>	<b>\$ 6,570,812</b>	<b>\$ 2,045,444</b>

	Capt Proj Fund	16CES Bond	20CES Bond	Total
Beginning Fund Balance 7/1/19	\$ 1,833,895	\$ 35,122	\$ -	\$ 1,869,016
Funds Provided:				
FY20 Transfer from Operating Fund	1,250,000			
FY20 Interest Earnings	22,761			
State of AK Dept CCED - 19TKR	487,500			
Insurance Proceeds - 20FTK	349,627			
FY20 Interest Earnings on 16CES Bond Proceeds		5,835		
16CES Bond Proceeds		(9,508)		
20CES Bond Proceeds			1,611,196	3,717,410
Funds applied - current year expenditures	(1,922,334.87)	9,508	(1,358,751)	(3,271,578)
Funds obligated to existing projects	(1,757,759)	(35,241)	(252,444)	(2,045,444)
Projects completed or cancelled by Service Area Board Action	-	-	-	-
Funds avail. for approp. and for future capital expansion plans	\$ 263,689			263,689
Funds restricted for 16CES bond		\$ 5,715		5,715
Funds restricted for 20CES bond			\$ -	-
Ending fund balance				\$ 269,404

# Anchor Point Fire Service Area Projects - Fund 444

Balances through March 31, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance
11TNK	2011	Water Storage Tank Installation	\$ 50,000	\$ 16,438	\$ -	\$ 33,562	\$ 16,438
18441	2018	Emergency Water Fill Site FY18	100,000	9,665	-	90,335	9,665
19441	2019	Emergency Water Fill Site FY19	100,000	75,797	6,802	31,005	68,995
19443	2019	ST 1 Boiler Replacement	95,203	93,239	85,148	87,112	8,091
20441	2020	Command Vehicle	60,000	60,000	-	-	60,000
<b>Project Totals</b>			<b>\$ 405,203</b>	<b>\$ 255,139</b>	<b>\$ 91,950</b>	<b>\$ 242,014</b>	<b>\$ 163,189</b>

Beginning Fund Balance 7/1/19	\$ 178,719
Funds Provided:	
FY20 Transfer from Operating Fund	\$ 200,000
FY20 Interest Earnings	2,883
Total Funds Provided	<u>202,883</u>
Funds applied - current year expenditures	(91,950)
Funds obligated to existing projects	(163,189)
Projects completed or cancelled by Service Area Board Action	<u>-</u>
Funds available for appropriation and for future capital expansion plans	<u>\$ 126,463</u>

# Kachemak Service Area Projects - Fund 446

Balances through March 31, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance
17482	2017	ST 2 Water Tank/Generator	\$ 25,000	\$ 6,962	\$ -	\$ 18,038	\$ 6,962
19PMP	2019	KESA Pumper/Tanker	501,000	501,000	500,756	500,756	244
20481	2020	ATV Rescue/Brush Unit	20,000	20,000	19,944	19,944	56
Project Totals			<u>\$ 546,000</u>	<u>\$ 527,962</u>	<u>\$ 520,701</u>	<u>\$ 538,739</u>	<u>\$ 7,261</u>

Beginning Fund Balance 7/1/19		\$ 540,889
Funds Provided:		
FY20 Transfer from Operating Fund	\$ 100,000	
FY20 Interest Earnings	<u>4,691</u>	
Total Funds Provided		104,691
Funds applied - current year expenditures		(520,701)
Funds obligated to existing projects		(7,261)
Projects completed or cancelled by Service Area Board Action		<u>-</u>
Funds available for appropriation and for future capital expansion plans		<u>\$ 117,619</u>

# Communication Center 911 Projects - Fund 455

Balances through March 31, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance
17CCR	2017	SPSCC Renovation Project	\$ 316,000	\$ 112,276	\$ 101,387	\$ 305,111	\$ 10,889
		Transfer to General Fund	175,000	175,000	175,000	175,000	-
<b>Totals</b>			<b>\$ 491,000</b>	<b>\$ 287,276</b>	<b>\$ 276,387</b>	<b>\$ 480,111</b>	<b>\$ 10,889</b>

Beginning Fund Balance 7/1/19	\$ 287,276
Funds applied - current year expenditures	(276,387)
Funds obligated to existing projects	(10,889)
Projects completed or cancelled	-
Funds available for appropriation and for future capital expansion plans	<u>\$ -</u>

# North Peninsula Recreation Projects - Fund 459

Balances through March 31, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance
18451	2018	Fire Alarm System Replacement	\$ 165,000	\$ 73,808	\$ -	\$ 91,192	\$ 73,808
19451	2019	Community Center Remodel	355,000	354,255	7,208	7,953	347,047
19SEP	2019	Pool Septic System Repairs	90,000	18,561	-	71,439	18,561
20451	2020	Gymnasium Lighting	62,000	62,000	4,679	4,679	57,321
20452	2020	Fitness Equipment	75,000	75,000	-	-	75,000
20453	2020	Furniture/Furnishings	60,000	60,000	-	-	60,000
20454	2020	Tractor/Mower	35,000	35,000	24,175	24,175	10,825
20455	2020	Pool Boiler/HVAC Replacements	725,000	725,000	30,491	30,491	694,509
Project Totals			<u>\$ 1,567,000</u>	<u>\$ 1,403,624</u>	<u>\$ 66,553</u>	<u>\$ 229,929</u>	<u>\$ 1,337,071</u>

Beginning Fund Balance 7/1/19	\$ 745,393
Funds Provided:	
FY20 Transfer from Operating Fund	\$ 850,000
FY20 Interest Earnings	12,082
Total Funds Provided	<u>862,082</u>
Funds applied - current year expenditures	(66,553)
Funds obligated to existing projects	(1,337,071)
Projects completed or cancelled by Service Area Board Action	<u>-</u>
Funds available for appropriation and for future capital expansion plans	<u>\$ 203,851</u>

# Central Peninsula Hospital Projects - Fund 490

Balances through March 31, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance
Provided by Bond Proceeds							
14CPH	2014	CPH Specialty Clinic Bid	\$ 41,249,563	\$ 143,067	\$ -	\$ 41,106,496	\$ 143,067
18CPH	2018	CPH OB/Cath Lab	29,140,645	6,691,924	6,076,803	28,525,524	615,121
Funds Provided by Hospital Plant Replacement Fund							
15IMG	2015	CPH Imaging Dept Project	8,153,785	75,622	-	8,078,163	75,622
17OBL	2017	CPH OB/Cardiac Cath Lab	10,000,000	4,755,966	160,361	5,404,395	4,595,605
19DAV	2019	Surgical Robotic System	2,261,250	92,616	-	2,168,634	92,616
19ELV	2019	Elevator Repair	126,505	17,871	-	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			21,785,848	6,186,382	160,361	15,759,827	6,026,021
Project Totals			\$ 92,176,056	\$ 13,021,374	\$ 6,237,164	\$ 85,391,847	\$ 6,784,209

	Capt Proj Fund	KHCTR	CPH Bonds	Total
Beginning Fund Balance 7/1/19	\$ 724,748	\$ 707,474	\$ 7,591,872	\$ 9,024,094
Funds Provided:				
15IMG CPH Local Contribution - CPH Imaging Center	75,622			
17OBL CPH OB / Card Cath Lab	4,755,966			
19DAV CPH Local Contribution - Surgical Robotics	92,616			
19ELV CPH Local Contribution - Elevator Repair	17,871			
19EQU CPH Local Contribution - OB/Cath Lab Equip	1,244,308			
FY20 Interest Earnings	26,221			
State Contributions KHCTR		22,246		
Local Contributions KHCTR		13,634		
FY20 Interest Earnings KHCTR		5,859		
FY20 Interest Earnings on CPH Bond Proceeds			66,685	6,321,027
Funds applied - current year expenditures	(160,361)	-	(6,076,803)	(6,237,164)
Funds obligated to existing projects	(6,026,021)	-	(758,188)	(6,784,209)
Projects completed or cancelled	-	-	-	-
Funds available for approp. and future capital projects	\$ 750,969			750,969
Funds restricted For Kenai Health Center Maintenance		\$ 749,213		749,213
Funds restricted for CPH bands			\$ 823,565	823,565
Ending fund balance				\$ 2,323,747

# South Peninsula Hospital Projects - Fund 491

Balances through March 31, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance	
Funds Provided by Local Funds								
	17SHB	2017	Operating Room Heat/Humidity	\$ 300,000	\$ 69,607	\$ -	\$ 230,393	\$ 69,607
	17SHV	2017	GYN Equipment	30,000	30,000	-	-	30,000
Bond	17SPH	2017	HVAC System	1,778,996	2,126	-	1,776,871	2,126
Bond	17SPM	2017	Hamer Medical Center	3,018,898	63,238	13,979	2,969,639	49,259
	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	27,684	27,684	55,317
	19SHB	2019	Nurse Call System Upgrade FY19	251,095	235,542	232,817	248,370	2,725
	19SHE	2019	Access Control/Security Cameras	95,000	66,290	31,314	60,024	34,976
	19SHZ	2019	Ultrasound Machines	375,000	306,980	306,980	375,000	-
	20SHB	2020	Shelled Space Remodel	1,412,500	1,412,500	-	-	1,412,500 *
	20SHC	2020	CT Scanner	931,314	931,314	42,637	42,637	888,677
	20SHD	2020	HIS Server Replacement	114,894	114,894	113,053	113,053	1,841
	20SHE	2020	Steris 1E	111,737	111,737	50,070	50,070	61,667
	20SHF	2020	Fire Alarm Upgrade	105,000	105,000	48,375	48,375	56,625
	20SHG	2020	Micro Analyzer	86,670	86,670	70,000	70,000	16,670
	20SHH	2020	Re-Key Hospital Doors	48,225	48,225	-	-	48,225
	20SHJ	2020	Stryker Drill Platform	42,376	42,376	42,376	42,376	-
	20SHK	2020	Von	36,500	36,500	31,434	31,434	5,066
	20SHL	2020	Virtual Server Replacement	25,200	25,200	24,616	24,616	584
	20SHM	2020	Blast Chiller for Nutrition Services	20,000	20,000	20,000	20,000	-
	20SHN	2020	Glidescope	19,433	19,433	15,095	15,095	4,338
	20SHP	2020	Bladderscan	15,375	15,375	10,320	10,320	5,055
	20SHQ	2020	Advanta2 Bed System	15,278	15,278	-	-	15,278
	20SHR	2020	EFI Total Gym Power Tower	5,977	5,977	-	-	5,977 *
	20SHS	2020	Bookbank Centrifuge	7,320	7,320	7,320	7,320	-
	20SHU	2020	Blood Plasma Thawer	4,915	4,915	4,816	4,816	99
	20DTK	2020	Deaerator Tank	180,000	180,000	2,133	2,133	177,867
	20STB	2020	Steris Orthavision Table	25,800	25,800	21,799	21,799	4,001
Funds Provided by Hospital Plant Replacement Fund								
	19MON	2019	Patient Monitors	756,000	755,100	675,050	675,950	80,050
Project Totals				\$ 10,130,248	\$ 5,054,141	\$ 1,791,868	\$ 6,867,975	\$ 3,262,273

	Capt Proj Fund	17SPH/M Bond	Total
Beginning Fund Balance 7/1/19	\$ 3,151,728	\$ 86,148	\$ 3,237,876
Funds Provided:			
FY20 Transfer from Operating Fund	1,700,000		
FY20 Interest Earnings	42,324		
19MON SPH Local Contribution - Patient Monitors	755,100		
FY20 Interest Earnings on 17SPH/M Bond Proceeds		938	2,498,362
Funds applied - current year expenditures	(1,777,889)	(13,979)	(1,791,868)
Funds obligated to existing projects	(3,210,889)	(51,384)	(3,262,273)
Projects completed or cancelled	1,418,477	-	1,418,477 *
Funds available for approp. and future capital expansion plans	\$ 2,078,851		2,078,851
Funds restricted for 17SPH Bond		\$ 21,723	21,723
Ending fund balance			\$ 2,100,574



## Legal Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2120 • (907) 714-2379 Fax

Charlie Pierce  
Borough Mayor

### LITIGATION STATUS REPORT

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**TO:** Kelly Cooper, Assembly President  
Penny Vadla, President, Board of Education  
Members, Kenai Peninsula Borough Assembly  
Members, Kenai Peninsula Borough School District

**THRU:** Charlie Pierce, Mayor CP

**FROM:** Colette Thompson, Borough Attorney CT  
Sean Kelley, Deputy Borough Attorney SK

**DATE:** May 7, 2020

**RE:** Litigation Status Report – Quarter Ending 03/31/20

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This report includes brief descriptions of pending non-routine court cases, as well as administrative appeals and code compliance enforcement actions set for hearing before the administrative hearing officer.

Following is a summary of the non-routine litigation in which the borough and school district are involved. This list does not include the real property tax foreclosures and numerous standard tax collection cases pursued by the borough:

1. John Does 1-3 v. Kenai Peninsula Borough School District et al., Case No. 3KN-18-00155CI. Three former students sued the school district, the Kenai Peninsula Hockey Association and former coach Bradley Elliott for damages stemming from alleged sexual abuse of minors, alleged negligent hiring and alleged vicarious liability. Mediations were held individually with each plaintiff on March 25, 26 and 27, 2020. Doe 1 settled at mediation and has been dismissed from the lawsuit. Mediation attempts with Does 2 and 3 were unsuccessful.



Page -2-

May 7, 2020

Re: Litigation Status Report

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Trial is currently scheduled for the week of November 2, 2020. Discovery is continuing.

2. Halstead v. Jeremy T. Anderson and Kenai Peninsula School District, Case No. 3KN-18-00744CI. Plaintiff has sued Mr. Anderson and the Kenai Peninsula Borough School District for damages relating to Mr. Anderson's alleged sexual abuse of her as a minor. The complaint against the school district claims it failed to protect her from Mr. Anderson and seeks damages and actual attorney fees. The district has filed an answer and discovery is in process. The district also recently filed a motion for summary judgment against the plaintiff's claims for punitive damages against the district. Trial is currently scheduled for the week of January 18, 2021.
3. Diamond Willow Homeowner's Association v. Kenai Peninsula Borough and Consolidated Development & Management, LLC, Case No. 3KN-19-00355CI. An appeal of an approved plat was filed and a hearing held before the administrative hearing officer on March 1, 2019. At a hearing held on March 10, 2020, Diamond Willow and Consolidated Development indicated that they were going to submit a proposed settlement for this case and a companion case (3KN-19-00319CI) by April 1, 2020. Due to Covid-19, the court extended the date it expects to receive the settlement by to May 6, 2020.
4. Kenai Peninsula Borough School District v. Fischer, Case No. 3KN-19-00185CI. This case was filed against a school district employee for the reimbursement of substantial health care costs paid by the health care plan ("Plan"). The Plan requires that employees who receive medical care paid by the Plan, for injuries caused by a third party, must reimburse the Plan out of any recovery received from the party at fault. Reimbursement is owed because the employee received enough insurance funds from the party who caused the injuries to fully reimburse the Plan for its costs. Defendant has failed to pay the amount owed. Discovery is in process, Plaintiff filed a motion to compel defendant to provide disclosures which the court granted, and awarded Plaintiff's attorneys' fees relating to that motion. Defendant has filed a Partial Motion to Dismiss, and numerous other motions and oppositions have been filed. The scheduled trial week is currently July 6, 2020.

Page -3-  
May 7, 2020  
Re: Litigation Status Report

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- B. Following are recently resolved or open cases for matters enforced pursuant to KPB 21.50, Violations and Enforcement, which were set for hearing before an administrative hearing officer:
1. Case No. 2018-19. A material site was operated in violation of its material site permit by operating in the required buffer area of the gravel pit. An enforcement agreement was entered. The planning commission approved a modification of the permit on October 28, 2019, which completed the terms of the enforcement agreement. This matter is now closed.
- C. Following are open or recently resolved administrative appeals from Planning Commission decisions:
1. Case No. 2019-02-PCA. Appellant appealed a planning commission decision approving the vacation of a drainage easement on Lot24-A, AA Mattox Peggi's Addition, KPB file no. 2019-048V. A hearing before the assembly was held on May 6, 2020, and a decision is pending.

**KENAI PENINSULA BOROUGH**  
**Community & Fiscal Projects**

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**MEMORANDIUM**

**TO:** Charlie Pierce, Mayor  
**FROM:** Brenda Ahlberg, Community & Fiscal Projects *CAH* Manager  
**DATE:** May 7, 2020  
**SUBJECT:** FY20-3Q Senior Center Grant Reports

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The following senior grant reports have been submitted:

- Anchor Point Senior Citizens
- Cooper Landing Senior Citizens
- Forget-Me-Not Center
- Homer Senior Center
- Kenai Senior Citizens (narrative only)
- Nikiski Senior Citizens
- Ninilchik Senior Center
- Seldovia Senior Center (not received at the time of this report)
- Seward Seniors Citizens
- Soldotna Area Senior Center
- Sterling Area Senior Citizens

Organizations that have completed grant close out:

- Homer Friendship Center
- Kenai Senior Citizens



# Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

**From:** Anchor Point Senior Citizens, Inc.  
**Account:** 100.62110.ANCSR.43011

**Award Amount:** \$44,869  
**2019/2020 Senior Grant Program**

**Submit Report To:**  
 Brenda Ahlberg, Community & Fiscal Projects  
 bahlberg@kpb.us  
 Kenai Peninsula Borough  
 144 N. Binkley St., Soldotna, AK 99669

**Period of Performance for this Report:** 3<sup>rd</sup> Quarter  
**Start Date:** January 1<sup>st</sup>, 2020  
**End Date:** March 31<sup>st</sup>, 2020

**FINAL REPORT IS DUE BEFORE 07/10/20**

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 32,789.00	\$ 18,368.72	\$ 9,239.00	\$ 27,607.72	\$ 5,181.28
Contract Services	\$ 3,451.00	\$ 6,640.34	\$ -	\$ 6,640.34	\$ (3,189.34)
Supplies	\$ 8,629.00	\$ 730.21	\$ 4,055.78	\$ 4,785.99	\$ 3,843.01
	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTALS</b>	<b>\$ 44,869.00</b>	<b>25,739.27</b>	<b>\$ 13,294.78</b>	<b>\$ 39,034.05</b>	<b>\$ 5,834.95</b>

Expenditures this period to be reimbursed >>>

**\$ 13,294.78**

**PROGRESS REPORT:** Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

The Anchor Point Senior Center has Bingo with concessions every Friday night APSCI hosts a community dinner every Thursday night, weekday lunch to those in need, a monthly luncheon, and a once a month all-you-can eat breakfast. Our facility has agreed to once again be a USDA agent for Seniors Farmer Market Nutrition Program in 2020 and filed NRCS compliance reports for growing in two high tunnels. Haircuts in the center are available, and the future of a salon is close at hand. Monday and Wednesday mornings are exercise class and vary on being inside or outside dependent on the weather. APSCI replaced all the dining room flooring in January, thanks to a KPB CAP grant! APSCI offers public assistance avenues and legal guidelines. APSCI also provides the needy of our community with a charitable giving center, Helping Hands, open two days a week for clothes, household items, use of crutches, walkers, and, other necessities. **Doors closed to public activities on the Ides of March. Most avenues of revenue are closed due to social distancing or by Governor mandate.** We wish you well in these times and thank you for your generous support.

**Grantee Certification:** I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Mary E Perry Date: 3-24-2020

Printed Name and Title: Mary E Perry, President



# Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Cooper Landing Senior Citizens.  
Account: 100.621115.00000.43011

Award Amount: \$18,665  
2019/2020 Senior Grant Program

Submit Report To:  
Brenda Ahlberg, Community & Fiscal Projects  
bahlberg@kpb.us  
Kenai Peninsula Borough  
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:  
Start Date: January 1, 2020  
End Date: March 31, 2020

**FINAL REPORT IS DUE BEFORE 07/10/20**

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Utilities	\$ 2,140.00	\$ 964.42	\$ 516.37	\$ 1,480.79	\$ 659.21
Contract Services	\$ 11,000.00	\$ 6,868.00	\$ 4,564.00	\$ 11,432.00	\$ (432.00)
Supplies	\$ 2,525.00	\$ 661.31	\$ 133.85	\$ 795.16	\$ 1,729.84
Insurance	\$ 3,000.00	\$ -	\$ 165.00	\$ 165.00	\$ 2,835.00
<b>TOTALS</b>	<b>\$ 18,665.00</b>	<b>8,493.73</b>	<b>\$ 5,379.22</b>	<b>\$ 13,872.95</b>	<b>\$ 4,792.05</b>

Expenditures this period to be reimbursed >>>

**\$ 5,379.22**

**PROGRESS REPORT:** Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Availability of CLSCCI Endowment Fund grant monies was made public and 7 grant proposals were received by March 15 from local non-profits and the Cooper Landing School. The Endowment Board evaluated the proposals and their recommendations are on the CLSCCI Board agenda for voting April 7.

The newest CLSCCI bus title is now in CLSCCI's name after the obligation to CARTS ended. A CLSCCI bus has gone to Sterling Senior Center for lunch, was taken to Anchorage for repairs, and used for Monday transfer sites cleanups.

New Eagles View residents were introduced and welcomed at the January meeting.

CLSCCI President Ken Green gave the February General Meeting program describing his life in Lebanon in the 1960s.

Arden Rankins was appointed a Board member in Feb. filling the vacancy from Ed Holsten's retirement. She will be voted on at the next general meeting.

On March 3, 3 women from ADOT met with the CLSCCI Board regarding ADOTS plans to repair the slope below Ravens View where the rip rap covered slopes put in place during the Snug Harbor Road pavement extension in 2016-17. This led to a meeting with geophysicist Geoff Coble and a board meeting to accept a bid from Coble to design the project to provide hillslope stability and avert groundwater problems in the future and coordinate this with the Federal Highway Administration working with ADOT.

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Mona Painter Date: April 8, 2020

Printed Name and Title: Mona Painter, CLSCCI Board secretary



Above, sloughing rip rap below Ravens View, Geoff Coble and Ken Green, March 12 looking down to Snug Harbor Road. Right, included in Coble's report is picture of 1986 slope failure near Senior Haven. The liquefied earth went through a power line and took down trees on the way to Snug Harbor Road. CLSCCI knows the importance of **drainage** under and near the apartment buidlings!



Fall, 1986 slope failure event. Photograph by Alan S. Boraas, Ph.D. from print presentation titled *Geology Field Trip: A pictorial description of points to see on the Kenai Peninsula*, created 4-20-87.

**Cooper Landing Senior Citizen Corporation Inc.  
KPB Community & Fiscal  
Projects Report Jan.1 thru  
Mar. 31, 2020**



Get-togethers in AZ early Feb. of current and former CLSCCI officers, Senior Haven residents and other Cooper Landing seniors. Mayme Ohnemus catalyst!





20-0810

# Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

**From:** Frontier Community Services  
**Account:** 100.62195.FTNCO.43011

**Award Amount:** \$33,045  
**2019/2020 Senior Grant Program**

**Submit Report To:**  
Brenda Ahlberg, Community & Fiscal Projects  
bahlberg@kpb.us  
Kenai Peninsula Borough  
144 N. Binkley St., Soldotna, AK 99669

**Period of Performance for this Report:**  
**Start Date:** 01/01/2020  
**End Date:** 03/31/2020

**FINAL REPORT IS DUE BEFORE 07/10/20**

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Transportation	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -
Senior Events	\$ 3,000.00	\$ 424.63	\$ 1,897.35	\$ 2,321.98	\$ 678.02
Program Supplies	\$ 6,545.00	\$ 933.71	\$ 3,893.14	\$ 4,826.85	\$ 1,718.15
FMN Program Assistance	\$ 22,000.00	\$ 10,891.00	\$ 5,553.00	\$ 16,444.00	\$ 5,556.00
<b>TOTALS</b>	<b>\$ 33,045.00</b>	<b>13,749.34</b>	<b>\$ 11,343.49</b>	<b>\$ 25,092.83</b>	<b>\$ 7,952.17</b>

Expenditures this period to be reimbursed >>>

**\$ 11,343.49**

**PROGRESS REPORT:** Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

## **Forget-Me-Not (FMN) Adult Day Center Third Quarter Narrative, FY20**

During the third quarter of FY20 Forget-Me-Not (FMN) Adult Day Center continued to focus on providing an energetic and engaging program for the Kenai Peninsula's seniors. The Kenai Peninsula Borough grant funded activities through the use of themed weeks, outings, events, and funding for program supplies. Highlights include:

- Themed weeks during each month such as "New Years," "Valentine's Week," and "Mardi Gras Week," were voted on by the FMN Council during their bimonthly meetings. Examples of activities that correspond with the themed weeks include; a party with New Year toasts and snacks, Valentine's Day cards crafted and mailed to the Adult Day Center in Kodiak, a Valentine's Day party with a menu planned by the Council, and a week of Mardi Gras celebrations complete with beads and hats.

FMN Council Meetings were held twice each month during the third quarter. Through those meetings, participants were able to offer suggestions for activities, snacks, holiday parties, and potential future outings. The FMN Council meetings have been a continuing source of information. The participants have been able to shape the activities they take part in, as well as provide feedback on activities they would like to see more of.

Each month FMN's dedicated volunteers came and shared their passions with us. Pat Robinson visited each Tuesday afternoon with her Canine Companions and every other Friday the Apostolic Assembly of Jesus Christ (AAJC) came to sing with the participants. In addition to our regular volunteers, the Kenai Senior Center "Ring-a-Lings" (bell ringers) visited FMN in January



# Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Homer Senior Citizens, Inc.  
Account: 100.62120.HOMSR.43011

Award Amount: \$132,668  
2019/2020 Senior Grant Program

Submit Report To:  
Brenda Ahlberg, Community & Fiscal Projects  
bahlberg@kpb.us  
Kenai Peninsula Borough  
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report: 3  
Start Date: 01/01/2020  
End Date: 03/31/2020

**FINAL REPORT IS DUE BEFORE 07/10/20**

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 48,800.00	\$ 24,984.36	\$ 11,892.75	\$ 36,877.11	\$ 11,922.89
Supplies	\$ 83,868.00	\$ 45,684.54	\$ 21,255.31	\$ 66,939.85	\$ 16,928.15
		\$ -	\$ -	\$ -	\$ -
<b>TOTALS</b>	<b>\$ 132,668.00</b>	<b>70,668.90</b>	<b>\$ 33,148.06</b>	<b>\$ 103,816.96</b>	<b>\$ 28,851.04</b>

Expenditures this period to be reimbursed >>>

**\$ 33,148.06**

**PROGRESS REPORT:** Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Provided wages for Food Services Department. Meals were served to the senior population, Adult Day Services, and Meals on Wheels program. We serve quality meals that are home cooked and do not use packaged materials.

HSC was affected this Quarter by the COVID-19 virus. Effective March 18<sup>th</sup>, in order to observe Social Distancing, we closed our dining room to the Congregate Meal program and made it Pick-Up Only. Participants call into the office in the morning and come pick their meal up at lunchtime. Our employees are masked and gloved when the meals are delivered to the participants.

We served 1,447 meals in our Congregate Meal program, which includes 52 meals served due to COVID-19 and served 3,893 Home Delivered Meals, which includes the Meals on Wheels program, those who live in our Assisted Living Facility, and 10 served due to COVID-19. Together we were able to serve 5,340 meals for the quarter. Thank you for helping us make this possible.

This winter was snowy and cold. Our seniors warm van rides to various locations for book readings and some shopping in the community. In February, they participated in the Senior Fashion Show. An annual event enjoyed by the Seniors and Community members. Snacks were provided on all trips.

We continue to grow our Adult Days Services program and the Activities program as we capture more information and follow up on our referral program.

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Keren Kelley Date: 4/15/2020

Printed Name and Title: Keren Kelley, Executive Director





## KENAI PENINSULA BOROUGH

144 North Binkley Street • Soldotna, Alaska 99669-7599  
 PHONE: (907) 714-2153 • FAX: (907) 714-2377  
 EMAIL: bahlberg@kpb.us

**FROM: City of Kenai dba Kenai Senior Services**  
**KPB ACCOUNT: 100.62130.KENSR.43011**

**Award Amount: \$126,207**  
**Ending: 30 June 2020**

### Financial / Progress Report

<b>Submit Report To:</b>	<b>Project Name: FY20 Senior Grant Program</b>
Brenda Ahlberg	Date: 04/08/2020
Community & Fiscal Projects Manager	Report No.: 3
Kenai Peninsula Borough	Quarter From: 01/01/2020
144 N. Binkley St., Soldotna, AK 99669	To: 03/31/2020

**FINANCIAL REPORT: FINAL REPORT DUE ON OR BEFORE 10 JULY 2020**

Cost Category	Authorized Budget	Expenditures from Last Report	Expenditures This Period	Total Expenditures to Date	Balance of Funds
Personnel	\$ 72,032	72,032.00		72,032.00	\$ -
Contractual	\$ 22,004	22,004.00		22,004.00	\$ -
Supplies	\$ 32,171	32,171.00		32,171.00	\$ -
					\$ -
<b>TOTALS</b>	<b>\$ 126,207.00</b>	<b>126,207.00</b>	<b>\$ -</b>	<b>\$ 126,207.00</b>	<b>\$ -</b>
<b>Payment Request</b>					<b>\$ -</b>

**PROGRESS REPORT:** Reference attachment D to ensure eligible cost compliance. Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

See Attached.

**Grantee Certification:** I certify that the above information is true and correct, and that expenditures have been made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Paul Ostrander Date: 04/09/20

Printed Name and Title: Paul Ostrander, City Manager

Kenai Senior Services  
Borough Quarterly Progress Report  
3rd Quarter ending March 31, 2020

This year started out with the Senior Center Flooring Project, thanks to a grant from the Rasmuson Foundation and a few private sponsors. The new flooring is beautiful and meets the daily needs of our program. The Dining Room is a multi-purpose room and is utilized throughout each day. The Growing Stronger Exercise Class meets three mornings per week and has 30-40 individuals participating. Previously, the amount of space available was confined, but this class now has the space to move on a level floor without disturbing those around them.

During this project time, daily activities were limited, but home and congregate meals were able to be served. The Card/Library Room was set up to serve as a makeshift dining room and the kitchen staff created and transported meals buffet style. The seniors loved it and said it felt like they were “picnicking” inside the Senior Center.

During this last quarter, the Director attended six City Department Head meetings, one Council on Aging meetings; three Kenai Senior Connection, Inc., meetings; and three Senior Center Staff meetings.

The staff participated in the following trainings throughout this quarter:

- AED/First Aid
- Records Management Training
- Diet & Nutrition
- Slips, Trips and Falls Prevention
- Sexual Harassment Awareness
- Driving Safety
- Electrical Safety
- Alcohol-Free Workplace
- Sexual Harassment Awareness for Supervisors
- Advanced Dementia
- Advanced Stroke Assessment & Treatment
- Fall Protection
- Workplace Stress
- Defensive Driving Strategies
- Fleet Program Sharing the Road
- Back Injury Prevention
- Basic Geriatric Emergencies
- Geriatric Behavioral Emergencies
- Coronavirus 101- What You Need to Know
- COVID19 Training and Preparedness
- Internet Security

*Living Well with Diabetes* classes were held for six weeks in January and February. This was taught by certified instructors for Diabetes Self-management and to encourage those with this chronic condition. This class was so popular, we will be bringing it back as soon as we are open again.

Though we have been closed to the public since the middle of March, the Center continues to provide services to our senior population. During this crisis we have been able to offer the following:

1. Home delivered meals, served Monday – Friday to over 100 individuals in the greater Kenai/Kasilof area.
2. Shopping and delivery assistance through one of our local grocery stores.
3. Prescription pickups and delivery.
4. Low income food box delivery.
5. Telephone support and wellness checks.
6. Finding creative ways to still provide supportive services such as faxing, notary, technological assistance while following safety protocols and COVID 19 Mandates.
7. Information on COVID19, State of Alaska benefits, IRS Economic Impact payments and the newest scams surround the current crisis.

During this last quarter, we served 4,944 home-delivered meals and 3,001 congregate meals. Our records show that 35 unduplicated volunteers donated 751 hours of their time. We also provided a total of 1,192 one-way rides during this time period. As a partner with Social Security Video Service Delivery, we helped 59 individuals use this service. MySeniorCenter™, our database program, shows 366 unduplicated individuals signed in for 11,068 hours of participation during this past quarter. This is averaging 30 hours of activities, nutrition, or participation per senior during this time.

Undoubtedly, the Coronavirus has been our biggest challenge this quarter. While we have continued with home delivered and pickup meal service, social distancing mandates have kept distance between a home meal driver and their client or those seniors who come to the Center for fellowship and social stimulation. The struggle to keep our seniors engaged both emotionally, mentally, and physically during this time is something we have taken to task. Phone visits have taken the place of the one-to-one chats during lunchtime. Sending out trivia or word games with meals, daily updates to Facebook or just making sure someone got their grocery order are now normal operations. The phone rings with questions and concerns or more often, just wanting to make sure we are still there and functioning on their behalf. This is what keeps our staff going in the middle of this craziness. We know seniors are grateful more than ever, as we hear this daily.



# Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

**From:** Nikiski Senior Center  
**Account:** 280.63190

**Award Amount:** \$52,981  
**2019/2020 Senior Grant Program**

**Submit Report To:**  
 Brenda Ahlberg, Community & Fiscal Projects  
 bahlberg@kpb.us  
 Kenai Peninsula Borough  
 144 N. Binkley St., Soldotna, AK 99669

**Period of Performance for this Report:**

**Start Date:** January 1, 2020

**End Date:** March 31, 2020

**FINAL REPORT IS DUE BEFORE 07/10/20**

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Personnel	\$ 52,981.00	\$ 26,491.00	\$ 13,245.00	\$ 39,736.00	\$ 13,245.00
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
<b>TOTALS</b>	<b>\$ 52,981.00</b>	<b>26,491.00</b>	<b>\$ 13,245.00</b>	<b>\$ 39,736.00</b>	<b>\$ 13,245.00</b>

Expenditures this period to be reimbursed >>>

\$ 13,245.00

**PROGRESS REPORT:** Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

This grant is to help defray administrative costs for Nikiski Senior Center. The grant first covers the Finance Officer amount at \$7,100.00 for this quarter and then a portion of the Executive Director at \$12,800.00.

I have attached a copy of the Executive Director report for this quarter. We closed our dining hall on March 18, 2020 but continue to serve "Meals on Wheels" and takeout lunches. Our takeout lunches are at a reduced rate. Other income is reduced because of the closure. We are also serving food from our "Food Pantry" for those seniors in need.

Thank you, Sue Tauriainen, Finance Officer

**Grantee Certification:** I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Camela Knudsen Date: 3/26/20

Printed Name and Title: Pam Knudsen, Executive Director

Nikiski Senior Citizens, Inc.  
Pamela Knudsen, Executive Director  
March 31, 2020

- Free Christmas dinner had 118 in attendance.
- Our super bowl party was a great success. All had a great time. Amazing food and friendship. 26 attended.
- Miracle Ear was here on the February 12<sup>th</sup> to clean hearing aids and answer any questions.
- Cash raffle tickets on still sale for \$10.00 a ticket: 1<sup>st</sup> prize 500.00, 2<sup>nd</sup> \$250.00, 3<sup>rd</sup> \$100.00. Drawing date will be announced on our Website.
- We closed the dining hall until further notice.
- Our Spring Hawaiian fundraiser, March 21<sup>st</sup>, was cancelled. Our Free Easter dinner and Craft Fair are cancelled.
- We are conducting "Wellness" calls to our senior center members in the community.
- April 15<sup>th</sup>, Mary Jackson, will conduct training for our corporate board members in proper board meeting, "Roberts Rules", procedure. I will also invite the "Nikiski Senior Service Area" board members to attend.
- Our front doors are locked due to the Coronavirus pandemic. Staff will be packaging meals or food pantry items for distribution at the front door. We implemented six-foot separation and other good practices health requirements.

Pam Knudsen, Executive Director



# Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

**From:** Ninilchik Senior Citizens  
**Account:** 100.62140.NINSR.43011

**Award Amount:** \$26,491  
**2019/2020 Senior Grant Program**

**Submit Report To:**  
 Brenda Ahlberg, Community & Fiscal Projects  
 bahlberg@kpb.us  
 Kenai Peninsula Borough  
 144 N. Binkley St., Soldotna, AK 99669

**Period of Performance for this Report:**

**Start Date:** January 1, 2020

**End Date:** March 31, 2020

**FINAL REPORT IS DUE BEFORE 07/10/20**

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 26,491.00	\$ -	\$ -	\$ 26,491.00	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
<b>TOTALS</b>	<b>\$ 26,491.00</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 26,491.00</b>	<b>\$ -</b>

Expenditures this period to be reimbursed >>>

\$ -

**PROGRESS REPORT:** Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

This quarter started out very positive for us. Both our congregate and home delivered meal numbers were up when compared to last year (Congregate meals; FY19: we served 1982 and in FY20 we served 2093 with 860 home delivered meals served in FY19 compared to 912 in FY20). This year in January, we were also excited to offer yoga and belly dancing classes here at the center. Classes take place twice a week for yoga and once a week for belly dancing. Both activities generated a lot of interest and participation. Also in January, we ventured into the unknown and opened up a pull-tab store in Kenai. Everything was going along just great until March hit and then of course as we all know, so did the COVID-19 virus. As a result, like many senior centers, we had to make adjustments. We closed our congregate meal program down on March 17 along with all senior center activities and our pull-tab store. We switched gears for our congregate program and started doing "curbside pick-up" service instead along with home delivered meals. Even though we are running a skeleton crew (only two of us in the building), we are keeping all of our senior center employees on the payroll to hopefully avoid any financial hardships for them as we all struggle to get through the pandemic. As of the writing of this report, that's how business is still being done. Overall, our senior population is adapting well and we've even had a few "new" (new to the senior center that it!) seniors stop by and pick up a meal. Our numbers for both our pick-up meals and home delivered meals remain strong but time will tell. We've already heard from many of our "snow-blrd" seniors that they will not be returning to Alaska for the summer as they usually do. I look forward to end of this pandemic and getting things back to a more normal pace. Thank you to Brenda and Dan for the continued Borough updates via Facebook through all of this. You are doing a great job!

**Grantee Certification:** I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Julie Otto Date: 4/8/2020  
 Printed Name and Title: Julie Otto Executive Director



# Community & Fiscal Projects

FO 20-0817

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

**From:** Seward Senior Citizens, Inc.  
**Account:** 100.62160.SELSR.43011

**Award Amount:** \$47,238  
**2019/2020 Senior Grant Program**

**Submit Report To:**  
 Brenda Ahlberg, Community & Fiscal Projects  
 bahlberg@kpb.us  
 Kenai Peninsula Borough  
 144 N. Binkley St., Soldotna, AK 99669

**Period of Performance for this Report:**  
**Start Date:** January 1<sup>st</sup>, 2020 (3<sup>rd</sup> Qrt Report)  
**End Date:** March 31<sup>st</sup>, 2020

**FINAL REPORT IS DUE BEFORE 07/10/20**

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Personnel	\$ 47,238.00	\$ 23,619.00	\$ 11,809.50	\$ 35,428.50	\$ 11,809.50
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
<b>TOTALS</b>	<b>\$ 47,238.00</b>	<b>23,619.00</b>	<b>\$ 11,809.50</b>	<b>\$ 35,428.50</b>	<b>\$ 11,809.50</b>
Expenditures this period to be reimbursed >>>					\$ 11,809.50

**PROGRESS REPORT:** Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

The Seward Senior Center was business as usual until March 13<sup>th</sup>, 2020, when we closed our doors to the public.  
 Congregate meals served during the 3<sup>rd</sup> Quarter: 1200  
 Home Delivered meals served: 850  
 COVID Emergency Home Delivered meals: 780  
 Transportation (one-way rides) 610 for 16 seniors  
 Health Promotion supported classes: Tai Chi for Arthritis: 15 students, offered three days a week  
 Staying Active and Independent for Life (SAIL): served 18 students, offered five days a week.  
 Social Security and Medicare enrollment and counseling: served 22 seniors.  
 Mailed 260 newsletters and 170 emailed  
 Since March 13<sup>th</sup>, we have served 2240 Emergency home delivered meals, to support 80 seniors with self-isolation, between Lowell Point and Moose Pass. We are working with two dozen volunteers to deliver meals, five days a week. On Fridays, we are serving weekend meals as well. Moose Pass meals are delivered two times during the week, thanks to Moose Pass residents who work in Seward.  
 We hired a part time dishwasher on March 16<sup>th</sup> and have volunteer prep cooks in the kitchen, two hours a day. Three volunteers work an assembly line to prepare meals for the daily delivery.  
 We continue to follow our mission, but have adjusted the business model, to serve the greater good of our senior community during this COVID19 pandemic. Thank you for supporting KPB seniors!

**Grantee Certification:** I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Dana Paperman Date: April 10, 2020

Printed Name and Title: Dana Paperman





20-0813

# Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 \* (907) 714-2150 \* (907) 714-2377

From: Soldotna Area Senior Citizens, Inc.  
Account: 100.62170.SOLSR.43011

Award Amount: \$90,886  
2019/2020 Senior Grant Program

Submit Report To:  
Brenda Ahlberg, Community & Fiscal Projects  
bahlberg@kpb.us  
Kenai Peninsula Borough  
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:  
Start Date: 1/1/2020  
End Date: 3/31/2020

**FINAL REPORT IS DUE BEFORE 07/10/20**

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 73,836.00	\$ 53,500.02	\$ 20,335.98	\$ 73,836.00	\$ -
Utilities	\$ 14,950.00	\$ 11,377.30	\$ 3,572.70	\$ 14,950.00	\$ -
Communications	\$ 2,100.00	\$ 2,100.00	\$ -	\$ 2,100.00	\$ -
		\$ -	\$ -	\$ -	\$ -
<b>TOTALS</b>	<b>\$ 90,886.00</b>	<b>66,977.32</b>	<b>\$ 23,908.68</b>	<b>\$ 90,886.00</b>	<b>\$ -</b>

Expenditures this period to be reimbursed >>>

**\$ 23,908.68**

**PROGRESS REPORT:** Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

1/1/20-3/17/20 provided congregate meals and home delivered meals daily; senior transportation; information and referral services (housing, health care, financial); outreach to isolated, poverty level, disabled seniors; wellness checks. Held: monthly game days, no-host dinners, shopping trips to Safeway, FM, Walgreen's; birthday parties for most clients; exercise programs including Tai Chi and Sit and be Fit; beading classes. IT volunteer personal help for mobile electronic users; tax preparation for seniors. Held monthly Family Caregiver Trainings at Homer, Soldotna, Kenai and Sterling. Completed building-wide fire alarm controlled auto door closers to meet fire code, additional \$623; replaced malfunctioning dishwasher \$15,858; repairs to kitchen equipment \$1809; dump truck & loader excessive snow removal \$1752; final FY19 payment to CPA \$3300 (no discrepancies). 3/18-31 COVID: Closed Center except for home delivered meals; due age of staff using young volunteers for delivery, increase of 100% in home delivered meals; due volume had to add a third route and driver; calls for assistance in the hundreds due new tax filing extensions, new PFD filing extensions, new federal stimulus program, rental and heat assistance. Calls/needs concerning Covid continue daily providing reassurance and other senior/disabled assistance within our capability. Worked with APA for guardianship housing for individual; one female sleeping in car, no heat or water available, providing meals. Assisted many others with SS, Medicare, Medicaid, income, personal issues, Senior Benefit Program. Senior housing and information assistance requests continue to increase. Congregate meals, homebound meals, transportation were provided daily regardless of ability of clients to donate toward cost. Closed pulltab fundraising store, will be huge loss of revenue monthly to pay bills. Able to keep caregiver office functioning through phone. Report closes FY20 grant.

**Grantee Certification:** I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature:  Date: 4/13/2020

Printed Name and Title: John Walker Executive Director





20-0832

# Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

From: Sterling Area Senior Citizens  
Account: 100.62180.STESR.43011

Award Amount: \$60,376  
2019/2020 Senior Grant Program

Submit Report To:  
Brenda Ahlberg, Community & Fiscal Projects  
bahlberg@kpb.us  
Kenai Peninsula Borough  
144 N. Binkley St., Soldotna, AK 99669

Period of Performance for this Report:  
Start Date: 01-01-2020  
End Date: 03-31-2020

**FINAL REPORT IS DUE BEFORE 07/10/20**

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 43,000.00	\$ 21,749.98	\$ 11,000.00	\$ 32,749.98	\$ 10,250.02
Contractual Services	\$ 15,000.00	\$ 10,451.67	\$ -	\$ 10,451.67	\$ 4,548.33
Supplies	\$ 2,376.00	\$ 2,376.00	\$ -	\$ 2,376.00	\$ -
		\$ -	\$ -	\$ -	\$ -
<b>TOTALS</b>	<b>\$ 60,376.00</b>	<b>34,577.65</b>	<b>\$ 11,000.00</b>	<b>\$ 45,577.65</b>	<b>\$ 14,798.35</b>

Expenditures this period to be reimbursed >>>

**\$ 11,000.00**

**PROGRESS REPORT:** Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

The center was busy gearing up for our fundraising summer activities when all activity stopped due to the coronavirus. Our Meals on Wheels delivery has doubled in the last month while our revenue has dropped considerably due to gaming coming to a complete stop, fundraising unavailable and lunch income depleted. We are caring for our Seniors with meals and in our housing to the best of our ability.

Grantee Certification: I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Jacquie Turpin Date: 04/01/2020

Printed Name and Title: Jacquie Turpin, Treasurer, Board of Directors

**KENAI PENINSULA BOROUGH**  
Community & Fiscal Projects

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**MEMORANDIUM**

**TO:** Charlie Pierce, Mayor  
**FROM:** Brenda Ahlberg, Community & Fiscal Projects Manager  
**DATE:** May 7, 2020  
**SUBJECT:** FY20-3Q Economic Development Grant Reports

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Attached are the grant reports for the following entities:

KPEDD – Kenai Peninsula Economic Development District

KPTMC – Kenai Peninsula Tourism Marketing Council

SBDC – Small Business Development Center



# KENAI PENINSULA BOROUGH

20-1084

144 North Binkley Street • Soldotna, Alaska 99669-7599  
PHONE: (907) 714-2153 • FAX: (907) 714-2377  
EMAIL: bahlberg@kpb.us

FROM: KPEDD  
KPB ACCOUNT: 100.94900.KPEDD.43009

Contract Amount: \$100,000  
Ending: June 30, 2020

## Financial / Progress Report

<b>Submit Report To:</b>	<b>Project Name:</b> Non-Areawide KPB Economic Development
Brenda Ahlberg	<b>Date:</b> 4/9/2020
Community & Fiscal Projects Manager	<b>Report No.:</b> 3 of 4
Kenai Peninsula Borough	<b>Quarter From:</b> January 1, 2020
144 N. Binkley St., Soldotna, AK 99669	<b>To:</b> March 31, 2020

### FINANCIAL REPORT: FINAL REPORT DUE ON OR BEFORE 07/10/20

Cost Category	Authorized Budget	Expenditures from Last Report	Expenditures This Period	Total Expenditures to Date	Balance of Funds
Personnel	100,000	50,000.00	25,000.00	75,000.00	\$ 25,000.00
		-		-	\$ -
<b>TOTALS</b>	<b>\$ 100,000.00</b>	<b>50,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ 75,000.00</b>	<b>\$ 25,000.00</b>
<b>Payment Request</b>					<b>\$ 25,000.00</b>

**PROGRESS REPORT:** Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

- During the reporting period, KPEDD staff:
- Successfully held the Industry Outlook Forum in Seward on January 8<sup>th</sup>.
  - Held regional workforce development discussions to identify current resources and needs.
  - Hosted and lead Census Complete Count Committee meetings to increase participation rates in both incorporated and unincorporated communities.
  - Assisted Borough-wide communities to identify projects and submit EDA disaster funding applications.
  - Disseminated economic data, project updates and funding opportunities through community presentations and radio interviews throughout the period.
  - Created a formal partnership with the Manufacturing Extension Program to support local manufacturers.
  - Met with City Managers to discuss area-specific opportunities, local partnerships and internal policy changes.
  - Met with State-wide ARDORS to identify state-wide opportunities for programs.
  - Participated in discussions with the Army Corps of Engineers, State Parks Department, City of Seldovia, Seldovia Native Association, Seldovia Native Tribe, and stakeholders to consider road improvements for Red Mountain Ecotourism opportunities.
  - Met with numerous local businesses to assist with financial support, regulation advocacy needs and contact inquiries.
  - Created and disseminated COVID-19 survey to assess economic impacts of the virus on the Kenai Peninsula

Grantee Certification: I certify that the above information is true and correct, and that expenditures have been made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: [Signature] Date: 4/14/2020  
 Printed Name and Title: Tim Dillon, Executive Director

Attachment B "Budget, Timeline of Deliverables and Reporting Form"



## KENAI PENINSULA BOROUGH

144 North Binkley Street • Soldotna, Alaska 99669-7599

PHONE: (907) 714-2153 • FAX: (907) 714-2377

EMAIL: bahlberg@kpb.us

**FROM:** KPTMC  
**KPB ACCOUNT:** 100.94900.KPTMC.43021

**Contract Amount:** \$150,000  
**Ending:** June 30, 2020

### Financial / Progress Report

<p><b>Submit Report To:</b>          Brenda Ahlberg          Community &amp; Fiscal Projects Manager          Kenai Peninsula Borough          144 N. Binkley St., Soldotna, AK 99669</p>	<p><b>Project Name:</b> Tourism Marketing/Peninsula Promotion  <b>Date:</b> April 15, 2020  <b>Report No.:</b> 1  <b>Quarter From:</b> January 7, 2020  <b>To:</b> March 31, 2020</p>
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**FINANCIAL REPORT: FINAL REPORT DUE ON OR BEFORE 10 JULY 2020**

Cost Category	Authorized Budget	Expenditures from Last Report	Expenditures This Period	Total Expenditures to Date	Balance of Funds
Personnel	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00
Contractual	\$ 123,300.00	\$ -	\$ 28,319.92	\$ 28,319.92	\$ 94,980.08
Travel	\$ 6,700.00	\$ -	\$ -	\$ -	\$ 6,700.00
<b>TOTALS</b>	<b>\$ 150,000.00</b>	<b>\$ -</b>	<b>\$ 28,319.92</b>	<b>\$ 28,319.92</b>	<b>\$ 121,680.08</b>
<b>Payment Request</b>					<b>\$ 28,319.92</b>

**PROGRESS REPORT:** Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

**Staffing Update:**

In January 2020 Debbie Speakman was hired as the Executive Director after a three-month contract. This was a good trial period for both the Board and Speakman as the organization has been working on restructuring. Speakman came to Alaska in 1999 to work for Holland America as a Tour Director and moved into Alaska sales and marketing that fall representing Alaska land tours in South Florida. Since then she has spent the last twenty years working in a variety of tourism positions, the last nine specifically marketing the Kenai Peninsula.

In February Monique Burgin was hired as the Office Assistant after five years working for the Alaska Sea Life Center in Seward. Burgin brings a wealth of knowledge in social media marketing and communication.

**Resolution 2020-003**

*Section 1, A.: Develop and implement strategies for attracting online impressions and conversions, and tracking conversions of impressions to sales in the tourism markets; and*

KPTMC's strategy for attracting online impressions and conversions was as follows:

- Google AdWords – Pay-Per-Click
- Search Engine Optimization (SEO) Onsite – Research, strategy
- Search Engine Optimization (SEO) Offsite – Guest post and backlink
- Digital Monitoring
- KenaiPeninsula.org: Website Conversion Optimization (using site tag manager and analytics)
- Social Media
- Alaska Channel Map: Digital and Hard Copy Map

Google and Social Media Ads:

Behaviors: Frequent travelers, Age: 21-65+, Location: Alaska, California, Florida, Idaho, Illinois, Oregon, Texas and Washington



**Text:** Want to learn more about the Kenai Peninsula? Download our FREE Discovery Guide for the best tips on your next Alaskan Adventure!  
**Headline:** Welcome to the Kenai, Alaska's Playground.



**Text:** Catch a bear (or twenty!) fishing or making a splash in the water on a once in a lifetime bear viewing experience on the Kenai Peninsula!  
**Headline:** Alaska Bear Viewing  
**Description:** Guided Bear Experiences



**Text:** Visit the Kenai for world-class fishing! Spend a day out on the water to feel the sea breeze and reel in that barn-door size halibut!  
**Headline:** World-Class Fishing  
**Description:** Alaskan Guided Fishing Experiences



Text: Alaska's Kenai Peninsula offers something for everyone. No matter what type of adventure or activity level you like, there's something to take your breath away or get your adrenaline pumping.  
 Headline: Alaska Sightseeing  
 Description: Once in a lifetime Alaskan Experiences



Text: Explore the best of Alaska! Visit The Kenai Peninsula for scenic bear tours, fishing, adventure excursions, and more!  
 Headline: The Kenai, Alaska's Playground  
 Description: Up Close and Personal Alaskan Experiences

**Digital Monitoring:**

Weekly we create a report of all real time inquiries from travelers looking to make travel plans for Alaska/Kenai Peninsula. We are able to immediately engage with people looking to travel.

Example of report from February 10th:

CURRENTLY MONITORED SOURCES		
Source	Category	URL
CBS News	News	<a href="https://www.cbsnews.com/news/walking-out-national-parks-online/">https://www.cbsnews.com/news/walking-out-national-parks-online/</a>
Twitter	Social Media	<a href="https://twitter.com/Pabon/status/1246983265186757780">https://twitter.com/Pabon/status/1246983265186757780</a>
Trips to Discover	Blog	<a href="https://www.triptodiscover.com/short-scenic-mountain-drives-in-the-us/">https://www.triptodiscover.com/short-scenic-mountain-drives-in-the-us/</a>
Forbes	Blog	<a href="https://www.forbes.com/sites/alan/2020/04/12/travel-virtually-to-us-national-parks-including-one-you-probably-wouldnt-otherwise-go-to/#69524111">https://www.forbes.com/sites/alan/2020/04/12/travel-virtually-to-us-national-parks-including-one-you-probably-wouldnt-otherwise-go-to/#69524111</a>
aspray photo	Blog	<a href="http://www.asprayphoto.blogspot.com/2020/04/wild-eagles-of-alaska.html">http://www.asprayphoto.blogspot.com/2020/04/wild-eagles-of-alaska.html</a>
MSN	Blog	<a href="https://www.msn.com/en-us/travel/travel-photos/these-fantastic-travel-photos-will-make-you-feel-better-about-the-world/ss-BB12vWCV">https://www.msn.com/en-us/travel/travel-photos/these-fantastic-travel-photos-will-make-you-feel-better-about-the-world/ss-BB12vWCV</a>
Hip Homeschool Moms	Blog	<a href="https://thehomeschoolmoms.com/the-ultimate-homeschool-guide-to-free-virtual-field-trips/">https://thehomeschoolmoms.com/the-ultimate-homeschool-guide-to-free-virtual-field-trips/</a>
The Nudge	Blog	<a href="https://thenudge.com/staying-in-remote-places-virtually-everything/">https://thenudge.com/staying-in-remote-places-virtually-everything/</a>
The Reporter	Blog	<a href="https://www.thereporter.com/2020/04/09/more-ways-to-keep-the-boredom-of-concave-travel-still-in-check/">https://www.thereporter.com/2020/04/09/more-ways-to-keep-the-boredom-of-concave-travel-still-in-check/</a>
Travel Today Tips	Blog	<a href="https://traveltodaytips.com/alaska-vacation-travel-video-guide/">https://traveltodaytips.com/alaska-vacation-travel-video-guide/</a>
Nattie on the Road	Blog	<a href="https://nattieontheroad.com/2020/04/08/the-best-virtual-tour-on-the-internet/">https://nattieontheroad.com/2020/04/08/the-best-virtual-tour-on-the-internet/</a>
Sunset	Blog	<a href="https://www.sunset.com/travel/guam-towns-sustainability">https://www.sunset.com/travel/guam-towns-sustainability</a>
Destination Deluxe	Blog	<a href="https://www.destinationdeluxe.com/online-travel-virtual-experiences-home/">https://www.destinationdeluxe.com/online-travel-virtual-experiences-home/</a>
Taking with Kids	Blog	<a href="https://www.takingwithkids.com/2020/04/07/the-best-virtual-family-vacation-ideas-while-we-practice-social-distancing/">https://www.takingwithkids.com/2020/04/07/the-best-virtual-family-vacation-ideas-while-we-practice-social-distancing/</a>
Matador Network	Blog	<a href="https://matadornetwork.com/read/beat-fluor-see-northern-lights-fwrbanic-alaska/">https://matadornetwork.com/read/beat-fluor-see-northern-lights-fwrbanic-alaska/</a>
Trip Advisor	Forum	<a href="https://www.tripadvisor.com/ShowTopic-g28925-d49-t13277428-August-Itinerary-Help-Alaska.html">https://www.tripadvisor.com/ShowTopic-g28925-d49-t13277428-August-Itinerary-Help-Alaska.html</a>
Trip Advisor	Forum	<a href="https://www.tripadvisor.com/ShowTopic-g28925-d49-t13285750-Planning-Father-Son-Grandson-Alaskan-Adventure-Alaska.html">https://www.tripadvisor.com/ShowTopic-g28925-d49-t13285750-Planning-Father-Son-Grandson-Alaskan-Adventure-Alaska.html</a>
Trip Advisor	Forum	<a href="https://www.tripadvisor.com/ShowTopic-g28925-d49-t13285856-Itinerary-Feedback-Alaska.html">https://www.tripadvisor.com/ShowTopic-g28925-d49-t13285856-Itinerary-Feedback-Alaska.html</a>
Trip Advisor	Forum	<a href="https://www.tripadvisor.com/ShowTopic-g28925-d49-t13284819-Planning-a-trip-to-Alaska-Alaska.html">https://www.tripadvisor.com/ShowTopic-g28925-d49-t13284819-Planning-a-trip-to-Alaska-Alaska.html</a>
Trip Advisor	Forum	<a href="https://www.tripadvisor.com/ShowTopic-g28925-d49-t13120867-Planes-Trains-and-Automobiles-Anchorage-Alaska.html">https://www.tripadvisor.com/ShowTopic-g28925-d49-t13120867-Planes-Trains-and-Automobiles-Anchorage-Alaska.html</a>

News outlets send out requests for content that we produce and submit for consideration. We have also been asked to provide photos which we watermark with our branding.

Example:

## How to plan a summer vacation amid a coronavirus outbreak

Contact: Chris Elliott  
Outlet: The Washington Post  
Deadline: 3/6/20 6:00 PM  
Pitch Recipient: query-ah3w@haromail.vocusdr.com

SEND PITCH

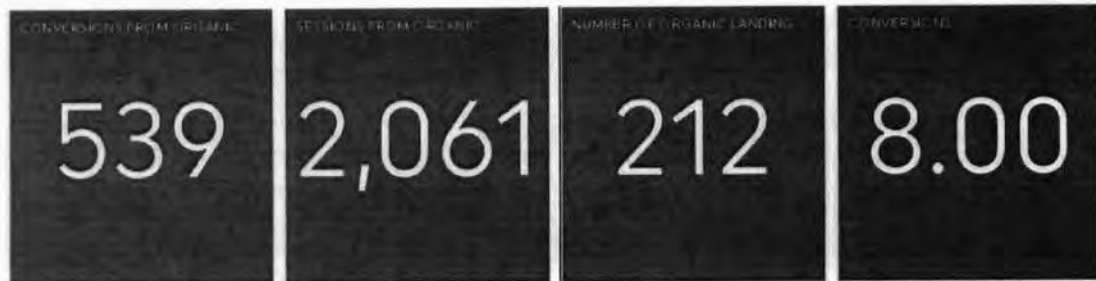
### Opportunity

I'm working on a story about planning a summer vacation in the face of the coronavirus outbreak. I'd love to hear from anyone who is planning a summer vacation, despite the outbreak. Where are you going? Why did you decide to go? From travel experts, I'd be interested in hearing about the steps people must take if they are going to plan a vacation. How do you stay safe and protect your vacation investment?

### Requirements

Please read this before answering. I'd be very grateful if you could send an initial response to my questions by email. Please do not respond with a note that says you would like to be considered for this story or want to set up a phone interview with a source. I'm happy to consider you for this story. I've included all of my questions in this query. Please take a minute to briefly answer them. If a phone interview is necessary, I will follow up right away. Kindly also include your full name and a jargon-free, brief (two to three word) description of your company or affiliation as you would like it to appear in the article. I will do my absolute best to acknowledge that I received your pitch and will make every effort to let you know when the story appears. More information on my queries can be found on my site: <https://chriselliotts.com/frequently-asked-questions-about-media-queries/>





COMMENTS



TOP CITIES	Clicks	Impressions	Cost	Conversions
--	5,067	196,009	\$1,359.18	0.00
Kenai	91	18,920	\$23.06	0.00
New York	80	11,300	\$29.04	0.00
Los Angeles	58	9,764	\$51.38	1.00
Anchorage	35	2,392	\$11.73	0.00
Toronto	26	10,809	\$10.28	0.00
Chicago	25	6,952	\$11.81	0.00
Dallas	25	8,731	\$9.21	0.00
Washington	23	4,329	\$6.57	0.00
Miami	22	7,613	\$24.79	0.00
Houston	22	4,900	\$16.54	1.00



TOP KEYWORDS WITH QUALITY SCORE

	Clicks	Impressions	Click-Through R...	Quality Score
trip america	687	14,379	4.78%	1
travel cruises	588	6,773	8.68%	N/A
Content	404	64,014	0.63%	N/A
tour packages	364	3,218	11.37%	N/A
travel packages	305	2,370	12.87%	N/A
booking travel	256	9,999	2.56%	N/A
trips and tours	187	2,076	9.01%	N/A
tourist places	181	4,462	4.06%	1
tours company	157	852	18.43%	N/A
tour booking	156	1,250	12.48%	N/A
the best places to visit	114	2,655	4.29%	3

TOP CLICKED AD GROUPS

(S) Tourism   Travel Itinerary	5,293
(D) Home	686
(S) Tourism   General	397
(D) Northern Lights	381
(S) Tourism   Travel Itinerary   9 States	120
Video   Alaska's Playground	116
(S) 9 States   Travel Guide	53
(S) Tourism   Bears	4
(S) Tourism   Fishing	4

COMMENTS



FACEBOOK ADS



TOP CAMPAIGN BY CLICKS (ALL)

Traffic   2020	11,551
Like Ad	1,062

ENGAGEMENT BY AD (WITH IMAGE)

	Post Reactions	Link Clicks	CTR (Link Click-...	CPC (Cost per L...
 Discovery Guide (id: 22844324861290615)	271 <small>↗ 271 ▲ N/A</small>	1,059 <small>↗ 1,059 ▲ N/A</small>	1.36% <small>↗ 1.36% ▲ N/A</small>	\$0.31 <small>↗ \$0.31 ~ N/A</small>
 Bear Viewing (id: 22844324873510615)	241 <small>↗ 241 ▲ N/A</small>	1,186 <small>↗ 1,186 ▲ N/A</small>	1.94% <small>↗ 1.94% ▲ N/A</small>	\$0.28 <small>↗ \$0.28 ~ N/A</small>

COMMENTS

Year over year, we're seeing drastic increases across the board. Clicks are up 291%, impressions increased 480%, and engagements are up 184%.

These increases have contributed to the large increase in website traffic (see Google Analytics).

The top performing ad links to the Discovery Guide with copy that says, "Want to learn more about the Kenai Peninsula? Download our FREE Discovery Guide for the best tips on your next Alaskan Adventure!" This tells us our targeted audience wants to learn more about Kenai and is interested in traveling to the Kenai Peninsula.

This also tells us our targeting is working. We are targeting the states with the highest interest in travel: Alaska, California, Florida, Idaho, Illinois, Michigan, Minnesota, Oregon, Texas, Washington, and Wisconsin.



**Expenditures for reimbursement Jan 7-Mar 31, 2020**

<b>Cooperative Marketing</b>	
ATIA-SOA Leads	\$1,400.00
INFOX Travel Agent Mailing	\$1,250.00
Travel Alaska Banner Ad	\$450.00
Social Media Hosting	\$1,000.00
<b>Digital SEO Management</b>	
SEO Optimization & Monitoring	\$16,454.00
<b>Social Media, Blogs, and RS Feed</b>	
www.KenaiPeninsula.org Updates and Hosting	\$1,344.61
Alaska Channel map	\$3,800.00
Social Media	\$2,621.31
<b>Total</b>	<b>\$28,319.92</b>

**Challenges and moving forward:**

Early February we started to run all of our social media and Google AdWords advertising in earnest. We tracked success through Google analytics and expanded our demographics to States that in the past haven't showed up in our target markets. Travel to Alaska was forecasted to increase over last year and cruises were seeing record bookings. In communication with our business members their bookings for 2020 were strong. As we moved into late February when the US started to see the first onset of Covid-19 infections bookings came to an abrupt halt. Traffic on social media was strong but visits to the website slowed considerably and requests for guides diminished.

In early March our marketing targets continued to pivot with each new health mandate with all destination marketing organizations completely ceasing marketing in mid-March. At our March 20<sup>th</sup> Board of Directors meeting it was decided that all spending on ads would halt for at least two-weeks, then we would re-evaluate, hoping that we would have an idea of when health mandates would be adjusted to allow travel. That would have been on April 3<sup>rd</sup>. We have seen increased travel restrictions, mass cancellations with no end in sight. We have continued our digital monitoring and continue to provide content, stories and photos.

The outlook for the 2020 season is dire with all events either cancelled or looking at rescheduling with no dates announced. All charters, excursions and lodging businesses are seeing mass cancellations with many businesses cancelling plans to open at all. The situation on the Peninsula is very dire with many businesses still trying to recover from losses felt in 2019 from the Swan Lake Fire. Cross gulf cruise ship sailings have nearly all cancelled, land based cruise tours have cancelled and discussions about 2021 cruise sailings show indications of fewer sailings being announced.

We have been reviewing what campaigns we can produce to recover any revenue for 2020. We have been hesitant to start any campaigns until we get an idea of when the State will loosen travel restrictions. We received some encouraging news on Monday with the Department of Fish and Game and the Governor's office allowing instate personal use fishing. The mandate asks for those fishing to minimize their interactions in the areas in which they fish and that they fish as close to home as possible. We are in communication with Fish and Game and the Governor's office to see what the restrictions on charter fishing is in light of the announcement.

The major demographic of visitors to the Kenai Peninsula are fellow Alaskans and they will be the first visitors to return to our area. It is doubtful that we will see travelers from the lower 48 in any number. With a focus on in-state travel we want to look at showing accessibility, wide open spaces, variety and supporting Alaskans.

There are many ways that we can access great numbers of fellow Alaskans including boosted social media posts, radio, TV and working with our business partners to promote the "journey".

- Promote the Seward and Sterling Hwy as destinations promoting points along the route.
- The Kenai Peninsula is close and provides a travel escape.
- Alaska's Playground is waiting for you.
- Alaskans supporting Alaskans: together we create a place to live, work and play.
- Partner with community organizations to promote any and all events moving forward.

The printed coupon booklet "Passport to the Kenai" has been a successful tool for Alaska's Playground prior to the pandemic we printed 15,000 and are ready to mass mail these Passports to households across Anchorage and the Mat-Su Valley with ways to support their Alaskan neighbors.

**Grantee Certification:** I certify that the above information is true and correct, and that expenditures have been made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: Debbie Speakman Date: Apr 15, 2020  
Printed Name and Title: DEBBIE SPEAKMAN, EXECUTIVE DIRECTOR



**Alaska Small Business  
Development Center**

**UAA BUSINESS ENTERPRISE INSTITUTE**

**Kenai Peninsula**

**Alaska Small Business Development Center  
1901 Bragaw St., Ste. 199  
Anchorage, AK 99508  
(907) 786-7201**

**FY 2020  
Third Quarter Report  
January 1, 2020 through March 31, 2020**

### Note from the Center Director: Cliff Cochran, Kenai Peninsula Center

The Kenai Peninsula Center for the Alaska SBDC completed one of its most engaging quarters, with a steady start providing assistance to startups, followed by a nearly overwhelming couple of weeks guiding business owners through chaos caused by the COVID-19 pandemic.

The third quarter started with a highlight, as the Kenai Peninsula Center was awarded the 2020 SBDC Excellence and Innovation Award for Alaska, and subsequently for Region X of the SBA. This award is given by the SBA to its top SBDC center and ranked the Kenai Peninsula Center above peers in Alaska, Washington, Oregon, and Idaho. The center is currently competing with nine others in recognition for the national award, released in May.

During the third quarter, the main storyline became the impact of the COVID-19 outbreak to the peninsula economy and SBDC response. The SBDC began warning clients about potential impact from COVID-19 as early as March 9, giving them much needed time to plan. On Saturday, March 21, within one hour of the SBA's announcement that Alaska small businesses were eligible to apply for economic injury disaster loans, the SBDC disseminated information on how to apply to over 500 small business owners on the Kenai Peninsula. This timely response enabled local businesses to apply ahead of businesses in other states and gain a better position in the queue. Within days, 60 business owners with 479 jobs received critical guidance on COVID-19 programs to save their businesses and preserve jobs. In addition to strong business advising services, the Alaska SBDC has created an online COVID-19 Resource Center, where business owners can find the latest updates for CARES Act programs and more. We will continue to work tirelessly with business owners across the peninsula to ensure they get the best service in their time of need.

In response to the COVID-19 outbreak, the Alaska SBDC has released all of its webinars, both live and recorded, for free to the general public. These webinars include daily briefings with the latest updates for small businesses in Alaska impacted by COVID-19. We are joined daily by the SBA and The Foraker Group to answer questions asked by participants live. The SBDC has recorded other webinars that walk business owners through applying for the various programs available in the CARES Act.

The Kenai Peninsula Center has been working closely with businesses, as well as the cities, chambers of commerce, and congressional offices to ensure local business owners have a resource to support them in time of need. We look forward to presenting our strong year to the Mayor and Borough Assembly in May, and we appreciate the continued support.

**At a Glance: Kenai Peninsula FY20 Q3 (Jan 1, 2020 - Mar 31, 2020)**

**Number of Clients Advised**

Current Quarter: 96

FY 2020\*: 178

**Jobs Created by Clients**

Current Quarter: 22

FY 2020\*: 74

**Jobs Supported**

Current Quarter: 457

FY 2020\*: 633

**Business Starts**

Current Quarter: 8

FY 2020\*: 23

**Capital Infusion**

Current Quarter: \$665,800

- SBA Loans: \$135,800
- Non-SBA: \$530,000
- Non-Debt Financing: \$0

FY 2020\*: \$1,626,300

**Alaska SBDC Kenai Peninsula Center Activity – Historical Comparison\***

	FY 2019 Q2 10/1/18 - 12/31/18	FY 2019 Q3 1/1/19 - 3/31/19	FY 2019 Q4 4/1/19 - 6/30/19	FY 2020 Q1 7/1/19 - 9/30/19	FY 2020 Q2 10/1/19- 12/31/19	FY 2020 Q3 1/1/20 - 3/31/20
New business created	7	6	11	5	10	8
Jobs created	12	14	21	17	35	22
Loans (in dollars)	\$300,000	\$283,500	\$1,600,000	\$125,000	\$420,000	\$665,800
Total capital (loans + equity)	\$300,350	\$638,050	\$1,671,710	\$125,500	\$835,000	\$665,800
New clients	22	32	24	20	19	35
Total clients	68	74	83	69	69	96
Total advising hours	421.25	312.17	202.75	300.92	344.33	278.74

## COVID-19 Impact: Kenai Peninsula FY20 Q3 (Mar 9, 2020 - Mar 31, 2020)

**Businesses Advised: 60**

**Jobs Supported: 479**

**Advising Hours: 68.8**

**New Clients: 23**

### **Clients Advised by Location:**

Soldotna: 17

Kenai: 13

Homer: 11

Seward: 10

Cooper Landing: 4

Nikiski: 3

Anchor Point: 1

Clam Gulch: 1

### **Top 5 Industries Advised:**

Accommodation and Food Service: 17 clients

Retail: 8 clients

Arts and Entertainment: 7 clients

Healthcare and Social Assistance: 7 clients

Transportation/Warehousing: 4 clients

### **Summary**

The Alaska SBDC has spearheaded the effort to connect small business owners with CARES Act programs designed to provide economic relief in response to COVID-19. The Kenai Peninsula Center Director began warning small business owners about potentially devastating effects from COVID-19 on March 9, four days before President Trump issued a disaster declaration. On Saturday, March 21, within one hour of the SBA's announcement that Alaska small businesses were eligible to apply for economic injury disaster loans, the SBDC disseminated information on how to apply to over 500 small business owners on the Kenai Peninsula. This timely response enabled local business owners to apply ahead of businesses in other states to gain a better position in the queue. The SBDC also notified leaders in the Kenai Peninsula Borough, the peninsula cities, and chambers of commerce, to ensure the news reached everyone, as soon as possible. While many business owners later indicated they applied for programs with our guidance, in the first two weeks, the SBDC directly advised 60 clients on the Kenai Peninsula, along with dozens of other business owners, more than any other SBDC center in Alaska. The SBDC has served as the primary point of contact for local business owners looking for information to help with tough economic decisions. In addition to strong local support, the Alaska SBDC created an online COVID-19 Resource Center, which includes daily webinars featuring the latest news on small business support for COVID-19 impact in Alaska. The Alaska SBDC prides itself on leading the COVID-19 recovery effort on the Kenai Peninsula and throughout Alaska, and we will continue to work closely with business owners to ensure they get the best service in their time of need.



## **Clients & Advising at a Glance: Kenai Peninsula FY20 Q3 (Jan 1, 2020 - Mar 31, 2020)**

### **96 Clients by Current Lifecycle**

Pre-venture: 26 clients  
Startups: 17 clients  
In-business: 53 clients

### **Clients by Industry**

Accommodation and Food Service: 22 clients  
Manufacturer/Producer: 12 clients  
Healthcare and Social Assistance: 11 clients  
Retail: 10 clients  
Arts and Entertainment: 9 clients  
Construction: 7 clients  
Professional, Scientific and Technical: 7 clients  
Transportation/Warehousing: 6 clients  
Real Estate, Rental and Leasing: 4 clients  
Service: 4 clients  
Administrative and Support: 3 clients  
Agriculture, Forestry, Fishing and Hunting: 1 client

### **Areas of Advising**

Startup Assistance: 102 hours  
COVID-19 Assistance: 68 hours  
Managing a Business: 41 hours  
Financing: 28 hours  
Buy/Sell a Business: 11 hours  
Legal Issues: 8 hours  
Marketing/Sales: 6 hours  
Disaster Recovery: 6 hours  
Business Plan: 3 hours  
Accounting/Budget: 2 hours

### **Summary:**

Of the 96 entrepreneurs who received advising assistance during the third quarter of FY 2020, 26 were in the pre-venture phase, 17 were startups, and 53 were already in business. This quarter featured two distinct periods. January and February followed the historical trend of entrepreneurs looking for guidance to launch or improve existing businesses during the upcoming summer tourist and construction seasons. This included 6 hours of disaster recovery advising relating to the Swan Lake Fire Disaster. Due to the impact of COVID-19, March took a decidedly different turn, with SBDC providing record advising totals to existing businesses. Within two weeks, over 50 well-established businesses on the Kenai Peninsula were provided business advising on COVID-19 topics, ranging from CARES Act programs to customer relations. Since accommodation and food service were the hardest hit by COVID-19 health mandates, that industry received the most business advising during the third quarter.

## **Jobs at a Glance: Kenai Peninsula FY20 Q3 (Jan 1, 2020 - Mar 31, 2020)**

### **New Jobs Overview**

22 new jobs  
10 clients

### **New Jobs by Industry**

Accommodation and Food Service: 2 clients (9 jobs)  
Healthcare and Social Assistance: 4 clients (5 jobs)  
Transportation and Warehousing: 1 client (5 jobs)  
Construction: 1 client (1 job)  
Manufacturer or Producer: 1 client (1 job)  
Professional, Scientific and Technical: 1 client (1 job)

### **Jobs Supported**

457 jobs  
70 clients

### **Summary:**

During the third quarter of FY 2020, 11 clients reported the creation of 23 new jobs on the Kenai Peninsula. The largest number of new jobs came from the accommodation and food service industry, followed by healthcare and transportation. The Kenai Peninsula Center recorded a record high for jobs supported in a quarter, due to the high volume of established businesses seeking assistance from the COVID-19 Disaster. Many of these jobs were preserved through SBDC guidance, with employers quickly directed to the Paycheck Protection Program.

## **New Clients at a Glance: Kenai Peninsula FY20 Q3 (Jan 1, 2020 - Mar 31, 2020)**

### **35 New Clients by Initial Stage**

Pre-ventures: 14 clients  
Startups: 4 clients  
In-business: 17 clients

### **New Clients by Industry**

Accommodation and Food Service: 12 clients  
Construction: 4 clients  
Professional, Scientific and Technical: 4 clients  
Arts and Entertainment: 3 clients  
Healthcare and Social Assistance: 3 clients  
Manufacturer or Producer: 2 clients  
Real Estate, Rental and Leasing: 2 clients  
Retail: 2 clients  
Administrative and Support: 1 client  
Service: 1 client  
Transportation and Warehousing: 1 client

### **New Clients by Community**

Soldotna: 12 clients  
Homer: 7 clients  
Kenai: 4 clients  
Seward: 4 clients  
Kasilof: 3 clients  
Cooper Landing: 2 clients  
Nikiski: 2 clients  
Anchor Point: 1 client

### **Summary:**

The Alaska SBDC Kenai Peninsula Center on-boarded 35 new clients during the third quarter of FY 2020. The first ten weeks were primarily from entrepreneurs looking to start a new business, while the last two weeks were from existing business owners seeking business advising on CARES Act programs for COVID-19 relief. Due to COVID-19 impact on restaurants and accommodation establishments, that industry outpaced all others in terms of new clients. The Soldotna and Homer chambers of commerce were very proactive in disseminating SBDC communications, so more assistance was provided to those communities.

## **New Businesses at a Glance: Kenai Peninsula FY20 Q3 (Jan 1, 2020 - Mar 31, 2020)**

### **8 Qualifying New-Business Starts**

### **Summary:**

An enterprise is considered "in-business" when all required licensing/permitting is acquired, has payroll, acquired debt or equity capital, incurred business expenses, and/or created sales. During the third quarter of FY 2020, 8 clients reported the creation of business starts within the Accommodation and Food Service, Healthcare and Social Assistance, Manufacturer or Producer, Professional, Scientific and Technical, Retail and Transportation and Warehousing industry sectors located in the communities of Kenai and Soldotna.

## **Workshops**

### **Summary:**

Alaska SBDC workshops were attended by 25 Kenai Peninsula residents. These classes, offered in both in-person and webinar formats, covered a wide array of subjects and harnessed both in-house expertise and professional adjuncts. Recently, the SBDC workshop program focused on growing the workshop on-demand offerings and ensuring any content is up-to-date and relevant to Alaska's small businesses. In addition to the live workshops (offered both in-person and via webinar), 26 on-demand workshops are available to anyone, at any time. The topics of these on-demand workshops include Marketing Basics, How to Get a Business License, Buyer's Guide to Franchise Ownership, and more. These workshops are available 24/7 and are able to be accessed as many times as needed.

River Health & Wellness, LLC

New Business Fighting the Coronavirus

Tanecia Webster, MSN, ANP, grew up on the Kenai Peninsula and decided to enter the medical field after losing a close loved one to cancer. She left the state to complete her education and obtain clinical experience, then returned home to Alaska to make a difference in the community she loves. With a passion to help people achieve wellness, Tanecia has become known for being a truly compassionate provider. With over a decade of medical experience, she decided to take the next step and opened the doors to River Health & Wellness, LLC in 2019.

In order to start the next exciting chapter of her professional career off strongly, Tanecia worked with the Alaska Small Business Development Center (Alaska SBDC) in Soldotna during the start-up process.



As every entrepreneur knows, a start-up takes strategy, passion, and tenacity. Tanecia brought all of this and more to the table and about her experience shared, *“The assistance I received from the Alaska SBDC was crucial to the start of my medical practice. Being a business owner was never a part of the future I envisioned for myself, however, after unforeseen circumstances, Cliff was there to provide the guidance, reassurance, knowledge base and experience to help me understand where to begin in this new endeavor. I am beyond thankful to the Alaska SBDC, but especially Cliff Cochran because his value in this process was immeasurable.”*

On working with Tanecia on her journey, Cliff shared, *“Tanecia has done a fantastic job narrowing down a wide range of options to the best fit for not only herself but also her patients. It’s been refreshing to see that throughout this process, her top concern has always been for her patients. I’m very impressed with how she’s switched gears on the fly and now started one of the best new medical practices on the peninsula.”*

Tanecia and the Alaska SBDC received excellent support from Tim Dillon and the Kenai Peninsula Economic Development District. KPEDD was able to provide River Health & Wellness



with a microloan within several weeks of application, creating a smooth transition during the cash flow crunch experienced by medical start-ups.

River Health & Wellness provides occupational and mental health services, immunizations, chronic health and internal medicine treatments, women's healthcare, and general wellness. Ever since the start of the COVID-19 pandemic, Tanecia and her team have been keeping their patients and the community informed on the latest updates. As a provider for many individuals with underlying health conditions, this

brand new clinic has arrived at precisely the right time, through assistance provided by the Alaska SBDC.

River Health & Wellness is conveniently located at 35670 Kenai Spur Hwy, Ste 103A in Soldotna. Connect with Tanecia and her team through their [website](#) or [Facebook page](#), or schedule an appointment by calling (907) 260-1655.



## Kenai Peninsula Borough Assembly Committees 2019 – 2020

### ASSEMBLY COMMITTEES

- **Finance Committee**  
Brent Hibbert, Chair  
Tyson Cox, Vice Chair  
Brent Johnson
- **Lands Committee**  
Brent Johnson, Chair  
Kenn Carpenter, Vice Chair  
Norm Blakeley
- **Policies & Procedures Committee**  
Willy Dunne, Chair  
Hal Smalley, Vice Chair  
Kenn Carpenter
- **Legislative Committee**  
Hal Smalley, Chair  
Jesse Bjorkman, Vice Chair  
Willy Dunne
- **President Pro Tem**  
Brent Hibbert
- **OTHER BOROUGH COMMITTEES**
- **School Board**  
Tyson Cox  
Brent Johnson, Alternate

### SERVICE AREA BOARD LIAISONS

- **Anchor Point Fire & EMS** – Willy Dunne
- **Bear Creek Fire** – Kenn Carpenter
- **CES/CPEMS** – Norm Blakeley
- **Kachemak Emergency Service Area** – Willy Dunne
- **KPB Roads** – Kelly Cooper
- **Nikiski Seniors** – Jesse Bjorkman
- **Nikiski Fire** – Jesse Bjorkman
- **North Peninsula Recreation** – Jesse Bjorkman
- **Seldovia Recreational** – Willy Dunne
- **Seward/Bear Creek Flood** – Kenn Carpenter
- **South Kenai Peninsula Hospital** - Kelly Cooper, Willy Dunne
- **NON-BOROUGH COMMITTEES**
- **Cook Inlet Aquaculture**  
Dale Bagley
- **Cook Inlet R.C.A.C.**  
Grace Merkes, term expires April 2020
- **Kenai Peninsula Economic Development District**  
Hal Smalley, term expires with office
- **Kenai Peninsula College Council**  
VACANT, term expires with office
- **Kenai River Special Management Area Advisory Board**  
Brent Hibbert, term expires with office
- **Prince William Sound R.C.A.C.**  
Mako Haggerty, term expires May 2019
- **Kachemak Bay Research Reserve Community Council**  
Willy Dunne, term expires with office