

Kenai Peninsula Borough

144 North Binkley Street

Soldotna, AK 99669



Meeting Agenda

Tuesday, January 19, 2021

6:00 PM

Betty J. Glick Assembly Chambers

Assembly

Brent Hibbert, President

Brent Johnson, Vice President

Jesse Bjorkman

Kenn Carpenter

Lane Chesley

Tyson Cox

Richard Derkevorkian

Willy Dunne

Bill Elam



Assembly Meeting Schedule

TUESDAY, JANUARY 19, 2021

- 2:00 PM** **Work Session – Roles of the Administration and Assembly
(1 hour)**
- 3:15 PM** **Finance Committee**
- 3:45 PM** **Lands Committee**
- 4:00 PM** **Policies and Procedures Committee**
Resilience and Security Advisory Commission Update
(10 Minutes)
- 4:30 PM** **Legislative Committee**
- 6:00 PM** **Regular Assembly Meeting**

Above listed meetings will be held in:

Zoom: Meeting ID 938 6524 5999 Passcode: 886199

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



Work Session

January 21, 2021

2:00 PM

Betty J. Glick Assembly Chambers
George A. Navarre Kenai Peninsula
Borough Administration Building and Through
Zoom. Meeting ID: 938 6524 5999 Passcode: 886199

All Assembly Members

AGENDA

ITEMS NOT APPEARING ON THE REGULAR AGENDA

1. Roles of the Administration and Assembly (1 hour)

*Consent Agenda Items



Finance Committee

January 19, 2021

3:15 PM

Betty J. Glick Assembly Chambers
George A. Navarre Kenai Peninsula
Borough Administration Building and Through
Zoom. Meeting ID: 938 6524 5999 Passcode: 886199

Tyson Cox, Chair

Kenn Carpenter, Vice Chair

Richard Derkevorkian

AGENDA

PUBLIC HEARINGS ON ORDINANCES

1. Ordinance 2020-19-15: Appropriating \$112,341.16 from the Land Trust Fund, Fund Balance to be Transferred to the Land Trust Investment Fund Representing the Fiscal Year 2020 Transfer of Land Sales Revenue to the Land Trust Investment Fund Per KPB 5.20.080(B) (Mayor) 61
2. Ordinance 2020-19-16: Accepting and Appropriating a \$150,164.45 Grant from The National Oceanic and Atmospheric Administration, Gulf of Alaska Pink Salmon Fishery Disaster Relief Program Administered by the Pacific States Marine Fisheries Commission to Improve Fish Passage at Old Exit Glacier Road Bridge #1 (Mayor) 64

NEW BUSINESS

1. Resolutions
 - *a. Resolution 2021-006: Redistributing Fiscal Years 2018 and 2019 Community Assistance Program Funds to Eligible Nonprofits within the Unincorporated Communities of Diamond Ridge and Fritz Creek (Mayor) 139
2. Ordinances for Introduction
 - *a. Ordinance 2020-19-17: Authorizing the Acquisition of Real Property Located at 4135 Hohe Street, Homer, Alaska on Behalf of South Peninsula Hospital, Appropriating \$315,000 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Purchase, and Authorizing an Amendment to the SPH, Inc. Operating Agreement (Mayor) (Hearing on 02/16/21) 150

*Consent Agenda Items



Lands Committee

January 19, 2021

3:45 PM

Betty J. Glick Assembly Chambers
George A. Navarre Kenai Peninsula
Borough Administration Building and Through
Zoom. Meeting ID: 938 6524 5999 Passcode: 886199

Richard Derkevorkian, Chair

Brent Johnson, Vice Chair

Bill Elam

AGENDA

PUBLIC HEARINGS ON ORDINANCES

- 3. Ordinance 2021-02: Authorizing the Negotiated Lease of Classroom Space at the Soldotna Prep Building with the Boys and Girls Club of the Kenai Peninsula (Mayor) 80

NEW BUSINESS

- 2. Ordinances for Introduction
 - *b. Ordinance 2021-03: Amending KPB 21.06.040, Administration, and KPB 21.06.070, "Development" Definition, for Floodplain Management Purposes (Mayor) (Hearing on 02/16/21) 169

*Consent Agenda Items



Policies and Procedures Committee

January 19, 2021

4:00 PM

Betty J. Glick Assembly Chambers
George A. Navarre Kenai Peninsula
Borough Administration Building and Through
Zoom. Meeting ID: 938 6524 5999 Passcode: 886199

Jesse Bjorkman, Chair

Willy Dunne, Vice Chair

Kenn Carpenter

AGENDA

PUBLIC HEARINGS ON ORDINANCES

- 4. Ordinance 2020-45: Amending KPB 2.40, Planning Commission, KPB Title 20 Subdivisions, and KPB 21.20, Hearing and Appeals, to Correct Grammatical Errors, and Clarify and Improve Certain Administrative Procedures (Mayor) 95

NEW BUSINESS

- 1. Resolutions
 - *b. Resolution 2021-007: Approving the Tourism and Economic Development Program Objectives for Fiscal Year 2022 (Mayor) 143

MAYOR'S REPORT..... 174

- 1. Assembly Requests/Responses - None.
- 2. Agreements and Contracts
 - a. Authorization to Award a Contract for ITB21-017 Homer Medical Center Roof Replacement to Building Specialties, Inc., Anchor Point, Alaska. 175
 - b. Sole Source to Purchase full-time/volunteer uniforms from Bare Threads. 177
 - c. Authorization to Award a Contract for RFP21-005 Janitorial Services – River Center Building to Touch of Gold Cleaning, LLC..... 178

- d. Sole Source to Purchase Genie Telehandler from United Rentals. 179
- e. Authorization to Award a Contract for RFP21-005 Janitorial Services – Office of Emergency Management & 911 Building to Touch of Gold Cleaning, LLC. 180
- 3. Other
 - a. 20CAR Summary Reports as of 01/11/21..... 181
 - b. Litigation Status Report – Quarter Ending 12/31/20..... 191

*Consent Agenda Items



Legislative Committee

January 19, 2021

4:30 PM

Betty J. Glick Assembly Chambers
George A. Navarre Kenai Peninsula
Borough Administration Building and Through
Zoom. Meeting ID: 938 6524 5999 Passcode: 886199

Brent Johnson, Chair

Jesse Bjorkman, Vice Chair

Willy Dunne

AGENDA

NEW BUSINESS

1. Resolutions

- *c. Resolution 2021-008: Requesting the U.S. Secretary of Commerce to Declare a Commercial Fishery Resource Disaster Due to the 2020 Failure of the Upper Cook Inlet Commercial Sockeye Salmon Fishery (Mayor) 146

*Consent Agenda Items



Assembly Agenda

January 19, 2021 - 6:00 PM

Regular Meeting

Betty J. Glick Assembly Chambers
George A. Navarre Kenai Peninsula
Borough Administration Building and Through
Zoom. Meeting ID: 938 6524 5999 Passcode: 886199

Brent Hibbert
President
Seat 1 – Kalifornsky
Term Expires 2021

Brent Johnson
Vice President
Seat 7 – Central
Term Expires 2022

Jesse Bjorkman
Assembly Member
Seat 3 - Nikiski
Term Expires 2022

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

Lane Chesley
Assembly Member
Seat 8 – Homer
Term Expires 2023

Tyson Cox
Assembly Member
Seat 4 - Soldotna
Term Expires 2022

Richard Derkevorkian
Assembly Member
Seat 2 - Kenai
Term Expires 2023

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

Bill Elam
Assembly Member
Seat 5-Sterling/Funny
River
Term Expires 2023

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 Carrie Henson.]

ROLL CALL

COMMITTEE REPORTS

APPROVAL OF AGENDA AND CONSENT AGENDA

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

ACTION ITEMS CURRENTLY ON CONSENT AGENDA:

- Resolution 2021-006
- Resolution 2021-007
- Resolution 2021-008
- Ordinance 2020-19-17
- Ordinance 2021-03

ACTION ITEMS ELIGIBLE TO BE ADDED TO THE CONSENT AGENDA:

- Ordinance 2020-19-15
- Ordinance 2020-19-16
- Ordinance 2021-02

APPROVAL OF MINUTES

- *1. January 5, 2021 Regular Assembly Meeting Minutes 1

COMMENDING RESOLUTIONS AND PROCLAMATIONS

PRESENTATIONS WITH PRIOR NOTICE (20 Minutes total)

- 1. South Peninsula Hospital Quarterly Report (10 Minutes)
- 2. Project Homeless Connect, Jodi Stuart (10 Minutes) 9

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 2020-19-15: Appropriating \$112,341.16 from the Land Trust Fund, Fund Balance to be Transferred to the Land Trust Investment Fund Representing the Fiscal Year 2020 Transfer of Land Sales Revenue to the Land Trust Investment Fund Per KPB 5.20.080(B) (Mayor) (Referred to Finance Committee) 61
- 2. Ordinance 2020-19-16: Accepting and Appropriating a \$150,164.45 Grant from The National Oceanic and Atmospheric Administration, Gulf of Alaska Pink Salmon Fishery Disaster Relief Program Administered by the Pacific States Marine Fisheries Commission to Improve Fish Passage at Old Exit Glacier Road Bridge #1 (Mayor) (Referred to Finance Committee) 64
- 3. Ordinance 2021-02: Authorizing the Negotiated Lease of Classroom Space at the Soldotna Prep Building with the Boys and Girls Club of the Kenai Peninsula (Mayor) (Referred to Lands Committee) 80
- 4. Ordinance 2020-45: Amending KPB 2.40, Planning Commission, KPB Title 20 Subdivisions, and KPB 21.20, Hearing and Appeals, to Correct Grammatical Errors, and Clarify and Improve Certain Administrative Procedures (Mayor) (Referred to Policies and Procedures Committee) 95

UNFINISHED BUSINESS

NEW BUSINESS

- 1. Resolutions
 - *a. Resolution 2021-006: Redistributing Fiscal Years 2018 and 2019 Community Assistance Program Funds to Eligible Nonprofits within the Unincorporated Communities of Diamond Ridge and Fritz Creek (Mayor) (Referred to Finance Committee) 139
 - *b. Resolution 2021-007: Approving the Tourism and Economic Development Program Objectives for Fiscal Year 2022 (Mayor) (Referred to Policies and Procedures Committee) 143
 - *c. Resolution 2021-008: Requesting the U.S. Secretary of Commerce to Declare a Commercial Fishery Resource Disaster Due to the 2020 Failure of the Upper Cook Inlet Commercial Sockeye Salmon Fishery (Mayor) (Referred to Legislative Committee) 146
- 2. Ordinances for Introduction
 - *a. Ordinance 2020-19-17: Authorizing the Acquisition of Real Property Located at 4135 Hohe Street, Homer, Alaska on Behalf of South Peninsula Hospital, Appropriating \$315,000 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Purchase, and Authorizing an Amendment to the SPH, Inc. Operating Agreement (Mayor) (Hearing on 02/16/21) (Referred to Finance Committee) 150
 - *b. Ordinance 2021-03: Amending KPB 21.06.040, Administration, and KPB 21.06.070, "Development" Definition, for Floodplain Management Purposes (Mayor) (Hearing on 02/16/21) (Referred to Lands Committee) 169
- 3. Other - None

MAYOR'S REPORT..... 174

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

a.	Authorization to Award a Contract for ITB21-017 Homer Medical Center Roof Replacement to Building Specialties, Inc., Anchor Point, Alaska.	175
b.	Sole Source to Purchase full-time/volunteer uniforms from Bare Threads.	177
c.	Authorization to Award a Contract for RFP21-005 Janitorial Services – River Center Building to Touch of Gold Cleaning, LLC...	178
d.	Sole Source to Purchase Genie Telehandler from United Rentals.	179
e.	Authorization to Award a Contract for RFP21-005 Janitorial Services – Office of Emergency Management & 911 Building to Touch of Gold Cleaning, LLC.	180
3.	Other	
a.	20CAR Summary Reports as of 01/11/21.....	181
b.	Litigation Status Report – Quarter Ending 12/31/20.....	191

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. Resolution 2021-002: Updating the Kenai Peninsula Borough Schedule of Rates, Charges and Fees, Pursuant to KPB 1.26, to Include Rates for Agricultural and Grazing Leases (Mayor) (Postponed to 02/02/21) (Referred to Lands Committee)
2. Ordinance 2021-01: Amending KPB 17.10, Borough Lands and Resources, to Change Agriculture and Grazing Lease Rates to a Standard Fee Schedule and Clarify Tax Responsibility (Mayor) (Hearing on 02/02/21) (Referred to Lands Committee)
3. Ordinance 2020-19-07: Appropriating Refinanced 2013 Bear Creek Fire Service Area General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) [*Tabled as amended on 12/01/20*]

4. Ordinance 2020-19-08: Appropriating Refinanced 2013 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) [*Tabled as amended on 12/01/20*]

5. Ordinance 2020-19-09: Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) [*Tabled as amended on 12/01/20*]

INFORMATIONAL MATERIALS AND REPORTS

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. January 21, 2021
2:00 PM AWPWPW
This meeting will be held through Zoom
Meeting ID: 917 6098 9577
Passcode: 607311

2. February 2, 2021
6:00 PM Regular Assembly Meeting
This meeting will be held through Zoom
Meeting ID: 938 6524 5999
Passcode: 886199

And in person from the
Betty J. Glick Assembly Chambers
Borough Administration Building

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: 938 6524 5999 Passcode: 886199 and in-person from the Betty J. Glick Assembly Chambers, Borough Administration Building, Soldotna, Alaska. COVID-19 mitigation protocols will be observed. 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: 938 6524 5999 Passcode: 886199. Detailed instructions will be posted on at the Kenai Peninsula Borough's main page at kpb.us: "Meeting and Public Notices" "Current Assembly Agenda".

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



Kenai Peninsula Borough

144 North Binkley Street
Soldotna, AK 99669

Meeting Minutes

Assembly

Brent Hibbert, President

Brent Johnson, Vice President

Jesse Bjorkman

Kenn Carpenter

Lane Chesley

Tyson Cox

Richard Derkevorkian

Willy Dunne

Bill Elam

Tuesday, January 5, 2021

6:00 PM

Betty J. Glick Assembly Chambers
George A. Navarre Kenai Peninsula Borough
Administration Building
and Through Zoom. Meeting ID: 938 6524 5999
Passcode: 886199

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

[Clerk's Note: A moment of silence was observed.]

ROLL CALL

Present: 9 - Jesse Bjorkman, Kenn Carpenter, Tyson Cox, Willy Dunne, Brent Hibbert, Brent Johnson, Richard Derkevorkian, Bill Elam, and Lane Chesley

Also present were:

Charlie Pierce, Borough Mayor

Colette Thompson, Borough Attorney

Johni Blankenship, Borough Clerk

Randi Broyles, Borough Clerk Assistant

COMMITTEE REPORTS

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

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

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

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

APPROVAL OF AGENDA AND CONSENT AGENDA

Johnson moved to approve the agenda and consent agenda.

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

[KPB-2926](#) December 1, 2020 Regular Assembly Meeting Minutes approved.

[KPB-2927](#) December 15, 2020 Special Assembly Meeting Minutes
A motion was made to approve the Agenda and Consent Agenda. The motion carried by the following vote:

[2020-49](#) An Ordinance Approving the Transfer of Assets from Ninilchik Emergency Services, Inc. to the Borough on Behalf of the Newly Expanded Fire & Emergency Medical Service Area (Mayor)

[Clerk's Note: The Title was amended to read, "Approving the Transfer of Assets from Ninilchik Emergency Services, Inc. to the Borough on Behalf of the Newly Expanded Fire and Emergency Medical Service Area and Extending the Deadline for Completion of the Transfer of Assets"

Section 1 was amended to read: "That the Borough Mayor is authorized to execute any preliminary documents necessary for the borough to accept the transfer of all real and personal property located in or obtained for use at or by the Ninilchik Fire Department from NES on behalf of the newly expanded service area called the Western Emergency Service Area, subject to inspection and approval of the property by the borough administration. A list of the property proposed to be transferred to the borough, subject to borough approval, is attached hereto as Attachment A and incorporated herein by reference. The final transfer agreement and list of property will be presented to the assembly for approval before the transfer deadline."

A new Section to read as follows: "That the deadline in Section 8 of Ordinance 2020-31 for the transfer of free and clear title, ownership and possession of all real and personal property located in and obtained for use at or by the Ninilchik Fire Department to the borough on behalf of the Western Emergency Service Area is extended from January 31, 2021 to April 20, 2021. The failure to transfer said assets as described shall render the creation of the Western Emergency Service Area null and void."

Renumber Section 2 to Section 3.]

This Ordinance was enacted as amended.

[2021-001](#) A Resolution Adopting an Alternate Allocation Method for the FY21 Shared Fisheries Business Tax Program and Certifying that this Allocation Method Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity in the Cook Inlet Fisheries Management Area (Mayor)

This Resolution was adopted.

[2021-003](#) A Resolution Approving the Public Relations Objectives for Fiscal Year 2021 (Mayor)

This Resolution was adopted.

[2021-004](#) A Resolution Requesting Senators Lisa Murkowski and Dan Sullivan, and Congressman Don Young to Take Actions Exempting COVID-19 Relief Funds from Federal Income Taxation (Borough Assembly)

This Resolution was adopted.

[2021-005](#) A Resolution Certifying Assembly Support of the Kenai Performers, Inc. in Providing Community Theatre for the Past 40 Years and in Support of its Loan with the USDA Rural Development Program to Purchase a Commercial Building for it's Black-Box Theatre (Borough Assembly)

This Resolution was adopted.

[2020-19-15](#) An Ordinance Appropriating \$112,341.16 from the Land Trust Fund, Fund Balance to be Transferred to the Land Trust Investment Fund Representing the Fiscal Year 2020 Transfer of Land Sales Revenue to the Land Trust Investment Fund Per KPB 5.20.080(B) (Mayor)

This Budget Ordinance was introduced and set for public hearing.

[2020-19-16](#) An Ordinance Accepting and Appropriating a \$150,164.45 Grant from The National Oceanic and Atmospheric Administration, Gulf of Alaska Pink Salmon Fishery Disaster Relief Program Administered by the Pacific States Marine Fisheries Commission to Improve Fish Passage at Old Exit Glacier Road Bridge #1 (Mayor)

This Budget Ordinance was introduced and set for public hearing.

[2021-01](#) An Ordinance Amending KPB 17.10, Borough Lands and Resources,

to Change Agriculture and Grazing Lease Rates to a Standard Fee Schedule and Clarify Tax Responsibility (Mayor) (Hearing on 02/02/21)

This Ordinance was introduced and set for public hearing.

[2021-02](#)

An Ordinance Authorizing the Negotiated Lease of Classroom Space at the Soldotna Prep Building with the Boys and Girls Club of the Kenai Peninsula (Mayor)

This Ordinance was introduced and set for public hearing.

Approval of the Consent Agenda

President Hibbert called for public comment.

Robert Gibson, addressed Resolution 2021-001 and Resolution 2021-002.

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, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

COMMENDING RESOLUTIONS AND PROCLAMATIONS

PRESENTATIONS WITH PRIOR NOTICE

1. [KPB-2924](#) COVID-19 Vaccine Update and Q & A, Dr. Kristin Mitchell (10 Minutes)

[Clerk's Note: Dr. Kristin Mitchell gave a presentation regarding the COVID-19 vaccination to the assembly.]

2. [KPB-2925](#) Kenai Peninsula Economic Development District Update, Tim Dillon, Executive Director (10 Minutes)

[Clerk's Note: Tim Dillon, KPEDD Executive Director gave a presentation to the assembly.]

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

President Hibbert called for public comment with none being offered.

ITEMS NOT COMPLETED FROM PRIOR AGENDA

PUBLIC HEARINGS ON ORDINANCES

UNFINISHED BUSINESS**NEW BUSINESS**

1. Resolutions

[2021-002](#) A Resolution Updating the Kenai Peninsula Borough Schedule of Rates, Charges, and Fees, Pursuant to KPB 1.26, to include Rates for Agricultural and Grazing Leases (Mayor)

Derkevorkian moved to adopt Reslution 2021-002

President Hibbert called for public comment with none being offered.

Derkevorkian moved to postpone Resolution 20201-002 to the February 2, 2021 meeting.

The motion to postpone Resolution 2021-002 to the February 2, 2021 meeting carried by the following vote:

Yes: 9 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

MAYOR'S REPORT

[KPB-2920](#) Mayor's Report Cover Memo

1. Assembly Requests/Responses

2. Agreements and Contracts

a. [KPB-2921](#) Authorization to Award a Contract for ITB21-002 40CY MSW Roll-Off Container(s) & Parts to Kenai Welding, Kenai, Alaska.

3. Other

a. [KPB-2922](#) Revenue-Expenditure Report - November, 2020

b. [KPB-2923](#) Budget Revisions - November, 2020

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

President Hibbert called for public comment with none being offered.

ASSEMBLY COMMENTS

Assembly Member Bjorkman thanked the Borough administration, Clerk's office and IT Departments for their hard work in the assembly chamber remodel. He stated he was thankful to be meeting together again. He thanked the public for their input and participation throughout the evening. He stated that the Kenai Peninsula Borough

School District would bring students back to the classroom on January 11th, 2021. He thanked Dr. Mitchell and Tim Dillon for their presentations.

Assembly Member Chesley stated that the Orthodox Christian Christmas would take place on January 7th. He thanked the Mayor for his focus on the safety culture at the Borough.

Assembly Member Carpenter thanked everyone for their hard work in reopening the assembly chambers. He stated he was looking forward to meeting in person at the upcoming meeting. He encouraged everyone to drive safely and wished everyone a happy new year.

Assembly Member Derkevorkian thanked the Borough administration, Clerk's office and IT Departments for their hard work in reopening the assembly chambers. He stated the importance of in-person meetings and having face-to-face discussions. He stated he was happy that kids were heading back in school and encouraged the public to voice their opinion in their communities.

Assembly Member Dunne thanked everyone for their participation. He stated his appreciation for the new technology for assembly members. He encouraged constituents to participate in the meetings over Zoom. He thanked Dr. Mitchell for her presentation on COVID-19 vaccine. He encouraged the public to get the COVID-19 vaccine. He thanked the legislative delegation for participating in dialogue with the assembly earlier in the day. He wished everyone good evening.

Assembly Member Cox stated he met with borough administration and President Hibbert regarding a promotional contract with Agnew::Beck. He stated his disagreement with the contract process and wished the contractual objections would go before the assembly.

Assembly Member Elam thanked the public for their input. He thanked the assembly and legislative delegation for their participation in the meeting. He stated he was happy to be participating in-person. He stated his appreciation to borough staff for their hard work in re-opening the assembly chambers. He thanked Dr. Mitchell and Tim Dillon for their presentations. He encouraged everyone to continue to work together to get through the pandemic and keep kids in school.

Vice President Johnson gave a brief report from the Anadromous Waters Habitat Protection Work Group and the Western Emergency Services Board Meetings. He stated his appreciation for borough staff and their hard work.

President Hibbert stated his appreciation for borough staff and was impressed with how they've helped residents through the pandemic. He thanked Mr. Gibson for his

testimony. He encouraged the school district to work with Tim Dillon at the Kenai Peninsula Economic District to promote the workforce development program. He thanked the Clerk's Office and IT for their hard work in the assembly chambers remodel. He stated his appreciation for the assembly members and wished everyone a good night.

PENDING LEGISLATION

- [2020-45](#) An Ordinance Amending KPB 2.40, Planning Commission, KPB Title 20, Subdivisions, and KPB 21.20, Hearing and Appeals, to Correct Grammatical Errors, and Clarify and Improve Certain Administrative Procedures (Mayor)
- [2020-19-07](#) An Ordinance Appropriating Refinanced 2013 Bear Creek Fire Service Area General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) Tabled as amended
- [2020-19-08](#) An Ordinance Appropriating Refinanced 2013 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) Tabled as amended
- [2020-19-09](#) An Ordinance Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) Tabled as amended

INFORMATIONAL MATERIALS AND REPORTS

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. January 7, 2021 AWPWG
2:00 PM This meeting will be held through Zoom Meeting ID: 917 6098 9577 Passcode: 607311
2. January 19, 2021 Regular Assembly Meeting
6:00 PM This meeting will be held through Zoom Meeting ID 938 6524 5999 Passcode: 886199
And in person from the Betty J. Glick Assembly Chambers Borough Administration Building

ADJOURNMENT

With no further business to come before the assembly, President Hibbert adjourned the meeting at 8:41 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough

Assembly meeting of January 5, 2021.

Johni Blankenship, MMC, Borough Clerk

Approved by the Assembly: _____



A Decade of Addressing Homelessness on the Kenai

Brought to you in partnership with the Kenai Peninsula Continuum of Care and the Kenai Peninsula Project Homeless Connect Sub-committee

Speakers: Kathy Gensel-Steering Project Chair, Frank Alioto-Co-Chair & Jodi Stuart-PR Chair

What is Project Homeless Connect (PHC)?

- **One-day:** a community-wide event
- **One-stop:** housing, support, and quality of life resources
- **One-goal:** ending homelessness
 - City/county or community-led
 - Consumer-centric
 - Outcome-oriented



The Ten Essential Elements of Project Homeless Connect

1. Political / Civic Will
2. Partnership
3. Event Execution
4. Planning Team
5. Site Selection
6. Volunteers
7. Resources
8. Consumer Engagement
9. Media
10. Data and Results





Political / Civic Will

Mayor and borough official leadership integrates PHC into jurisdictionally-led, community-based 10-Year Plan activities.

Jurisdictional leaders and community stakeholders involved in 10-Year Plans activities are a natural connection and foundation and:

- ❖ Re-prioritize local government resources
- ❖ Hasten creation of community partnerships
- ❖ Catalyze media interest
- ❖ Connect provider agencies operating in silos
- ❖ Mobilize corporate / local business resources

Political / Civic Will: Best Practices in Leadership

- **San Francisco Mayor created the first PHC by taking city staff and programs from City Hall to where homeless consumers live.**
- **Jurisdictions adopted PHC to support 10-Year Plan activities that reduce and end homelessness.**
- **Lead PHC sponsors now include universities, businesses, communities, faith groups, and professional sports teams.**

As is the case in the development of 10-Year Plans, partnership of the public and private sectors is essential. They offer complementary resources and access.

Government partners include:

- 1. City agencies**
- 2. County agencies**
- 3. State agencies**
- 4. Federal agencies**

Services Provided

Massage Therapy

Hair Cuts

Veterinarian Services

Housing Services

Medical Services

Food/Food Pantry

Job Services

Eye care

Vet Services

Substance Use Disorder Services

Public Assistance

Phone Services

Public Transportation

Education

Census Information

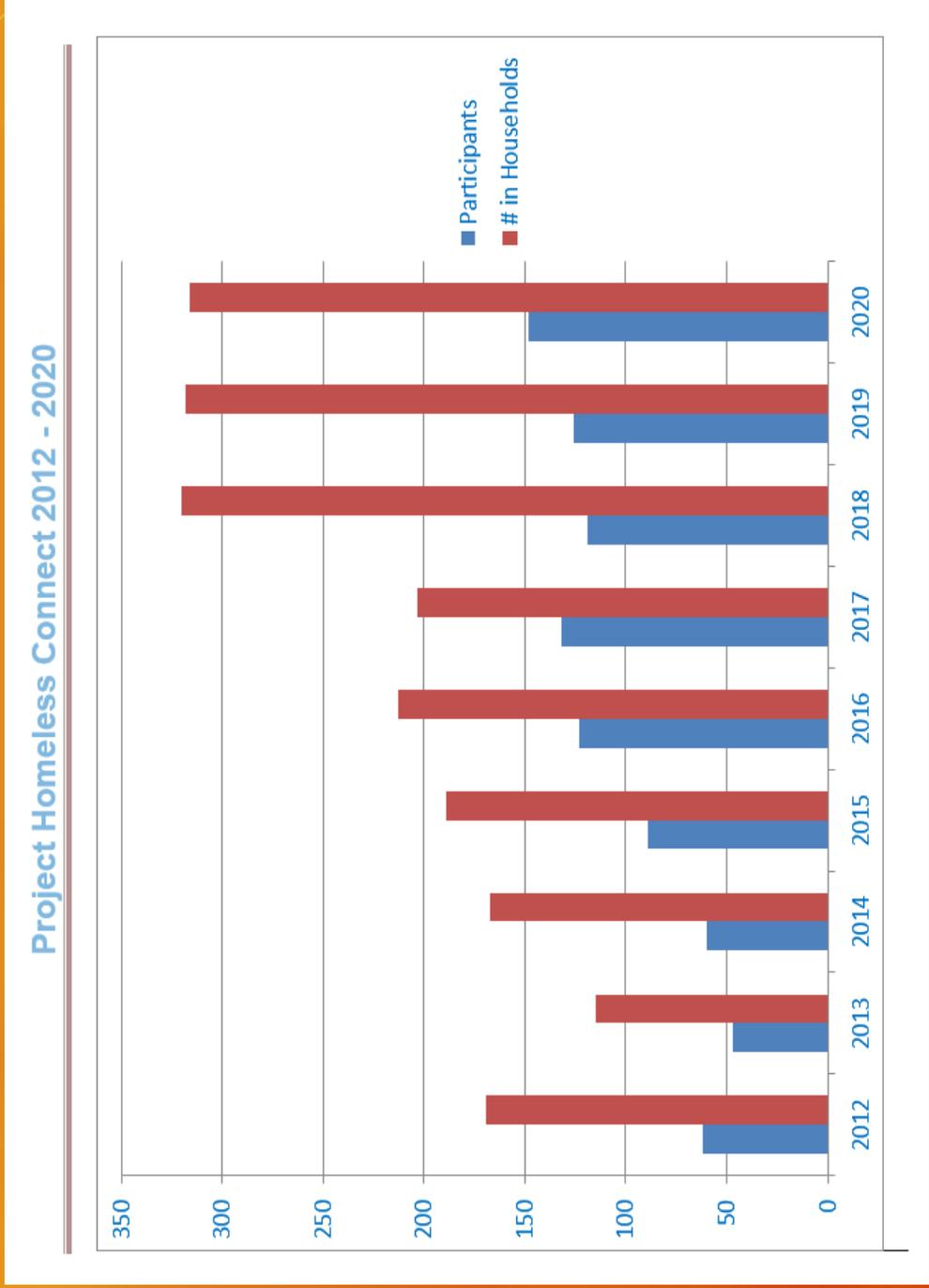
Voter Registration

Showers/Laundry Services

Prayer service

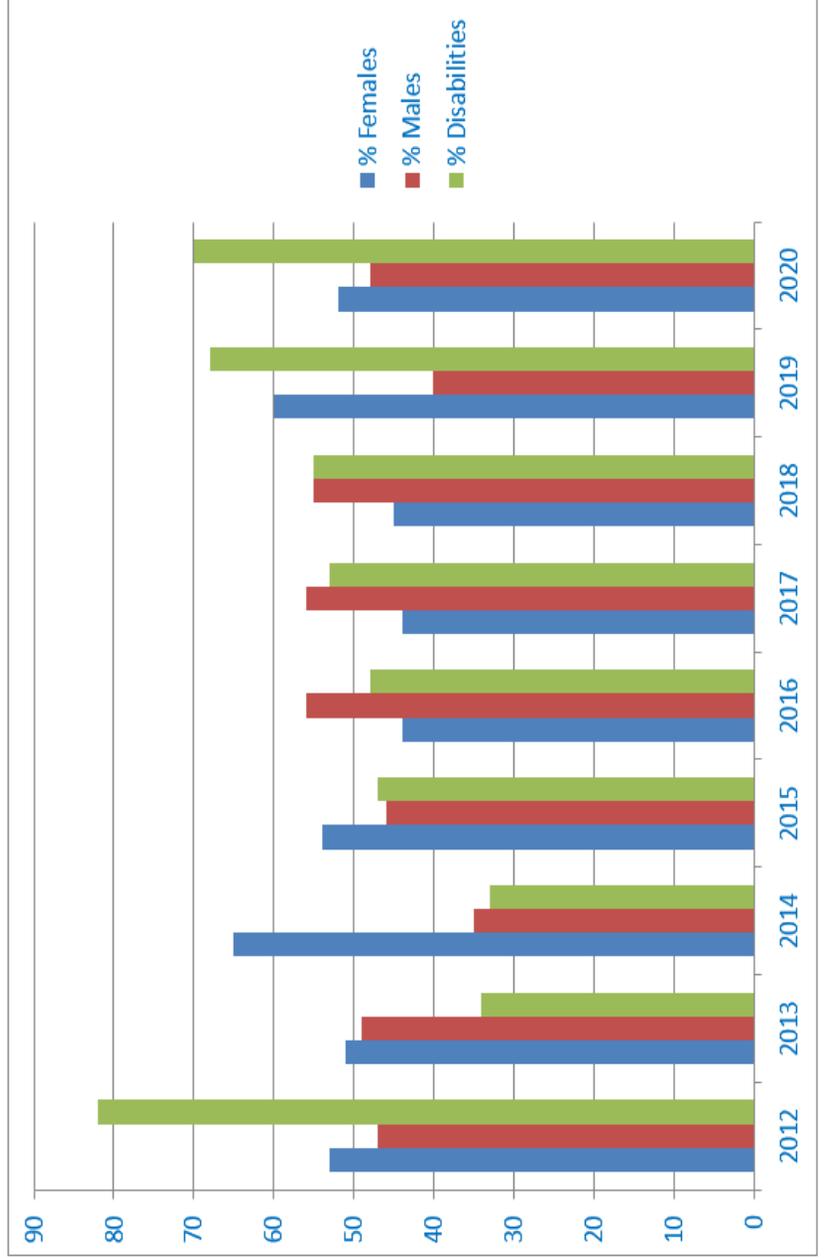


Kenai Peninsula Project Homeless Connect Data 2012-2020



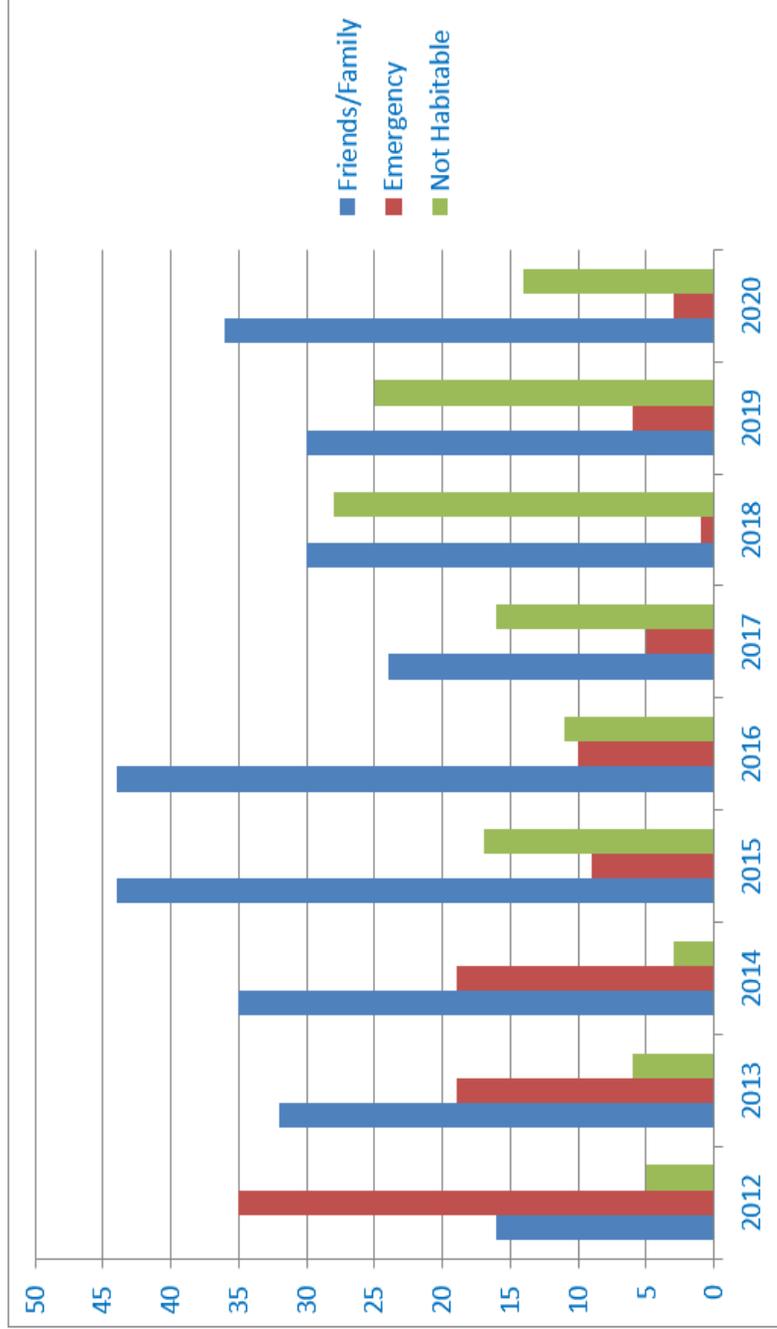
Kenai Peninsula Project Homeless Connect Data 2012-2020

Project Homeless Connect 2012 - 2020



Kenai Peninsula Project Homeless Connect Data 2012-2020

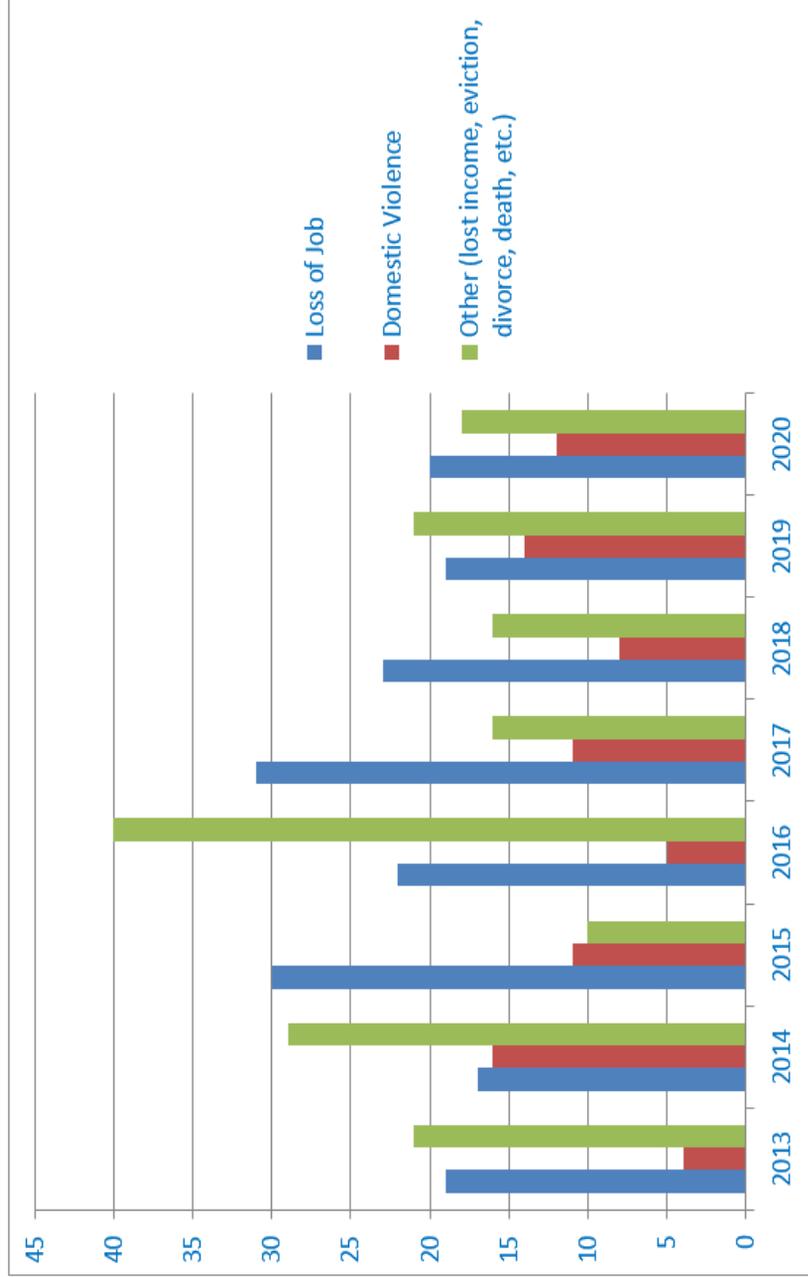
Project Homeless Connect 2012 - 2020



Housing Status Percentages

Kenai Peninsula Project Homeless Connect Data 2012-2020

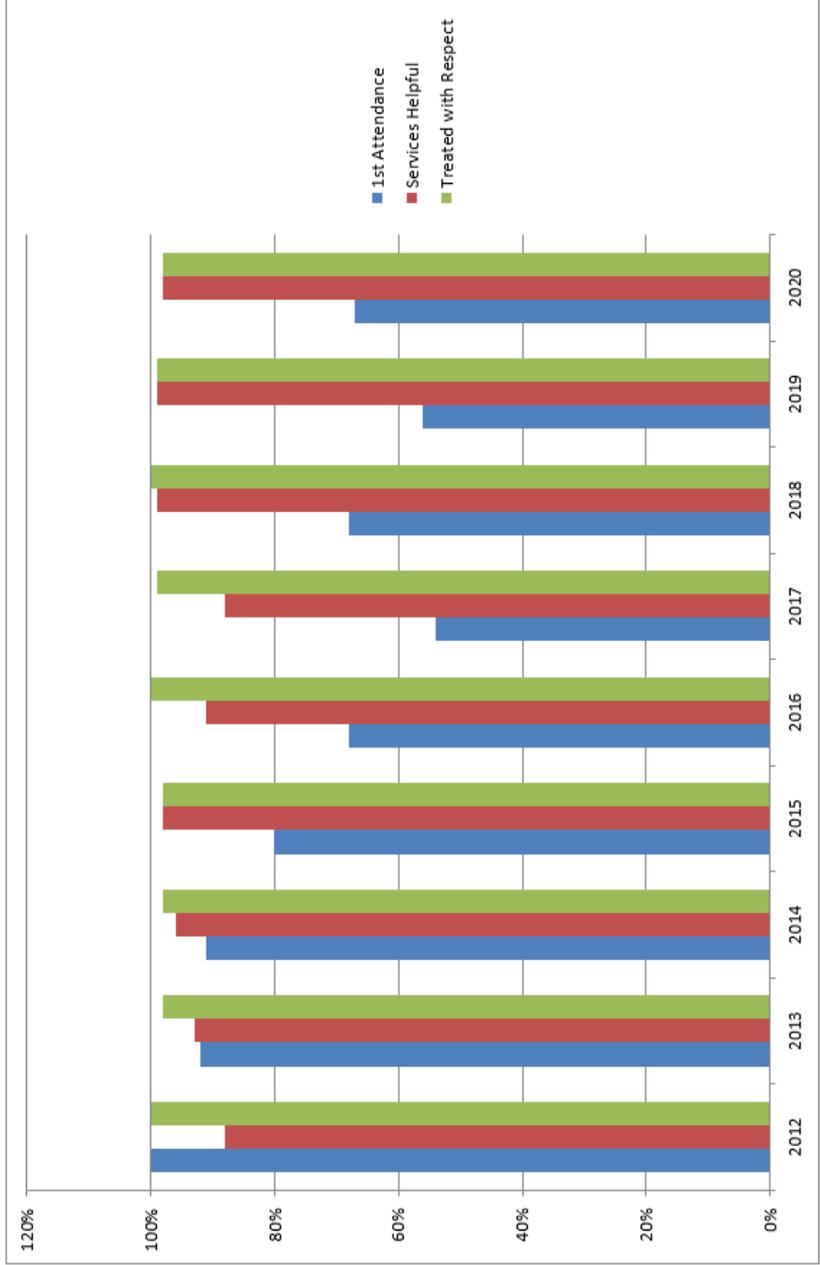
Project Homeless Connect 2012 - 2020



Primary Reason for Homelessness

Kenai Peninsula Project Homeless Connect Data 2012-2020

Project Homeless Connect 2012 - 2020



Services Received

2020 Data Extrapolation

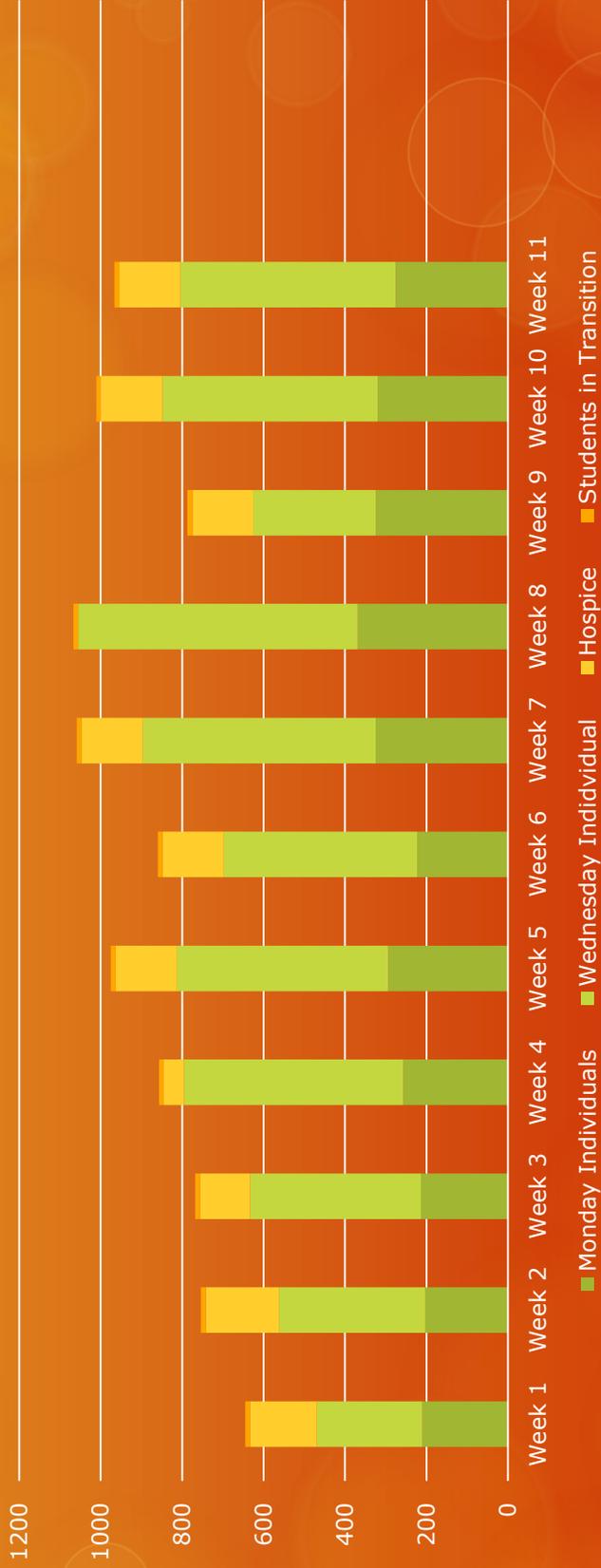
- 148 individuals participated
- 316 individuals impacted by PHC
- 68% currently were experiencing homelessness
- 70% experience alcohol abuse, developmental disability, drug use, HIV/AIDS, mental health issues, physical disabilities
- 20% of participants stated they were homeless due to loss of job
- 4% of participants stated they were homeless due to jail/prison release
- 12% of participants stated they were homeless due to domestic violence
- 89% of participants stated would use a cold weather shelter if available
- 8% were US Military Veterans
- 13 dogs received services

Services still needed/requested...

- Legal help
- Mental health support
- Men's housing options
- Fuel/gas
- Foot care
- Dental
- Chiropractic care
- Emergency Cold weather shelter
- Baby supplies
- Non-domestic violence shelter option for women and children
- Firewood

Request for food increase due to COVID19

Food Bank Food Pantry
10/5/2020-12/14/2020
CARES Act Money



2021 Point in Time Count/PHC

Where did you sleep
on 1/26/2021?

The Point in Time Count is a count of sheltered and unsheltered persons experiencing homelessness carried out on one night in the last 10 calendar days of January. According to HUD guidance, the PIT count should be completed using unduplicated counts or statistically reliable estimates of persons experiencing homelessness in both sheltered and unsheltered locations on a single night.

A DECADE OF PROVIDING SUPPORT TO THOSE EXPERIENCING
HOUSING CRISIS
10TH ANNUAL

2021 PHC

JANUARY 27, 2021-FEBRUARY 10, 2021

Thank you for allowing us to
speak today.

At Project Homeless Connect, we
believe that no one deserves to
lose hope.

Questions?



Thank you to our financial sponsors!



Bridges
Community
Resource
Network, Inc.



KENAI PENINSULA

2020 PROJECT HOMELESS CONNECT REPORT



No one deserves to lose hope

The Homeless Action Coalition is proud to report on the Kenai Peninsula’s 9th Annual Project Homeless Connect event held at the Soldotna Sport’s Center on January 29, 2020. Our success is due to the collaborative effort between service providers, the private sector, volunteers, and the community members.

A special thank-you to the following:

Event Co-Chairs: Kathy Gensel & Frank Alioto	Provider Services: Leslie Rohr
Check In/Out: Cheri Smith & Melissa Kline	Publicity: Jodi Stuart
Donations: Melissa Kline & Kellie Bartelmay	Volunteers: Beth Selby
Transportation: Brent Hibbert & Taylor Cochran	Food: Sharon Kelly
Fundraising: Kathy Gensel & Marta Taylor	Logistics: Kathy Gensel & Frank Alioto

Vendors and individuals providing services to homeless individuals (34):

ABC Life Choices	Kenai Public Health
Alaska Housing Finance Corporation	Kenai Vet Center
C.A.R.T.S	Kenaitze Indian Tribe
CICADA	Ladies First
Change 4 the Kenai	Love, INC.
Division of Public Assistance	Mountain Magic Massage
Division of VOC Rehab	Peninsula Community Health Services
Division of Voter Registration (DVR)	Peninsula Job Center
Freedom House	Peninsula Spay & Neuter
Friendship Mission	Peninsula Youth Encouraging Alaskan’s Health
GCI	Soldotna Professional Pharmacy
Independent Living Center	Soldotna Rotary
Kenai/Soldotna Lions	The LeeShore Center
Kenai Peninsula College	Twin Cities Veterinary Services
Kenai Peninsula Food Bank	Sinshearly
Kenai Peninsula Massage Therapy	Susan Smalley
Kenai Peninsula Re-Entry Coalition	2020 Census

Demographics of Population Served

One hundred forty-eight (148) individuals participated in the PHC event. *Data compiled below is based on 147 individuals who provided a signed Release of Information.* The total household number based on participant input was 316. There were a total of 13 dogs that received care during the event.

A total of 67% reported this was their first time participating in the Kenai Peninsula Project Homeless Connect event.

Gender

	Frequency	Percent
Male	71	48%
Female	76	52%
Trans Female	0	0
Trans Male	0	0
Gender Non-Conforming	0	0
Total	147	100%

Age

	Frequency	Percent
Less than 18	0	0
18 - 24	4	3%
25 - 44	59	40%
45 – 64+	84	57%
Total	147	100%

Race

	Frequency	Percent
American Indian / AK Native	37	25%
Asian	0	0
Black / African American	1	1%
Hawaiian/Pacific Islander	2	1%
White	106	72%
Don't Know/Refused	1	1%
Total	147	100%

Ethnicity

	Frequency	Percent
Hispanic or Latino	10	7%
Non-Hispanic / Non-Latino	135	92%
Don't Know/Refused	2	1%
Total	147	100%

Veteran

	Frequency	Percent
Yes	11	8%
No	136	92%
Total	147	100%

Household Type

	Frequency	Percent
Adult Household (no children)	126	86%
Household w/adults & children	21	14%
Household w/only youth	0	0
Total	147	100%

Head of Household

	Frequency	Percent
Self	144	98%
Head of Household's partner	2	1%
Head of Household's child	0	0
Other relation member	0	0
Non-relation member	1	1%
Total	147	100%

Health Insurance

	Frequency	Percent
Yes	129	88%
No	18	12%
Total	147	100%

Disabling Conditions

	Frequency	Percent
Alcohol Abuse	7	7%
Chronic Health Condition	44	43%
Drug Abuse	9	9%
Mental Health Problem	48	47%
Both Alcohol / Drug Abuse	17	17%
Developmental	10	10%
HIV/AIDS	1	1%
Physical	30	29%

***Percentages above based on 103 individuals (70%) who disclosed one or more conditions affecting ability to retain housing.*

Income Received Last 30 Days

	Frequency	Percent
Alimony/Spousal Support	0	0
TANF	6	9%
Child Support	0	0
Earned Income	15	23%
General Assistance	21	32%

Pension/Retirement	2	3%
Private Disability Insurance	0	0
SSDI (Disability)	15	23%
SSI (Supplemental)	15	23%
Retirement from SSI	1	1%
VA Service Disability Compensation	2	3%
VA Non-Service Disability Compensation	0	0
Unemployment	5	7%
Worker's Compensation	0	0
Other	3	4%
No Income	81	55%

****Percentages are based on 66 individuals (45%) who responded with one or more income source**

Victim of Domestic Violence

	Frequency	Percent
Yes	67	46%
No	79	53%
Refused	1	1%
Total	100	100%

****Of those who responded as victims: 79% were female and 21% were male**

If Yes to Above, Fleeing Domestic Violence

	Frequency	Percent
Yes	13	19%
No	54	81%
Total	67	100%

****Percentages are based on 67 individuals who responded as victims of domestic violence**

Primary Alaska Regional Corporation

	Frequency	Percent
Ahtna Corp.	2	1%
Aleut Corp.	1	1%
Arctic Slope Regional	0	0
Bering Straits	0	0
Bristol Bay Native Corp.	6	5%
Calista Corp.	9	6%
Chugach Alaska Corp.	0	0
Cook Inlet Regional	5	3%
Doyon Limited Corp.	2	1%
Koniag Incorp.	2	1%
NANA Regional Corp.	0	0
Sealaska	3	2%

13th Regional Corp.	0	0
N/A	117	80%
Total	147	100%

Eviction Notice Received This Month

	Frequency	Percent
Yes	7	5%
No	140	95%
Total	100	100%

Ever in Foster Care System

	Frequency	Percent
Yes	29	20%
No	118	80%
Total	147	100%

Years in Foster Care

	Frequency	Percent
Weeks	1	1%
Months	1	1%
Year(s)	24	16%
N/A	121	82%
Total	147	100%

****Range in years spent in foster care: 1 to 18 years**

Prior Project Homeless Connect Events Attended

	Frequency	Percent
1st Time (0 prior)	98	67%
1Time	24	16%
2 Times	11	7%
3 Times	6	4%
4 Times	4	3%
5 Times	3	2%
6 Times	0	0
7 Times	0	0
8 times	0	0
9 times	1	1%
Total	147	100%

Slept Prior Night

	Frequency	Percent
Homeless:		
Place not habitable	20	14%
Emergency Shelter	4	3%
Institutional:		
Foster Care / Group Home	1	1%
Jail/Prison, Juvenile Facility	1	1%
Psychiatric Hospital / Facility	0	0
Long-term care/nursing home	0	0
Substance Abuse TX Center	4	3%
Transitional/Permanent		
Residential or Halfway house	0	0
Motel or Hotel	3	2%
Transitional Housing/youth	14	9%
Host home (non-crisis)	2	1%
Staying w/friends	34	23%
Staying w/family	19	13%
Rental – GPD TIP subsidy	1	1%
Rental – VASH subsidy	2	1%
Permanent housing for formerly homeless	4	3%
Rental w/RRH or subsidy	0	0
Rental w/HCV voucher	1	1%
Rental – public housing unit	7	4%
Rental – no subsidy	18	12%
Rental - subsidy	4	3%
Owned by client	4	3%
Owned - subsidy	2	1%
Refused	2	1%
Total	147	100%

Duration of Homelessness

Homeless		
One night or less	0	0
Two to six nights	1	1%
1 week or more (less 1 month)	3	2%
1 month or more (less 90 days)	1	1%
90 days or more (less 1 year)	5	3%
One year or more	13	9%

Institutional		
One night or less	0	0
Two to six nights	0	0
1 week or more (less 1 month)	2	1%
1 month or more (less 90 days)	2	1%
90 days or more (less 1 year)	1	1%
One year or more	1	1%
Temporary/Permanent		
One night or less	4	3%
Two to six nights	12	8%
1 week or more (less 1 month)	12	8%
1 month or more (less 90 days)	16	11%
90 days or more (less 1 year)	25	17%
One year or more	46	31%
N/A	3	2%
Total	147	100%

Homeless Episodes – Past 3 Years

	Frequency	Percent
1 time	35	24%
2 times	12	8%
3 times	9	6%
4 or more	35	24%
N/A	56	38%
Total	147	100%

Total Number of Months Homeless in past 3 years

	Frequency	Percent
1 – 3 months	23	16%
4 – 6 months	12	8%
7 – 11 months	4	2%
12 or more months	45	31%
N/A	63	43%
Total	147	100%

Supplemental Questions

Number of Individuals in Household

Age 18 and Over	268
Age 17 and Under	48
Total	316

Primary Reason for Homelessness

	Frequency	Percent
Loss of Job	30	20%
Work hours cut	4	3%
Rent / Utility Increase	4	3%
Lease Violation	0	0
Illness / Injury	16	11%
Substance Abuse	10	7%
Domestic Violence	17	12%
Family Dispute	2	2%
Aged out Foster Care	1	1%
Jail / Prison Release	7	4%
Treatment Center Release	3	2%
Loss of Roommate	4	3%
Divorce	5	3%
Eviction	9	6%
New to Community	3	2%
**Other (see below)	27	18%
N/A or Refused	5	3%
Total	147	100%

***Other includes: Loss of property, lack money, loss of spouse, lost green card, probate issues, health related, mental health, family issues, unemployed, lack resources, can't afford to rent month to month, house condemned by earthquake, borough dispute about dwelling and location, family member passed away, lost veterans benefits, can't afford anything.*

Form of Transportation

	Frequency	Percent
Own Vehicle	61	42%
Friend/Family Member	33	22%
Public Transport	3	2%
Taxi	3	2%
Walk / Ride Bike	42	29%
Hitchhike	2	1%
N/A	3	2%
Total	147	100%

How did you get to event today?

	Frequency	Percent
Bus	0	0
Drove Self	55	37%
Drove w/Others	68	47%
Walk / Ride Bike	13	8%
Hitchhiked	3	2%
Taxi	7	5%
N/A	1	1%
Total	147	100%

Would you use a community bus route system?

	Frequency	Percent
Yes	140	95%
No	3	2%
N/A	4	3%
Total	147	100%

Interested in Narcan Kit

	Frequency	Percent
Yes	45	31%
No	102	69%
Total	147	100%

Participant Exit Surveys = 122 out of 148 individuals (82%)

Rating	Excellent	Very Good	Fair	Poor
The event was helpful to me.	93 (76%)	26 (21%)	3 (3%)	
I felt respected and supported.	99 (81%)	21 (17%)	2 (2%)	
Service Providers were friendly and helpful.	105 (86%)	15 (12%)	2 (2%)	
I learned about more resources and services in community.	91 (75%)	28 (22%)	2 (2%)	1 (1%)

Participant Exit Questions

Most helpful Services: housing, firewood options, Lion’s Club, Love, INC., massages, PCHS, the volunteers feeding us, all services were helpful, food, spay & neuter, Alaska housing, haircuts, Freedom House, dog food and vet, Food Bank, GCI, SNAP, clothing, Job Center, Re-Entry program, medical assistance, veterinarian services, men’s haircuts, CARTS, laundry voucher, Kenaitze, everyone we visited was very helpful, KPC, Independent Living Center, Ladies First, Quitline, Prayer area, blanket, towels, hygiene, clothing, VOC Rehab, PAO, Narcan, gynecology exam, Change 4 the Kenai, talked with a gentleman about my grieving and where to get support, Public Health, flu shot, disability, information to get my cat neutered, LeeShore, ABC Pregnancy, ADRC, shower vouchers, medical.

Services Needed but Not Provided: Chiropractic, boots, legal help, mental health, men’s housing, fuel/gas, ID, foot care, women’s snow boots and jackets, lifeline phone, clothing, PCA, information on how to direct homeless people to the right resources, care coordinator, replace lower dentures.

Heard about the Event from: friends, newspaper, word of mouth, mom, Love, INC., flyers, AA, church, Facebook, family, Pastor Karen Tichenor, radio, TLC, people and from last year, Food Bank, Kenaitze, police department, ILC sign, Department of Labor, boyfriend, staff, went last year, Freedom House, email from vocational office, PCHS counselor, community, been coming 5 years, flyers through VA rep., friend I rode with, flyers by bathrooms, signs by intersection lights, the shelter I live in, we spread the word by whispering ear to ear – you open and we will come, this is my third year, Friendship Mission.

Would you use an Emergency Cold Weather Shelter in community if available?

- Yes = 109 (90%)
- No = 8 (6%)
- NA = 5 (4%)

Suggestions for notifying people about the Cold Weather Shelter: Radio station, KSRM, social media, word of mouth, keep in programs of AA, NA and churches, haircuts, bulletin boards at Safeway and Frey Meyer, phone, notice at Kenai Job Service, text, posters, pamphlets, jail, Food Bank, signs, cab drivers, the business next to the old Italian Garden (next to Salvation Army), post everywhere, cousin's friend, emergency contact memo,

Other Comments:

- It's very good to see the community and the homeless connect with each other in these times of hardships. A blessing to all. Thank you.
- Was happy to attend.
- Thank you all!
- Amazing job – thank you!
- I got here late but this event is critical for the area – thank you!!
- Thank you!
- Thank you – God Bless!
- Thanks and volunteers were awesome.
- Great job – excellent food.
- Very helpful to my needs.
- Overwhelming crowd.
- This was very nice. Thank you all.
- Keep up the good work.
- Love how the community gets together to help those in need.
- It's a good thing for the community.
- Just want to say thank you.
- Food was helpful.
- Love the program.
- Community needs public bus services.
- Questions too personal at intake – last 4 of social too personal.
- All are awesome.
- Ya'll are awesome!
- Really wish there were a cold weather shelter and local bus route.
- Thank you so much to all who donated time and items – very grateful.
- Thank you very much!
- Thank you for your time – it was absolutely amazing.
- Need buses and GCI in Kenai.
- Great job.
- Thanks for the help.
- I love this program – thank you.
- Very good to have.
- First time to an event like this – it was great, thank you!
- Very good event for the community and thank you all for everything.

- Everyone was so helpful and happy.
- Need more supplies for babies.
- This is amazing service.
- This is my third year and look forward to it.
- Women and children's shelter for women that aren't domestic violence.
- We really like all the services.
- Keep up the excellent job.
- Thank you all and God bless.
- It was all very helpful – thank you so much!
- This was very helpful and I will be here next year.
- The organization of this activity has been much better than in the past.
- Wonderful experience.
- Thank you - so very helpful for the community!



Our gratitude and thanks to all the following volunteers, vendors, and donors who helped make this event possible!

VOLUNTEERS

Abby Struffert	Fred Koski	Marti Slater
Adele Tracey	Gail Kennedy	Marquitta Andrus
Alaska Christian College	Georganne Roberts	Mary Bell
Alecia Gottlob	Grace Richmond	Mary Madera
Alexis Cole	Greg Meyer	Mary Starrs Armstrong
Alexis Wells	Haiden Wilkinson	Mathyas Smith
Allie McGahan	Hal Smalley	Megan Silta
Allison Bushnell	Hallie Fisher	Melissa Cline
Amorette Payment	Hanah Burrell	Melissa Daugherty
Amy Lynn Burdett Belue	Hannah Leaders	Melody Buhr
Anastasia Monyahan	Heather Rasch	Michelle Blackwell
Andrew Pieh	Howard Hill	Mike Major
Andy Knapp	Jackie Scurlock	Mike Petty
AnnaMae Gilliam	Jason Bohac	Missy Nelson
Annette Hubbard	Jeannette Kimes	Morganette Finch
Annie Burns	Jeannine Morse	Nancy Henning
Anthony Alvey	Jenipher Young	Natalie Merrick
April Hall	Jenna Barry	Natalya Oskolkoff
Ashley Blatchford	Jennifer Aamodt	Pamela Howard
Ashley Fann	Jennifer Beckmann	Patricia Haywood
Ashley Kreider	Jennifer Waller	Patrick Tassell
Audre Hickey	Jennifer Wood	Patty Eissler
Avery Ciufu	Jennifer Youngberg	Paul Echin
Bailey Conner	Jerri Scott	Raven Willoyz-Williams
Barbara Norbeck	Jill Dufloth	Rebecca Hall
Barbara Trombley	Jolene Riske	Regan Evans
Bessie Phillip	Jodi Stuart	Renee Lipps
Beth Selby	Josie Josephson	Rick Oelrich
Bethany Warner	Judy Dexter	Robin Barry
Betty Harris	Judy Fandrei	Roger Branson
Bill Kelley	Judy Nugent	Ron Engebretson
Bobbi Jedlicki	Justin Ruffridge	Ronda Oglesby
Bobbi Stelljes	Kaitlyn Farmer	Rose Kimbrell
Brenda Chamness	Kambree Whitton	Sally Oelrich
Brent Hibbert	Karen Martin-Tichenor	Samantha Haakenson
Briana Hoge	Kasilof Community Church	Sarah Rozak
Brooke Walters	Kathy Gensel	Sarge Truesdell
Caitlin Sparks	Katie Cowgill	Scott Belue
Cami Zifko	Katie Derleth	Scott Pitsch
Carol Anderson	Kaytlin McAnelly	Selena Payment
Charles Kuhlmann	Kelley Kress	Shannon Logan
Chelsey Carter	Kellie Bartelmay	Shannon Schjoll
Cheri Smith	Kelly Whitmore	Shari Connor
Cindy Rombach	Kiara Forkner	Sharon Kelly
Claire Calhoun	Kimberly Earll	Sheilah-Margaret Pothast
Clayton Dempster	Kimberly Haviland	Sherly Carroll

Dan Gensel
Danika Buffan
Danyelle Wight
Dawn Kelly-Larson
Debra Martin
Denise Owens
Derek Black
Derrick Jones
Diane Fielden
Don Thompson
Donn Wells
Doreen Borkowski
Doug Grzybowski
Duane Jennings
Emily Alvey
Emily Knight
Erik Gordon
Erin Martin
Frank Alioto

Kit Hill
Lara McGinnis
Laurie Walters
LeeAnne Crafton
Leonardo Bongolto
Leslie Rohr
Lexi Wells
Lin Kennedy
Linda Kendall
Linda Sipes
Linda Tannehill
Lindsey Anasogak
Linzey White
Lucas Netherland
Lydia Hopper
Madison Govin
Margie Outterson
Mark Larson
Marta Taylor

Sherra Pritchard
Sherry Martinovich
Sonia Seay
Stacie Hopper
Stephanie Hunt
Susan Smalley
Susie Allen
Tatum Rozak
Taylor Cochran
Taylor McNeel
Terri Kunz
Terri Scott
Tiffany Blanchard
Tiffney Carlson
Timothy Cole
Twyla Bentley
Valerie Rosin
Zachary Buckbee

IN-KIND DONATIONS

Addie Camp
Alaska's Best Water
Alaska Cab
Arby's
Bark Appeal, Inc.
Bearly Threaded Quilting Too
Bishop's Attic
Central Peninsula Hospital
City of Soldotna
Christ Lutheran Church
Coca Cola of Alaska
Coffee Express
Everything Bagels
Fine Thyme
First Baptist Church
Fred Meyer
Friendship Mission
Gold Paw Series
Hilcorp
Independent Living Center
Jeanne Acton
Kaladi Brothers
Kenai Chamber of Commerce
Kenai Kennel Club
Kenai Peninsula Food Bank
Kenai Peninsula Re-Entry Coalition

Kenai United Methodist Church
Kendall Ford/Chrysler
KPAL
Louie's Restaurant
Marathon Petroleum
Midnight Son Seventh Day Adventist Church
Moira Pyhala
Odom Corporation
Odie's
Papa John's Pizza
Pizza Boys
Quilters for Cause
Save U More
Shellie Saner
Skyview Middle School Student Council
Soldotna Chamber of Commerce
Soldotna Church of God
Soldotna Trustworthy Hardware and Fishing
Soldotna United Methodist Church
Sophie Sorensen - Miss Alaska Collegiate 2020
Terri Kunz
The LeeShore Center
Three Bears
Twin Cities Veterinary
Wildwood Inmate Program

CASH DONATIONS

Alaska Housing Finance Corporation
Alaska Mental Health Trust Authority
American Legion Auxiliary 20
Bishop's Attic
City of Kenai

Kenai Peninsula CHARR, Inc.
Kenai Peninsula Foundation
North Star United Methodist Church
VFX Auxiliary Post 10046

We sincerely apologize if we have missed any donor or volunteer

Endnote: Data was secured through the PHC event held on January 29, 2020.



Project Homeless Connect

A decade of supporting those in housing crisis

January 27, 2021-February 8, 2021

Point in Time Count

Where did you stay on the night of January 26th, 2021?

Those that participate will be provided free backpacks with food, blankets, comfort kits, and resources at the following locations and times:

<u>DATE:</u>	<u>TIME:</u>	<u>LOCATION:</u>
1/27/2020	All day	Lee Shore Center (for Domestic Violence victims)
1/27/2020	All day	Love INC
1/27/2020	11am until gone	Soldotna United Methodist Church Food Pantry
1/28/2021	9am - 11am	Nikiski North Star United Methodist Church
1/29/2021	11:30 - 4pm	Kenai Peninsula Food Bank - (lunch and food pickup in back)
2/1/2021	2pm until gone	Ninilchik Senior Center
2/1/2021	Noon until gone	Kenai United Methodist Church
2/2/2021	11am until gone	Sterling Senior Center

For More Information Please Call: 907.420.4514

This list is subject to change. KPBSD posts flyers as a community service. Such posting does not constitute an endorsement for or against the materials and viewpoints expressed in them. Please contact the sponsoring organization regarding their COVID19 mitigation plans.

HOMER AREA

PROJECT HOMELESS CONNECT

2020 REPORT



No one deserves to lose hope.

The Homer Project Homeless Connect Steering Committee is proud to report on Homer’s first Project Homeless Connect (PHC) event, which was part of the Kenai Peninsula’s 9th Annual Project Homeless Connect on January 29, 2019. Our success was due to the collaborative effort between service providers from both public and non-profit sector, local businesses, and volunteer community members.

Homer Project Homeless Connect Vendors (28)

907Vets	KPBSD Students in Transition
Alaska Department of Labor	Kenai Peninsula College Nursing Students
Alaska Division of Public Assistance	Kenai Peninsula College Adult Education
Alaska Housing Finance Corporation	Kenai Peninsula Votes
Alcoholics Anonymous	Nine Star
Clippership Barber Shop	Ninilchik Traditional Council
Cook Inlet Council on Alcohol & Drug Abuse	Salvation Army Center
Department of Veterans Affairs	Set Free Alaska
Hair Stylist Jamie Braby	Short Cuts
Homer Community Food Pantry	South Peninsula Behavioral Health Services
Homer Public Health Center	South Peninsula Haven House
Independent Living Center	South Peninsula Hospital
Kachemak Bay Family Planning Clinic	Sprout Family Services
Kachemak Bay Lions Club	SVT Health & Wellness

Population Served

There were 97 individuals who signed in to the PHC event. A total of 70 individuals completed the Intake process, and 84 people were represented in those Intakes. Only 1 person reported participating in 2 previous PHC events, and 69 individuals reported this was their first time participating in PHC. There were 8 individuals aged 24 years or younger who reported as ‘Head of Household’, and 16 dependents (under 18 years) were recorded.

Household Type

	Frequency	Percent
Adult Household (no children)	49	70%
Household w/adults & children	20	29%
Household w/only youth	1	1%
Total	70	100%

Veteran Status

	Frequency	Percent
Yes	5	7%
No	65	93%
Total	70	100%

Race

	Frequency	Percent
American Indian/Alaska Native	27	32%
Asian	0	0%
Black/African American	2	2%
Native Hawaiian/Pacific Islander	1	1%
White	59	70%
Client doesn't know	0	0%
Client Refused	1	1%
Total	84	106%

**Percentages above are based on 84 individuals who self-reported being associated with one or more races.*

Ethnicity

	Frequency	Percent
Non Hispanic/Non Latino	73	87%
Hispanic/Latino	5	6%
Client doesn't know	0	0%
Client Refused	6	7%
Total	84	100%

Gender

	Frequency	Percent
Female	36	43%
Male	48	57%
Trans Female – Male to Female	0	0%
Trans Male – Female to Male	0	0%
Gender Non-Conforming	0	0%

Client doesn't know	0	0%
Client Refused	0	0%
Total	84	100%

Head of Household

	Frequency	Percent
Self	70	83.5%
Head of Household's partner	1	1%
Head of Household's child	13	15.5%
Other relation member	0	0%
Non-relation member	0	0%
Total	84	100%

Health Insurance

	Frequency	Percent
Yes	56	82%
No	12	18%
Total	68	100%

Disabling Conditions

	Frequency	Percent
Alcohol Abuse	1	3%
Alcohol & Drug Abuse	3	9%
Chronic Health Condition	14	41%
Developmental	4	12%
Drug Abuse	2	6%
HIV/AIDS	0	0%
Mental Health Problem	16	47%
Physical	16	47%
Client Doesn't Know	0	0%
Client Refused	0	0%
Total	34	162%*

**Percentages above are based on 34 individuals who disclosed one or more conditions affecting ability to retain housing.*

Income Received Last 30 Days

	Frequency	Percent
Alimony/Spousal Support	0	0%
TANF	0	0%
Child Support	1	1%
Earned Income	9	13%

General Assistance	6	9%
Pension/Retirement	0	0%
Private Disability Insurance	0	0%
SSDI (Disability)	4	6%
SSI (Supplemental)	6	9%
Retirement from SSI	1	1%
VA Service Disability Compensation	0	0%
VA Non-Service Disability Compensation	1	1%
Unemployment Insurance	3	4%
Worker's Compensation	1	1%
Other	5	7%
Client Doesn't Know	0	0%
Client Refused	0	0%
N/A	35	52%
Total	67	104%*

**Percentages above are based on 67 individuals who responded with one or more income source.*

Victim of Domestic Violence

	Frequency	Percent
Yes	29	41%
No	41	59%
Client Doesn't Know	0	0%
Client Refused	0	0%
Total	70	100%

**Of the 29 individuals who responded they were victims: 62% identified as female and 38% identified as male.*

If Yes to Above, Fleeing Domestic Violence

	Frequency	Percent
Yes	2	8%
No	23	92%
Client Doesn't Know	0	0%
Client Refused	0	0%
Total	25	100%

Primary Alaska Regional Corporation/Tribal Affiliation

	Frequency	Percent
Ahtna Corp.	1	2%
Aleut Corp.	1	2%
Arctic Slope Regional	1	2%
Bering Straits	0	0%
Bristol Bay Native Corp.	4	6%
Calista Corp.	0	0%

Chugach Alaska Corp.	0	0%
Cook Inlet Regional	1	2%
Doyon Limited Corp.	0	0%
Koniag Incorp.	1	2%
NANA Regional Corp.	1	2%
Sealaska	0	0%
13 th Regional Corp	0	0%
Client Doesn't Know	1	2%
Client Refused	0	0%
N/A	48	76%
Other	4	6%
Total	63	102%*

**Percentages above are based on 63 individuals who self-reported one or more Corporation or Tribal affiliations.*

Eviction Notice Received This Month

	Frequency	Percent
Yes	5	7%
No	64	91.5%
Client Doesn't Know	1	1.5%
Client Refused	0	0%
Total	70	100%

Ever in Foster Care System

	Frequency	Percent
Yes	12	17%
No	57	83%
Client Doesn't Know	0	0%
Client Refused	0	0%
Total	69	100%

Time in Foster Care

	Frequency	Percent
Months	7	70%
Year(s)	3	30%
Total	10	100%

Prior Living Situation

	Frequency	Percent
Homeless Situation:	21	30%
Place not habitable	18	86% (out of 21), 26% (out of 70)
Emergency Shelter	1	5% (out of 21), 1% (out of 70)

No answer	2	9% (out of 21), 3% (out of 70)
Institutional Situation:	None reported	
Foster Care/Group Home		
Hospital/Non-Psychiatric Residential Facility		
Jail/Prison/Juvenile Detention		
Long Term Care Facility/Nursing Home		
Psychiatric Hospital/Facility		
Substance Abuse Treatment		
Temporary or Permanent Housing Situation:	49	70%
Residential Project/Halfway House	0	0%
Hotel/Motel paid for without ES Voucher	4	8% (out of 49), 6% (out of 70)
Transitional Housing for Homeless Youth	0	0%
Host Home (non-crisis)	0	0%
Staying w/family	10	20.5% (out of 49), 14% (out of 70)
Staying w/friends	10	20.5% (out of 49), 14% (out of 70)
Rental by Client on GPD TIP subsidy	0	0%
Rental – VASH subsidy	1	2% (out of 49), 1.5% (out of 70)
Permanent Housing	0	0%
Rental by Client with RRH Subsidy	0	0%
Rental by Client with HCV Voucher	0	0%
Rental by Client in Public Housing	2	4% (out of 49), 3% (out of 70)
Rental By Client no on going housing subsidy	16	33% (out of 49), 23% (out of 70)
Rental by client on going housing subsidy	2	4% (out of 49), 3% (out of 70)
Owned by client no on going housing subsidy	3	6% (out of 49), 4% (out of 70)
Owned by client on going housing subsidy	1	2% (out of 49), 1.5% (out of 70)
Total	70	100%

**Percentages above are calculated first based on the total number of individuals who reported the specific Living Situation, and second based on the total number of respondents.*

Duration of Homelessness

Homeless Situation	21	31%
One night or less	0	0%
Two to six nights	0	0%
1 week or more (less 1 month)	1	5% (out of 21), 1% (out of 68)
1 month or more (less 90 days)	4	19% (out of 21), 6% (out of 68)
90 days or more (less 1 year)	8	38% (out of 21), 12% (out of 68)
One year or more	8	38% (out of 21), 12% (out of 68)
Institutional Situation	None reported	
One night or less		
Two to six nights		
1 week or more (less 1 month)		
1 month or more (less 90 days)		
90 days or more (less 1 year)		
One year or more		
Temporary or Permanent Housing Situation	47	69%
One night or less	0	0%
Two to six nights	3	6% (out of 47), 4% (out of 68)
1 week or more (less 1 month)	3	6% (out of 47), 4% (out of 68)
1 month or more (less 90 days)	10	21.5% (out of 47), 15% (out of 68)
90 days or more (less 1 year)	12	26% (out of 47), 18% (out of 68)
One year of more	19	40.5% (out of 47), 28% (out of 68)
Total	68	100%

**Percentages above are calculated first based on the total number of individuals who reported the specific Living Situation, and second based on the total number of respondents.*

Homeless Episodes in past 3 years

	Frequency	Percent
1 time	16	30%
2 times	7	13%
3 times	6	11%
4 or more	12	23%
N/A	12	23%
Total	53	100%

Total Number of Months Homeless in past 3 years

	Frequency	Percent
Less than 1 Month	3	5.5%
1 to 12 Months	21	39.5%

More than 12 Months	17	32%
N/A	12	23%
Total	53	100%

Supplemental Questions

Form of Transportation you typically use?

	Frequency	Percent
Own Vehicle	35	49.3%
Friend/Family Member	8	11.3%
Public Transport	0	0%
Taxi	5	7%
Walk / Ride Bike	20	28.3%
Hitchhike	3	4.2%
N/A	0	0%
Total	71	100.1%*

**Percentages above are based on 70 individuals who responded with one or more forms of transportation.*

How did you get to event today?

	Frequency	Percent
Own Vehicle	26	37%
Friend/Family Member	17	24.5%
Event Sponsored Shuttle	3	4%
Taxi	8	11.5%
Walk/Bike	11	16%
Hitchhike	5	7%
Total	70	100%

Would you use a community bus route system?

	Frequency	Percent
No	8	12%
Daily	43	62%
Weekly	12	17%
Monthly	0	0%
Seldom	6	9%
Never	0	0%
Total	69	100%

Interested in Narcan Kit

	Frequency	Percent
Yes	27	41%
No	39	59%
Total	66	100%

Participant Exit Survey *

	Yes	No	Somewhat
The event was helpful to me.	55	0	3
I felt respected and supported.	58	0	0
Service Providers were friendly and helpful.	57	0	1
I learned about more resources and services in community.	53	2	3

**58 out of 70 individuals (83%) filled out the Exit Survey.*

Participant Exit Questions

What items or services were most helpful?

There were 18 responses stating that having all the services in one spot was the most helpful, 10 people said clothing/warm clothes/winter gear, 7 people said housing info, 6 people said the opportunity for a haircut, and 6 people mentioned the friendliness of volunteers/helpfulness of the escorts. The following item or services were also mentioned: Salvation Army, Medicaid, senior services, shower/laundry vouchers, dog food, Food Pantry, VA services, amenities, Public Assistance, diabetes testing, employment services, hygiene supplies, Haven House, flashlights, housewares, Independent Living, food, Food Stamps, flu shot, Sprout, child care, and Mental Health.

Were there any items or services you needed that were not provided?

There were 29 individuals who responded 'No' to this question. Those who responded 'Yes' listed: more warm winter gear for men and women, gas vouchers, toilet paper, razors, large backpacks, ID services, permanent housing, house repairs, primary care physicians, utility companies, and job offers.

How did you hear about this event?

Flyer (15), Food Pantry (14), Radio (9), Word of Mouth (9), Church (8), Facebook (6), Newspaper (3), Email (2), School (2), Public Assistance/Job Center (2), The Center, Walk-in.

Would you use an Emergency Cold Weather Shelter in community if available?

Yes = 48 (84%)

No = 5 (9%)

NA = 4 (7%)

Suggestions for notifying people about the Cold Weather Shelter:

Word of Mouth (9), Food Pantry (9), Radio (9), Facebook (8), Phone/Text (6), Flyer (4), Sirens, Email, Laundromat, Church, Anchor Point Food Pantry, Library, Gas Station, Billboard.

Other Comments:

- Thank You (18)
- Keep up the good work (2)
- Please keep doing this (2)
- Will give back when able
- Would have preferred water bottles instead of SVT bottles
- More publicity during event
- More help for veterans
- Emergency Shelters need to be animal friendly
- Bus system in Homer
- Would like to see sober living house
- Legal assistance
- Loved coming
- Needs shelter and job
- Awesome event for new members of the community

Homer Project Homeless Connect Steering Committee:

Cinda Martin	Monica Anderson
Jane Dunn	Dana Roberts
Derotha Ferarro	Kathy McMurray
Bonita Banks	Sharon Bond
Lisa Talbott	Lindsey Collins

**The Committee would like to give a special thanks to Kathy Gensel Co-Chair of the Kenai Peninsula Project Homeless Connect Steering Committee, for all her help and support.*

Our gratitude and thanks to all of the following volunteers and donors who helped make Homer's first Project Homeless Connect possible!

Volunteers (45)

Winston Ajakaye	Bob Hartley	Thomas McDonough
Pamela Brant	Sherrie Hartley	RJ Nelson
Derek Bynagle	Kathy Hill	Dave Nofziger
Vianney Chauvet	Tiyana Hill	Laurie Palo
Denice Clyne	Shay Hoffman	Stephanie Rodriguez
Josh Collins	Jim Hornaday	Debbie Smith
Kelly Cooper	Karen Howorth	Sherry Stead
Jackie Delacruz	Diane Hughes	Dean Sunmark
Shelly Erickson	Noralee Itchoak	Mary Trimble
Vivian Finlay	Don Keller	Charlie Von Norman
Liz Garvey	Ronnie Leach	Dennis Weidler
Grace Godfrey	Devony Lehner	Ernest Whipple
Hannah Gustafson	Missy Martin	Linda Young
Jenn Halpin	Laura McBride	Bryan Zak
Linda Harris	Shannon McBride-Morin	Karen Zak

In-Kind Donations

Bumps	K-WAVE/KPEN/KGTL Radio
Coop's Coffee	Kachemak Bay Family Planning Clinic
Downtown Rotary Club	Kachemak Bay Rotary
Emblem Club #350	Kachemak Gear Shed
Fat Olives	KBBI AM 890
GCI	Kenai Peninsula Project Homeless Connect
Hilcorp	Kostas Taxi
Homer Animal Friends	KPBSD Students in Transition
Homer Community Food Pantry	NOMAR
Homer Thrift	South Peninsula Haven House
Homer United Methodist Church	South Peninsula Hospital
Homer Veterinary Clinic	South Peninsula Hospital Auxiliary
Independent Living Center	SVT Health & Wellness

Cash Donations

Alaska Housing Finance Corporation
Bridges Community Resource Network Inc.
Kachemak Bay Rotary

We sincerely apologize if we have missed any donor or volunteer.

Endnote: Data was secured through the Homer PHC event held on January 29, 2020.

This report was compiled by the Homeless Connection regarding our first Project Homeless Connect event, which we called Seward Cares. The event was held at the Church of the Nazarene in Seward on January 29th, 2020. We were pleasantly surprised by the amount of involvement from our community, including the service providers, volunteers, and other community organizations, all of which made this event possible.

Special thanks goes to:

Event co-chairs: Christiana Smith and Frances Azzad-Smith
 Volunteers: Laura Schneider
 Transportation: Dolly Wiles
 Publicity: Carolyn Roloff

Vendors and individuals providing services during the event:

Advanced Physical Therapy
 Alaska Housing
 Chugachmiut
 The Closet
 Homeless Connection
 Independent Living Center
 Kenai Public Health
 Providence Seward Medical Center
 Save Our Seward Pets
 Seaview
 Senior Center
 Seward Community Health Center
 Students in Transition (KPBSD)

Michelle
 Gunner
 Local clergy

Demographics of population served:

Twenty-five (25) individuals participated in the PHC event. The information below is based on 23 individuals who signed a Release of Information form. A total of 15 individuals reported that this was their first time participating in a PHC event, and 2 individuals had reported participation in previous events.

Gender

	Frequency	Percentage
Male	11	48%
Female	12	52%

Total	23	100%
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Age

	Frequency	Percentage
Under 18	0	0%
18-24	0	0%
25-44	4	17%
Over 45	12	52%
Did not answer	7	30%
Total	23	100%

Race

	Frequency	Percentage
White	15	65%
American Indian or Alaska Native	8	35%
Total	23	100%

Veteran

	Frequency	Percentage
Yes	5	22%
No	18	78%
Total	23	100%

Household type

	Frequency	Percentage
Adult household (no	19	83%

children)		
Adult household with at least one child under 17	4	17%
All youth household	0	0%
Total	23	100%

Health insurance

	Frequency	Percentage
Yes	14	61%
No	4	17%
Did not answer	5	22%
Total	23	100%

Employed

	Frequency	Percentage
Yes	4	17%
No	18	78%
Did not answer	1	4%
Total	23	100%

Fleeing domestic violence

	Frequency	Percentage
Yes	0	0%
No	8	35%
Did not answer	15	65%
Total	23	100%

Eviction notice received this month

Slept prior night

	Frequency	Percentage
<i>Homeless</i>		
Place not meant for habitation	2	9%
<i>Transitional/permanent</i>		
Motel or hotel	1	4%
Staying with friends	3	13%
Stayed with family	2	9%
Mobile home or camper	2	9%
Boat	2	9%
Rental apartment/house	10	43%
Did not answer	1	4%

Duration of homelessness

	Frequency	Percentage
<i>Homeless</i>		
Up to 1 year	1	4%
>12 months	1	4%
<i>Transitional/permanent</i>		
Not currently homeless	4	17%
1-7 days	0	0%

1 week to 1 month	0	0%
1 month to 3 months	0	0%
3 months to 12 months	2	9%
>12 months	6	26%
Did not answer	9	39%

Homeless episodes in past 3 years

	Frequency	Percentage
0	4	17%
1-3	3	13%
4 or more	6	26%
Did not answer	10	43%
Total	23	100%

Introduced by: Mayor
Date: 01/05/21
Hearing: 01/19/21
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-19-15**

AN ORDINANCE APPROPRIATING \$112,341.16 FROM THE LAND TRUST FUND FUND BALANCE TO BE TRANSFERRED TO THE LAND TRUST INVESTMENT FUND REPRESENTING THE FISCAL YEAR 2020 TRANSFER OF LAND SALES REVENUE TO THE LAND TRUST INVESTMENT FUND PER KP 5.20.080(B)

WHEREAS, the Land Trust Investment Fund (LTIF) was established in September 2018 per KP 5.20.080(B) Ordinance 2018-29 to manage the financial assets related to borough lands for the long-term benefit of the borough residents; and

WHEREAS, per KP 5.20.080(B) the net proceeds of land sales will be transferred from the Land Trust Fund (LTF) to the LTIF provided that the fund balance policy minimum requirements of the LTF are met; and

WHEREAS, due to timing and the requirement to close the fiscal year 2020 ledgers in order to identify the amount of land sales revenue available for transfer to the LTIF, actual land sales revenue collected in the LTF in fiscal year 2020 was \$612,341.16, exceeding the budgeted amount by \$112,341.16; and

WHEREAS, this ordinance transfers \$112,341.16 above the originally budgeted \$500,000 transfer amount from the LTF to the LTIF per KP 5.20.080(B);

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

SECTION 1. That \$112,341.16 is appropriated from the Land Trust Fund fund balance to be transferred from the Land Trust Fund account 250.21210.50252 to the Land Trust Investment Fund account 252.38250 per KP 5.20.080(B).

SECTION 2. That upon enactment this ordinance shall be effective retroactively on October 1, 2020.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 5TH DAY OF JANUARY, 2021.

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: December 22, 2020

SUBJECT: Ordinance 2020-19- 15, Appropriating \$112,341.16 from the Land Trust Fund, Fund Balance to be Transferred to the Land Trust Investment Fund Representing the Fiscal Year 2020 Transfer of Land Sales Revenue to the Land Trust Investment Fund Per KPB 5.20.080(B) (Mayor)

The Land Trust Investment Fund (LTIF) was established in September 2018 per KPB Ordinance 2018-29 to manage the financial assets related to borough lands for the long-term benefit of the borough residents.

KPB 5.20.080(B) sets out that the net proceeds of land sales will be transferred from the Land Trust Fund (LTF) to the LTIF provided that the fund balance policy minimum requirements of the LTF are met. The June 30, 2020 ledger has been closed and is currently nearing the completion of the fiscal year 2020 audit, pending the Federal OMB Compliance Supplement encompassing coronavirus relief funds. The LTF currently has a fund balance of \$1.9 million, which is well within the minimum fund balance requirements and approximately \$600,000 more than originally anticipated per the fiscal year 2020 budget. This is due to the fiscal year 2019 land sales transfer to the LTIF being approximately \$565,000 less than budgeted.

This ordinance transfers \$112,341.16 above the originally budgeted \$500,000 transfer amount from the LTF to the LTIF per KPB 5.20.080(B), representing the fiscal year 2020 land sales revenues.

Your consideration of this ordinance is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No. <u>250.27910</u>	Amount: <u>\$112,341.16</u>
By: <u><i>PP</i></u>	Date: <u>12/16/2020</u>

Introduced by: Mayor
Date: 01/05/21
Hearing: 01/19/21
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-19-16**

AN ORDINANCE ACCEPTING AND APPROPRIATING A \$150,164.45 GRANT FROM THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION, GULF OF ALASKA PINK SALMON FISHERY DISASTER RELIEF PROGRAM, ADMINISTERED BY THE PACIFIC STATES MARINE FISHERIES COMMISSION TO IMPROVE FISH PASSAGE AT OLD EXIT GLACIER ROAD BRIDGE #1

WHEREAS, the Pacific States Marine Fisheries Commission is administering the Gulf of Alaska Pink Salmon Fishery Disaster Relief funding from the National Marine Fisheries Service for eligible municipalities that have been identified as meeting specific criteria that location is within the affected areas, that the 2016 pink salmon landings within the affected municipality had a minimum ex-vessel value of \$10,000 and that the eligible municipality demonstrated revenue loss in 2016 as compared to the five even year average from 2006 through 2014 based on commercial operators annual report data; and

WHEREAS, the borough has been notified that it meets the eligibility requirements to be awarded \$150,164.45 for the purpose of developing, improving, or maintaining infrastructure that supports pink salmon commercial fisheries; and

WHEREAS, the borough has identified the need to install a stream-bed simulation culvert at the Old Exit Glacier Road bridge #1 located in Bear Creek with the intent of improving stream bank re-vegetation and stabilization for the identified pink salmon spawning recorded in adjacent waters; and

WHEREAS, at its regularly scheduled meeting held January 12, 2021, the Road Service Area Board recommended to _____ the grant and the expenditure of local funds in the amount of \$4,835.55; 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 \$150,164.45 from the National Oceanic and Atmospheric Administration, Pacific States Marine Fisheries Commission and to execute a grant agreement and any other documents deemed necessary to accept

and to expend the grant funds and to fulfill the intents and purposes of this ordinance.

SECTION 2. That grant funds in the amount of \$150,164.45 are appropriated to account 434.33950.21SAL.49999.

SECTION 3. That local funds to pay the administrative fee and project costs are appropriated from the Road Service Area Capital Project Fund fund balance in the amount of \$4,835.55 to be transferred to project account 434.33950.21SAL.49999.

SECTION 4. This ordinance shall become effective immediately upon its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2021.

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Kenai Peninsula Borough

Community & Fiscal Projects

MEMORANDUM

TO: Brent Hibbert, Assembly President
Members of the Kenai Peninsula Assembly

THRU: Charlie Pierce, Mayor *CP*
Brandi Harbaugh, Finance Director *BH*
Dil Uhlin, Roads Director *DU*

FROM: Brenda Ahlberg, Community & Fiscal Projects Manager *BA*

DATE: December 22, 2020

SUBJECT: Ordinance 2020-19- *16*__, Accepting and Appropriating a \$150,164.45 Grant from The National Oceanic and Atmospheric Administration, Gulf of Alaska Pink Salmon Fishery Disaster Relief Program Administered by the Pacific States Marine Fisheries Commission to Improve Fish Passage at Old Exit Glacier Road Bridge #1 (Mayor)

On January 18, 2017, the U.S. Secretary of Commerce declared the 2016 Gulf of Alaska pink salmon fishery a disaster under the Magnuson-Stevens Fishery Conservation and Management Act. Following this declaration, Congress appropriated \$56.3 million to address losses to the seven management areas in the Gulf of Alaska affected by the fishery failure: Kodiak, Prince William Sound, Chignik, Lower Cook Inlet, South Alaska Peninsula, Southeast Alaska, and Yakutat. The State of Alaska, in consultation with stakeholders and National Oceanic and Atmospheric Administration, National Marine Fisheries Service (NOAA), developed a distribution plan for the disaster funds.

On July 1, 2019, NOAA approved the distribution of \$53.8 million to restore losses for fisheries impacted by the 2016 Gulf of Alaska Pink Salmon Fishery Disaster. These funds will support research and provide payments to fishermen, crew and processors in the affected regions. The remaining \$2.4 million in disaster relief funds appropriated by Congress are to be distributed to municipalities that were affected by the disaster. The Pacific States Marine Fisheries Commission will distribute funds to the affected entities.

The borough received notification of grant award in the amount of \$150,164.45 for the purpose of developing, improving, or maintaining infrastructure that supports pink salmon commercial fisheries. The Road Service Area Board

December 22, 2020

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Re: O2020-19- 116

identified and recommended improving the Old Exit Glacier Road bridge #1 located in the unincorporated community of Bear Creek. This mitigation project is intended to replace a wooden bridge and improve fish passage in a recorded pink salmon spawning water body. The total budget is \$155,000 of which \$4,835.55 in Roads service area funds will be used to complete the project.

On January 12, 2021, the Road Service Area Board will meet and their recommendation will be provided for public hearing of this ordinance on January 19, 2021. The Road Service Area and the Purchasing and Contracting Department will work collaboratively to ensure grant reporting requirements are met. Projects must be completed by March 31, 2024.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Acct. No.	<u>434.27910</u>
Amount	<u>\$4,835.55</u>
By: <u>PP</u>	Date: <u>12/21/2020</u>

From: [Michael Arredondo](#)
To: [Ahlberg, Brenda](#)
Cc: [Brian Bissell](#)
Subject: <EXTERNAL-SENDER>PSFC Grant 21-067G - Pink Salmon Disaster
Date: Thursday, December 03, 2020 1:33:09 PM
Attachments: [21-067G Kenai Peninsula Borough.pdf](#)

CAUTION:This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

Brenda,

Attached to this email is PSMFC Grant 21-067G for the Kenai Peninsula Borough's Pink Salmon Disaster funding. Please ensure that this agreement is signed and return a copy as soon as possible.

Thanks,

Michael Arredondo
Grants and Contracts Specialist
Pacific States Marine Fisheries Commission
205 SE Spokane Street, Suite 100
Portland, OR 97202
(503) 595-3100



PACIFIC STATES MARINE FISHERIES COMMISSION
205 S.E. SPOKANE STREET, SUITE 100
PORTLAND, OREGON 97202-6487
PHONE: (503) 595-3100 • FAX: (503) 595-3232
www.psmfc.org

April 21, 2020

Gulf of Alaska Pink Salmon Fishery Disaster Relief Participants:

Municipality: KENAI PENINSULA BOROUGH

Contact: Brandi Harbaugh, Finance Director, finance@kpb.us

The Pacific States Marine Fisheries Commission is administering the Gulf of Alaska Pink Salmon Fishery Disaster Relief funding from National Marine Fisheries Service for eligible municipalities/boroughs that have been identified meeting specific criteria, which was outlined in our federal grant. The criteria are as follows:

- a) Municipality/Borough must be located within the affected areas,
- b) 2016 pink salmon landings in the municipality/boroughs must have had a minimum ex-vessel value of \$10,000,
- c) Eligible municipalities/boroughs must have demonstrated revenue (ex-vessel value) loss in 2016 as compared to the five even year average from 2006 through 2014 based on Commercial Operator's annual Report data.

The funds must be used for developing, improving, or maintaining infrastructure that supports pink salmon commercial fisheries in your community. Eligible municipalities/boroughs must identify project(s) that support infrastructure for commercial pink salmon fishing and other related shoreside fishery support facilities and/or equipment (e.g. cold storage, ice houses, docks, storage facilities).

Detailed project proposals for funding are to be submitted to the Commission office for review and approval. When approved, the Commission will enter into a subaward with your municipality. The projects must be completed by March 31, 2024. The proposals are to include a description of the problem addressing, how work will be accomplished, and a detailed budget. The amount of funds identified for your municipality/borough is **\$150,164.45**

In addition to the project proposals, the Commission must perform risk assessments on entities who are receiving federal funds. Under the Uniform Guidance 2 CFR 200 for subrecipient monitoring, we need to gather information and documents from your entity. As part of our risk assessment of a subrecipient, we perform the following process:

1. Check SAM (System Award Management) for suspended or debarred agencies
2. Review recent agency annual audit reports
3. Review a completed Subrecipient Survey
4. Request a FFATA Sub-awardee Certification
5. Request a W-9
6. If an agency is requesting indirect cost, a current Indirect Cost Agreement must be provided to the Commission office.

We have attached the necessary documents that need to be completed and returned to our office for the process to begin. Upon receipt of these documents the Commission will begin reviewing and should any questions arise, will contact your entity for further information.

If you have any questions, feel free to contact me at bbissell@psmfc.org or (503) 595-3100.

Sincerely,



Brian Bissell

Project Manager

Fishery Disaster Programs

VMS Reimbursement Program



Pacific States Marine Fisheries Commission

205 SE Spokane Street, Suite 100 Portland, Oregon 97202

Phone: 503.595.3100 | Fax: 503.595.3232

bbissell@psmfc.org | www.psmfc.org

"To promote the conservation, development and management of Pacific coast fishery resources through coordinated regional research, monitoring and utilization"

Bridge removals for Culvert replacement

7-20-20

Old exit glacier rd Bridge #1

This is a short bridge made of lumber which is rotting away. In stead of making the needed repairs we would like to eliminate the bridge and replace it with an anadromous stream culvert. The stream is about 5 feet wide , one foot deep and is flowing rather slowly. See pictures below.







Final Spending Plan for funds appropriated to address the 2016 Gulf of Alaska pink salmon disaster declaration.

Guiding principles for disaster funds distribution: disbursement of funds will be prioritized based on the following criteria: 1) funds will be allocated to improve fishery information to better assess and forecast future fishery performance; 2) fishery participants directly involved and harmed by the 2016 pink salmon disaster; 3) funds will be disbursed to positively affect the broadest number of people possible; and 4) address losses to primary business and infrastructure that directly support pink salmon fisheries and that incurred the greatest losses as a result of the disaster.

Categories of entities eligible to receive disaster relief funds:

- **Research:** Funds will be used for applied research or research activities to improve the resource managers' ability to better understand pink salmon ecology and abundance, and improve pink salmon forecasts in the future.
- **Fishery participants:** Defined based on Commercial Fishery Entry Commission permit holders named on fish tickets for the 2016 salmon fishing season, in the affected management areas. Crew members will be eligible for compensation based on the fishery participant being eligible to receive disaster funds.
- **Municipalities:** Municipalities must be located within the affected areas and must have had pink salmon landed in the community. Disbursement of disaster funds will be based on the value of the State of Alaska's Fishery Business tax.
- **Processors:** Defined as processors that processed pink salmon in 2016 in the affected management areas. To be eligible to receive disaster funds, processors must be able to demonstrate a minimum first wholesale revenue of pink salmon of \$10,000 in 2016. For processors to receive full payment of disaster funds, each processor must submit a spending plan outlining a process to compensate processing employees for lost wages, as defined by criteria (see below).

Distribution process: Distribution of disaster funds will follow the following steps.

Step One – Research - \$3,630,000: Research funds will be deducted from the total amount of disaster funds prior to any distribution to the other entities. The projects outlined below will improve information used to manage the pink salmon fisheries in Alaska. The increased and improved information generated from these studies will assist fishery managers in understanding the abundance and ecology of pink salmon, improve the ability for resource managers to identify future poor runs and communicate that to those affected by the 2016 disaster. In addition, research and development of innovative pink salmon marking techniques will improve the economic performance of the pink salmon fishery by making hatchery operations more efficient and increasing the amount of pink salmon available to fishery participants. Each of these efforts further our understanding of the cause of the 2016 pink salmon run failures and help managers avoid future salmon disasters. Funds will be allocated to the following research projects.

Kodiak Pink Salmon Saltwater Marking Sampling Plan

The Kitoi Bay Hatchery (KBH) is focused on providing enhanced common property salmon fishing opportunities for Kodiak Management Area fishermen since 1976. The primary contribution of the KBH

is to the Kodiak commercial fishery, but it also contributes to subsistence and recreational fisheries in the area. KBH is located on the southeast coast of Afognak Island and is relatively isolated from the major pink salmon producing areas of the archipelago. Afognak Island wild pink salmon production is estimated to represent about 8% of wild pink salmon production of the Kodiak Management Area. KBH is managed and operated by the Kodiak Regional Aquaculture Association (KRAA).

The capability to apply and read saltwater otolith marks to pink salmon has recently been developed as part of a collaboration between a private company, Southern Southeast Regional Aquaculture Association, the Sitka Sound Science Center, and KRAA. Pilot marking was completed at the KBH in 2017 and 2018, and the results of the marking to date are positive. Pilot testing indicates a reduction in annual costs to apply saltwater marks, as opposed to thermal marks, of approximately 90%. No thermal marking of pink salmon from KBH has been done to-date. The more efficient, low cost markers make a baseline study on Kodiak pink salmon more feasible. KRAA plans to begin 100% saltwater marking of pink salmon beginning in 2019.

Research is needed to make the KBH consistent with hatchery programs statewide; support certification to improve the Kodiak pink fishery and markets; and examine the proportion of hatchery fish in the harvest. This research project will evaluate saltwater marked otoliths, resulting in the following: 1) estimate of the proportion of hatchery pink salmon in the Kodiak fishery, 2) estimate of the proportion of hatchery salmon in streams, 3) better understanding and tracking of survival trends for pink salmon in the Kodiak area which may help identify factors related to survival, 4) information on migration which may be relevant to management strategies, and 5) test of saltwater marking methods that could provide significant cost savings statewide and effectively increase opportunity in the affected common property pink salmon fisheries. Thus, this research project is intended to both improve environmental and economic performance of the fishery affected by the disaster and improve fishery information.

This evaluation includes 1) stream sampling to detect the presence of hatchery-origin pink salmon in natural, pink salmon-producing streams; and 2) fishery harvest sampling to detect the presence and contribution of hatchery-origin pink salmon in selected Kodiak Management Area pink salmon fisheries. Results of otolith analysis will be informative on the spatial and temporal extent of stray hatchery pink salmon and will provide information to ADF&G management to test current assumptions about relative contributions of hatchery to wild-production. It is anticipated that once a baseline of information is collected, sampling can be substantially reduced to fishery harvest sampling only. This evaluation will be completed over a four-year period, 2019-2022. In years, 2019 and 2020, a partial sampling plan and otolith analysis will be completed to correspond to the pilot marking in 2017 and 2018. In years 2021 and 2022, a full-scale sampling plan and otolith analysis will be completed to correspond to the 100% marking in 2019 and 2020.

Total cost for this four-year project to produce, collect, and evaluate saltwater marked pink salmon at KBH is \$885,000. The cost estimate of the evaluation component is \$680,000 (see attached budget for breakdown by year and line item). KRAA will be responsible for capital and labor costs associated with development and production of marks, collection of samples, and otolith analysis, up to a total of \$435,000. ADF&G will collaborate with KRAA on the development of the sampling plan. Requested funds will go to KRAA. Total funding remaining and requested for this research project is \$450,000.

Alaska Hatchery Research Program

The Alaska Hatchery Research Program was established in 2011 to study the interaction of hatchery fish straying into wild systems for pink and chum salmon in Prince William Sound and for chum salmon in Southeast Alaska. This program has been funded by the State of Alaska, private-non-profit hatchery operators, processors, and competitive grants, and is overseen by a science panel composed of current and retired scientists from ADF&G, University of Alaska, aquaculture associations, and National Marine Fisheries Service.

The results of this ambitious project will examine genetic population structure among hatchery and natural fish, determine hatchery proportions in wild systems, and measure differences in fitness between hatchery- and natural-origin fish. This information is a critical element of assessing the impact of hatchery fish on wild production. Previous studies have been conducted on other Pacific salmon species with different life histories in locations where wild habitat has been compromised. This makes inferences from those studies to Alaskan circumstances tenuous.

To date the available funding (\$9.1M) has covered the first two components of this project: all the field work associated with the Prince William Sound and Southeast Alaska components. However, available existing funding is only sufficient for laboratory analysis in two of three generations at two of the five study streams in Prince William Sound. The program has not secured funding to complete the last generation at two streams and all generations for the three additional streams. Proposed work would support any fieldwork, laboratory analyses, statistical evaluations, and reporting necessary to complete this portion of the project. The anticipated cost of the remaining work, and the requested amount of disaster funds is \$2.5 million.

Southeast Alaska Coastal Monitoring Survey

The Southeast Alaska Coastal Monitoring (SECM) would survey juvenile pink salmon abundance in three annual surveys from June through August. Surveys focus on the primary seaward migration corridors of the Inside Northern Southeast region including Icy Strait and upper Chatham Strait.

The results are essential to reliably forecast Southeast pink salmon harvest. Previous surveys in this area have shown a strong relationship between juvenile pink salmon abundance and harvest the following year. Because the pink salmon harvest in Southeast has a high interannual variability (harvest has ranged from 3 to 95 million since 1960), information gained from the SECM project is essential in aiding seafood processors to form and prepare for harvest expectations the following year. It is also useful for ADF&G managers until inseason abundance indices are available.

Total cost for the SECM project is approximately \$680,000 to cover the project costs for the vessel and ADF&G personnel.

Step Two – Fishery Participants – \$32,044,231: Funds allocated to fishery participants will be calculated based on the loss of exvessel value to each management area as compared to the area's five even year average exvessel value. For each management area, disaster funds will be distributed such that each area's fishery value is equal to 82.5% percent of their respective five even year average exvessel value. The table below illustrates the amount of money necessary for each management area to achieve a total fishery value of 82.5% of each areas respective five even year average fishery value.

Providing each area the necessary funding to reach 82.5% of the average five even year exvessel value will compensate each areas participants, consistent with historical fishery performance, as defined by the five even year average fishery value.

Area	2016 final estimated exvessel value	Five year even average exvessel value (2006-2014)	2016 decrease in value relative to five-year even average value	Dollar difference between 2016 Final and Five year average	82.5% of 5 year average	Funds needed to reach 82.5% of 5 year average
Southeast	\$21,360,942	\$28,485,487	-25%	\$7,124,545	\$23,500,527	\$2,139,585
Yakutat	\$21,741	\$78,234	-72%	\$56,493	\$64,543	\$42,802
Lower Cook Inlet	\$110,512	\$454,796	-76%	\$344,284	\$375,207	\$264,695
Prince William Sound	\$23,031,536	\$52,668,063	-56%	\$29,636,527	\$43,451,152	\$20,419,616
Kodiak	\$6,959,984	\$16,832,087	-59%	\$9,872,103	\$13,886,472	\$6,926,488
South Alaska Peninsula	\$974,813	\$3,315,540	-71%	\$2,340,727	\$2,735,321	\$1,760,508
Chignik	\$121,373	\$741,711	-84%	\$620,338	\$611,912	\$490,539
Total						\$32,044,231
% of total funds						57%

Fishery participants must meet all of the following criteria to be eligible to receive disaster funds;

- a) Hold a Commercial Fisheries Entry Commission permit card for salmon in 2016,
- b) CFEC permit holder must have fished for pink salmon in 2016,
- c) CFEC permit holders in Southeast, Prince William Sound, Kodiak and South Alaska Peninsula must be able to document ADF&G fish ticket landings equal to or greater than 1,000 pounds of pink salmon landed in 2016. Participants in Yakutat, Lower Cook Inlet and Chignik must be able to document a minimum of one pink salmon landing in 2016.

Participants fishing within the Annette Island Reserve that do not hold a CFEC permit card are eligible, contingent upon demonstrating having fished for pink salmon in 2016 and landed equal to or greater than 1,000 pounds of pink salmon.

CFEC permit holders and Annette Island Reserve participants must be able to document a loss of 2016 pink salmon exvessel revenue compared to their average pink salmon exvessel revenue during the most recent five even years.

For participants that meet the above criteria, disaster funds designated for each area will be disbursed pro-rata to each permit holders' losses. Note, fishery participants do not need five even years of pink salmon history to qualify. The average of any even year participation between 2006-2014 will be the basis for comparison. For example, if a participant only fished 2010-2016, the basis for comparison would be their average pink salmon exvessel value for 2010, 2012 and 2014. For participants that only fished in 2014 and 2016 (and don't have an average), their 2016 fishery performance will be compared to their 2014 performance to determine whether a loss occurred.

For fishery participants that only fished in 2016 (no area specific fishing history in the most recent five even years), these individuals have no area specific average performance to determine whether a loss occurred. In the absence of individual fishing performance, new participants eligibility will be determined based on a comparison of their 2016 exvessel value compared to the area's gear specific five even year average exvessel fishery value. If a participant's gear specific 2016 exvessel value is below the area's gear specific five even year average fishery value, they will be eligible for a disaster fund

payment. Payments for new participants in 2016 will be pro-rata to their pink salmon loss as compared to the fishery average (same methodology as participants with area specific history).

Fishing Crew: Pink salmon fishery crew members will be eligible for disaster fund payments based on the fishery participant eligibility (if a fishery participant does not meet the above criteria, the vessels associated crew are not eligible for payment). As part of the fishery participants application for eligibility, each permit holder must also submit names of pink salmon crew members, address and crew share percentage for each crew member. If a permit holder is eligible for payment, each crew member will receive the designated share of the fishery participant's total payment as provided in the fishery participant's application.

Step Three – Municipalities – \$2,437,039: Municipalities are recipients of tax revenues from commercial fisheries, including pink salmon. These tax revenues are a direct function of the amount of pink salmon landed and the exvessel value of those pink salmon. Therefore, municipalities incurred lost tax revenue similar to fishery participants. To compensate for these losses each community within the affected management areas that received pink salmon landings in 2016 will be eligible to receive disaster funds. Communities that received pink salmon landings in 2016 will be eligible to receive funds equal to 1.5% of the five even year average exvessel value of pink salmon landed in the community. The 1.5% is the State of Alaska Fishery Business Tax that is normally collected and distributed to these communities.

Step Four – Processors – \$17,700,062: Processing facilities and workers were impacted by the low pink salmon returns in 2016. Some processing facilities received less volume of pink salmon and generated less revenue from pink salmon compared to previous years. The total amount of disaster relief funds available for processors is determined by comparing each processing companies 2016 pink salmon gross revenue, and their five even year pink salmon average gross revenue. Disaster funds will be distributed pro rata to the difference between the 2016 pink salmon gross first wholesale value and each processors five even year average gross first wholesale value for pink salmon. To be eligible to receive disaster relief funds, processors must meet the following criteria;

- a) Processors must have processed pink salmon in 2016,
- b) Processors must demonstrate a 2016 first wholesale value of \$10,000 or greater (determined based on COAR data),
- c) Eligible entities must demonstrate a revenue loss in 2016 as compared to the five even year average (based on COAR data)¹.

Distribution to processors will be done in two steps. Twenty-five percent of each processors overall distribution will be provided in step one, based on the above criteria. The second installment of funds is contingent upon each processor providing Pacific States Marine Fisheries Commission the processing workers that will receive disaster funds. Processing worker eligibility will be defined as processing workers:

- a) Employed at an eligible plant, performing hourly work during any part of July and August of 2016 and listed as eligible for rehire.
- b) Worked a minimum of 100 hours and a maximum of 420 hours during the months of July and/or August. (420 hours equates to 47.6 hours/week for July and August of 2016).

¹ Similar to fishery participants, processors average will be based on any of the five even years between 2006-2014. If they only processed in 2014 (and don't have an average), their 2016 participation will be compared their 2014 participation to determine if a loss occurred.

A total of 15% of each eligible processing companies total disaster funds will be distributed equally to eligible processing workers (based on unique facility) based on the above criteria, and in proportion to the processor losses incurred. The portion allocated to processing workers is based on estimated labor cost of hourly processing workers and is derived from the labor cost for finished pink salmon as a percentage of the processors total pink salmon conversion costs. Payments to processing workers will be distributed by the processors and billed to PSMFC.

Appeals:

This plan dedicates \$550,000 for addressing appeals from any of the categories outlined in this plan.

Introduced by: Mayor
Date: 01/05/21
Hearing: 01/19/21
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-02**

**AN ORDINANCE AUTHORIZING THE NEGOTIATED LEASE OF CLASSROOM
SPACE AT THE SOLDOTNA PREP BUILDING WITH THE BOYS AND GIRLS CLUB
OF THE KENAI PENINSULA**

WHEREAS, the Soldotna Prep Building (“SoPrep”) is mostly vacant and being maintained with minimal services through the general fund; and

WHEREAS, the borough administration is evaluating long-term plans for SoPrep in consultation with the school district; and

WHEREAS, the Boys and Girls Club of the Kenai Peninsula has proposed an interim use of 10 classrooms and the gymnasiums for youth programs; and

WHEREAS, the borough administration has determined the space to be available space for a short term lease; and

WHEREAS, there are various benefits to having some active, education-related, use of the facility; and

WHEREAS, the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of January 11, 2020 recommended _____;

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

SECTION 1. That the assembly finds that leasing classroom space to Boys and Girls Club of the Kenai Peninsula 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-.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 classroom space and two gymnasiums on an as-available basis.

SECTION 3. Based on the foregoing, the mayor is hereby authorized pursuant to KPB 17.10.100(I) to lease SoPrep Rooms #8-14 and # 16-18, being 10,179 sq. ft., at the monthly rental of \$2,075 in addition to a monthly rental rate of \$100 for each gymnasium on an “as available” basis, for an initial term of four months, with

month-to-month extensions thereafter. The authorization is for lease solely to Boys and Girls Club of the Kenai Peninsula, and it may not assign any rights to negotiate or enter an agreement to lease this space to any other person or entity.

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

SECTION 5. Boys and Girls Club of the Kenai Peninsula shall have 60 days from the time of enactment of this ordinance to execute the lease document.

SECTION 6. That rent shall be paid monthly and revenue from the subject lease shall be deposited in the General Fund account number 100.SPREP.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 *, 2021.

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

MEMORANDUM

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

THRU: Charlie Pierce, Mayor 
Melanie Aeschliman, Planning Director 

FROM: Marcus A Mueller, Land Management Officer 

DATE: December 22, 2020

RE: Ordinance 2021-02, Authorizing the Negotiated Lease of Classroom Space at the Soldotna Prep Building with the Boys and Girls Club of the Kenai Peninsula (Mayor)

The Soldotna Prep (SoPrep) building was vacated by the Kenai Peninsula Borough School District (KPBSD) and is under evaluation for long term planning. In the meantime, the Boys and Girls Club of the Kenai Peninsula has proposed use of 10 classrooms and gymnasiums for youth programs. The proposal was evaluated by the administration's SoPrep Interim Facility Management Team and found to be consistent with facility capabilities.

A short term lease has been negotiated which would extend through the current school year and then continue month-to-month by mutual agreement. The proposed lease rate is based on the building cost for the classroom space, with a monthly flat fee for the gymnasiums on an "as available basis". The "as-available basis" would maintain the ability for the borough to schedule other uses in the gymnasiums which may arise during the term of the lease. The proposed lease rate structure considers spaces outside the classrooms to be common spaces in which Boys and Girls Club would have management privileges associated with the lease.

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(l) authorizes this negotiated lease, the ordinance provides that other provisions of KPB 17.10 including land classification, notice of disposition, lease types, lease terms and conditions, and general conditions are not required.

The attached ordinance would authorize the mayor to lease classrooms and as-available gym use at the Soldotna Prep Building to the Boys and Girls Club of the Kenai Peninsula for youth programs.

Your consideration is appreciated.

LEASE

This lease agreement (hereinafter the "Lease"), is made and entered into February 1, 2021, by and between the Kenai Peninsula Borough, 144 N Binkley St, Soldotna, AK 99669 (hereinafter referred to as "Lessor") and Boys & Girls Club of the Kenai Peninsula, 705 Frontage Road Suite B, Kenai, Alaska 99611 (hereinafter referred to as "Lessee").

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":

Ten classrooms, totaling 10,179 square feet, more or less, more particularly described as Room Numbers 8, 9, 10, 11, 12, 13, 14, 16, 17, and 18, Soldotna Prep Building, 426 West Redoubt Ave, Soldotna AK, 99669.

Lessee shall also have designated use of restrooms and parking spaces, and use of additional space including two gymnasiums in the facility on the terms and conditions described below in this agreement

2. **Contract Documents.** As authorized by KPB Ordinance 2021-___, this Lease is the final and complete understanding of the parties. The following exhibits and appendices are attached and are considered part of this Lease 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: Building Layout identifying rooms and designated spaces

If in conflict, the Lease shall control. If in conflict the order of precedence shall be: the Lease, Appendix A, Exhibit 1.

3. **Rent.** In consideration of the Lease of the Premises by Lessor, Lessee covenants to pay to the Lessor as Rent the sum of two thousand seventy-five dollars (\$2,075) per month. Rent is due and payable in advance, on or before the 1st 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 "as-available" space in the facility. Advanced scheduling of these areas is required and must be reserved through the Land Management Division staff. A monthly fee of one hundred (\$100.00) will be charged for each of the two gymnasiums. This additional Rent is due and payable in advance, on or before the 1st day of the month. Rent shall remain the same for the Term of the lease.

4. **Term, Month-to-Month Extended Terms.** The Lease Term is four (4) months commencing on February 1, 2021 and ending on May 31, 2021 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.

5. **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. Gas, electric, water, septic.
- (ii). Grounds Maintenance. Grounds maintenance except as otherwise provided below in paragraph 5(b) of this agreement for snow removal by Lessee and other responsibilities of Lessee.
- (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 and Refuse. Lessee is responsible for its own janitorial or custodial services and required supplies directly related to the spaces rented and used. Lessee is responsible for the timely removal of its refuse from the premises.

- (iii). Security. Lessee will be responsible for securing rental space. Lessee will be responsible for securing building at designated entryways as noted on Exhibit 1 to the Lease.
- (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. Minor maintenance and repairs are those that do not cause alterations to building systems or structural components. For example unclogging toilets with plungers, replacing accessible light bulbs with like kind, using household cleaners (except on wood floors), rearranging furniture, and hanging items with non-structural fasteners would be considered minor.
- (v). Snow Removal. Lessee shall be responsible for snow removal of Lessee's designated parking area, sidewalks, and accessways. KPB will provide minimal snow removal for the overall facility on a low-priority basis, any additional snow removal can be performed by Lessee at Lessee's expense.
- (vi). Furnishings, equipment, and supplies. Lessee is responsible for its own furnishing, equipment, and supplies. Furnishings supplied by Lessor are on an "as available basis".

6. **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 written 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 youth programs use only and for no other purpose except by written mutual agreement by Lessor.

7. **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.

8. **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.

9. **Indemnification and Liability Insurance.**

a. **Indemnification and Insurance**

The lessee shall indemnify and hold harmless the Lessor from any and all claims, liabilities, losses, damages, and charges, related to the use of the facilities subject of this Lease. Lessee shall provide proof of Commercial General Liability 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 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 Owner 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 Lessor certificates of insurance meeting the above criteria. At its option, the Borough may request copies of required policies and endorsements. Such copies shall be provided within (10) TEN CALENDAR DAYS of the Borough's request.
10. **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.
11. **Property Taxes.** Lessee shall timely pay all sales tax, personal property tax, and real property tax assessed against Lessee and due. This obligation to pay taxes owed shall include any possessory leasehold interest assessed and due as a result of this Lease. If the Lessee is delinquent in a tax obligation owed to KPB and the delinquency is not resolved within 60 days of the debt coming due, the delinquency shall be deemed a for cause basis to terminate this Lease.
12. **Compliance with Laws.** Lessee agrees to comply with all applicable federal, state, borough and local laws and regulations.
13. **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.
14. **Integration.** This document contains the entire lease agreement of the parties hereto. All negotiations, statements, representations, guarantees, warranties, and assurances, whether

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 shall not be allowed on the Leased Premises.

(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 10 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.

(17) **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.

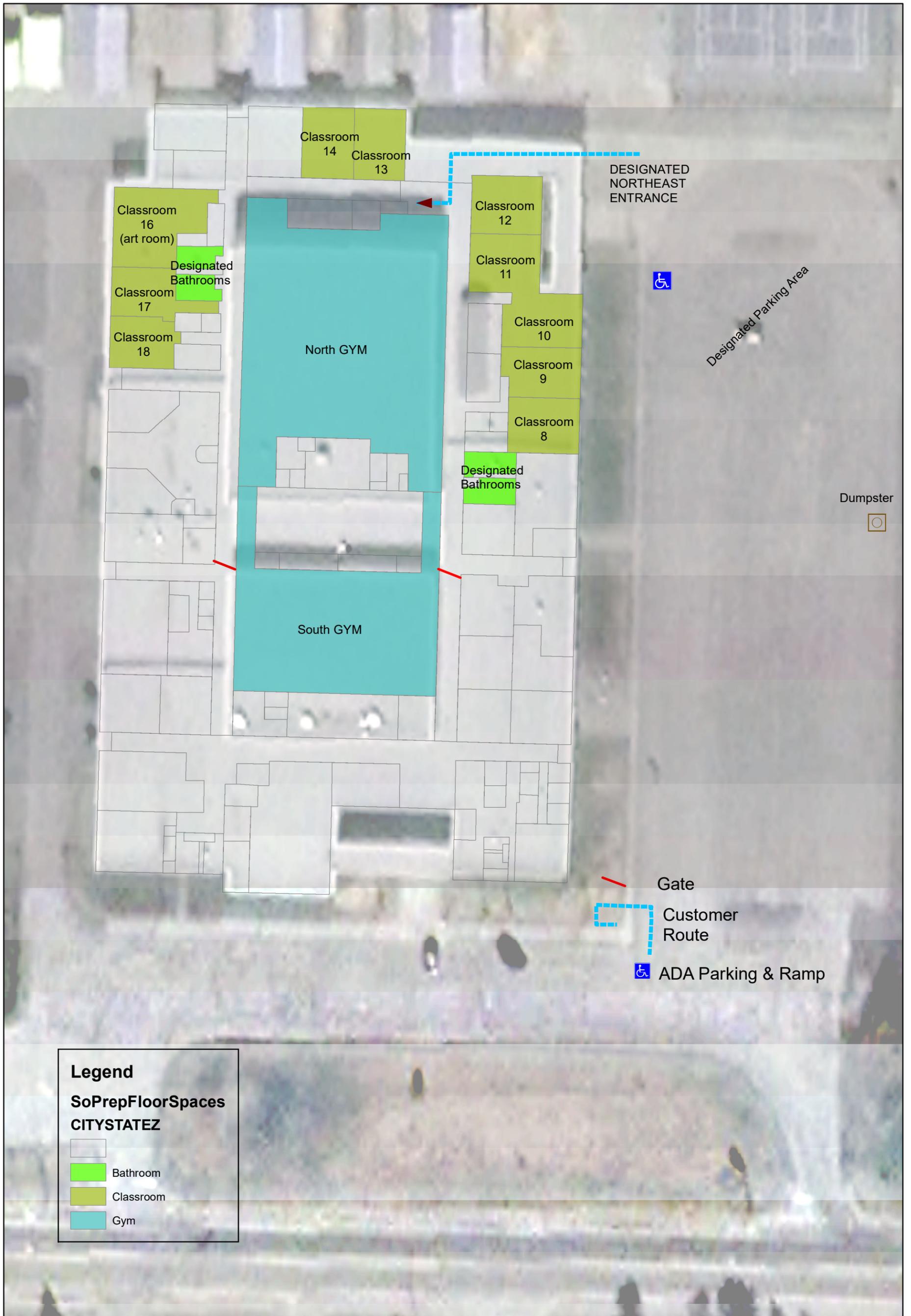
(18) **Subleasing.** No lessee may sublease lands or any part thereof without written permission of the mayor or land management officer when applicable. A sublease shall be in writing and subject to the terms and conditions of the original lease.

(19) **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.

(20) **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.

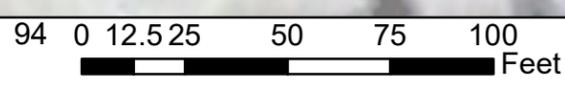
Exhibit 1 Building Layout- Boy & Girls Club Lease

So Prep Building
426 West Redoubt Ave, Soldonta AK 99669



Legend
SoPrepFloorSpaces
CITYSTATEAZ

- Bathroom
- Classroom
- Gym



Introduced by:	Mayor
Date:	10/13/20
Hearing:	11/10/20
Action:	Postponed to 12/01/20
Vote:	9 Yes, 0 No, 0 Absent
Date:	12/01/20
Action:	Postponed as Amended to 01/19/21
Vote:	5 Yes, 4 No, 0 Absent
Date:	01/19/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-45**

**AN ORDINANCE AMENDING KPB 2.40, PLANNING COMMISSION, KPB TITLE 20,
SUBDIVISIONS, AND KPB 21.20, HEARING AND APPEALS, TO CORRECT
GRAMMATICAL ERRORS, AND CLARIFY AND IMPROVE CERTAIN
ADMINISTRATIVE PROCEDURES**

WHEREAS, the borough’s subdivision code experienced a significant rewrite in 2014; and

WHEREAS, since that time platting staff have found a number of provisions that would benefit from clarifying language; and

WHEREAS, amendments will make Title 20 consistent with current law and statutes; and

WHEREAS, edits will clarify subdivision regulations and add a uniform notice and public hearing code section applicable to all of Title 20; and

WHEREAS, amendments will repeal KPB Chapter 20.70, Vacations Requirements, and replace it with a new vacations chapter KPB Chapter 20.65, Vacations; and

WHEREAS, work sessions were held regarding these amendments with the surveying community on February 19, 2020 at Homer City Hall and February 26, 2020 at the Kenai Peninsula Borough; and

WHEREAS, invitations were extended to review the amendments with borough staff to the cities of Homer, Kachemak, Kenai, Seldovia, Seward, and Soldotna; and

WHEREAS, the City of Homer Planning Commission held a meeting on August 5, 2020 and consented unanimously with comments requesting the borough and city clerk work together to ensure the new code is clear as to which body hears that type of appeals as well as a request to allow developers more time to construct subdivisions in cities within approved construction or subdivision development agreements in place; and

WHEREAS, the City of Kenai Planning and Zoning Commission held a work session on August 26, 2020 and discussed the ordinance; and

WHEREAS, the City of Soldotna Planning and Zoning Commission held a work session on August 5, 2020; and unanimously passed resolution PZ2020-008 recommending approval on September 2, 2020; and

WHEREAS, invitations were extended to review the amendments with borough staff to the Advisory Planning Commissions of Anchor Point, Cooper Landing, Funny River, Kalifornsky, Hope / Sunrise, Moose Pass, and Kachemak Bay; and

WHEREAS, the Cooper Landing Advisory Planning Commission held a meeting on July 8, 2020 and recommended approval with a 30-day timeframe for notification; and

WHEREAS, the Kachemak Bay Advisory Planning Commission held a meeting on July 9, 2020 and recommended approval; and

WHEREAS, the borough planning commission held a public hearing and reviewed the amended Title 20 on September 28, 2020.

WHEREAS, at its meeting of November 30, 2020, the Planning Commission reviewed this ordinance and recommended approval by unanimous consent;

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

SECTION 1. That KPB 2.40.080(B) is hereby amended as follows:

2.40.080. Plat committee – Powers and duties – Hearing and review procedures

The planning commission [(AND THE PLANNING COMMISSION ACTING AS THE PLATTING BOARD)] in its capacity as the platting board is authorized to delegate powers to hear and decide cases involving platting to a plat committee composed of those members of the planning commission present for such hearing so long as there are at least 4 members of the planning commission present. The following procedures are prescribed for hearings and reviews:

- A. Cases may be decided by a majority vote of the plat committee members present.
- B. Review of a decision of the plat committee may be heard by the planning commission acting as platting board by filing written notice thereof with the borough planning director on a form provided by the borough planning department. The request for review shall be filed within [TEN] fifteen days [AFTER] of date of distribution [NOTIFICATION] of the decision of the

plat committee by personal service or service by mail. A request for review may be filed by any person or agency that was sent a notice of decision. [PARTICIPATED AT THE PLAT COMMITTEE HEARING EITHER BY WRITTEN OR ORAL PRESENTATION.] [THE REQUEST MUST HAVE AN ORIGINAL SIGNATURE; FILING ELECTRONICALLY OR BY FACSIMILE IS PROHIBITED.]The request for review must briefly state the reason for the review request and applicable provisions of borough code or other law upon which the request for review is based. Notice of the review hearing will be issued by staff to the original recipients of the plat committee public hearing notice.

SECTION 2. That KPB 20.10.040 is hereby amended as follows:

20.10.040. Abbreviated plat procedure.

- A. The abbreviated plat procedure may be used where the subdivision or replat[SUBDIVISION] is of a simple nature and meets all of the requirements of this section as follows:
1. The subdivision divides a single lot into not more than four lots or the subdivision moves, or eliminates, lot lines to create not more than four lots or tracts.
 2. The subdivision provides legal and physical access to a public highway or street for each lot created by the subdivision;
 3. The subdivision does not contain or require a dedication of a street, right-of-way or other area; and
 4. The subdivision does not require a vacation of a public dedication of land or a variance from a subdivision regulation.
- B. Submission Requirements. All of the submission requirements of KPB Chapters 20.25, 20.30 and 20.40 shall be met.

...

SECTION 3. That KPB 20.10.080 is hereby amended as follows:

20.10.080. [RIGHT-OF-WAY] Vacation Plat

- A. When the sole purpose of a plat is to depict [RIGHT-OF-WAY] an area approved for vacation under KPB Chapter 20.65[20.70 AS ATTACHING TO ADJOINING PARCELS IN COMPLIANCE WITH KPB 20.70.150 AND AS 29.40.150,]the following procedure shall apply:

1. Submission Requirements. All of the submission requirements of Chapter 20.25 shall be met.
2. Surveyor's Certificate. The surveyor's signature and seal on the plat certifies the surveyor is properly registered and licensed to practice land surveying in the State of Alaska, that the plat represents a survey made by the surveyor or under the surveyor's direct supervision, that the monuments shown thereon actually exist as described, and that all dimensions and other details are correct to the best of the surveyor's knowledge and belief. A written certificate is optional.
3. Statement of Plat Approval. The following form shall be printed on the final plat to be filled in after approval:

[Right-of-Way] Vacation Plat Approval

This plat was approved by the Kenai Peninsula Borough in accordance with KPB 20.10.080.

Borough Official

Date

- B. Procedure. The planning director shall review the submitted preliminary vacation plat for completeness. If the preliminary plat does not conform to the requirements of KPB 20.10.080(A)(1), the planning director shall return the plat to the petitioner with a letter describing the deficiencies.
- C. Action.
 1. The platting authority for the [RIGHT-OF-WAY] vacation plat procedure is vested in the planning director. The planning director shall take action on the plat within twenty Borough working days of acceptance of the preliminary plat, subject to prior acquisition of all necessary outside reviews.
 2. Preliminary approval of the plat may not extend beyond one year of the vacation consent in KPB 20.65[70.110]. No extensions of time may be granted.
 3. All decisions of the planning director regarding the preliminary plat shall be final.

D. Final Plat.

1. The requirements of the final plat shall be in accord with KPB 20.40.020, KPB 20.65[70.130] and the applicable portions of KPB Chapter 20.60.
2. The requirements of KPB 20.60.190(A)(7) and (D) do not apply to vacation plats.
3. The vacated area shall be shown in a clearly discernible pattern, such as hatching, and shall be labeled as “area vacated by this plat”. The former lot area and current lot area shall be labeled or noted on the plat.
4. The date of the vacation approval by the planning commission, as well as the date of consent to the vacation by the assembly or appropriate city council, shall be noted on the plat.
5. When the preliminary plat has been approved by the planning director under this section, the final plat may be approved by the planning director if the final plat meets the conditions of the preliminary approval and complies with this title. The planning director's approval shall be on a notarized form. The planning director shall report final plat approvals under this section at the next regular plat committee meeting. If the final plat does not meet the conditions of preliminary approval, the planning director shall provide a written explanation describing the deficiencies to the applicant.

SECTION 4. That KPB 20.10.100 is hereby enacted as follows:

20.10.100 Notice; Public Hearing

- A. Notice of any public hearing required under this title shall be given in accordance with this section.
- B. Required forms of notice are as follows:
 1. Publication in a newspaper of general circulation in the borough prior to the public hearing.
 2. Notices shall be mailed at least 14 days before the public hearing to all record owners of property within a distance of 600 feet of the

exterior boundary of the property that is the subject of the application or hearing. All notices shall be mailed to the record owner at the address listed in the current property tax record of the borough assessor.

3. Notice of the public hearing must be posted on the borough planning department's website and posted on the planning department's bulletin board located at 144 N. Binkley Street, Soldotna, Alaska.

4. The planning director may direct that additional notice of the public hearing be given. The planning commission, at its discretion, may also direct additional notice of the public hearing be given. However, the failure to give such additional notice shall not affect the validity of any proceeding under this title.

C. Notice required by this section shall state the date, time, and location of the public hearing, a description of the action requested, a description of the property that is the subject of the application, the name of the applicant, the name of the owner of the subject property, and the process for submitting of written comments.

D. The failure of any person to receive any notice required under this section, where the records of the borough indicate the notice was provided in a timely and proper manner, shall not affect the validity of any proceeding under this title.

E. Parties whose sole interest in the subdivision is as a beneficiary of a deed of trust, as shown on the certificate to plat, shall be sent certified mail notice by the planning department. If a beneficial interest holder does not respond within 30 days of the date of mailing indicating that the deed of trust either prohibits or allows the proposed platting action, or requires their signature on the plat, the plat may be approved. The owner may submit a letter of non-objection from the beneficial interest holder with the plat in lieu of the notice requirement. If the final certificate to plat shows additional beneficial interest holders, and they have not signed the plat or provided a letter of non-objection, the planning department will send them notice and give them a 30 day response time prior to approval of the final plat.

SECTION 5. That KPB 20.10.110 is hereby enacted as follows:

20.10.110. – Building setback encroachment permits.

A. Unless otherwise regulated by city zoning ordinances of properties within its boundaries, any person desiring to construct, or cause, an encroachment within a building setback shall apply for a building setback encroachment

permit to the planning department. Failure to obtain an encroachment permit is subject to remedies set forth in KPB 20.10.030.

- B. A permit fee shall be charged for building setback encroachment permit as provided in the current approved Kenai Peninsula Borough Schedule of Rates, Charges and Fees. A person who fails to apply for, and obtain, a building setback encroachment permit prior to an enforcement notice being issued pursuant to KPB 21.50.100 is subject to enforcement.
- C. All building setback encroachments, including those that pre-date the effective date of this ordinance, must apply for a building setback encroachment permit. Permits for building setback encroachments that existed prior to the effective date of this ordinance shall pay the same permit fee as applies to permits received prior to placement or construction of the encroachment.
- D. When the building setback encroachment permit application is complete, it will be scheduled for the next available planning commission meeting.
- E. The following standards shall be considered for all building setback encroachment permit applications:
1. The building setback encroachment may not interfere with road maintenance.
 2. The building setback encroachment may not interfere with sight lines or distances.
 3. The building setback encroachment may not create a safety hazard.
- F. The granting of a building setback encroachment permit will only be for the portion of the improvement or building that is located within the building setback and the permit will be valid for the life of the structure or for a period of time set by the Planning Commission. The granting of a building setback permit will not remove any portion of the 20 foot building setback from the parcel.
- G. The planning commission shall approve or deny a building setback encroachment permit. If approved, a resolution will be adopted by the planning commission and recorded by the planning department within the time frame set out in the resolution to complete the permit. The resolution will require an exhibit drawing showing, and dimensioning, the building setback encroachment permit area. The exhibit drawing shall be prepared, signed and sealed, by a licensed land surveyor.

- H. A decision of the planning commission may be appealed to the hearing officer by a party of record, as defined by KPB 21.20.210, within 15 days of the date of notice of decision in accordance with KPB 21.20.250.

SECTION 6. That KPB 20.10.120 is hereby enacted as follows:

20.10.120. Notice of decision.

If a notice of decision is sent pursuant to this title, the notice will be sent to: (i) an affected city, if applicable; (ii) all persons who have commented in writing or in person on the item; and (iii) the property owners, or agents of the property owner, subject to the decision.

SECTION 7. That KPB 20.25.020 is hereby amended as follows:

20.25.020. Compliance with certain provisions required.

A [SUBDIVIDER] licensed surveyor shall prepare a preliminary plat of the proposed subdivision which shall comply with the requirements of KPB 20.25.070 and 20.25.080, and other applicable provisions of this chapter except as provided in KPB 20.10.050. Revisions to the submitted preliminary plat that are received subsequent to the preparation of the staff report and after notice is sent will not be considered at the scheduled public hearing. Any such revisions will be treated as a revised application under this chapter.

SECTION 8. That KPB 20.25.030 is hereby amended as follows:

20.25.030. Prints—Type and number to be submitted.

The format and number of [PRINTS]copies of the preliminary plat to be submitted shall be as determined by the planning director and noted on the Borough Plat Submittal form. Preliminary plat prints shall be folded to 8½ × 13 inches or smaller in a manner such that the subdivision name and legal description show.

SECTION 9. That KPB 20.25.050 is hereby amended as follows:

20.25.050. Subdivision or replat in a first class or home rule city submittal procedure.

- A. Pursuant to AS 29.40.010, upon city request first class and home rule cities within the borough [ARE] may be delegated [LIMITED AUTHORITY] platting powers [TO ADOPT BY ORDINANCE SUBDIVISION STANDARDS DIFFERENT FROM THOSE SET FORTH IN THIS CHAPTER].
- B. Proposed vacations, abbreviated subdivision plats, subdivision plat waivers, and preliminary plats showing a subdivision of land lying within the

corporate boundary of a first class or home rule city shall be first submitted by the subdivider to the appropriate city for review prior to submittal of the plat to the borough planning department. [IN SUCH INSTANCES, THE CITY ADVISORY PLANNING COMMISSION SHALL HAVE 49 DAYS FROM THE DATE OF RECEIPT IN WHICH TO REVIEW THE PRELIMINARY PLAT AND TAKE ACTION.]

- C. The preliminary plat submitted to the city shall comply with the requirements of KPB 20.25.070 and 20.25.080.
- D. The city advisory planning commission and, if required by city code or requested by the city advisory planning commission, other appropriate municipal departments, shall review the proposed action and prepare written comments which shall be included with the submittal to the borough. The subdivider bears the responsibility for presentations to, and discussions with, the city to ensure that the vacation, subdivision, subdivision plat waiver, or subdivision abbreviated plat will conform to lawful ordinances and requirements of said city.
- E. Final plats submitted to the borough for approval will be submitted by the borough to the city for review when the design deviates from the preliminary plat by a substantial change in alignment or dedication of a right-of-way, addition of lots, or major change in lot design which has not been recommended by the city. [IN SUCH INSTANCES, THE CITY ADVISORY PLANNING COMMISSION SHALL HAVE 49 DAYS FROM THE DATE OF RECEIPT IN WHICH TO REVIEW THE FINAL PLAT AND TAKE ACTION.]
- F. [TO THE EXTENT A CITY HAS BEEN DELEGATED LIMITED PLATTING AUTHORITY, A] A final plat may not deviate from the preliminary plat unless the proposed revision has first been submitted to the city by the subdivider and has been approved by the city council or its designee.

SECTION 10. That KPB 20.25.060 is hereby amended as follows:

20.25.060. Subdivision or replat in second class city submittal procedure

- A. Preliminary subdivision plats or replats lying within the corporate boundary of a second class city shall be first submitted to the city for review prior to submittal of the plat to the borough planning department. [THE CITY SHALL HAVE 49 DAYS FROM THE DATE OF SUBMITTAL BY THE SUBDIVIDER TO THE CITY IN WHICH TO REVIEW THE PRELIMINARY PLAT AND SUBMIT COMMENTS TO THE BOROUGH.]

- B. [TO THE EXTENT LIMITED PLATTING AUTHORITY HAS BEEN DELEGATED TO A SECOND CLASS CITY, A] A preliminary plat shall not be submitted to the borough planning department for review unless the aspects of the subdivision subject to the city authority have been first approved by the city.
- C. The preliminary plat submitted to the city shall comply with the requirements of KPB 20.25.070 and 20.25.080.
- D. The city council or its designee, and, if required by city code or requested by the city council, other appropriate municipal departments, shall review the plat or replat and prepare written comments which shall be included with the submittal of the plat to the borough. The subdivider bears the responsibility for presentations to, and discussions with, the city to ensure that the final plat will conform to lawful ordinances and requirements of said city.
- E. Final plats submitted to the borough for approval will be submitted by the borough to said city for review by the city council or its designee when the design deviates from the preliminary plat as a condition of preliminary planning commission approval by a substantial change in alignment or a dedication of right-of-way, addition of lots, or major change in lot design which has not been recommended by the city council or its designee. [IN SUCH INSTANCES, THE CITY COUNCIL OR ITS DESIGNEE SHALL HAVE 49 DAYS FROM THE DATE OF RECEIPT IN WHICH TO REVIEW THE FINAL PLAT AND TAKE ACTION.]
- F. [TO THE EXTENT A CITY HAS BEEN DELEGATED LIMITED PLATTING AUTHORITY, A] A final plat may not deviate from the preliminary plat unless the proposed revision has first been submitted to the city by the subdivider and has been approved by the city council or its designee.

SECTION 11. That KPB 20.25.070 is hereby amended as follows:

20.25.070. Form and contents required.

The preliminary plat shall be drawn to scale of sufficient size to be clearly legible and shall clearly show all of the following:

- A. Within the Title Block.
 - 1. Name of the subdivision which shall not be the same as an existing city, town, tract, or subdivision of land in the borough, of which a plat has been previously recorded, or so nearly the same as to mislead the public or cause confusion. The parent plat's name shall be the primary name of the preliminary plat;

2. Legal description, location, date, and total area in acres of the proposed subdivision; [AND]
 3. Name and address of owner(s), as shown on the KPB records and the certificate to plat, and registered land surveyor. [;]
- B. North point;
 - C. The location, width and name of existing or platted streets and public ways, railroad rights-of-way, and other important features such as section lines or political subdivisions or municipal corporation boundaries abutting the subdivision;
 - D. A vicinity map, drawn to scale showing location of proposed subdivision, north arrow if different from plat orientation, township and range, section lines, roads, political boundaries, and prominent natural and manmade features, such as shorelines or streams;
 - E. All parcels of land including those intended for private ownership and those to be dedicated for public use or reserved in the deeds for the use of all property owners in the proposed subdivision, together with the purposes, conditions, or limitations of reservations that could affect the subdivision;
 - F. The [NAMES AND WIDTHS OF PUBLIC STREETS AND ALLEYS AND] location, width and name of existing and platted streets and public ways, railroad rights-of-way, easements, and travel ways existing and proposed, within the subdivision;
 - G. The [S]status of adjacent lands within 100 feet of the proposed subdivision boundary or the land status across from any dedicated rights-of-way that adjoin the proposed subdivision boundary, including names of subdivisions, lot lines, block numbers, lot numbers, rights-of-way; or an indication that the adjacent land is not subdivided;
 - H. Approximate locations of low wet areas, areas subject to inundation, areas subject to flooding[,] or storm water overflow, and the line of ordinary high water[, WETLANDS WHEN ADJACENT TO LAKES OR NON-TIDAL STREAMS, AND THE APPROPRIATE STUDY WHICH IDENTIFIES A FLOODPLAIN, IF APPLICABLE;]. This information may be provided on an additional sheet if showing these areas causes the preliminary plat to appear cluttered and/or difficult to read;

...

SECTION 12. That KPB 20.25.090 is hereby repealed.

[20.25.090. NOTICE.]

[A. AFFECTED PROPERTY OWNERS ARE DEFINED AS PERSONS WHO OWN PROPERTY WITHIN A PROPOSED SUBDIVISION, AND PERSONS WHO OWN PROPERTY WITHIN 600 FEET OF THE BOUNDARIES OF THE PROPOSED SUBDIVISION. THE PLANNING DIRECTOR SHALL DETERMINE WHETHER ADDITIONAL PROPERTY OWNERS ARE AFFECTED BASED ON POPULATION, DENSITY, OWNERSHIP DATA, TOPOGRAPHY AND FACILITIES IN THE AREA OF THE SUBDIVISION.]

[B. NOTICE OF PUBLIC HEARING SHALL APPEAR AT LEAST ONCE IN A NEWSPAPER OF GENERAL CIRCULATION STATING:

- A. A GENERAL DESCRIPTION OF THE SUBDIVISION OR REPLAT;
- B. WHO FILED THE SUBDIVISION PETITION;
- C. WHEN THE SUBDIVISION PETITION WAS FILED;
- D. THE TIME AND PLACE OF THE HEARING ON THE SUBDIVISION;
AND
- E. THE PROCESS AND DEADLINE FOR SUBMITTAL OF COMMENTS.

(1) WRITTEN COMMENTS MAY BE SUBMITTED BY MAIL, HAND-DELIVERY, EMAIL OR FACSIMILE.]

[C. THE NOTICE IN SUBSECTION B SHALL BE SENT BY REGULAR MAIL TO THE AFFECTED PROPERTY OWNERS AT LEAST 14 DAYS PRIOR TO THE PUBLIC HEARING. A CERTIFICATE OF MAILING LISTING THE NAMES, ADDRESSES AND PARCEL INFORMATION FOR EACH NOTIFIED OWNER SHALL BE MAINTAINED IN THE SUBDIVISION FILE.]

[D. PARTIES WHOSE SOLE INTEREST IN THE SUBDIVISION IS AS A BENEFICIARY OF A DEED OF TRUST, AS SHOWN ON THE CERTIFICATE TO PLAT, SHALL BE SENT CERTIFIED MAIL NOTICE BY THE PLANNING DEPARTMENT. IF A BENEFICIAL INTEREST HOLDER DOES NOT RESPOND WITHIN 30 DAYS OF THE DATE OF MAILING INDICATING THAT THE DEED OF TRUST EITHER PROHIBITS OR ALLOWS THE PROPOSED PLATTING ACTION, OR REQUIRES THEIR SIGNATURE ON THE PLAT, THE

PLAT MAY BE APPROVED. THE OWNER MAY SUBMIT A LETTER OF NON-OBJECTION FROM THE BENEFICIAL INTEREST HOLDER WITH THE PLAT IN LIEU OF THE NOTICE REQUIREMENT. IF THE FINAL CERTIFICATE TO PLAT SHOWS ADDITIONAL BENEFICIAL INTEREST HOLDERS, AND THEY HAVE NOT SIGNED THE PLAT OR PROVIDED A LETTER OF NON-OBJECTION, THE PLANNING DEPARTMENT WILL SEND THEM NOTICE AND GIVE THEM A 30 DAY RESPONSE TIME PRIOR TO APPROVAL OF THE FINAL PLAT.]

- [E. COPIES OF THE SUBDIVISION PROPOSAL WILL BE PROVIDED TO OTHER AGENCIES AND BOROUGH DEPARTMENTS THAT MAY BE AFFECTED BY THE SUBDIVISION PROPOSAL FOR REVIEW AND COMMENT.]

SECTION 13. That KPB 20.25.110 is hereby amended as follows:

20.25.110. Approval—Scope—Expiration restriction.

- A. Approval of the preliminary plat shall not constitute approval of the final plat, but means only that the basic lot and street design is acceptable. The subdivider is on notice that it is the subdivider's responsibility to provide all the information required in this ordinance and to submit a correct final plat within two years of the date of the planning commission's conditional approval of the preliminary plat. Upon application by the subdivider prior to the two-year deadline for final plat submittal, a time extension for two years beyond the initial two-year period for submittal of the final plat may be granted by the planning director. A second [THIRD] and final two-year extension may be granted by the planning director when requested by the subdivider prior to expiration of the previous approval[, ALLOWING FOR A TOTAL APPROVAL TIME OF SIX YEARS]. When the preliminary plat is located within city limits, submittal of documentation from the city advisory planning commission indicating concurrence with the time extension request must accompany a time extension request. When a preliminary plat that has been granted a time extension is finalized, the final plat must comply with the current code. Expiration of the original plat approval or time extensions will require the submission of, and action on, a new preliminary plat.
- B. Preliminary plats that will be finalized in phases must comply with current code at the time each phase is finalized. All dedications for streets that are required pursuant to KPB 20.30.030 must be provided in the first phase. The approval of a final plat for a portion of the phased preliminary plat shall [EXTEND] reset the [PRELIMINARY] approval date for two years from the date the subdivision phase final plat is recorded. [FOR T] The remaining land within the phased subdivision[, EXCEPT THAT THE

COMMISSION] may require a new preliminary plat approval if the abutting road system changes. Phases must be filed in sequential order.

- C. Any plat that requires submittal to and approval by the State of Alaska, including but not limited to section line easement vacation plats and highway right-of-way plans, will be given an initial four-year preliminary approval. Extensions of the approval may be given by the planning director as needed for completion of the project.
- D. No more than one revision process to the same preliminary plat is allowed. Major revisions to a preliminary plat shall not be approved on the final plat without first being processed under the public notice and hearing requirements for preliminary plats. Major revisions at the time of final plat which increase density, add or substantively move rights-of-way, or otherwise increase the subdivision's impact, are not allowed and will require submittal of a new preliminary plat, application and fee.
- E. Subdivision plats approved prior to February 14, 2014 under former KPB 20.12, 20.14, 20.16, and 20.20 with approvals that are greater than 10 years in length, and with approvals that will expire, will be considered expired on the expiration date. Continuation of an expired subdivision will require the submission of, and action on, a new preliminary plat that complies with current subdivision requirements.

SECTION 14. That KPB 20.25.120 is hereby amended as follows:

20.25.120. Review and appeal.

[A PARTY OF RECORD] In accordance with KPB 2.40.080, any person, agency, or city that participated at the plat committee hearing, either by written or oral presentation, may request that a decision of the plat committee be reviewed by the planning commission by filing a written request within 15[10] days of date of distribution [NOTIFICATION] of the decision. [IN ACCORDANCE WITH KPB 2.40.080.] A decision of the planning commission may be appealed to the hearing officer by a party of record within 15 days of the date of distribution[NOTICE] of decision in accordance with KPB 21.20.250.

SECTION 15. That KPB 20.30.060 is hereby amended as follows:

20.30.060. Easements—Requirements.

- A. The planning commission may require easements it determines necessary for the benefit of the public. Such easements include, but are not limited to, lateral support (slope) easements, drainage easements for ditching or protection of a drainage, and utility easements. Required easements do not need to be for road purposes.

- B. Upon submittal of a preliminary plat, the planning department shall provide a copy to public utility companies for their comments and recommended design of utility easements. If the property is subject to existing natural gas or petroleum pipeline easements, a copy shall also be furnished to the appropriate company for comment.
- C. The subdivider bears the responsibility for coordination with the utility companies during the design and development phases. When a subdivider and the utility company cannot agree on easements, the final plat will be taken to the planning commission for determination of easements.
- D. Unless a utility company requests additional easements, the front ten feet ~~[OF THE BUILDING SETBACK]~~adjoining rights-of-way shall be designated as a utility easement, graphically or by note. Within the boundaries of an incorporated city, the width and location of utility easements will be determined by the city and affected utility providers.

SECTION 16. That KPB 20.30.110 is hereby repealed.

[20.30.110. - HALF STREETS.]

- [A. HALF STREETS SHALL GENERALLY NOT BE ALLOWED EXCEPT WHERE ONE OF THE FOLLOWING CIRCUMSTANCES APPLIES:]
 - [1. THE STREET IS IDENTIFIED ON THE BOROUGH ROAD PLAN AS AN ARTERIAL;]
 - [2. THE STREET IS A LOGICAL EXTENSION OF AN EXISTING STREET; OR]
 - [3. THE REMAINING HALF STREET CAN REASONABLY BE EXPECTED TO BE DEDICATED.]
- [B. WHEN A DESIGN CHANGE REQUIRED AS A CONDITION OF PRELIMINARY APPROVAL RESULTS IN A HALF RIGHT-OF-WAY THAT WAS NOT SHOWN ON THE ORIGINAL PRELIMINARY PLAT, ADJOINERS TO THE NEW HALF RIGHT-OF-WAY ARE PARTIES OF RECORD AND WILL BE SENT A COPY OF THE PLAT COMMITTEE MINUTES AND A SKETCH SHOWING THE NEW HALF RIGHT-OF-WAY. PURSUANT TO KPB 2.40.080 REVIEW OF THE PLAT COMMITTEE DECISION BY THE PLANNING COMMISSION MAY BE REQUESTED BY PARTIES OF RECORD.]

SECTION 17. That KPB 20.30.120(A) is hereby amended as follows:

20.30.120. Streets Width requirements.

- A. The minimum right-of-way width of streets shall be 60 feet.
 - 1. Half streets shall generally not be allowed except to provide the logical extension of a right-of-way where the remaining half street can reasonably be expected to be dedicated in the future.
 - 2. When a design change required as a condition of preliminary approval results in a half right-of-way that was not shown on the original preliminary plat, adjoining to the new half right-of-way will be sent a copy of the plat committee minutes and a sketch showing the new half right-of-way and per KPB 2.40.080 can request a review of the plat committee decision by the full Planning Commission.

...

SECTION 18. That KPB 20.30.150(B) is hereby amended as follows:

20.30.150. Streets – Intersection requirements.

- A. Street intersections shall be as nearly at right angles as possible, and no intersection shall be at an angle of less than 60 degrees. Where acute street intersections are designed, a minimum 50-foot radius corner at the right-of-way line of the acute angle shall be provided.
- B. Offset intersections are not allowed. The distance between intersection centerlines shall be no less than 150 feet.

...

SECTION 19. That KPB 20.30.240 is hereby amended as follows:

20.30.240. Building setbacks.

- A. [THE COMMISSION SHALL REQUIRE A BUILDING SETBACK OF AT LEAST 70 FEET FROM THE CENTERLINE OF ALL FEE SIMPLE ARTERIAL RIGHTS-OF-WAY IN A SUBDIVISION.] A minimum 20-foot building setback shall be required for dedicated [FEE SIMPLE NON-ARTERIAL] rights-of-way in subdivisions located outside incorporated cities.
- B. Subdivision of land classified as agricultural conveyed subject to AS 38.05.321(a)(2)(B) may provide public access easements in lieu of fee

simple dedications if necessary to comply with the minimum lot size restriction of the statute. The public access easements must meet all applicable right-of-way design criteria of Title 20 and are subject to the building setback requirements set forth in KPB 20.30.240.

C. The setback shall be noted on the plat in the following format:

Building setback - A setback of _____ feet is required from all dedicated street right-of-ways unless a lesser standard is approved by resolution of the appropriate planning commission.

D. When a subdivision is affected by a Local Option Zoning District (LOZD), as approved by the assembly, all building setbacks shall be graphically depicted and labeled on the lots. A local option zoning setback shall be noted on the plat in the following format:

Building setback - This subdivision is located within (name of LOZD) Local Option Zoning District as contained in KPB Chapters 21.44 and 21.46 and adopted by KPB Ordinance (number), recorded under (serial no. and recording district). Information regarding the zoning restrictions and copies of the ordinance are available from the KPB Planning Department.

SECTION 20. That KPB 20.30.250 is hereby amended as follows:

20.30.250. Building setbacks—Within cities.

The building setback requirements for subdivisions located within cities shall be governed by the provisions of municipal zoning districts. Building setbacks as depicted, or noted, on recorded plats shall not be carried forward on a new subdivision plat located within a municipal zoning district. Provide a plat note stating, “Per KPB 20.30.250 the building setback of record has been removed. All development must comply with the municipal zoning requirements.”

SECTION 21. That KPB 20.30.270 is hereby amended as follows:

20.30.270. Different standards in cities.

Where cities have [BEEN DELEGATED PARTIAL PLATTING POWERS BY THE BOROUGH AND HAVE] enacted by ordinance different subdivision design standards than those set forth in this chapter, the planning commission shall apply the city standards in lieu of those set forth in this chapter. [THE APPLICATION OF THE CITY DESIGN STANDARD IS SUBJECT TO THE CITY HAVING AN ORDINANCE IN PLACE THAT SATISFIES THE NOTICE REQUIREMENTS OF KPB 20.25.090(A) THROUGH (D) AND A PROCESS TO APPEAL DECISIONS MADE BY THE CITY REGARDING APPLICATION OF ITS SUBDIVISION DESIGN STANDARDS.] Any appeal of a city design standard is subject to KPB 21.01.020(E).

SECTION 22. That KPB 20.30.280(C) is hereby amended as follows:

20.30.280. Floodplain requirements.

- A. All subdivision plats which are within areas where the floodplain has been identified by the Federal Emergency Management Agency (FEMA), and which involve 50 lots or five acres whichever is lesser, shall include the base flood elevation source.
- B. Any area of the subdivision within the floodplain, floodway or Seward Mapped Flood Data Area (SMFDA) is to be shown and labeled on the plat.
- C. All subdivisions which are wholly or partially located within flood hazard areas as defined by KPB 21.06.030 must comply [AREAS WHERE THE FLOODPLAIN HAS NOT BEEN MAPPED AND BASE FLOOD ELEVATION DATA IS NOT AVAILABLE SHALL PROVIDE THE INFORMATION IN COMPLIANCE] with KPB 21.06.050 standards for Floodplain Management.

...

SECTION 23. That KPB 20.30.290 is hereby amended as follows:

20.30.290. Anadromous waters habitat protection district.

If any portion of a subdivision or replat is located within an anadromous waters habitat protection district, the plat shall contain the following note:

ANADROMOUS WATERS HABITAT PROTECTION DISTRICT NOTE:

Portions of this subdivision are within the Kenai Peninsula Borough Anadromous Waters Habitat Protection District. See KPB Chapter 21.18, as may be amended, for restrictions that affect development in this subdivision. Width of the habitat protection district shall be in accordance with KPB 21.18.040.

SECTION 24. That KPB 20.40.020(A) is hereby amended as follows:

20.40.020. Wastewater system review not required

- A. Wastewater system review will not be required if any of the following criteria are satisfied:
 - 1. The existing parent subdivision was approved by the Department of Environmental Conservation, current state agency, or the Kenai Peninsula Borough under this chapter and the proposed subdivision is limited to:

- a. Vacating lot lines to create fewer lots;
 - b. Moving one or more lot lines a total distance of ten feet or less without increasing the number of lots having prior onsite wastewater approval; or
 - c. Moving one or more lot lines without increasing the number of developable lots, while maintaining a minimum of 20,000 square feet of contiguous area, as described in KPB 20.40.040(A)(4)(a), for each lot affected by the lot line movement.
2. The plat increases lot sizes by 1,000 square feet or more of area suitable for conventional development.
 3. The sole purpose of a plat is to depict [RIGHT-OF-WAY] an area approved for vacation under KPB Chapter 20.65[70] or[AS ATTACHING TO ADJOINING PARCELS IN COMPLIANCE WITH KPB 20.70.150 AND AS 29.40.150,] under KPB 20.10.090.
 4. The sole purpose of a plat is to show a survey and delineate parcels as a condition prior to transfer of title for a municipal entitlement pursuant to AS 29.65, under KPB 20.10.100.

...

SECTION 25. That KPB 20.40.030 is hereby amended as follows:

20.40.030. Abbreviated submittal.

Lots within the proposed subdivision that will be at least 200,000 square feet [OR NOMINAL FIVE ACRES] in size [DO NOT REQUIRE A SOILS ANALYSIS AND REPORT PREPARED BY A QUALIFIED ENGINEER]must comply with KPB 20.40.100(F). Before a final plat is recorded or filed for subdivision, the following note must be placed on the plat:

WASTEWATER DISPOSAL: Lots which are at least 200,000 square feet [OR NOMINAL FIVE ACRES] in size may not be suitable for onsite wastewater treatment and disposal. Any wastewater treatment or disposal system must meet the regulatory requirements of the Alaska Department of Environmental Conservation.

SECTION 26. That KPB 20.40.040 is hereby amended as follows:

20.40.040. Conventional onsite soil absorption systems.

- A. If any lots within a subdivision will utilize conventional onsite soil absorption systems and are less than 200,000 square feet, the following requirements must be met and submitted to the planning director:
1. A soils analysis and report, sealed by a qualified engineer, which meets the requirements of KPB 20.40.100;
 2. A pollution abatement report, sealed by a qualified engineer, which meets the requirements of KPB 20.40.090 if:
 - a. Lot size is less than 40,000 square feet; and
 - b. There will not be a public water system serving the subdivision lots as described in KPB 20.40.090(C);
 3. A working map depicting:
 - a. Ground slopes greater than [20] 25 percent, or 5 percent where a bed system is proposed, and other topographic features as needed by a qualified engineer to meet the design requirements for wastewater disposal as defined in this chapter;

...

- B. Before a final plat is recorded or filed for subdivision under this section, the borough will require the engineer to sign the following note on the final plat:

WASTEWATER DISPOSAL: Soil conditions, water table levels, and soil slopes in this subdivision have been found suitable for conventional onsite wastewater treatment and disposal systems serving single-family or duplex residences. [AND MEETING THE REGULATORY REQUIREMENTS OF THE KENAI PENINSULA BOROUGH.] An Engineer's Subdivision and Soils Report is available from the Kenai Peninsula Borough. Any other type of onsite wastewater treatment and disposal system must be designed by a qualified engineer, registered to practice in Alaska, and the design must be approved by the Alaska Department of Environmental Conservation.

(Signature of) Engineer License # Date

SECTION 27. That KPB 20.40.070 is hereby amended as follows:

20.40.070. Connection to an existing system.

- A. If any lots within a subdivision will be connected to an existing collector wastewater and treatment system, the following requirements must be met:
1. Proof that the owner of the collector wastewater and treatment system has agreed to allow the lots to be connected;
 2. Documentation from the municipality, ADEC or system design engineer that the receiving system is adequate to accept the additional hydraulic and organic loading; and
 3. The minimum lot size necessary to maintain the applicable separation distance [SET OUT AT] pursuant to 18 AAC 72.020 from any part of the wastewater system.
- B. Before a final plat is filed for subdivision, the qualified engineer or surveyor, as applicable, must complete the following plat note which shall be placed on the plat:

WASTEWATER DISPOSAL: Plans for wastewater disposal that meet regulatory requirements are on file at the Department of Environmental Conservation.

(Signature of) Engineer License # Date

- C. If all lots in the subdivision are served by a wastewater treatment and disposal system within a home rule or general law city, then signature by a licensed engineer or surveyor is not required.

SECTION 28. That KPB 20.40.100(F) is hereby amended as follows:

20.40.100. Soils analysis and report.

- F. Soil testing requirements for subdivision lots equal or greater than 200,000 square feet [NOMINAL FIVE ACRES] consist of general soils and water table description with sufficient detail to support the applicability of the proposed means of wastewater disposal; the description must be based on:
1. Existing information; or
 2. Visual analysis by, or local knowledge of, a qualified engineer.

SECTION 29. That KPB 20.50.010(A) is hereby amended as follows:

20.50.010. Exceptions to regulations—Procedure—Commission authority.

- A. Unless prohibited under this title, the commission may authorize exceptions to any of the requirements set forth in this title. [APPLICATION] A request for an exception shall be in writing and present the commission with substantial evidence, justifying the requested waiver or exception stating fully the grounds for the application and the facts relied upon. The commission shall make findings of fact meeting the following standards before granting any exception:
1. That special circumstances or conditions affecting the property have been shown [BY APPLICATION];
 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 title;
 3. That the granting of the exception will not be detrimental to the public welfare or injurious to other property in the area in which said property is situated.

SECTION 30. That KPB 20.60.025 is hereby enacted as follows:

20.60.025 Fee required

The fee established by the current Kenai Peninsula Borough Schedule of Rates, Charges and Fees shall accompany the submission of the final plat.

SECTION 31. That KPB 20.60.070 is hereby amended as follows:

20.60.070. Plat specifications.

The final subdivision plat shall be clearly and legibly drawn to a scale of 1 inch equal to 10, 20, 30, 40, 50, 60, 150 feet of a multiple of 100 feet. The drawing shall be plotted on good quality polyester film at least 3 mil in thickness. All lines, letters, figures, certifications, acknowledgements and signatures shall be clear, [AND] legible and in black ink. The minimum text size should be 10 point (0.1”) font or the equivalent. Where necessary, 8 point (0.08”) capitalized font or the equivalent can be used to label features. The plat shall be so made, and shall be in such condition when filed, that legible prints and negatives can be made therefrom. Colors, grayscale or shading is not acceptable as it does not show when the drawing is reproduced. Sheets shall be one of these sizes: [8½" × 14"]; 11" × 17"; 18" × 24"; and 24" or 30" × 36". When more than one sheet is required, an index map shall be provided on the first sheet showing the entire subdivision and indicating

the portion contained on each sheet. Each sheet shall show the total number (e.g. sheet 1 of 3). When more than one sheet is submitted, all sheets shall be the same size. Indelible ink or sealant shall be used to insure permanency.

SECTION 32. That KPB 20.60.110 is hereby amended as follows:

20.60.110. Dimensional data required.

- A. The bearing and length of every lot line, block line, and boundary line shall be shown. Dimensions of lots shall be given as net dimensions to the boundaries of adjoining streets and shall be shown in feet. No ditto marks shall be used. Information shall be shown for all curves, including radius, central angle, arc length, chord length and chord bearing. The initial point of survey shall be shown and labeled. All non-radial lines shall be labeled. If monumented lines were not surveyed during this platting action, show the computed data per the record plat information.
- B. The natural meanders of ordinary high water (or mean high water line as applicable) is for area computations only, the true corners being on the extension of the sidelines and the intersection with the natural meanders.
- C. Any discrepancy between the survey and the record description, and the source of all information used in making the survey shall be indicated. When an inconsistency is found including a gap or overlap, excess or deficiency, erroneously located boundary lines or monuments, or when any doubt as to the location on the ground of the true boundary or property rights exists, the nature of the inconsistency shall be clearly shown on the drawing.

SECTION 33. That KPB 20.60.130 is hereby amended as follows:

20.60.130. Boundary of subdivision.

The boundary of the subdivision shall be designated by a wider border and shall not interfere with the legibility of figures or other data. The boundary of the subdivided area shall clearly show what survey markers, or other evidence, was found or established on the ground to determine the boundary of the subdivision. Bearing and distance ties to all survey markers used to locate the subdivision boundary shall be shown.

SECTION 34. That KPB 20.60.170 is hereby amended as follows:

20.60.170. Other data required by law.

- A. The plat shall show all other data that are or may be required on the plat by statute or ordinance.

- B. Private covenants and restrictions of record in effect at the time the final plat is approved shall be referenced on the plat. The borough will not enforce private covenants, easements, or deed restrictions.
- C. The plat must adhere to the requirements of the local option zone, where applicable.

SECTION 35. That KPB 20.60.180 is hereby amended as follows:

20.60.180. Plat notes.

- A. Plat notes shall not be placed on a final plat unless required by borough code or by the planning commission in order to promote or protect the public health, safety, and welfare consistent with borough and state law.
- B. Revision of, or not carrying forward, an existing plat note from the parent plat will adhere to KPB 20.50.010. Separate advertising of the plat note removal is not required. Notification of the requested change will be sent by regular mail to all owners within the subdivision (parent plat and subsequent replats) as shown on the borough tax rolls. Upon approval by the planning commission, the revision or removal of the record plat note shall be finalized by recording a planning commission resolution or subdivision plat.

SECTION 36. That KPB 20.60.210 is hereby amended as follows:

20.60.210. Approval—Authority—Certificate issued when.

...

- E. When an application to amend a recorded plat, as defined by 11 AAC 53.900, is received, notice by regular mail of the requested amendment to the plat shall be sent to owner(s) of the affected lot or tract and, if applicable, the owners in the subdivision per borough tax rolls. Separate advertising of the proposed plat amendment is not required.
 - 1. The surveyor shall submit a copy of the plat showing the proposed new wording and/or a sketch of the proposed amendment with the application.
 - 2. The plat amendment may be scheduled as a consent agenda item unless otherwise requested by the owner(s), planning director or planning commission.

SECTION 37. That KPB Chapter 20.65, Vacations, is hereby enacted as follows:

CHAPTER 20.65 VACATIONS.

20.65.010. Authority; Legislative intent; Scope

This chapter is enacted under the authority of AS 29.40. A vacation decision is a discretionary legislative land use decision. The purpose of this chapter is to establish procedures for the vacation of a platted public right-of-way, public area, or other public easement depicted on a borough approved plat, and to provide procedures for the alteration, including removal, of platted utility easements. This chapter does not apply to easements or property owned or held by a city or the borough in their proprietary capacity which may only be extinguished through the terms of the controlling document or applicable law. This chapter does not apply to private easements.

20.65.020. Planning commission recommendation on state easements

The planning commission serving as the platting authority has no authority to vacate public easements under the jurisdiction of the state. The planning commission will provide a recommendation on proposed vacations of state easements within the borough. Applications to vacate a section line easement or other public easements of the state must comply with KPB 20.65.040 and will be considered in accordance with KPB 20.65.050. The applicant is responsible for all submittals required by the state. Final authority for approval and platting of the vacation of any public easement under the jurisdiction of the state rests with the state.

20.65.030. Vacation Criteria

Vacation of a platted public right-of-way, access, area or other easement granted for public use or public benefit must conform to the requirements of this chapter and AS 29.40.120 through AS 29.40.160 as now enacted or as amended.

20.65.040. Vacation Application

An informal pre-application conference by appointment with borough staff prior to the submittal of the application for vacation of a public right-of-way is encouraged. The application shall include the following items.

- A. A petition, provided by the borough planning department, signed by:
 - 1. The owners of the majority of the land abutting the area being vacated; or

- 2. An official representative of the state, the borough, an affected utility, or a city when the area to be vacated is within the city.
- B. A sketch that depicts the area to be vacated, a preliminary vacation plat, or a copy of the existing plat showing the proposed alteration or replat. The format and number of copies of the sketch submittal shall be determined by the planning director;
- C. Written recommendations, comments, or meeting minutes from the planning and zoning commission of the affected city, if the area to be vacated is within a city. The sketch or submittal provided to an affected city must be the same submittal that is provided to the borough.
- D. The appropriate fee; and
- E. Applicant statement containing the reasons in support of the vacation.

20.65.050. Action on vacation application

- A. Staff shall review the application and supporting materials for compliance. If the application is incomplete, staff will return it to the applicant with a written list of deficiencies to be satisfied for acceptance.
- B. After acceptance of the application, staff will:
 - 1. Send notice of the proposed vacation and the public hearing in accordance with KPB 20.10.100.
 - 2. Prepare a staff report that evaluates the merits of the proposed vacation. Revisions to the application submitted subsequent to the preparation of the staff report and after notice is sent will not be considered at the scheduled public hearing. Any such revisions will be treated as a revised application under this chapter.
- E. An accepted application shall be placed on the agenda of a regularly scheduled planning commission meeting. The public hearing on the vacation may not be more than 60 days after acceptance of the application, unless the applicant requests postponement.
- F. The planning commission shall consider the merits of each vacation request and in all cases the planning commission shall deem the area being vacated to be of value to the public. It shall be incumbent upon the applicant to show that the area proposed for vacation is no longer

practical for the uses or purposes authorized, or that other provisions have been made which are more beneficial to the public. In evaluating the merits of the proposed vacation, the planning commission shall consider whether:

1. The right-of-way or public easement to be vacated is being used;
 2. A road is impossible or impractical to construct, and alternative access has been provided;
 3. The surrounding area is fully developed and all planned or needed rights-of-way and utilities are constructed;
 4. The vacation of a public right-of-way provides access to a lake, river, or other area with public interest or value, and if so, whether equal or superior access is provided;
 5. The proposed vacation would limit opportunities for interconnectivity with adjacent parcels, whether developed or undeveloped;
 6. Other public access, other than general road use, exist or are feasible for the right-of-way;
 7. All existing and future utility requirements are met. Rights-of-way which are utilized by a utility, or which logically would be required by a utility, shall not be vacated, unless it can be demonstrated that equal or superior access is or will be available. Where an easement would satisfactorily serve the utility interests, and no other public need for the right-of-way exists, the commission may approve the vacation and require that a utility easement be granted in place of the right-of-way.
- G. The planning commission may impose such conditions as it deems necessary to ensure compliance with the requirements and purpose of this title.
- H. The borough will consider realignment of a right-of-way by vacation and rededication where the planning commission finds that the right-of-way realignment will enhance access and the realigned right-of-way is located to provide reasonable means of ingress and egress.

- I. Where the planning commission finds that a right-of-way must be preserved, but determines there is excessive width for all intended uses within the right-of-way, the commission may approve a partial vacation of a right-of-way such that the width is reduced to the maximum necessary for the intended use. Such vacation shall conform to this title for the class of right-of-way involved except where the right-of-way is not intended to be used for vehicular purposes.
- J. A planning commission decision to approve a vacation is not effective without the consent of the city council, if the vacated area to be vacated is within a city, or by the assembly in all other cases. The council or assembly shall have 30 days from the date of the planning commission approval to either consent to or veto the vacation. Notice of veto of the vacation shall be immediately given to the planning commission. Failure to act on the vacation within 30 days shall be considered to be consent to the vacation. This provision does not apply to alterations of utility easements under KPB 20.65.070 which do not require the consent of the assembly or city council unless city code specifically provides otherwise.
- K. Upon approval of the vacation request by the planning commission and no veto by the city council or assembly, where applicable, the applicant shall have a surveyor prepare and submit a plat including the entire area approved for vacation in conformance with KPB 20.10.080. Only the area approved for vacation by the assembly or council may be included on the plat. The final plat must be recorded within one year of the vacation consent.
- L. A planning commission decision denying a vacation application is final. No reapplication or petition concerning the same vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed.
- M. An appeal of the planning commission, city council or assembly vacation action under this chapter must be filed in the superior court in accordance with the Alaska Rules of Appellate Procedure.

20.65.060. Title to vacated area

- A. The title to the street or other public area vacated on a plat attaches to the lot or land bordering the area in equal proportions, except that if the area was originally dedicated by different persons, original boundary lines shall

be adhered to so that the street area that lies on one side of the boundary line shall attach to the abutting property on that side, and the street area that lies on the other side of the boundary line shall attach to the property on that side. The portion of a vacated street that lies inside the limits of a platted addition attaches to the lots of the platted addition bordering on the area. If a public square is vacated, the title to it vests in a city if it lies inside the city, and in the borough if it lies inside the borough but outside all cities. If the property vacated is a lot, title vests in the rightful owner.

- B. If the municipality acquired the street or other public area vacated for legal consideration or by express dedication to the municipality other than as a subdivision platting requirement, before the final act of vacation the fair market value of the street or public area shall be deposited with the platting authority to be paid to the municipality on final vacation.
- C. Other provisions of this subsection notwithstanding, the planning commission may determine all or a portion of a vacated area should be dedicated to another purpose, and if so, title to the area vacated and held for another public purpose remains in the borough or city, as applicable.

20.65.070. Alteration of platted utility easements

- A. Where platted utility easements are reserved for the purpose of providing utility services by an agency or utility provider and are not dedicated to the public use in the same manner as public rights-of-way, public access, or public easement granted for public use, the planning commission shall review and act upon all requests to alter, including removal, platted utility easements. For purposes of types of easements covered by this section, the KPB 20.90.010 definition for Utility Easement controls.
- B. The petitioner shall include the following items when submitting a request to alter a platted utility easement.
 - 1. A petition, provided by KPB Planning Department, signed by the owner of the land subject to the platted utility easement as shown on the borough tax rolls.
 - 2. Comments from the city advisory commission if applicable, and the jurisdictional authority of a dedicated right-of-way when the utility easement adjoins a dedicated right of way. A petition to alter a platted utility easement will not be approved if a city with jurisdictional authority objects to the alteration.
 - 3. Comments or non-objection from all appropriate utility providers. Affected utility providers must initial or comment on the same sketch or submittal that is provided to the borough.

4. A sketch showing the alteration of the platted utility easement. If the alteration of the utility easement is due to an encroachment, then an as-built survey or site survey must be submitted with the petition.
 5. Appropriate application fee.
 6. Applicant statement containing the reasons for the alteration of the platted utility easement.
- C. Notice shall be sent per KPB 20.10.100.
- D. When the application is complete, the planning commission will take action on the requested alteration of the platted utility easement, either approving or denying the request.
- E. A planning commission decision under this section is final. A notice of decision shall be sent to the petitioner. No reapplication or petition concerning the same alteration to platted utility easement may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed. If the reasons for denial are resolved, the petitioner may submit a new petition for alteration of platted utility easement with documentation that the issues have been resolved, accompanied by a new fee.
- F. An appeal of the planning commission decision under this section must be filed in the superior court in accordance with the Alaska Rules of Appellate Procedure.
- G. Approval of an application under this section expires in 12 months.
- H. Upon approval, the alteration of a utility easement can be finalized by either.
1. Recording of a subdivision plat which complies with Chapter 20.
 2. Recording of a utility easement alteration resolution. Upon approval of an alteration to a platted utility easement, not associated with the vacation of a right-of-way, not requiring transfer of title, or changing of boundary lines, a resolution may be adopted by the planning commission and recorded by the planning department within the time frame set out in the resolution to finalize the approval. The petitioner is responsible for the recording fees. The resolution will require an exhibit drawing showing, and dimensioning, the utility easement alteration area. The exhibit drawing shall be prepared, signed and sealed by a license land surveyor.

SECTION 38. That KPB Chapter 20.70 is hereby repealed.

**[CHAPTER 20.70. – VACATION REQUIREMENTS]
REPEALED**

SECTION 39. That KPB 20.80.040(B)(1) is hereby amended as follows:

B. Converting public street to private street - standards.

1. Vacation of the public right-of-way shall be in accordance with the criteria set forth in KPB 20.65[70].

...

SECTION 40. That KPB 20.90.010 is hereby amended as follows:

CHAPTER 20.90. DEFINITIONS

20.90.010. Definitions generally.

...

"Architect" or "qualified architect" means a licensed architect registered to practice in Alaska under AS 08.48 and 12 AAC 36 in the branch of architecture defined by 12 AAC 36.068 applicable to the project.

...

"Date of distribution" or "distribution" means the date a notice, decision or other document is provided, manually or electronically, or is postmarked. [, TO A PARTY OF RECORD.]

...

"Monument" means a point marked on the surface of the earth for commencing or controlling a survey.

...

["NOMINAL FIVE ACRES" MEANS OF, LIKE, OR RELATING TO AN ALIQUOT FIVE-ACRE PART.]

...

["PARTIES OF RECORD" UNLESS SPECIFIED OTHERWISE MEANS THOSE PERSONS WHO HAVE COMMENTED IN A WRITTEN AND SIGNED DOCUMENT OR IN PERSON ON AN AGENDA ITEM BEFORE THE PLANNING COMMISSION OR PLAT COMMITTEE WHO OWN PROPERTY WITHIN THE NOTIFICATION RADII ESTABLISHED IN THIS CHAPTER.]

...

“Right-of-way dedication” or “right-of-way” means a right-of-way dedicated on a plat for road, street, or utility purposes in accordance with the platting requirements of the Kenai Peninsula Borough, or such rights-of-way as have been specifically granted by easement or dedicated by statute or otherwise approved by law[MEANS TRANSFER OF FEE SIMPLE UNDERLYING OWNERSHIP OF A RIGHT-OF-WAY TO THE STATE, BOROUGH, OR A MUNICIPALITY].

"Subdivision" means the division of a tract or parcel of land into two or more lots, or other divisions for the purpose of sale or building development, and includes resubdivision and relates to the process of subdividing or to the land or areas subdivided. As used in this Chapter, it also includes the elimination of lot lines and/or any change to an existing property line.

...

SECTION 41. That KPB 20.21.210 is hereby amended as follows:

21.20.210 Definitions

- A. For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:
1. "Aggrieved party or person" means a party of record adversely impacted by the decision of the hearing officer who participated before the hearing officer either by written or oral presentation.
 2. The "appellant" is the party who pays the filing fee and initially files the notice of appeal.
 3. The "applicant" is the party that made application with the planning department for a permit, plat, variance or other entitlement subject to a quasi-judicial process under KPB Title 20 or 21.
 4. "Ex parte" means by or for one party; done for, on behalf of, or on the application of, one party only.
 5. "Party of record" means:
 - a. The applicant before the planning commission,
 - b. Any party or person aggrieved by the decision where the decision has or could have an adverse effect on value, use or enjoyment of real property owned by them who appeared before the planning commission with either an oral or written presentation, and who owns lands within the

notification radii. A signature on a petition does not qualify the signatory as a party of record.

[(1) A SIGNATURE ON A PETITION DOES NOT QUALIFY THE SIGNATORY AS A PARTY OF RECORD WITHOUT A SEPARATE ORAL OR WRITTEN PRESENTATION TO THE PLANNING COMMISSION.]

6. "Quasi-judicial decisions" are those decisions where general law or policy are applied or affect an individual's property interests. Such decisions include but are not limited to preliminary and final plat approvals, conditional use permits, and exception and variance applications.
7. "Substantial evidence" means relevant evidence a reasonable mind might accept as adequate to support a conclusion.

SECTION 42. That KPB 21.20.230 is hereby amended as follows:

21.20.230. Jurisdiction.

- [A.] Unless a different appellate procedure is provided by this Code, the hearing officer is authorized to hear and decide appeals from quasi-judicial planning commission decisions.
- [B.] THE ASSEMBLY SHALL CONSIDER VACATION PETITIONS APPROVED BY THE PLANNING COMMISSION IN ACCORDANCE WITH THE PROCEDURES IN KPB CHAPTER 20.70.]

SECTION 43. That KPB 20.21.250 is hereby amended as follows:

21.20.250. Appeal of planning commission decision to hearing officer.

...

- E. *Entry of appearance.* The borough clerk shall mail or otherwise deliver copies of the notice of appeal to all parties of record in the proceeding appealed within 15 days of the date of filing the notice of appeal. Proof of service upon each party shall accompany the notice of appeal. Any party desiring to participate in the appeal process must file an entry of appearance containing that party's name and address and signature, or the name and address of the party and the name and address and signature of the party's representative, within 15 days of the date of mailing of the notice of appeal by the borough clerk. If borough staff is not participating in the appeal beyond providing the required staff overview, a notice of non-participation will be filed with the borough clerk. Proof of service of the entry of

appearance upon each party shall be made in the manner prescribed in KPB 21.20.280(D). Any party filing an entry of appearance may file additional designations of error or other alternative requests for modification or reversal of the decision.

...

SECTION 44. That KPB 20.21.270 is hereby amended as follows:

21.20.270. Record on appeal.

- A. *Record; contents.* For the purposes of appeal, the record shall include:
1. The filed application or complaint which initiated the proceedings before the planning commission;
 2. All informational materials supplied to the commission or relied upon by the planning director or staff in making its report or recommendations to the planning commission;
 3. All informational materials which were entered into the record or minutes of the proceeding before the commission;
 4. The report of the initial investigation by the planning department, and where applicable the enforcement order or decision of the planning director;
 5. All testimony and all documents or other evidence received by the planning commission from the parties or other witnesses during the proceedings;
 6. The decision of the planning commission;
 7. The planning commission's findings of fact; and
 8. The minutes of the planning commission and a verbatim transcript of the planning commission hearing.
- B. *Record; preparation.* The planning department shall complete and file the transcript with the borough clerk within 30 days after the deadline for filing entries of appearance. The planning director shall certify the paginated and indexed record and minutes on appeal within 30 days after the deadline for filing entries of appearance. One copy of the record shall be provided to a party paying the filing fee. A copy shall also be provided to the applicant if the applicant is not the appellant. A notice of certification of record shall be provided to all parties by the borough clerk. Copies of the record may be provided to other parties or any other persons upon payment of a handling

charge in the amount listed in the most current Kenai Peninsula Borough Schedule of Rates, Charges and Fees.

- C. Appeal on the record; new evidence. Appeals to the hearing officer shall be on the record. No new evidence, or illustrative documents or attachments to written statements, may be filed without prior approval of the hearing officer after a showing by the moving party that there exists cause for supplementing the record and that even with due diligence the new evidence could not have been provided at the public hearing before the planning commission and a reasonable opportunity is provided for all other parties of record to submit comments on the request prior to the hearing officer's decision.

SECTION 45. That KPB 20.21.280 is hereby amended as follows:

21.20.280. Written statements.

- A. *Opening statement.* A party of record who entered an appearance in the appeal[APPELLANT, STAFF AND THE APPLICANT IF THE APPLICANT IS NOT THE APPELLANT] shall submit a written statement which shall be filed with the borough clerk within 20 days of the clerk issuing notice that a completed record and transcript have been filed. The written statement may include a statement of facts as derived from the record on appeal, a statement of the party's perception of the correctness of the planning commission decision, a list of asserted errors, and any citations to applicable statutes, ordinances, regulations or other legal authority for the position taken by the party to the appeal. Failure to timely submit the opening written statement will result in dismissal of that party from the appeal. Multiple parties may preserve their party status by filing a single written statement; however, the written statement must clearly identify all parties filing the single statement. The hearing officer may waive irregularities in the content of the notice of appeal or written statements. In appeals where staff does not enter an appearance, the staff overview may be provided in writing when opening statements are due.
- B. *Reply statement.* Each party filing an opening statement may submit a reply statement within 20 days of the filing deadline for the initial written statements. The reply shall be limited to response to matters specifically raised in the opening statement[RESPONDED TO]. A party [shall] may only file a single reply statement in response to all opening statements filed.
- C. *Extension.* The hearing officer, upon good cause shown, may grant an extension of time to any party or legal representative for the completion of any act required under this section, except for the filing of the notice of appeal, where the remaining parties will not appear to be unduly prejudiced by the delay. An extension permitted one party shall be extended to all

parties by notice from the borough clerk. Motions for extensions shall comply with the provisions of KP.B 21.20.280(D) and 21.20.300.

D. *Service.* Service of written statements shall be made on all parties of record for briefs and on parties permitted to file motions and respond to motions by KP.B 21.20.300. Service shall be made by the borough clerk either by mail or personal delivery within two business days of the filing deadline. Service by email or facsimile is permitted when the party to be served has affirmed in writing the acceptance of alternate forms of service.

E. *Additional written statements.* Unless the hearing officer requests supplemental written statements from the parties of record or staff, no additional written statements shall be accepted.

SECTION 46. That KP.B 20.21.300 is hereby amended as follows:

21.20.300. Motions.

A. *Parties.* Motions for continuances, shortened time, or other matters may be filed by the following parties and served in the manner prescribed by KP.B 21.20.280(D):

1. The appellant;
2. The applicant if that party is not the appellant;
3. A borough official if borough staff enters an appearance in the matter.

...

SECTION 47. That this ordinance is effective January 1, 2021.

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

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

11/10/20 Vote on motion to postpone to 12/01/20:

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert

No: None

Absent: None

12/01/20 Vote on motion to postpone as amended to 01/19/21:

Yes: Chesley, Cox, Dunne, Johnson, Hibbert

No: Bjorkman, Carpenter, Derkevorkian, Elam

Absent: None

Yes:

No:

Absent:

Kenai Peninsula Borough Planning Department

MEMORANDUM

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

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

FROM: Scott Huff, Platting Manager SA
Sean Kelley, Deputy Borough Attorney SK

DATE: November 19, 2020

SUBJECT: Second Amendment to Ordinance 2020-45, Amending KPB 2.40, Planning Commission, KPB Title 20, Subdivisions, and KPB 21.20, Hearing and Appeals, to Correct Grammatical Errors, and Clarify and Improve Certain Administrative Procedures (Mayor)

In response to comments received from the law firm Molloy Schmidt, the administration, planning, and legal staff met with Mr. Molloy and Ms. Schmidt to discuss and fully consider their concerns. Following that discussion, some wording changes to this amendment are proposed herein. All of the proposed changes are contained within Section 37 of Ordinance 2020-45.

[Please note the bold underlined language is new with deletions crossed out.]

1. Proposed Amendment #1 to Section 37

- Amend 20.65.010 as follows:

20.65.010. – Authority; Legislative intent; Scope

This chapter is enacted under the authority of AS 29.40. A vacation decision is a discretionary legislative land use decision. The purpose of this chapter is to establish procedures for the vacation of a platted public right-of-way, public area, or other public easement **dedicated depicted** on a borough approved plat, and to provide procedures for the alteration, including removal, of platted utility easements. This chapter does not apply to easements or property owned or held by a city or the borough in their proprietary capacity which may only be extinguished through the terms of the controlling document or applicable law. This chapter does not apply to private easements.

Explanation: This amendment is proposed to clarify that the borough's vacation authority under this chapter is limited to platted dedicated public easements shown on a borough approved plat.

November 19, 2020
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Second Amendment to O2020-45

2. *Proposed Amendment #2 to Section 37*

- Amend 20.65.020 as follows:

20.65.020. – Planning commission recommendation on state easements

The planning commission serving as the platting authority has no authority to vacate public easements under the jurisdiction of the state. The planning commission will provide a recommendation on proposed vacations of state-**managed** easements within the borough. Applications to vacate a section line easement or other **public state-managed easements of the state** must comply with KPB 20.65.040 and will be considered in accordance with KPB 20.65.050. The applicant is responsible for all submittals required by the state. Final authority for approval and platting of the vacation of any public easement under the jurisdiction of the state rests with the state.

Explanation: This addresses a concern that the term “state easements” is too broad and expansive. The proposed change limits the planning commission’s recommendation oversight to state-managed easements within the borough. The commenters also requested that the language “must comply with KPB 20.65.040 and will be considered in accordance with KPB 20.65.050” be struck because a recommendation should not have to follow the same requirements as a final decision to approve or deny a vacation. This amendment however does not propose striking that language at this time because the public may have some interest in retaining the state-managed public easement and to reach a well-informed recommendation it is prudent for the platting authority’s review to follow a standardized process.

3. *Proposed Amendment #3 to Section 37*

- Amend 20.65.050 as follows:

20.65.050. – Action on vacation application

- A. Staff shall review the application and supporting materials for compliance. If the application is incomplete, staff will return it to the applicant with a written list of deficiencies to be satisfied for acceptance.
- B. After acceptance of the application, staff will:
1. Send notice of the proposed vacation and the public hearing in accordance with KPB 20.10.100.
 2. Prepare a staff report that evaluates the merits of the proposed vacation. Revisions to the application submitted subsequent to the preparation of the staff report and after notice is sent will not be considered at the scheduled public hearing. Any such revisions will be treated as a revised application under this chapter.

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Second Amendment to O2020-45

C. An accepted application shall be placed on the agenda of a regularly scheduled planning commission meeting. The public hearing on the vacation may not be more than 60 days after acceptance of the application, unless the applicant requests postponement.

D. The planning commission shall consider the merits of each vacation request. **A platted dedication to public use of land or interest in land may be vacated if the dedication is no longer necessary for present or future public use, and in all cases the planning commission shall deem the area being vacated to be of value to the public. It shall be incumbent upon the applicant to show that the area proposed for vacation is no longer practical for the uses or purposes authorized, or that other provisions have been made which are more beneficial to the public.** In evaluating the merits of the proposed vacation, the planning commission shall consider whether:

1. The right-of-way or public easement to be vacated is being used;
2. A road is impossible or impractical to construct, and alternative access has been provided;
3. The surrounding area is fully developed and all planned or needed rights-of-way and utilities are constructed;
4. The vacation of a public right-of-way provides access to a lake, river, or other area with public interest or value, and if so, whether equal or superior access is provided;
5. The proposed vacation would limit opportunities for interconnectivity with adjacent parcels, whether developed or undeveloped;
6. Other public access, other than general road use, exist or are feasible for the right-of-way;
7. All existing and future utility requirements are met. Rights-of-way which are utilized by a utility, or which logically would be required by a utility, shall not be vacated, unless it can be demonstrated that equal or superior access is or will be available. Where an easement would satisfactorily serve the utility interests, and no other public need for the right-of-way exists, the commission may approve the vacation and require that a utility easement be granted in place of the right-of-way; and
8. **Any other factors that are relevant to the vacation application or the area proposed to be vacated.**

...

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Second Amendment to O2020-45

The remaining subsections should be re-lettered accordingly.

Explanation: This proposed change addresses a concern that deeming the area being vacated to be “of value” could be problematic and hard to define. Upon further review, the public’s interests in the area vacated are protected by language added regarding present or future use and the 1-8 criteria provided. The proposed change adds a new number 8 to the criteria to provide for a catch-all for other factors the planning commission deems relevant to the vacation application

4. *Proposed Amendment #4 to Section 37*

- Amend 20.65.060 as follows:

20.65.060. Title to vacated area

....

- C.** Other provisions of this subsection notwithstanding, the planning commission may determine that ~~all or~~ a portion of **the area proposed to be vacated should be reserved a vacated area should be dedicated, for another public easement purpose,** and if so, title to the area **vacated-reserved** and held for another public **easement** purpose remains in the borough or city, as applicable.”

Explanation: A concern was raised that the language indicated the planning commission could re-dedicate the area vacated without the landowner’s consent. While the current language tracks code language used by other second class boroughs and is comparable to state statutory language, this proposed change attempts to clarify the intent of this section. The intent is that the planning commission, in deciding whether or not to vacate an area, may determine that the best option is to vacate a portion of the easement while retaining or reserving a portion for other public easement purposes, such as a utility easement or pedestrian access easement. This section would provide for partial vacations to avoid the scenario of “all or nothing” vacations. A partial vacation and/or reserving a smaller public easement within the public easement being vacated is not a taking. For example, the planning commission, while evaluating the merits of vacating a 60-foot wide dedicated right-of-way, may determine it is appropriate to retain 10 feet of the 60-foot wide right-of-way for pedestrian or utility purposes and vacate the remaining 50 feet of the right-of-way. This would be a permissible partial vacation.

Your consideration of these proposed amendments is appreciated.

Kenai Peninsula Borough Legal Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *JCB*

FROM: Marcus Mueller, Acting Planning Director *[Signature]*
Scott Huff, Platting Manager *SA*
Sean Kelley, Deputy Borough Attorney *SK*

DATE: October 1, 2020

SUBJECT: Ordinance 2020-45, Amending KPB 2.40, Planning Commission, KPB Title 20, Subdivisions, and KPB 21.20, Hearing and Appeals, to Correct Grammatical Errors, and Clarify and Improve Certain Administrative Procedures (Mayor)

Since the last significant rewrite to the borough's subdivision code in 2014, platting staff have found a number of provisions that would benefit from clarifying language. The amendments to KPB Title 20 (Title 20) and KPB 2.40 will improve the platting process and procedure and make Title 20 consistent with current law. Among technical changes to borough subdivision regulations, the amendments will add a new uniform notice section that will be applicable to all of Title 20.

The amendments will repeal KPB 20.70, Vacation Requirements, and replace that chapter with a new vacations chapter, KPB 20.65, Vacations. The new vacation chapter will clarify that only platted public easements may be vacated by the planning commission subject to consent or veto by the borough or a city, if the easement to be vacated is within a city. The new vacation chapter will include a utility easement alteration or removal section to improve the procedure for alteration of utility easements.

The amendments to KPB 21.20 seek to improve definitions and to clarify that hearing officer appeals are on the record appeals. The amendments also provide for a process of non-participation by the borough and to remove requirements for providing statements and motions even when the borough is not a participating party.

A sectional analysis of all the changes included in this ordinance is attached.

Your consideration of this ordinance is appreciated.

Kenai Peninsula Borough

Legal Department

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly
Blair Martin, Planning Commission Chair
Members, Kenai Peninsula Borough Planning Commission

FROM: Sean Kelley, Deputy Borough Attorney
Scott Huff, Platting Manager
Marcus Mueller, Acting Planning Director

CC: Charlie Pierce, Mayor

DATE: October 1, 2020

SUBJECT: Ordinance 2020-45, Subdivisions, Hearings and Appeals Amendment
Ordinance **Sectional Analysis**

The following provides a sectional analysis of the amendments to the subdivision regulations and KPB Chapter 21.20, Hearings and Appeals.

Section 1 amends KPB 2.40.080 to clarify that the planning commission's delegation of powers to the plat committee is done in its capacity as the platting board, to change the time to file a request for review from ten days to fifteen days, and to establish that any person or agency sent a notice of decision may request review by the full planning commission.

Section 2 amends KPB 20.10.040 clarifying when an abbreviated plat procedure may be used and adds a cross reference to KPB 20.40.

Section 3 conforms KPB 20.10.080, related to vacation plats, to recognize that there may be vacation plats that are not right-of-way vacation plats and to cross reference the new vacations chapter KPB 20.65.

Section 4 adds a new section KPB 20.10.100 to provide a uniform notice section for public hearings under Title 20.

Section 5 adds a new section KPB 20.10.110 to establish a building setback encroachment application and permit process. Currently an exception is granted to allow a building to remain within a building setback on all recorded plats. Platting exceptions are allowed only at time of preliminary plat approval. This will allow a process to review and grant (or deny) permission for a building to remain within a building setback within already platted subdivisions.

Section 6 adds a new section KPB 20.10.120 to provide for a notice of decision section to include the persons or agencies that will be sent a notice of decision.

Section 7 amends KPB 20.25.020 to clarify that the submission of a preliminary plat is the responsibility of a licensed land surveyor.

Section 8 amends KPB 20.25.030 to clarify that the planning director will determine the number of copies and format for preliminary plat submissions and this number will be noted on the submittal application.

Section 9 amends KPB 20.25.050(A) to recognize that platting powers have not been delegated but that such powers may be delegated to the cities upon request, amends KPB 20.25.050(B) & (E) to eliminate 49-day deadline for city advisory planning commission review of preliminary plat, and amends KPB 20.25.050(F) to state that a final plat may not deviate from a preliminary plat unless the city has approved the revision.

Section 10 amends KPB 20.25.060, applicable to second class cities, the changes are similar to section 9 by removing the 49-day deadline for city review of a preliminary plat and removing reference to delegation of limited platting authority.

Section 11 amends KPB 20.25.070 to require that the parent plat name be carried forward on the preliminary plat, to clarify that the preliminary plat must identify existing travel ways, to require the plat show the status of neighboring parcels within 100 feet to assist within planning for street intersections and future development, and to show low wet or swampy areas to assist owners plans for prudent placement of structures, wells, septic systems, and rights-of-way.

Section 12 repeals KPB 20.25.090 due to new uniform notice section KPB 20.10.100 proposed in this ordinance.

Section 13 amends KPB 20.25.110 to clarify the approval time frame of the preliminary plats, the expiration of preliminary plat, the number of extensions that may be granted, and to put the subdivider on notice when a preliminary plat is granted a time extension the final plat must comply with current subdivision code.

Section 14 conforms KPB 20.25.120 to the KPB 2.40.080 amendments regarding deadline for filing a request for review of a plat committee decision. A section is being added to codify that preliminary plats approved prior to February 14, 2014 (prior code which contained no time expiration) will now have ten years from

date of approval to record the plat, update to current code, or have the approval expire after 10 years.

Section 15 amends KPB 20.30.060(D) clarifies the placement of a ten-foot utility easement within borough rights-of-way and states that within the boundaries of a city the city and applicable utility providers will determine location, and/or width of utility easements.

Section 16 repeals KPB 20.30.110, half streets, in recognition that applicable half street language is moved to KPB 20.30.120.

Section 17 amends KPB 20.30.120(A) to move the half street requirements to fall within the street width requirements of code and to change the notice to adjoining property owners to be consistent with KPB 2.40.080.

Section 18 amends KPB 20.30.150(B) to add requirement that distance between street centerlines shall be no less than 150 feet.

Section 19 amends KPB 20.30.240(A) to clarify that the building setback requirement applies to all dedicated rights-of-ways and to add a plat note when a subdivision is affected by a local option zoning district.

Section 20 amends KPB 20.30.250 to allow completion of new plats without requiring an exception to KPB 20.30.240 when the recorded plat shows a building set back. This will remove the requirement for an exception request to not carry forward a plat note that no longer applies. Currently this often affects simple replats within cities with zoning powers. The change will help simplify the platting process.

Section 21 amends KPB 20.30.270 to clarify that the different design standards in cities may be applied by the planning commission even if platting powers haven't been delegated to that specific city.

Section 22 amends KPB 20.30.280(C) to clarify the applicable provision of floodplain management code that must be followed for subdivision plats.

Section 23 amends KPB 20.30.290 to conform to KPB 21.18 by adding the word "waters" to provide the correct title and description for the applicable plat note.

Section 24 amends KPB 20.40.020(A)(3) to clarify that a vacation is not limited to dedicated right-of-way vacations and to correct cross reference to new KPB 20.65.

Section 25 amends KPB 20.40.030 to remove the nominal five acre description from the abbreviated submittal for the wastewater review to eliminate confusion and adds a cross reference to KPB 20.40.100(F).

Section 26 amends KPB 20.40.040 to remove reference to borough regulatory requirements because the borough does not regulate the installation of septic systems and adding a plat note so that owners are aware that a soils analysis report is on file with the borough which is beneficial when planning for the installation of a septic system.

Section 27 amends KPB 20.40.070 by adding a new paragraph C to clarify that a licensed engineer or surveyor does not have to sign the wastewater disposal note for subdivisions served by city septic systems.

Section 28 amends KPB 20.40.100 to align with changes to 20.40.030 by removing reference to nominal five acres and replacing it with 200,000 square feet.

Section 29 amends KPB 20.50.010(A) to clarify that an exception may be requested without a formal application process.

Section 30 adds a new section KPB 20.60.025 requirement that the final plat filing fee must accompany the submission of the final plat.

Section 31 amends KPB 20.60.070 to conform with State of Alaska (DNR) platting recommendations and to clarify drawing standards to be followed (colors should not be used, appropriate drawing scales, and the appropriate font size) so that recorded plats are legible and can be reproduced in the future.

Section 32 amends KPB 20.60.110 to provide that non-radial lot lines must be labeled to provide useful information to owners and subsequent surveyors, to label computed data where lines were not measured, and to add clarification to situations where a discrepancy is found between survey markers and/or to show how new survey marker locations were established.

Section 33 amends KPB 20.60.130 to define that the boundary of the subdivision must be established and clearly shown on the drawing.

Section 34 amends KPB 20.60.170 to clarify that private covenants, easements, or deed restrictions will be shown on plat when known but that they are not enforced or regulated by the borough, and to add a requirement that subdivision plats must confirm to applicable local option zone requirements.

Section 35 amends KPB 20.60.180 to add a new paragraph B regarding plat note revision or removal.

Section 36 amends KPB 20.60.210 to add a new paragraph E to require notification to the owner(s) of the affected lot and/or owners in the subdivision when a request to amend a record plat is received.

Section 37 adds a new chapter KPB 20.65, Vacations, to borough code.

- **KPB 20.65.010** provides authority, legislative intent, scope and purpose of the chapter to clarify that the chapter only applies to platted public easements or areas. The chapter does not apply to private easements or easements created by contract, deed, or Alaska Statute.
- **KPB 20.65.020** provides for a planning commission recommendation on the vacation of state easements.
- **KPB 20.65.030** provides that vacations must conform to requirements of KPB 20.65 and AS 29.40.120 through AS 29.40.160.
- **KPB 20.65.040** provides for an informal pre-application conference with borough staff and provides the requirements for a complete application.
- **KPB 20.65.050** provides the procedure to be followed, the criteria for evaluating the merits of a vacation application, that approval of a vacation is not final without the consent of city council or assembly, as applicable, that a planning commission denial is final and that as a legislative act appeals of a vacation decision must be filed in Alaska Superior Court.
- **KPB 20.65.060** addresses title to the vacated area.
- **KPB 20.65.070** concerns process and procedure for alteration, including removal, of platted utility easements.

Section 38 repeals KPB 20.70, Vacation Requirements, as this chapter is replaced by new vacations chapter KPB 20.65.

Section 39 amends KPB 20.80.040 to conform cross reference to KPB 20.65.

Section 40 amends KPB 20.90.010 definitions.

Section 41 amends KPB 21.20.210 definitions to clarify that a party must own property within the notification radii to appeal a planning commission decision to a hearing officer.

Section 42 amends KPB 21.20.230(B) to remove confusion regarding assembly consideration of vacation approvals as that is covered in full by new KPB 20.65.050.

Section 43 amends KPB 21.20.250 to provide for a process of non-participation by the borough when only private interests are being litigated.

Section 44 amends KPB 21.20.270 to clarify that KPB 21.20 appeals are appeals on the record and new evidence will not be admitted without cause.

Section 45 amends KPB 21.20.280 for clarification regarding who must submit an opening statement and to clarify when additional written statements are allowed.

Section 46 amends KPB 21.20.300 to clarify that the borough may only file motions if it enters an appearance in the matter.

Section 47 sets the effective date of this ordinance.

Introduced by: Mayor
Date: 01/19/21
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-006**

A RESOLUTION REDISTRIBUTING FISCAL YEARS 2018 AND 2019 COMMUNITY ASSISTANCE PROGRAM FUNDS TO ELIGIBLE NONPROFITS WITHIN THE UNINCORPORATED COMMUNITIES OF DIAMOND RIDGE AND FRITZ CREEK

WHEREAS, the Alaska State Legislature provides funding to municipalities and unincorporated communities through the Community Assistance Program (“Program”); and

WHEREAS, the assembly annually approves the unincorporated communities that are eligible for participation within the Kenai Peninsula Borough, which include the unincorporated communities of Diamond Ridge and Fritz Creek (“Communities”); by way of resolution; and

WHEREAS, the assembly approved the subgrant of Program funds to the nonprofit Kachemak Emergency Services Member Association (“Nonprofit”) for the Communities in fiscal year 2018 through enactment of KP Resolution 2017-065 in the amount of \$3,000; and

WHEREAS, the assembly approved the use of Program funds by the Nonprofit for the Communities in fiscal year 2019 through enactment of KP Resolution 2018-051 in the amount of \$4,869.86; and

WHEREAS, the Nonprofit is unable to expend the balance of funds for fiscal years 2018 and 2019 to complete projects that may benefit the Communities; and

WHEREAS, area nonprofits that have consistently provided services to these Communities are eligible to receive the remaining funds by way of grant agreements; and

WHEREAS, it is in the best interest of the borough and the Communities to approve the proposed projects and to distribute community assistance funds to the eligible nonprofit entities;

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

SECTION 1. That the mayor is authorized to deobligate the balance of community assistance program funds granted to Kachemak Emergency Services Member Association and redistribute the funds by way of grant agreements and any other documents necessary with the nonprofit organizations on behalf of the unincorporated

communities of Diamond Ridge and Fritz Creek for general operation costs that support public projects in the following chart:

Unincorporated Community	Eligible Recipient	Amount
Diamond Ridge Fiscal Year 2018	Kachemak Ski Club, Inc.	\$527.25
	Kachemak Nordic Ski Club	\$527.25
	Homer Cycling Club, Inc.	\$527.25
	Snomads, Inc.	\$527.25
Diamond Ridge Fiscal Year 2019	Kachemak Ski Club, Inc.	\$250.00
	Kachemak Nordic Ski Club	\$250.00
	Homer Cycling Club, Inc.	\$250.00
	Snomads, Inc.	\$250.00
Fritz Creek Fiscal Year 2019	Kachemak Nordic Ski Club	\$1,289.95
	McNeil Canyon Elementary School Community Council, Inc.	\$1,289.95
	Snomads, Inc.	\$1,289.96

SECTION 2. That \$2,109 in community assistance program funds for fiscal year 2018 in account 271.95910.18CAP.43011 is deobligated from Kachemak Emergency Services Member Association and redistributed to the above-listed entities by way of grant agreements.

SECTION 3. That \$4,869.86 in community assistance program funds for fiscal year 2019 in account 271.95910.19CAP.43011 is deobligated from Kachemak Emergency Services Member Association and redistributed to the above-listed entities by way of grant agreements.

SECTION 4. This resolution shall become effective retroactively on July 1, 2020, immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 19TH DAY OF JANUARY, 2021.

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Community & Fiscal Projects

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*
Brandi Harbaugh, Finance Director *BH*

FROM: Brenda Ahlberg, Community & Fiscal Projects Manager *Bl*

DATE: January 7, 2021

RE: Resolution 2021-~~000~~, Redistributing Fiscal Years 2018 and 2019 Community Assistance Program Funds to Eligible Nonprofits within the Unincorporated Communities of Diamond Ridge and Fritz Creek (Mayor)

The Community Assistance Program provides state funding for unincorporated communities to complete public projects or services through nonprofit or tribal entities that agree to be the fiduciary.

The Kachemak Emergency Services Member Association ("Nonprofit") received funds for the fiscal years 2018 and 2019 to complete projects in Diamond Ridge and Fritz Creek. The Nonprofit did not respond to multiple reporting reminders or to the notice of compliance deadline of December 31, 2020. Therefore, it is in the best interests of the borough and the communities to redistribute the balance of funds to the area nonprofits that are compliant fiduciaries of the annual Community Assistance Program funds for the unincorporated communities of Diamond Ridge and Fritz Creek.

Upon approval, grant agreements will be executed for the use of funds to supplement projects such as trail maintenance or general operations that support services to the public. The Community & Fiscal Project Manager will oversee the program.

FUND/ACCOUNT VERIFICATION	
Acct. No. <u>271.95910.18CAP.43011</u> -	Amount: <u>\$2,109.00</u>
Acct. No. <u>271.95910.19CAP.43011</u> -	Amount: <u>\$4,869.86</u>
By: <u>PP</u>	Date: <u>1/7/2021</u>

Introduced by: Mayor
Date: 01/19/21
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-007**

**A RESOLUTION APPROVING THE TOURISM AND ECONOMIC DEVELOPMENT
PROGRAM OBJECTIVES FOR FISCAL YEAR 2022**

WHEREAS, the assembly is responsible for approving program objectives annually for tourism promotion by grants to nonprofits or contracts pursuant to KPB 19.10.020; and

WHEREAS, the program objectives establish the foundation for tourism promotion and economic development of the borough on a non-area-wide basis; and

WHEREAS, all grant applications shall be submitted in writing to the mayor by February 15 for consideration for inclusion in the FY22 budget;

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

SECTION 1. That the Kenai Peninsula Borough Assembly approves the following program objectives for the promotion of tourism and marketing for fiscal year 2022 in the areas of the borough outside of the cities:

- A. Promote the unique travel destinations to each of the 30 unincorporated communities.
- B. Promote significant increases in tourism during the shoulder seasons.
- C. Track online impressions and conversions of impressions to sales in the tourism markets.

SECTION 2. That these program objectives shall apply for the fiscal year 2022.

SECTION 3. This resolution shall become effective immediately upon adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 19TH DAY OF JANUARY, 2021.

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Community & Fiscal Projects

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: Brenda Ahlberg, Community & Fiscal Projects Manager *BA*

DATE: January 7, 2021

RE: Resolution 2021-007, Approving the Tourism and Economic Development Program Objectives for Fiscal Year 2022 (Mayor)

KPB Title 19 requires that the assembly annually approve program objectives promoting tourism and economic development prior to entering into grant or contractual agreements. Per code, "All appropriations and program objectives shall be approved annually by the assembly, and no applications shall be approved nor expenditures made prior to approval of the annual program objectives" (KPB 19.10.020). The assembly approves applicants in the budget ordinance.

Assembly member Bill Elam met with borough staff to develop the proposed program objectives. The group referenced the nonprofits Kenai Peninsula Tourism Marketing Council and the Kenai Peninsula Economic Development District and their current promoting and tracking activities of the borough in a nonareawide basis.

It should be noted that grants to Kenai Peninsula Economic Development District and to the Small Business Development Center are authorized by way of Alaska statute regarding second class borough powers, "a second class borough may by ordinance exercise the following powers on a nonareawide basis: provide for economic development" [AS 29.35.210(a)(8)].

This resolution presents the recommendations for the assembly's consideration.

Introduced by: Mayor, Johnson
Date: 01/19/21
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-008**

**A RESOLUTION REQUESTING THE U.S. SECRETARY OF COMMERCE TO
DECLARE A COMMERCIAL FISHERY RESOURCE DISASTER DUE TO THE 2020
FAILURE OF THE UPPER COOK INLET COMMERCIAL SOCKEYE SALMON
FISHERY**

WHEREAS, in the 2020 commercial salmon fishery for the Upper Subdivision of the Central District of Cook Inlet, Alaska, (“UCI”) approximately 959,802 fish were commercially harvested, which is the lowest harvest of commercial salmon for that region since 1971 and approximately 59.6 percent less than the recent 10-year average of 2,814,926 fish; and

WHEREAS, the total gross revenue for these fisheries in 2020 was 83 percent less than the most recent 10-year annual average; and

WHEREAS, sockeye salmon are the most valuable of the five species of Pacific salmon present in UCI and in 2020 the combined drift and set net commercial sockeye harvest of 579,068 fish was approximately 77 percent less than the average annual harvest of 2,525,662 fish for the years 2010 to 2019 and the lowest UCI sockeye harvest since 1975; and

WHEREAS, in 2020, the commercial drift gill net sockeye harvest in UCI was 283,727 individual fish; these numbers are 81 percent less than the previous 10-year annual average harvest of 1,518,6154, excluding the 2018 harvest as it was also a disaster; and

WHEREAS, the 2020 commercial set net sockeye harvest in the UCI was 295,341 individual fish which is 67.5 percent less than the previous 10-year annual average harvest of 909,213, excluding 2018 as it was also a disaster; and

WHEREAS, the UCI commercial salmon fishing industry includes harvesting salmon, the wholesale or retail marketing, sale, delivery, distribution, and processing of gill netted salmon, including the negotiation of wholesale and/or retail prices, contracts, custom processing, agency, brokerage, and shipping agreements; and

WHEREAS, the 2020 individual sockeye salmon weight at age was, on average, one pound less than 10 years ago, and the 579,068 harvested in UCI were worth approximately 86 percent less than the previous 10-year average ex-vessel value; and

WHEREAS, during 2020, the majority of the Kenai River Late-Run Sockeye Salmon returned during the month of August which is weeks later than normal returns; and

WHEREAS, state regulators have abandoned abundance-based management practices in favor of highly prescriptive-based management practices causing insufficient fishing opportunity and resulting in economic disasters, reduced food supply and economies; and

WHEREAS, the commercial sockeye salmon fishing industry has long been an important component of the Kenai Peninsula Borough economy

WHEREAS, this extremely low harvest was below the level necessary to cover the cost of operating and maintaining the commercial drift and set net gillnet fisheries, including the harvesting, processing and marketing businesses in the Kenai Peninsula Borough; and

WHEREAS, the United Cook Inlet Drift Association and the Kenai Peninsula Fishermen's Association have urged the Kenai Peninsula Borough and others to request the Secretary of Commerce to declare an economic disaster for the Upper Cook Inlet sockeye salmon commercial fisheries due to the failure of the 2020 season;

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

SECTION 1. That the Kenai Peninsula Borough Assembly respectfully requests the United States Secretary of Commerce declare a Sockeye salmon fisheries failure due to a fishery resource disaster due to undetermined causes, in the Upper Subdivision of the Central District of Cook Inlet, Alaska, based on the considerably low returns, harvests, and reduced size of Sockeye salmon, in the commercial drift and set net gillnet commercial salmon fishing industry as a result of the devastating 2020 UCI sockeye salmon fishery.

SECTION 2. The assembly further respectfully requests the Secretary of Commerce to declare an economic disaster, as provided for in the Magnuson-Stevens Act and the Interjurisdictional Fisheries Act, and implement a recovery plan that provides private and public assistance and takes other actions to benefit the commercial drift and set net gillnet fishery participants and others that rely on this important fishery resource.

SECTION 3. That copies of this resolution be provided to the United States Secretary of Commerce, US Senator Lisa Murkowski, US Senator Dan Sullivan, and US Representative Don Young and Governor Michael Dunleavy

SECTION 4. That this resolution becomes effective immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 19TH DAY OF JANUARY, 2021.

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Office of the Borough Mayor

MEMORANDUM

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

FROM: Charlie Pierce, Mayor 

DATE: December 7, 2021

RE: Resolution 2021-008, Requesting the U.S. Secretary of Commerce to Declare a Commercial Fishery Resource Disaster Due to the 2020 Failure of the Upper Cook Inlet Commercial Sockeye Salmon Fishery (Mayor)

In response to the devastating Upper Cook Inlet (UCI) 2020 commercial salmon fishing season the assembly adopted resolution 2020-073 on October 13, 2020, requesting Governor Michael Dunleavy to declare an economic disaster in the UCI fisheries region. To date the borough has not yet received a response from the state to that request.

Commercial fisheries groups have discussed with the Mayor's office their ongoing concerns regarding the serious impacts of the 2020 UCI commercial sockeye salmon fishing season. The Magnuson-Stevens Act includes a provision at section 312 authorizing the Secretary of Commerce to determine whether there is a commercial fishery failure due to a fishery resource disaster as a result of natural causes, man-made causes beyond the control of fishery managers to mitigate, or undermined causes. Requests for such a determination may be made by a state governor or from an elected or duly appointed representative of an affected fishing community.

This resolution, from the elected Mayor and members of the Kenai Peninsula Borough Assembly, a fishing community, asks the Secretary of Commerce to make that determination and declare a Sockeye salmon fisheries failure and economic disaster in the Upper Subdistrict of the Central District of Cook Inlet, Alaska. This would be based on the considerably low returns, harvests, and reduced size of Sockeye salmon in the commercial drift and set net gillnet commercial salmon fishing industry as a result of the devastating 2020 UCI sockeye salmon fishery and to implement a recovery plan to benefit the commercial drift and set gillnet fishery industry in the borough.

Your consideration is appreciated.

Introduced by: Mayor
Date: 01/19/21
Hearing: 02/16/21
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-19-17**

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY
LOCATED AT 4135 HOHE STREET, HOMER ALASKA ON BEHALF OF SOUTH
PENINSULA HOSPITAL, APPROPRIATING \$315,000 FROM THE SOUTH
PENINSULA HOSPITAL PLANT REPLACEMENT AND EXPANSION FUND FOR
THE PURCHASE, AND AUTHORIZING AN AMENDMENT TO THE SPH, INC.
OPERATING AGREEMENT**

WHEREAS, the Kenai Peninsula Borough (borough) owns and provides for the operation of South Peninsula Hospital ("SPH") through the South Kenai Peninsula Hospital Service Area, ("Service Area"); and

WHEREAS, the borough has entered into an Operating Agreement with South Peninsula Hospital, Inc. ("SPHI") for the lease and operation of SPH and other medical facilities, to operate these medical facilities on a nonprofit basis in order to ensure the continued availability of the medical services to the service area residents and visitors; and

WHEREAS, SPHI was approached by Erik Pullman, the owner of a residential property at 4135 Hohe Street, with an offer to sell the property at fair market value; and

WHEREAS, an independent fair market value appraisal was completed by 49th State Appraisers, LLC, on October 24, 2020 and found the property to be valued at \$300,000; and

WHEREAS, SPH is constrained by space for parking and expansion of services; and

WHEREAS, the subject property adjoins the SPH campus and is appropriately situated for SPH campus purposes; and

WHEREAS, upon purchase it would be appropriate to amend the Operating Agreement with SPHI to include this property; and

WHEREAS, the SPHI Board of Directors at its meeting of December 2, 2020 adopted Board Resolution 2020-21 approving the property purchase at 4135 Hohe Street; and

WHEREAS, the South Peninsula Hospital Service Area Board, at its meeting of _____ recommended _____; and

WHEREAS, the Kenai Peninsula Borough Planning Commission, at its regular meeting of January 25, 2021, recommended_____;

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

SECTION 1. That the Assembly finds that purchasing the following described real property pursuant to KPB 17.10.040 is in the best interest of the borough as it furthers the purposes of the South Peninsula Hospital Service Area to provide health care services:

Lot 1 Block 5 Fairview Subdivision, as shown on Plat No. 56-2936, Homer Recording District, Third Judicial District, State of Alaska (Assessor Parcel No. 175-062-05)

SECTION 2. That the terms and conditions substantially in the form of the Purchase Agreement accompanying this ordinance are hereby approved. The purchase price shall be \$300,000 plus closing costs, prorated taxes and property investigation costs estimated not to exceed \$15,000.

SECTION 3. That this acquisition is for the purpose of SPH campus expansion area.

SECTION 4. That the above-described land is zoned “Residential Office” pursuant to City of Homer zoning code and therefore is not proposed to be further classified under KPB 17.10.080.

SECTION 5. That the mayor is authorized to execute any and all documents necessary to purchase the real property described in Section 1 in accordance with the terms and conditions contained in this ordinance and the accompanying Purchase Agreement, consistent with applicable provisions of KPB Chapter 17.10.

SECTION 6. That \$315,000 is appropriated from the SPH Plant Replacement and Expansion Fund account 491.20602 to Account No. 491.81210.21LND.48610 for the real property purchase price and estimated closing costs.

SECTION 7. That the mayor is authorized to execute an amendment to the South Peninsula Hospital Operating Agreement substantially in the form of the First Amendment to the Operating Agreement attached hereto and incorporated herein by reference. This document amends Exhibit A of the Operating Agreement to include the property described in Section 1 of this ordinance.

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

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2021.

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Planning Department – Land Management Division

MEMORANDUM

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

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

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

DATE: January 7, 2021

RE: Ordinance 2020-19-17, Authorizing the Acquisition of Real Property Located at 4135 Hohe Street, Homer, Alaska on Behalf of South Peninsula Hospital, Appropriating \$315,000 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Purchase, and Authorizing an Amendment to the SPH, Inc. Operating Agreement (Mayor)

Property located adjacent to the South Peninsula Hospital (SPH) campus at 4135 Hohe Street has become available for purchase. SPH faces a shortage of area available parking and infrastructure. Acquiring the property would support SPH operations by providing room for future expansion.

The property, along with other hospital properties, is located within the City of Homer's Residential Office Zoning District which allows for hospitals and medical clinics by conditional use permit.

The negotiated purchase price is \$300,000, which is the independently appraised fair market value. Prior to completing the purchase, the property would be inspected for structural and environmental conditions. The purchase agreement provides up to 180 days to close and the borough is responsible for all closing costs. Closing costs, prorated taxes and purchase investigation costs are not expected to exceed \$15,000. The unused balance of the appropriated funds will revert to the SPH Plant Replacement and Expansion Fund (PREF).

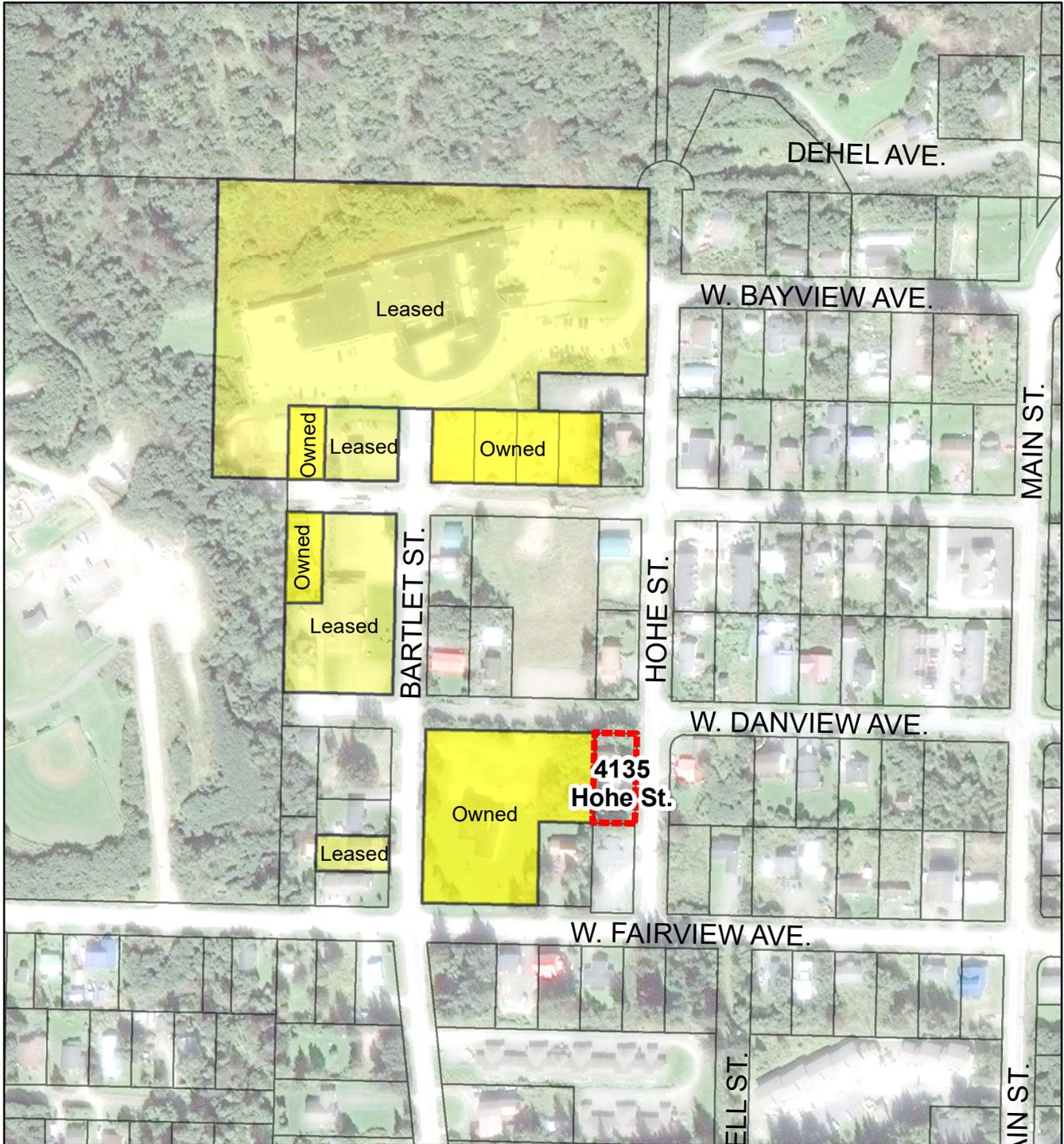
The attached ordinance would authorize the purchase of the property and appropriate \$315,000 from the PREF to cover the costs associated with the purchase, and would also provide for an amendment to the SPH Operating Agreement to add the property to the list of leased property under the operating agreement.

Page -2-
January 7, 2021
RE: O2020-19-_____

Your consideration of this ordinance is appreciated.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Acct. No.	<u>491.20602</u>
Amount	<u>\$315,000</u>
By: <u>PP</u>	Date: <u>1/7/2021</u>
By: <u>BH</u>	

SOUTH PENINSULA HOSPITAL CAMPUS



0 100 200 400 600 800 Feet



4135 Hohe Street
Lot 1 Block 5 Fairview Subdivision
Tax Parcel 175-062-05

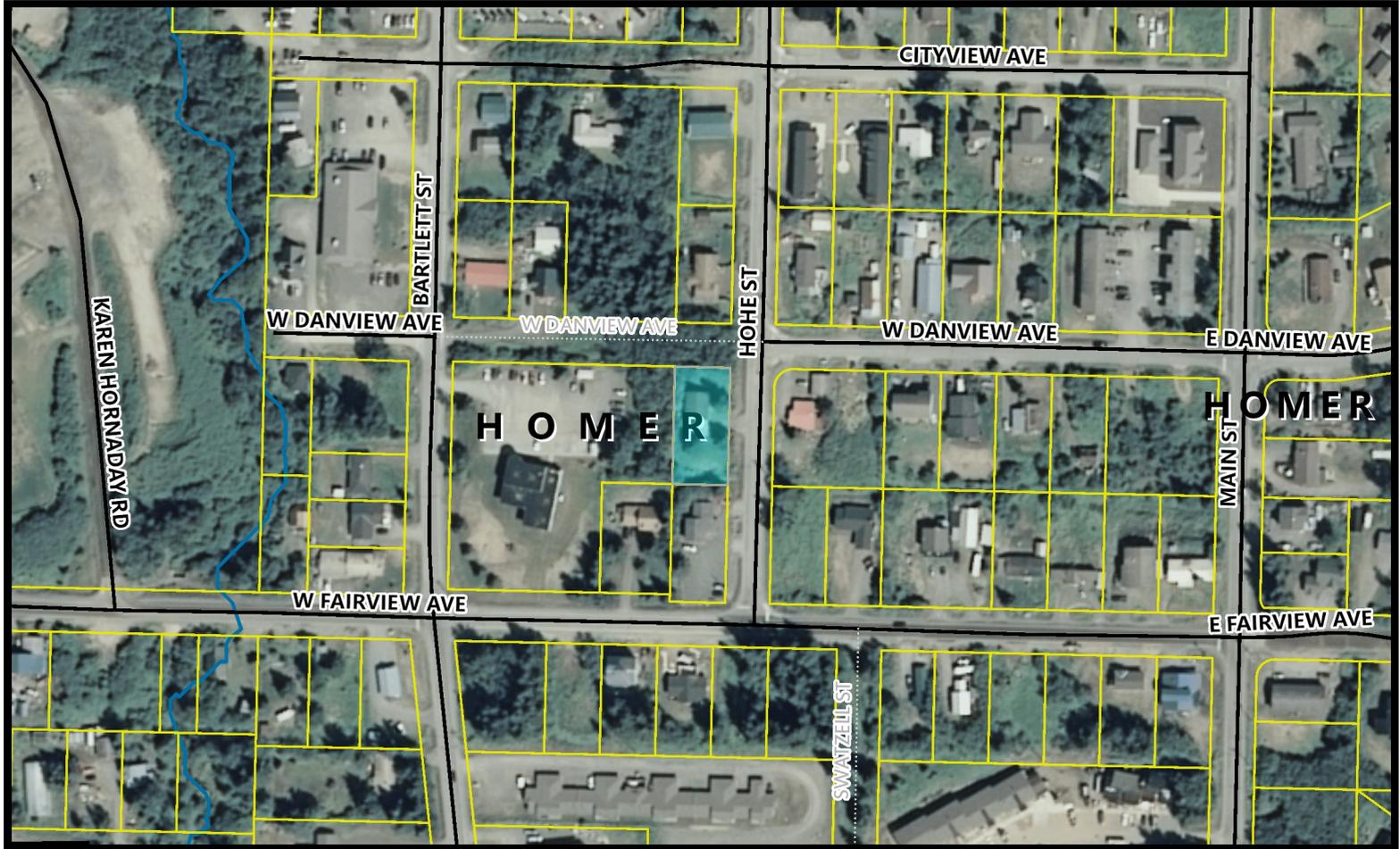
MAM 11/23/20



PARCEL REPORT

PARCEL ID: 17506205

Total Acreage: 0.28



LEGAL DESCRIPTION:

T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 1 BLK 5

ALL PHYSICAL ADDRESSES ON THIS PARCEL:

4135 HOHE ST

LAND VALUE: \$40,300

ASSESSED VALUE: \$254,300

IMPROVEMENT VALUE: \$214,000

TAXABLE VALUE: \$254,300

BUILDINGS ON THIS PARCEL:

Building Type	Square Footage	Year Built
BI-L FRAME	1,904	1973

OWNERS:

Name:
HUNTER MINDY

Address:
4135 HOHE ST
HOMER, AK 99603

Name:
PULLMAN ERIK



PARCEL REPORT

Address:
4135 HOHE ST
HOMER, AK 99603

PURCHASE AGREEMENT

This Agreement is made on this 28 day of December, ²⁰²⁰~~2021~~ by and between ERIK PULLMAN whose address is 4135 Hohe Street, Homer, Alaska 99603, (hereinafter referred to as "SELLER") and the KENAI PENINSULA BOROUGH, an Alaska municipal corporation, whose address is 144 North Binkley Street, Soldotna, Alaska 99669 (hereinafter referred to as "KPB").

WHEREAS, SELLER is the owner of that real property located in the Kenai Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Lot 1 Block 5 Fairview Subdivision, as shown on Plat No. 56-2936, Homer Recording District, Third Judicial District, State of Alaska (Hereinafter "the Property") (Assessor Parcel No. 175-062-05)

WHEREAS, KPB has offered to buy, subject to assembly authorization and appropriation of funds, and SELLER is willing to sell the Property as evidenced by this Purchase Agreement;

NOW THEREFORE, in consideration of the promises herein contained, SELLER hereby agrees to sell to KPB, and KPB hereby agrees to buy from SELLER, the Property on the terms and conditions as set forth below:

1. PURCHASE PRICE

The purchase price of the Property is Three Hundred Thousand dollars and NO cents (\$300,000.00). The purchase price shall be paid by KPB at time of closing. The purchase of the Property and appropriation of funds for the purchase are subject to borough assembly approval.

2. EXPIRATION OF OFFER

SELLER shall sign and return this Purchase Agreement to KPB on or before January 4, 2020 otherwise this offer shall terminate.

3. TITLE

Title shall be delivered at time of closing by Statutory Warranty Deed, which shall be issued to KPB. SELLER warrants and covenants that at the time of closing there shall be no liens or judgments recorded against SELLER in the same recording district in which the Property subject to this purchase agreement is situated. Title shall be clear of liens and encumbrances except title is subject to reservations, easements, rights-of-way, covenants, conditions and restrictions of record.

4. ESCROW AND CLOSING COSTS

KPB shall be responsible for all closing costs in connection with this Agreement, including without limitation all escrow fees, title insurance charges, recording fees and bank charges, up to \$7,000. Property taxes will be prorated. No realtor fees are included in this agreement, neither

KPB nor Seller have elected to be represented by an outside realtor. All costs will be paid in full at the time of closing.

5. CLOSING

Unless otherwise agreed in writing, closing will occur within 180 days of execution of the Purchase Agreement. At closing, KPB will pay the balance of the purchase price. Both parties will execute all documents required to complete the Purchase Agreement and, if applicable, establish an escrow account.

6. POSSESSION

Possession shall be delivered to KPB at time of recording.

7. KENAI PENINSULA BOROUGH ASSEMBLY APPROVAL

Purchase of the Property by the Kenai Peninsula Borough is subject to authorization by the Kenai Peninsula Borough Assembly and appropriation of funds. If the Kenai Peninsula Borough Assembly fails to authorize the purchase of the subject land and appropriate funds, this agreement shall be terminated without penalty.

8. HAZARDOUS MATERIAL

SELLER covenants to the best of SELLER'S knowledge, that as of the date of this agreement, except as specifically identified herein, the Property is free of all contamination from petroleum products or any hazardous substance or hazardous waste, as defined by applicable state or federal law, and there are no underground storage tanks or associated piping on the Property. SELLER agrees that no hazardous substances or wastes shall be located on or stored on the Property, or any adjacent property by seller, owner or contractors, nor shall any such substance be owned, stored, used, or disposed of on the Property or any adjacent property by SELLER, its agents, employees, contractors, or invitee's, prior to KPB'S ownership, possession, or control of the Property.

9. ENTIRE AGREEMENT

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

10. BREACH REMEDY

Prior to closing of the sale, in the event that KPB or SELLER fails to make any payment required, or fails to submit or execute any and all documents and papers necessary for closing and transfer of title within the time period specified in this agreement, the SELLER or KPB may terminate this Agreement.

11. MISCELLANEOUS

- A. **Time.** Time is of the essence in performance of this Agreement.
- B. **Cancellation.** This Agreement, while in good standing may be canceled in whole or in part, at any time, upon mutual written agreement by SELLER and the KPB mayor. This Purchase Agreement is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts.
- C. **Notice.** Any notice or demand, which under the terms of this Agreement or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown 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.
- D. **Interpretation.** This Agreement shall be deemed to have been jointly drafted by both parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Alaska. The titles of sections in this Agreement are not to be construed as limitations of definitions but are for identification purposes only.
- E. **Condition of Property.**
SELLER shall deliver the property in its as-is condition.
- F. **Property Inspection.**
Offer is contingent upon inspection satisfactory to buyer at the buyer's expense.
- G. **Counterparts.**
This Agreement may be executed in counterparts and may be executed by way of facsimile or electronic signature in compliance with AS 09.80 and each of which when executed shall constitute an original and all of which together shall constitute one and the same instrument.

This Agreement has been executed by the parties on the day and year first above written.

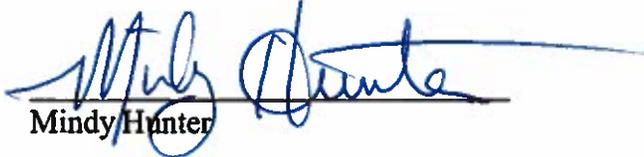
KENAI PENINSULA BOROUGH:

SELLER:

Charlie Pierce, Mayor



Erik Pullman



Mindy Hunter

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Johni Blankenship,
Borough Clerk

Sean Kelley,
Deputy Borough Attorney

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public in and for Alaska
My commission expires: _____

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 28th day of December, 2020, by Erik Pullman.

NOTARY PUBLIC
CINDY BRINKERHOFF
STATE OF ALASKA
MY COMMISSION EXPIRES NOV. 02, 2022

Cindy Brinkerhoff
Notary Public in and for Alaska
My commission expires: 11/02/2022

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 28th day of December, 2020, by Mindy Hunter.

NOTARY PUBLIC
CINDY BRINKERHOFF
STATE OF ALASKA
MY COMMISSION EXPIRES NOV. 02, 2022

Cindy Brinkerhoff
Notary Public in and for Alaska
My commission expires: 11/02/2022

FIRST AMENDMENT TO THE OPERATING AGREEMENT FOR SOUTH PENINSULA HOSPITAL

This agreement is by and between South Peninsula Hospital, Inc., an Alaska nonprofit corporation, of 4300 Bartlett, Homer, Alaska 99603, hereinafter referred to as “SPHI” and the Kenai Peninsula Borough (“KPB”), an Alaska municipal corporation of 144 N. Binkley, Soldotna, Alaska 99669, hereinafter referred to as “Borough,” collectively referred to as the parties.

WHEREAS, effective January 1, 2020, the parties entered into an Operating Agreement for South Peninsula Hospital (operating agreement); and

WHEREAS, Exhibit A of the operating agreement describes the property leased to SPHI; and

WHEREAS, in Ordinance 2020-19- 17 the Kenai Peninsula Borough assembly authorized the purchase of property at 4135 Hohe Street, Homer, Alaska, for hospital purposes and authorized the mayor to amend the operating agreement to include this additional property; and

WHEREAS, it would be appropriate to list the above-referenced acquired property in the operating agreement to clarify that they are also leased to and will be operated by SPHI; and

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. That Exhibit A of the operating agreement is hereby amended to read as follows:

EXHIBIT A

DESCRIPTION OF MEDICAL FACILITIES

The Borough leases the following described property to SPHI (hereinafter the “Medical Facilities”) for the term of this Agreement and any extension thereof:

- a. The South Peninsula Hospital and its grounds, located at 4300 Bartlett Street, Homer, Alaska, owned by the City of Homer, more particularly described as:

Tract A-2, South Peninsula Hospital Subdivision 2008 Addition, filed under Plat No. 2008-92, Homer Recording District, Third Judicial District, State of Alaska.

b. The hospital parking lot property and buildings owned by the Borough, more particularly described as:

Lots 3, 4, 5 and 6, Block 7; Lot 4, Block 8, Lot 6, Block 9, Fairview Subdivision Plat No. HM 56-2936 Volume 8, Page 196, Homer Recording District, Third Judicial District, State of Alaska.

c. The following leased property located at 4251 Bartlett Street, Homer, Alaska, owned by Mark Halpin and B. Isabel Halpin subject to the terms and conditions of the lease, more particularly described as:

L2-A Block 8 Fairview Subdivision Halpin Addition, according to Plat No. 2009-43, Homer Recording District, Third Judicial District, State of Alaska,

d. 4,904 sq. ft. of office space located at 4136 Bartlett Street, Homer, Alaska 99603 subject to the terms and conditions of the lease, more particularly described as:

Lot 2-A, Block 5, Fairview Subdivision No. 11, as shown on Plat No. 85-28, Homer Recording District, Third Judicial District, State of Alaska.

e. Approximately 1,500 square feet of the office space owned by Westwing LLC located at 4117 Bartlett Street, Homer, Alaska 99603 subject to the terms and conditions of the lease, more particularly described as:

Lot 4, Block 10, Fairview Subdivision, as shown on Plat No. 56-2936, Homer Recording District, Third Judicial District, State of Alaska.

f. 3,780 square feet of office space and 3,225 square feet of basement office space both within the Kachemak Bay Professional Building, 4201 Bartlett Street, Homer, Alaska 99603 subject to the terms and conditions of the lease more particularly described as:

Lot 1-A Block 9, Fairview Subdivision 2003 Addition, as shown on Plat No. 2004-101, Homer Recording District, Third Judicial District, State of Alaska.

g. The following leased property owned by Jonas Ridge, LLC located at 203 Pioneer Avenue, Suite 1, Homer, Alaska 99603, subject to the terms and conditions of the lease, more particularly described as:

Tract A, Chamberlain & Watson Sub Plat of Tract A, Section 19, T6S, R13W, S.M., Plat 075063, Homer Recording District, Third Judicial District, State of Alaska.

h. Office space owned by the Kenai Peninsula Borough located at 348 Cityview Avenue, Homer, Alaska 99603, more particularly described as:

Lot 4, Block 8, Fairview Sub., Section 18, T6N, R13W, Seward Meridian, Plat 1956-2936, Homer Recording District, Third Judicial District, State of Alaska.

i. Office space owned by the Kenai Peninsula Borough located at 347 Cityview Avenue, Homer, Alaska 99603, more particularly described as:

Lot 6, Block 9, Fairview Sub., Section 18, T6N, R13W, Seward Meridian, Plat 1956-2936, Homer Recording District, Third Judicial District, State of Alaska.

j. Lot 1 Block 5 Fairview Subdivision, as shown on Plat No. 56-2936, Homer Recording District, Third Judicial District, State of Alaska

k[j]. Such other Borough-owned or leased facilities, if any, as are authorized by the Borough pursuant to this Agreement for SPHI to sublease and operate pursuant to this Agreement.

KENAI PENINSULA BOROUGH

SOUTH PENINSULA HOSPITAL, INC.

Charlie Pierce
Borough Mayor

David Groesbeck
SPHI Board President

Dated:_____

Dated:_____

ATTEST:

ATTEST:

Borough Clerk

Board Secretary

APPROVED AS TO FORM:

Colette Thompson, Borough Attorney

ACKNOWLEDGMENTS

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by Charlie Pierce, Mayor of Kenai Peninsula Borough, an Alaska municipal corporation, on behalf of the corporation.

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by David Groesbeck, President, South Peninsula Hospital, Inc., an Alaska nonprofit corporation, on behalf of the corporation.

Notary Public in and for Alaska
My Commission Expires: _____

Introduced by: Administration
Date: December 02, 2020
Action:
Vote: Yes - X, No - X,
Excused - X

**SOUTH PENINSULA HOSPITAL
BOARD RESOLUTION
2020-21**

**A RESOLUTION OF THE SOUTH PENINSULA HOSPITAL BOARD OF DIRECTORS
APPROVING THE PURCHASE OF PROPERTY LOCATED AT 4135 HOHE STREET,
HOMER AK 99603**

WHEREAS, the South Peninsula Hospital (Hospital)'s current campus is landlocked by residential and commercial properties and unable to expand, and

WHEREAS, there is a need for additional clinical, parking, and office space for use by the Hospital, and

WHEREAS, future expansions and strategic facility planning are unable to be pursued without the purchase of additional properties near the Hospital, and

WHEREAS, the property located at 4135 Hohe Street, Homer, AK 99603, KPB Parcel number: 17506205 was listed for sale, and

WHEREAS, this property consists of .28 acres and a single family residence which may be converted to commercial medical office space as it resides in the Medical Zoning District; and

WHEREAS, an independent appraisal of the property indicates that its fair market value plus closing costs are estimated at \$315,000; and

WHEREAS, SPH Management has reviewed the appraisal and completed the KPB Real Property Need Questionnaire (RPNQ) and

WHEREAS, South Peninsula Hospital currently has over \$8 million dollars of unobligated Plant Replacement and Expansion Funds being held at the borough; and

WHEREAS, SPH Management would like to use Plant Replacement funds to purchase the property located at 4135 Hohe Street, Homer, AK 99603 Parcel number: 17506205; and

WHEREAS, the purchase was discussed at Finance Committee on November 19, 2020.

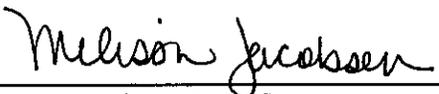
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SOUTH PENINSULA HOSPITAL:

1. That the South Peninsula Hospital Board of Directors approves the use of Plant Replacement and Expansion Funds to purchase the property located at 4135 Hohe Street, Homer, AK 99603.

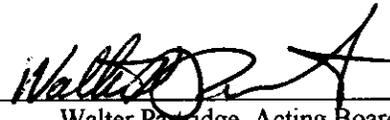
2. That the South Peninsula Hospital Board of Directors requests that the Kenai Peninsula Borough execute a purchase agreement on behalf of South Peninsula Hospital in an amount estimated at \$315,000 for purchase price and all closing costs.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF SOUTH PENINSULA AT ITS MEETING HELD ON THIS 2nd DAY OF DECEMBER, 2020.

ATTEST:



Melissa Jacobsen, Board Secretary



Walter Partridge, Acting Board President

Introduced by: Mayor
Date: 01/19/21
Hearing: 02/16/21
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2021-03**

**AN ORDINANCE AMENDING KPB 21.06.040, ADMINISTRATION, AND KPB
21.06.070, “DEVELOPMENT” DEFINITION, FOR FLOODPLAIN MANAGEMENT
PURPOSES**

WHEREAS, floodplain management within the borough is a critical service that the borough provides dating back to 1988; and

WHEREAS, the borough is a participating community in the National Flood Insurance Program (NFIP), a program that provides numerous federal benefits to property owners; and

WHEREAS, the borough’s eligibility in the NFIP is contingent upon the borough continuing to meet the minimum regulatory requirements as set forth by the Federal Emergency Management Agency (FEMA); and

WHEREAS, pursuant to the applicable federal regulations all development within the floodway requires the permit applicant to demonstrate through hydrologic and hydraulic analyses performed by a registered professional engineer that there will be no increase in flood levels during the occurrence of the base flood discharge; and

WHEREAS, FEMA has identified minor or small projects that do not involve filling, grading, or excavating as projects that will not increase the flood stages; and

WHEREAS, FEMA has determined that some projects are too small to warrant a hydrologic and hydraulic analysis, and as such these projects may be identified by the Floodplain Administrator using logic and common sense; and

WHEREAS, this code change will refine the definition of development to align with FEMA requirements while also recognizing that minor projects that either do not increase the natural grade, do not obstruct floodwaters, or do not increase flood stages are not considered development for purposes of floodplain management regulations; and

WHEREAS, requiring a hydrologic and hydraulic analysis, also known as a No-Rise Study, for minor projects would substantially increase the cost of the project to the point where the cost of the study may be greater than the cost of the project; and

WHEREAS, the Kenai Peninsula Borough Planning Commission, at its regular meeting of January 25, 2021, recommended _____;

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

SECTION 1. That KPB 21.06.040(A) is hereby amended as follows:

21.06.040. Administration.

A. *Development Permit Required.* A development permit shall be obtained before construction or development begins within flood hazard areas established in KPB 21.06.030(B). **Whether or not a project or activity meets the definition for “development” under KPB 21.06.070 is subject to a final written determination made by the planning department after consultation with the applicant.** The permit shall be for all structures and for all other development including fill and other activities. Application for a development permit shall be made on forms furnished by the borough and shall include but not be limited to the following: plans drawn to scale showing the nature, location, dimensions, and elevations of the area in question; logging, placement of storage tanks (fuel or other), existing or proposed structures, substantial improvements of existing structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

1. Elevation in relation to mean sea level of the lowest floor (including basement) of all structures;
2. Elevation in relation to mean sea level to which any structure has been floodproofed;
3. Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in KPB 21.06.050(B)(2);
4. Description of the extent to which a watercourse will be altered or relocated as a result of proposed development.

...

SECTION 2. That KPB 21.06.070 is hereby amend as follows:

21.06.070. Definitions.

For the purposes of this chapter, the following words and phrases shall be defined as follows:

"100-year or 1-percent annual exceedance probability flood" (also called "regulatory flood," "base flood" or "special flood hazard area") means a flood with a 1 percent chance of being equaled or exceeded in any year. Statistical analysis of available streamflow or storm records, or analysis of rainfall and runoff characteristics of the watershed, or topography and storm characteristics are used to determine the extent and depth of the 100-year or 1-percent annual exceedance probability flood.

"Breakaway wall" means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building.

"Clearing" means the act of removing trees or vegetation on a cumulative 20 percent or more of a given parcel of land.

"Coastal high hazard area" means the area subject to high velocity waters due to wind, tidal action, storm, tsunami or any similar force, acting singly or in any combination resulting in a wave or series of waves of sufficient magnitude, velocity or frequency to endanger property and lives.

"Development" means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations located within the area of special flood hazard. **Development does not include minor projects, routine maintenance, or practices or projects that do not involve filling, grading, or excavating.**

"Exception" means a grant of relief from the requirements of this chapter, which permits construction in a manner that would otherwise be prohibited by this chapter.

...

SECTION 3. That this ordinance shall become effective immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY
OF *, 2021.**

Brent Hibbert, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Planning Department – River Center

MEMORANDUM

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

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

FROM: Samantha Lopez, Acting River Center Manager *SL*

DATE: January 7, 2021

RE: Ordinance 2021-03, Amending KPB 21.06.040, Administration, and KPB 21.06.070, "Development" Definition, for Floodplain Management Purposes (Mayor)

Floodplain management within the borough is a critical service that the borough provides dating back to 1988. Per guidance issued by the Federal Emergency Management Agency (FEMA), small or minor projects that do not involve filling, grading, or excavating may not be considered "development" for purposes of floodplain management regulations. Such projects do not increase the natural grade, do not obstruct floodwaters, and do not increase flood stages. FEMA has thus determined that minor projects may not meet the definition of "development", and are too small to warrant a full hydrologic and hydraulic (H&H) analysis, commonly referred to as a No-Rise Certification.

By amending the definition of "development", the code will align with FEMA's requirements, while also allowing the floodplain administrator to more objectively determine which projects do not meet the definition of development because it is a minor project. Should this code change fail, then moving forward all developments, even minor projects, in the floodway will require H&H analysis.

This ordinance will also amend borough code to clarify that the borough's planning department, as delegated to the borough's floodplain administrator, is responsible for issuing a final written determination as to whether or not a proposed project falls within the definition of development and therefore requires a permit for purposes of KPB 21.06 Floodplain Management.

Your consideration of this ordinance is appreciated.

MAYOR'S REPORT TO THE ASSEMBLY

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

FROM: Charlie Pierce, Kenai Peninsula Borough Mayor 

DATE: January 19, 2021

Assembly Request / Response

None

Agreements and Contracts

- a. Authorization to Award a Contract for ITB21-017 Homer Medical Center Roof Replacement to Building Specialties, Inc., Anchor Point, AK.
- b. Sole Source to purchase full-time/volunteer uniforms from Bare Threads.
- c. Authorization to Award a Contract for RFP21-005 Janitorial Services – River Center Building to Touch of Gold Cleaning, LLC.
- d. Sole Source to purchase Genie Telehandler from United Rentals.
- e. Authorization to Award a Contract for RFP21-005 Janitorial Services – Office of Emergency Management & 911 Building to Touch of Gold Cleaning, LLC.

Other

- a. 20CAR Summary Reports as of 01/11/21
- b. Litigation Status Report – Quarter Ending 12/31/20

Kenai Peninsula Borough Purchasing and Contracting Department

MEMORANDUM

TO: Charlie Pierce, Mayor

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

FROM: Andrew Walsh, Project Manager *AW*

DATE: December 28, 2020

RE: Authorization to Award a Contract for ITB21-017
Homer Medical Center Roof Replacement

The Purchasing and Contracting Office formally solicited and received bids for ITB21-017 Homer Medical Center Roof Replacement. Bid packets were released on November 16, 2020 and the Invitation to Bid was advertised in the Anchorage Daily News on November 16, 2020, Peninsula Clarion on November 17, 2020 and the Homer News on November 19, 2020.

The project consists of the following: Provide all labor and materials to replace the roof at the Homer Medical Center, 4136 Bartlett St, Homer AK, 99603.

On the due date of December 17, 2020 five (5) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$283,000.00 was submitted by Building Specialties, Inc., Anchor Point, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 491.81210.21MRF.49101.

Charlie Pierce

Charlie Pierce, Mayor

12/29/2020

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	491.81210.21MRF.49101
Amount	\$283,000.00
By: <i>PP BH</i>	Date: 12/29/2020

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB21-017 Homer Medical Center Roof Replacement

CONTRACTOR	LOCATION	BASE BID
Building Specialties Inc.	Anchor Point, AK	\$283,000.00
Rain Proof Roofing	Anchorage, AK	\$302,000.00
Interior Alaska Roofing, Inc.	Fairbanks, AK	\$336,777.00
Anchorage Roofing and Contracting, Inc.	Anchorage, AK	\$356,216.00
Orion Construction Inc.	Wasilla, AK	\$364,000.00

DUE DATE: December 17, 2020

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough Nikiski Fire Department

MEMORANDUM

TO: Charles Pierce, Borough Mayor

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

THRU: Brandi Harbaugh, Finance Director *BH*

FROM: Bryan Crisp, NFD Fire Chief *JBC*

DATE: December 29, 2020

RE: Bare Threads Sole Source

The Nikiski Fire Department is requesting to sole source the purchase of full-time/volunteer employee uniforms from Bare Threads. The Department is looking for a certified dealer for 5.11 Tactical Gear and Dragon Wear. Bare Threads is a certified dealer and would provide 5.11 uniforms, alterations and embroidery. Bare Threads will not charge the department shipping costs for these uniforms.

Bare Threads is also the only local vendor that offers these clothing options that are required by NFPA 1975 guidelines for fire department personnel. NFD has researched the following businesses in the area: Gamas Design, Heather and Heather Screen Printing and Polar Screens and Designs but they do not handle 5.11 Tactical Gear or Dragon Wear.

The price will significantly increase if Nikiski Fire Department orders from an out-of-state dealer.

We request approval for the purchase of these uniforms. Funding for this project is in account number 206.51110.42250 in the amount of \$19,477.90.

Approved: *Charlie Pierce*
 Charles Pierce, Borough Mayor

12/30/2020
 Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. _____	206.51110.42250
Amount _____	\$19,477.90
By: <u><i>PP</i></u>	Date: <u>12/29/2020</u>
NOTES:	

Kenai Peninsula Borough Purchasing & Contracting

MEMORANDUM

TO: Charlie Pierce, Borough Mayor

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

FROM: Melanie Aeschliman, Planning Director *MA*

DATE: December 29, 2020

RE: Authorization to Award a Contract for RFP21-005 Janitorial Services – River Center Building

On November 20, 2020, the Kenai Peninsula Borough Purchasing & Contracting Department formally solicited proposals for RFP21-005 Janitorial Services – River Center Building. The request for proposals was advertised in the Peninsula Clarion on November 20, 2020.

The project consists of providing janitorial services for the Donald E. Gilman River Center offices located at 514 Funny River Road, Soldotna.

On the due date of December 9, 2020, two (2) proposals were received and reviewed by a review committee as follows:

<u>FIRMS</u>	<u>TOTAL SCORE</u>
Touch of Gold Cleaning, LLC	278
Aurora Commercial Services, LLC	87

Funding of this contract will be charged to account number 100.21135.00000.43011.

Charlie Pierce
 Charlie Pierce, Mayor

12/31/2020
 Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>100.21135.00000.43011</u>
Amount	<u>\$11,400 (FY21)</u>
	<u>\$22,800 (FY22)</u>
By: <i>PP</i>	<i>SD for BH</i> <u>12/30/2020</u>
NOTES: FY22 amount is contingent upon Assembly approval of FY22 budget.	

Kenai Peninsula Borough Maintenance

MEMORANDUM

TO: Charlie Pierce, Borough Mayor

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

FROM: Scott Griebel, Maintenance Director *SG*

DATE: December 31, 2020

RE: United Rentals Supplied Genie Telahandler

Under Section 5.28.280a of the Borough code, it is requested that the Kenai Peninsula Borough Maintenance Department (KPBM), through mayoral approval, be granted permission to purchase a Genie Telehandler from United Rental, for a purchase price of less than GSA purchasing coop. pricing and forgo the requirement of the formal bidding process.

As part of the FY21 budget process, the Maintenance Department has planned for the purchase of a telehandler material lift. Based on a combination of height, load limit criteria, as well as a primary consideration of the availability of factory support in our area, we have specified a Genie GTH-636 model unit. As a first process step we investigated the equipment's availability through GSA contract sourcing. The optioned machine was quoted through Sourcewell's cooperative purchasing network and came back at \$117,621.50. By code, the Borough is allowed to single source purchase through a government purchasing coop. As an additional measure, the Purchasing Director requested that we visit quoting the piece of equipment through our local Genie vendors. Request for quote was sent to three vendors: Resurrection Rentals in Seward, Airport Equipment Rentals in Kenai and United Rentals in Soldotna. United Rentals provided a fully responsive bid, offering to provide the equipment, as optioned, for the sum of \$98,895.45.

Under normal circumstances, a purchase of materials or services surpassing the value of \$40,000.00 would be subject to the KPBM formal bidding requirement. However, transactions through a GSA cooperative purchasing groups are exempted from this requirement. Since the provided quotation from United Rentals represents a pricing that is better than GSA I request that we be allowed to purchase the equipment with an exemption from the formal bidding process.

This office is available for any questions regarding this request.

Approved: Charlie Pierce
Charlie Pierce
Kenai Peninsula Borough Mayor

Date: 1/4/2021

NOTES:

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>705.94910.21E0248311</u>	
Amount <u>\$98,895.45</u>	
By <u>PP SD for Bkt</u>	Date: <u>12/31/2020</u>

Kenai Peninsula Borough Purchasing & Contracting

MEMORANDUM

TO: Charlie Pierce, Borough Mayor

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

FROM: Melanie Aeschliman, Planning Director *MA*

DATE: December 29, 2020

RE: Authorization to Award a Contract for RFP21-005 Janitorial Services – River Center Building

On November 20, 2020, the Kenai Peninsula Borough Purchasing & Contracting Department formally solicited proposals for RFP21-005 Janitorial Services – River Center Building. The request for proposals was advertised in the Peninsula Clarion on November 20, 2020.

The project consists of providing janitorial services for the Donald E. Gilman River Center offices located at 514 Funny River Road, Soldotna.

On the due date of December 9, 2020, two (2) proposals were received and reviewed by a review committee as follows:

<u>FIRMS</u>	<u>TOTAL SCORE</u>
Touch of Gold Cleaning, LLC	278
Aurora Commercial Services, LLC	87

Funding of this contract will be charged to account number 100.21135.00000.43011.

Charlie Pierce

 Charlie Pierce, Mayor

12/31/2020

 Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>100.21135.00000.43011</u>
Amount	<u>\$11,400 (FY21)</u>
	<u>\$22,800 (FY22)</u>
By: <i>PP</i>	<i>SD for BH</i> 12/30/2020
	Date: _____
NOTES: FY22 amount is contingent upon Assembly approval of FY22 budget.	

Kenai Peninsula Borough

Community & Fiscal Projects

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *gcb*
Brandi Harbaugh, Finance Director *zhd*

FROM: Brenda Ahlberg, Community & Fiscal Projects Manager *BA*

DATE: January 11, 2021

RE: 20CAR Summary Reports as of 01/11/21

The CARES Act Coronavirus Relief Fund, federal pass-through grant from the state to the borough in the amount of \$37,458,449.47 currently funds 23 of the 24 projects under the guiding principles of public safety, community resilience and economic recovery. The projects and life-to-date costs are updated weekly on the borough's dashboard at <https://cares.kpb.us/> Project may have an approved time extension based upon vendors' failure to deliver goods or services prior to 12/30/20, which is an allowable exception as defined by the U.S. Treasury Guidance. The following updates are provided for your consideration:

CAR01 GRANTS TO SMALL BUSINESS (Ahlberg, Harbaugh and Team)

Grants in the amount of \$6,081,250 have been distributed to qualified nonprofits and small businesses in the unincorporated communities. Desk audits are expected to be completed by January 31, 2021. Audits are being conducted on 10 percent of the grantees and 10 percent of the grant funds. The CAR01 and CAR19 grants to small businesses and nonprofits included 17 grants approved for nonprofits and 611 grants approved for small businesses and commercial fisheries.

CAR01 also funds \$500,000 in senior grant awards for COVID19-related impacts. Ten grant awards of \$50,000 each have been executed; three of the ten agreements have been completed. Senior centers include: Anchor Point, Cooper Landing, Forget-Me-Not Adult Daycare, Homer and Homer Friendship Centers, Kenai, Ninilchik, Seward, Soldotna and Sterling. The senior centers in Nikiski, Seldovia and Tyonek declined the funds. All grantees received goods or services by the December 30, 2020 deadline. Final liquidation and closeout procedures for each grantee will be completed by January 31, 2021. At the time of this report, December 2020 reports are being reconciled. The program administrative costs totaled \$39,183.95.

CAR02 AUDITING SERVICES FOR SINGLE AUDITS (Harbaugh and Team)

Federal Single audit services related to fiscal year 2020 are being completed for Central Peninsula Hospital and South Peninsula Hospital. Final audit instruments are currently anticipated to be presented February 2, 2021 during the Finance Committee. Our external auditors are currently completing the final fieldwork for the FY2020 fiscal year. Estimated total cost \$20,000.

CAR03 REIMBURSE HOSPITAL COSTS (Ahlberg)

Project completed; total cost \$700,000. Grant funds awarded to South Peninsula Hospital reimbursed emergency protective measures costs in the amount of \$700,000. Costs included COVID19 testing and courier services, personal protective equipment, infection control/med supplies, alternate care site, contractual medical professionals as well as for staff overtime.

CAR04 VOLUNTEER FIRE & EMS (Beech)

Six grant awards in the amount of \$50,000 each have been executed with fire departments in the unincorporated communities of Cooper Landing, Lowell Point, Moose Pass, Ninilchik, Village of Port Graham and Village of Seldovia. All grantees received goods or services by the December 30, 2020 deadline. Final liquidation and closeout procedures for each grantee will be completed by January 31, 2021. At the time of this report, December 2020 reports are being reconciled.

CAR05 FIRE & EMS SA PERSONNEL COSTS (Harbaugh and Team)

Project completed; total cost \$3,681,609.87. This project supports the percentage of the EMS personnel costs significantly associated with COVID-19 related policies and processes. As of November 30, 2020, the project is complete and the following has been expended:

	Expenditures March 1, 2020- November 30, 2020
Nikiski Fire	946,181.40
Bear Creek Fire and Emergency	19,889.37
Anchor Point Fire	146,888.82
Central Emergency Services	2,356,125.89
Kachemak Emergency Services	124,384.80
EPHESA	16,391.45
911 Dispatch	71,748.14
	3,681,609.87

CAR06 & CAR21 KPB EMERGENCY RESPONSE-PPE-PERSONNEL (Harbaugh, Nelson and Team)

The performance period for CAR06 has been extended to March 31, 2021 to support response and recovery costs. These projects represent the costs related to the Incident Management Team and emergency protective measures. Emergency protective measures includes labor and equipment needed to provide Personal Protective Equipment (PPE), engineered controls and disinfection measures to Borough employees and facilities. To a lesser extent, this project also funds some hours related to OEM response and coordination activities when in excess of normal 40 hours/week work scheduled. Additionally, Borough employees that are out on leave

related to federal Payroll Protection Program, Emergency Paid Sick Leave Act and the Emergency Family Medical Leave Expansive Act are funded through this project. See CAR21 update for balance of funds to be transferred to the school district.

CAR07 ABSENTEE VOTE BY MAIL (Blankenship and Team)

Project completed; final project cost has been updated from \$125,025.71 to \$129,820.97 to reimburse payroll costs: Absentee vote by mail campaign, advertising, online application with verification, database integration and GIS integration and verification. The purpose of this project was to promote optional voting methods (i.e. by mail or electronic transmission) to voters for the October 6th Regular Municipal Election and potential October 27th Mayoral Runoff Election in order to decrease the number of voters that vote in person on election day; therefore, helping to mitigate the spread of the Coronavirus.

The KPB Clerk's Office mailed 48,344 absentee ballot applications to voters registered in the 22 polling site precincts. We received 3,625 applications either in the mail or through the online application portal. We mailed 3,514 absentee ballot packages, of which 2,675 were returned voted. 100 voted ballot packages were not counted for various reasons and 2,575 were counted. These ballots along with the ones voted in person at absentee voting sites, questioned and special needs ballots totaled 4,535 voters voting outside of their polling location on election day, contributing to a 28.15% voter turnout for the October regular election (10-year average equals 22%). The 10-year average of voters voting outside of their polling location on election day is 17%, this year it was 31%.

CAR08 & CAR10 REMOTE MEETING INTEGRATION & RETROFIT ASSEMBLY CHAMBERS TO ACCOMMODATE PHYSICAL AND TECHNOLOGY INTEGRATIONS (Blankenship, Frey and Team)

This project addresses safety concerns to conduct in-person, public meetings with separated workspaces as well as remote attendance options that include either online participation or through analogue phone. The first assembly meeting since March 17, 2020 was held in the Betty J. Glick Assembly Chambers January 5, 2021.

CAR08: The consultant has partially assembled equipment after onsite visit in mid-December. After discussions over use of equipment through the consultant, IT department and Clerk's office, a few gaps in equipment were discovered in what is needed to make the system function in our various uses. Key Code Media has ordered the necessary components to the complete system and will be onsite week of January 11, 2021 to finish assembly and training for equipment. No additional costs were needed through consultant to complete work, but a time extension was given through a change order to complete work by the end of January 2021. The upgraded audio/video equipment to allow for online meetings and physical distancing has been completed in the Donald E. Gilman River Center conference room.

CAR10: The renovation contractor has completed the assembly chambers reconfiguration and construction; the closeout paperwork is being completed.

Both projects will be completed by January 31, 2021; final liquidation and closeout procedures will be completed by February 15, 2021.

CAR09 TECH-COMMUNICATIONS TOWER SITE DEVELOPMENT (Hanson and Team)

This project funds two subrecipient grant agreements to increase rural internet service to support distance education and teleworkers.

SpitWSpots (SwS) has service active at the newly constructed Bear Creek tower. At Nikiski, Ninilchik, Coho and Nikolaevsk, SwS has completed tower construction and equipment install. These sites are waiting for HEA to install utility power, then they will be available for service. SwS has made some progress with a land lease in Tyonek, but is still awaiting final approval from the Native Village of Tyonek. This project deadline has been extended to January 31, 2021, allowing final tower builds, utility installs and testing to components.

Alaska Communication Systems (ACS) has upgraded communications equipment that six different ACS communications hubs. Six Digital Subscriber Line Access Multiplexers (DSLAM) units are online to deliver higher bandwidth up to 50 megabits per second to equipment (Mbps) for the areas of service in Homer, Soldotna, Kenai. The ACS project was completed November 30, 2020; grant closeout totaled \$262,485.82.

CAR11 KPBSD RESPONSE & PREPAREDNESS (Griebel and Team)

The CAR11 KPBSD Response & Preparedness projects, carried out by the maintenance department have essentially three main facets:

1. Acquisition and installation of a hypocaloric acid generator to produce and provide for large volume cleaning solution supply for the district sanitization needs.
2. Materials and installation of point of contact barriers, comprised primarily of plexiglas shields at various locations throughout the district.
3. Purchase and installation of bottle filling/fountain stations, in lieu of existing mouth fountain drinking stations; as well as isolation modification to existing bottle filler/fountain units, allowing simultaneous lockout of mouth fountain components while bottle fill portion remains online.

The acid generator unit was delivered on 9/23/20. When received, was installed by maintenance staff at the school district warehouse facility. Since brought online in early October, it has continually generated a supply of safe and effective cleaning/sanitization solution that is supply chain independent. The produced product has been beneficial for use at all district facilities.

Since the inception of the CARES process, a major motivation has been point of contact protection. The maintenance scrambled for whatever supply of barrier construction materials that we could acquire. The initial wave involved the fabrication of shields at all district facilities based on site user definition. Since the completion of the first wave of needs we have been picking up periodic requests for overlooked locations. We rounded out the project period expending the remaining purchased materials by fabricating individual, personal use assemblies that are relocatable. The district can distribute these wherever the need presents.

Drinking fountains were immediately identified as a project need. All mouth fountains were locked out and a strategy was developed to provide touchless bottle filler alternatives where

they did not already exist. A survey estimation was established and 35 units were ordered to provide for the identified needs. The units were ordered, but supply chain and delivery challenges due to COVID19 presented and they were not received until early December. In the meantime, maintenance had been prepping installation locations and performing isolation modification to existing units. Once received, staff proceeded with installation of units at twelve facilities in the central area, four in the Seward vicinity and three in Homer. Location selection has been determined by existing availability and distributed access within each facility. In other words, many sites already had good coverage and some larger facilities required additions in order to better cover area access. Installation activities for the units carried right up to the project end date. All units were successfully placed. All goods or services were received by the December 30, 2020 deadline. Final liquidation and closeout procedures will be completed by January 31, 2021.

CAR12 HOSPITAL TESTING EQUIPMENT (Hedges and Hospital Team)

This project originally allocated \$650,000 to purchase testing equipment for Central Peninsula Hospital (CPH) and to reimburse construction costs necessary to install the equipment. However, the equipment is estimated to be delivered after the 12/30/20 deadline making the purchase ineligible for the use of the Coronavirus Relief Funds. A purchase order was issued by CPH to secure a place on the waiting list for this unit using plant replacement funds appropriated through Ordinance 19-19-40. Due to the uncertainty of the ongoing pandemic the need for the diagnostic unit is still evident, and we remain on the waiting list with a projected delivery date anticipated in the first quarter of 2021. It is our intent to maintain that current status until a confirmed date of delivery can be established. At that time, we would need to bring the matter back before the assembly for consideration. The equipment manufacturer agrees to not invoice on the PO until we confirm a ship date with the manufacture.

CAR13 RETROFIT KPB FACILITIES (Frey, Griebel, Hedges and Team)

This project installed air purification systems to existing air supply systems in borough facilities, schools and fire stations, known as O2prime systems. The needed equipment will purify air in main building corridors, reducing viral spread, mold spore and odors as well as the reduction of airborne particulates. Currently, all O2prime systems have been installed in most locations except for a few cases of additional parts being needed to complete systems. All installed systems have been turned on and are producing ions. Networking and programming of systems is ongoing as they work through troubleshooting to make sure all systems can be seen through Siemens. Handheld ion meters arrived for site testing. This project will be completed February 15, 2021. Final liquidation and closeout procedures will be completed by February 26, 2021.

CAR14 TECH-IMT REMOTE WORK-PC UPGRADES (Nelson and Team)

Project completed; final project cost adjusted from \$66,955.07 to \$66,839: This project provided equipment and infrastructure to support remote work for the Borough, specifically for our emergency response functions as carried out by our Incident Management Team. This project procured PC/tablet combinations that can be used in our fixed facilities using a docking station or can be used in the field to create a virtual operations center. The project also procured the software necessary for the PCs to allow for collaboration.

CAR15 TECH-REMOTE WORK KITS FOR TELEWORK (Hanson and Team)

Computer hardware and software needs specific for borough staff that are teleworking as a result from COVID19 impacts are charged to this project code. All goods or services were received by the December 30, 2020 deadline. Final liquidation and closeout procedures will be completed by January 31, 2021.

CAR16 GIS UPDATE FOR REMOTE ASSESSMENT (Wilcox and Team)

Project completed; total cost \$375,492. The project acquired Pictometry for eastern peninsula canvass area for remote assessments while limiting the risk of COVID19 exposure to personnel. Oblique imagery was procured for the Hope, Cooper Landing, Seward and remote areas outside of Seward, which will allow the assessing department to conduct assessment inspections while limiting the interaction with the public and reducing the in-person physical inspections due to the COVID19 pandemic.

CAR17 TECH-911 BACKUP DISPATCH ANSWERING CENTER (Frey, Koslo, Nelson and Team)

This project creates a backup 911 center to allow for social distancing during COVID and similar events, as well as to provide backup for all types of emergencies and disasters that could occur at the primary facility. The generator was delivered and start up performed; all remodel work completed to facility; and the tower foundation has been poured. Paperwork closeout ongoing for construction renovation work. The tower and installer will be onsite the week of January 4th to install tower and communication equipment. The tower is expected to be completed no later than January 15th, and the internal radio equipment will be installed and tested by January 31, 2021. Backup generator will be moved onsite and connected after tower construction completed.

CAR18 TECH-COMMUNICATIONS ENGINEERING ANALYSIS (Nelson)

Project completed; total cost \$67,494. This project retained Tusa Consulting Services (“Tusa”) to provide a comprehensive review of borough’s current communications infrastructure as it relates to first responders, dispatch, and emergency management and provide recommendations on a path forward for equipment and solutions to challenging coverage issues along the highway corridor. The project consisted of two on-site visits assessing current communications assets and evaluating proposed project sites. Additionally, interviews were conducted with users throughout the peninsula, including the city municipalities. Tusa provided a comprehensive final report with current technical information and several proposed recommendations for the future.

CAR19 GRANTS TO SMALL BUSINESS - 2ND DISTRIBUTION (Ahlberg, Harbaugh and Team)

Project completed; total cost \$1,554,976. Of the total cost, \$1,534,750 was distributed to qualified nonprofits and small businesses in the unincorporated communities; the remaining \$20,226 totaled program administration costs. Desk audits are expected to be completed by January 31, 2021. Audits are being conducted on 10 percent of the grantees and 10 percent of the grant funds. The CAR01 and CAR19 grants to small businesses and nonprofits included 17

grants approved for nonprofits and 611 grants approved for small businesses and commercial fisheries.

CAR20 SOLID WASTE DEBRIS/SLASH DISPOSAL (Kort, Taylor and Team)

Project completed; final project cost has been updated from \$129,932.45 to \$112,907: In response to COVID 19, the State of Alaska initiated a statewide burning ban. The Spruce Bark Beetle infestation created a need for satellite accumulation locations for brush/slash disposal beyond normal because of the increased volume of materials. The Central Peninsula Landfill (CPL - Soldotna) and Snug Harbor (Cooper Landing) sites are the closest locations to the infestation and thereby received a bulk of the materials. The burn ban prevented accumulated brush/slash from being burned at CPL, creating a need for an alternative means of disposal. The construction debris and stumps mixed into the large volume of brush/slash accumulation required the materials to be segregated at the Snug Harbor site prior to burning after the burn ban was lifted.

June through September 2020, Central Peninsula Landfill executed the chipping and grinding project. A contractor was hired to chip/grind approximately 1,593 tons of brush/slash. This material was used on the lined cell of CPL and chips were spread onto interior slopes for disposal and hill stabilization to prevent erosion. Work was completed at the Snug Harbor site during the second week of October 2020.

CAR21 FY21 KPB RESPONSE-PPE-PERSONNEL & RECOUP LOST REVENUE (Harbaugh, Nelson and Team)

This project has been updated based upon assembly's approval to supplement three additional projects to the school district under CAR21 by way of R2020-083: The Telephony Project, Student Home-to-School Transportation Costs and funding to support presumed COVID-19 Education-Related Expenditures. The grant agreements for these projects have been executed on a reimbursement basis and limited to the amount of funds lapsed from completed CAR projects. Finance will provide the lapse amount available to the school district to reimburse eligible costs for these agreements. See attached schedule dated 01/11/21.

CAR22 CITY ALLOCATIONS (Ahlberg and Harbaugh)

This project provides a portion of the Borough's CRF funds to the cities of Homer, Kachemak City, Kenai, Seldovia, Seward and Soldotna for the purpose of supplementing nonprofit/small business grants, housing relief programs, senior center programs and emergency protective measures as aligned with the cooperative agreement approved by way of Resolutions 2020-064 and 2020-076. All subrecipient agreements have been executed and full disbursements released. Closeout procedures have been completed for three of the six municipalities. Total project completion is estimated February 26, 2021.

CAR23 HOUSING RELIEF PROGRAM (Beech)

This project is in partnership with Alaska Housing Finance Corporation (AHFC) to provide \$2,000,000 toward housing relief for qualified individuals that were directly impacted by COVID19. AHFC is overseeing the application and payment process. Up to \$1,200 per month for the months of September through December 2020 will be distributed to the landlord or lender.

AHFC received 911 applications for the KPB Housing Relief Program. All applicants have been contacted by AHFC or Catholic Social Services as of December 24, 2020. As January 08, 2021, a total of \$1,307,927 has been paid out to 353 households. The borough provided a time extension to AHFC for the purpose of liquidating all appropriated funds via payments to lenders/landlords by deadline of January 29, 2021. The average payment is estimated at \$936.30/month. More information can be found at <https://kpbhousingrelief.org/>

**CAR24 POPPY LANE FACILITY SOCIAL DISTANCING RETROFIT
(Hedges, Vick and Team)**

Project closed; total costs \$16,075 for contractual and project management. This project was intended to provide for the separation of public and borough employee spaces. The scope of work was developed and plans completed. Due to the length of the design development process and the complexities of the project needs, there was not enough time to complete the construction phase of this project.

Segments Account Number	Original Budget (7/11/20)	Revised budget after Amended Reso (12/01/20 prelim)	Estimated Expenditures/ commitments December 2020	Estimated remaining Expenditures/ commitments	Amount Transferred to CAR21
CAR01 GRANTS TO SMALL BUSINESS/NONPROFIT/SR CENTERS	15,000,000	7,065,977	(6,634,448)	-	431,529
CAR02 SINGLE AUDIT FEES	25,000	25,000	-	(20,000)	5,000
CAR03 REIMB HOSPITAL COSTS	800,000	700,000	(700,000)	-	-
CAR04 VOLUNTEER FIRE & EMS	70,000	300,000	(300,000)	-	-
CAR05 FIRE & EMS SA PERSONNEL COSTS	2,800,000	3,681,610	(3,681,610)	-	(0)
CAR06 KPB EMERG RESPONSE-PPE-PERSONNEL	500,000	1,631,695	(1,237,650)	(394,045)	0
CAR07 ABSENTEE VOTE BY MAIL	600,000	600,000	(130,321)	-	469,679
CAR08 TECH-REMOTE MEETING INTEGRATION	80,000	100,000	(95,950)	(4,050)	(0)
CAR09 TECH-COMMUNICATIONS TOWER SITE DVLPMNT	2,000,000	2,600,000	(2,400,391)	(199,609)	-
CAR10 TECH-RETROFIT ASSEMBLY CHAMBERS	200,000	665,013	(626,756)	(38,257)	-
CAR11 KPBSD RESPONSE & PREPAREDNESS	1,700,000	150,000	(130,884)	(19,116)	-
CAR12 HOSPITAL TESTING EQUIPMENT	650,000	-	-	-	-
CAR13 RETROFIT KPB FACILITIES	500,000	3,114,794	(2,885,619)	(229,175)	-
CAR14 TECH-IMT REMOTE WORK-PC UPGRADES	67,000	67,000	(66,839)	-	161
CAR15 TECH-REMOTE WORK KITS FOR TELEWORK	116,000	116,000	(101,647)	(14,353)	-
CAR16 GIS UPDATE FOR REMOTE ASSESSMENT	600,000	400,000	(375,492)	(24,508)	-
CAR17 TECH-911 BACKUP DISPATCH ANSWERING CENTER	802,000	1,012,000	(1,000,132)	(11,868)	0
CAR18 TECH-COMMUNICATIONS ENGINEERING ANALYSIS	100,000	90,000	(67,494)	-	22,506
CAR19					
GRANTS TO SMALL BUSINESS-2ND DISTRIBUTION/CONTINGENCY	3,648,449	2,570,515	(1,554,976)	-	1,015,539
CAR20 SOLID WASTE DEBRIS/SLASH DISPOSAL	200,000	200,000	(112,907)	-	87,093
CAR21 FY21 KPB RESPONSE-PPE-PERSNL & RECOUP LOST REVENUE	7,000,000	969,987	(44,317)	(10,918)	914,752
CAR22 CITY ALLOCATION	-	9,181,957	(9,181,957)	-	-
CAR23 HOUSING RELIEF PROGRAM	-	2,000,000	(2,000,000)	-	-
CAR24 POPPY LANE FACILITY SOCIAL DISTANCING RETROFIT	-	216,901	(16,075)	-	200,826
Totals:	37,458,449	37,458,449	(33,345,465)	(965,898)	3,147,086
					(23,341)
					3,123,745
					1,561,872
					1,561,872

Recommendation for consideration regarding education at the Kenai River Center

The working group recognizes the value in providing education on riparian habitat and the 21.18 habitat ordinance, including direct landowner outreach. Further we perceive a gap in services that would provide meaningful public engagement and help defray costs incurred by existing River Center staff. At the same time the working group does not wish to recommend the to the Assembly that the Kenai Peninsula Borough create a new position due to the current fiscal climate. To accomplish this we recommend seeking partnership through local and willing non-profit organizations.

To enhance education and outreach to landowners the working group provides the following recommendation:

- Establish a mechanism to provide for a dedicated education/ outreach position in the Kenai River Center, in conjunction with a non-profit as the employer
- Work with a local non-profit to develop an education/ outreach work plan and budget, with regular reporting back to the Assembly
- Include funding in the KPB budget to support education/ outreach to be used only if outside matching funds can be secured and only as a portion of the total budget for services provided. We suggest 25% of 1 FTE, approximately \$25,000.
- Seek outside funding in collaboration with non-profit to fund the remaining 75% of the budget.



Legal Department

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Charlie Pierce
Borough Mayor

LITIGATION STATUS REPORT

TO: Brent Hibbert, Assembly President
 Zen Kelly, 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
 Patty Burley, Deputy Borough Attorney PB

DATE: January 7, 2021

RE: Litigation Status Report – Quarter Ending 12/31/20

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

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

1. John Does 1-3 v. Kenai Peninsula Borough School District et al., Case No. 3KN-18-00155CI. Three former students sued the school district, the Kenai Peninsula Hockey Association and former coach Bradley Elliott for damages stemming from alleged sexual abuse of minors, alleged negligent hiring and alleged vicarious liability. Mediations were held individually with each plaintiff on March 25, 26 and 27, 2020. Doe 1 settled at mediation and has been dismissed from the lawsuit. Mediation attempts with Does 2 and 3 were unsuccessful. The School District has filed two summary judgment motions which are pending. One seeks a ruling that the statute of limitations bars plaintiffs' cases and the other requests a ruling that the district may not be held vicariously liable for plaintiffs' claimed damages. Oral argument on the

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Re: Litigation Status Report

motions is scheduled for
January 19, 2021.

Defendant Kenai Peninsula Hockey Association was dismissed from this lawsuit by order of the court entered on November 6, 2020.

The trial is scheduled for the week of November 8, 2021. Discovery is continuing.

2. Halstead v. Jeremy T. Anderson and Kenai Peninsula School District, Case No. 3KN-18-00744CI. Plaintiff has sued Mr. Anderson and the Kenai Peninsula Borough School District for damages relating to Mr. Anderson's alleged sexual abuse of her as a minor. The complaint against the school district claims it failed to protect her from Mr. Anderson and seeks damages and actual attorney fees. The district has filed an answer and discovery is in process. The district also filed a motion for summary judgment against the plaintiff's claims for punitive damages against the district which was granted by the court. This means plaintiff may not seek punitive damages from the district. Trial is scheduled for the week of October 18, 2021. Discovery is continuing.
3. 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. Defendant filed a Partial Motion to Dismiss which was denied. Numerous other motions are pending. Trial is scheduled for the week of November 1, 2021.
4. Fischer v. KPBSD, Case No. 3KN-20-00495CI. This case was filed on July 14, 2020 by Matthew Fischer on behalf of his minor child. The complaint alleges the minor sustained damages while using the pull-up bars at Skyview Middle School on November 13, 2015. The district filed its answer to plaintiffs' complaint on August 18, 2020. Trial is scheduled for the week of February 14, 2022. Discovery is continuing.

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January 7, 20210

Re: Litigation Status Report

5. Nelson v. KPB, Case No. 3AN-20-07408CI. This case was filed on August 26, 2020 by Mark Nelson against a laundry list of defendants including the borough. The complaint seeks quiet title to a parcel of land in Seward, Alaska. The crux of the complaint is that Mr. Nelson purchased land only to discover that the land has a number of liens for unpaid monies owed by the previous owner. Mr. Nelson wants to have those liens extinguished without having to pay for them. The borough has timely filed an answer and affirmative defenses. As discovery has not commenced due to the early stages of this case, no meaningful evaluation can be made at this time. Discovery has not yet commenced in this case due to Covid related delays.
 6. Bilben, et al. v. KPB PC, Beachcomber LLC, et al., Case No. 3KN-20-00034CI. This case involves an appeal of a planning commission conditional land use permit (CLUP) approval. The borough is currently not participating in this appeal due to the fact that only private interests are at stake. The superior court issued an order staying all activity on the CLUP until further order. Briefing has been completed and the parties are awaiting further court order.
- B. Following are open or recently resolved administrative appeals from Planning Commission decisions:
1. Case No. 2020-02-PCA. The assembly sitting as hearing officer in this case issued a unanimous decision on December 30, 2020 affirming Resolution 2020-16, the planning commission's vacation approval resolution, vacating a 10-foot-wide drainage easement on Lot 24-A, AA Mattox Peggi's Addition (Plat HM 99-64). A party to this case may appeal this decision within 30 days of the date of distribution of the decision (December 30, 2020).
 2. Case No. 2020-01 PCA. Appellant appealed a planning commission's decision which granted a modification of a conditional land use permit. The borough filed a notice of non-participated in the matter and is not a party to the appeal. This case is stayed until a decision is issued in Case No. 3KN-20-34CI, discussed above at (A)(6).
 3. Case No. 2020-03 PCA. Appellant appealed a planning commission's decision approving a conditional land use material site permit in the Soldotna/Sterling area on a parcel off of Pine Street. Interested parties will have 15 days to file an entry of appearance once a notice of appeal is sent by the clerk to all parties of record. It appears this case only involves

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Re: Litigation Status Report

private interests and therefore it is anticipated that the borough will not enter an appearance in this case.

Kenai Peninsula Borough Assembly Committees 2020 – 2021

ASSEMBLY COMMITTEES

- **Finance Committee**
Tyson Cox, Chair
Kenn Carpenter, Vice Chair
Richard Derkevorkian
- **Lands Committee**
Richard Derkevorkian, Chair
Brent Johnson, Vice Chair
Bill Elam
- **Policies & Procedures Committee**
Jesse Bjorkman, Chair
Willy Dunne, Vice Chair
Kenn Carpenter
- **Legislative Committee**
Brent Johnson, Chair
Jesse Bjorkman, Vice Chair
Willy Dunne
- **President Pro Tem**
Tyson Cox
- **OTHER BOROUGH COMMITTEES**
- **School Board**
Bill Elam
Richard Derkevorkian, Alternate
- **Security and Resilience Commission**
Willy Dunne

SERVICE AREA BOARD LIAISONS

- **Anchor Point Fire & EMS** – Brent Johnson
- **Bear Creek Fire** – Kenn Carpenter
- **CES/CPEMS** – Tyson Cox
- **Kachemak Emergency Service Area** –
Willy Dunne
- **KPB Roads** – Bill Elam
- **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** -
Lane Chesley, Willy Dunne
- **NON-BOROUGH COMMITTEES**
- **Cook Inlet Aquaculture**
Dale Bagley
- **Cook Inlet R.C.A.C.**
Grace Merkes, term expires April 2023
- **Kenai Peninsula Economic Development
District**
Tyson Cox, Term expires with office
- **Kenai Peninsula College Council**
Brent Johnson, term to expire June, 2023
- **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 2021
- **Kenai Peninsula Tourism and Marketing
Council**
Lane Chesley, term to expire with office
- **Kachemak Bay Research Reserve
Community Council**
Willy Dunne, term expires with office