

Kenai Peninsula Borough

*144 North Binkley Street
Soldotna, AK 99669*



Meeting Agenda

Tuesday, April 21, 2020

6:00 PM

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

Assembly

Kelly Cooper, President

Hal Smalley, Vice President

Norm Blakeley

Jesse Bjorkman

Kenn Carpenter

Tyson Cox

Willy Dunne

Brent Hibbert

Brent Johnson



Assembly Meeting Schedule

TUESDAY, APRIL 21, 2020

- | | |
|----------------|--|
| 1:00 PM | Joint Budget Work Session with Kenai Peninsula School Board |
| 2:15 PM | Finance Committee |
| 3:30 PM | Lands Committee |
| 4:00 PM | Policies and Procedures Committee |
| 4:30 PM | Legislative Committee |
| 6:00 PM | Regular Assembly Meeting |

Above listed meetings will be held in:

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



Finance Committee

Betty J. Glick Assembly Chambers
George A. Navarre Kenai Peninsula
Borough Administration Building
Zoom Meeting ID: 128 871 931

April 21, 2020

2:15 PM

Brent Hibbert, Chair

Tyson Cox, Vice Chair

Brent Johnson

AGENDA

ITEMS NOT APPEARING ON THE REGULAR MEETING AGENDA

1. Central Peninsula General Hospital Budget Presentation (15 Minutes)
2. South Peninsula Hospital Budget Presentation (15 Minutes)

PUBLIC HEARINGS ON ORDINANCES

1. Ordinance 2019-19-30: Appropriating \$1,000,000 from the School Fund to the School Capital Project Fund to Provide Funding for Digital Controls at Homer High School and Areawide Theater Lighting (Mayor) 33
2. Ordinance 2020-09: Approving and Accepting Grant Funds from the State of Alaska Division of Homeland Security & Emergency Management to Reimburse Repairs at the Kenai Central High School Resulting from the November 30, 2018 Cook Inlet 7.0 Earthquake (Mayor) 38

NEW BUSINESS

1. Resolutions
 - a. Resolution 2020-027: Determining the Amount to be Provided from Local Sources for School Purposes During Fiscal Year 2021 and Approving the Kenai Peninsula Borough School District Total Budget (Mayor) 80
2. Ordinances for Introduction
 - *a. Ordinance 2020-15: Expanding the Scope of Previously Appropriated Land Acquisition Project Funds for the Central Emergency Service Area to Include Site Analysis, Design,

Engineering and Overall Station Construction Needs (Mayor) (Hearing on 05/05/20)	92
*b. <u>Ordinance 2019-19-32</u> : Appropriating 2014 School Bond Interest Income of \$100,000 from the School Bond Capital Project Fund for the Redoubt Elementary Roof Replacement Project to Provide Additional Funding for a Portion of Roof that is Ineligible for Bond Funds (Mayor) (Hearing on 05/05/20)	96
*c. <u>Ordinance 2020-18</u> : Confirming the Assessment Roll for the Rustic Avenue Road Improvement Assessment District (Mayor) (Hearing on 05/05/20)	99
*d. <u>Ordinance 2020-20</u> : Approving and Accepting Grant Funds from the State of Alaska Division of Homeland Security and Emergency Management to Reimburse Repairs at the Skyview Middle School and the Kenai Middle School Resulting from the November 30, 2018 Cook Inlet 7.0 Earthquake (Mayor) (Hearing on 05/05/20)	104
*e. <u>Ordinance 2019-19-33</u> : Providing Funding for South Peninsula Hospital Computerized Tomography (CT Scanner) Suite Renovation (Mayor) (Hearing on 05/05/20)	107
*f. <u>Ordinance 2019-19-34</u> : Appropriating Funds from the South Peninsula Hospital Service Area Capital Project Fund to Provide Additional Funding for the Deaerator and Steam Plant Improvements (Mayor) (Hearing on 05/05/20)	110
*g. <u>Ordinance 2019-19-35</u> : Appropriating \$1,031,035 to the Special Assessment Fund for the South Kalifornsky Beach Road Utility Special Assessment District (Mayor) (Hearing on 05/05/20)	113
3. Other	
*a. Approving a Letter of Non-Objection regarding the Transfer of Location for Cooper Landing Brewing Company Liquor License #5573	358
*b. Ratifying a Letter of Non-Objection for Arctic Herbery New Retail Marijuana Store License #23777	365

*Consent Agenda Items



Lands Committee

Betty J. Glick Assembly Chambers
George A. Navarre Kenai Peninsula
Borough Administration Building
Zoom Meeting ID: 128 871 931

April 21 2020

3:30 PM

Brent Johnson, Chair

Kenn Carpenter, Vice Chair

Norm Blakeley

AGENDA

PUBLIC HEARINGS ON ORDINANCES

3. Ordinance 2019-34: Amending KPB 21.46.040 to Create the Kalifornsky Center Single Family Residential R-1 Local Option Zoning District on an Approximately 55-Acre Borough-Owned Parcel (Mayor) 43
4. Ordinance 2019-24 (Mayor) Substitute: Adopting KPB 20.80, Subdivision Private Streets and Gated Subdivisions (Mayor) 57

NEW BUSINESS

2. Ordinances for Introduction
 - *h. Ordinance 2020-17: Authorizing a Lease to New Cingular Wireless PCS LLC for Approximately 1,600 Square Feet of Borough Land in Kenai for a Communications Site (Mayor) (Hearing on 05/19/20) 117

*Consent Agenda Items



Policies and Procedures Committee

April 21, 2020

4:00 PM

Betty J. Glick Assembly Chambers
George A. Navarre Kenai Peninsula
Borough Administration Building
Zoom Meeting ID: 128 871 931

Willy Dunne, Chair

Hal Smalley, Vice Chair

Kenn Carpenter

AGENDA

PUBLIC HEARINGS ON ORDINANCES

5. Ordinance 2020-10: Amending Provisions in KPB 1.24, KPB 5.12, KPB 5.18, KPB 10.18, KPB 10.20, KPB 11.10, KPB 12.08 and KPB 20.10 to Replace Criminal Penalties with Infractions (Mayor) 65
6. Ordinance 2020-11: Amending KPB 22.40.010, KPB 22.40.173 and KPB 22.40.175 to Allow the Assembly President to Reschedule a Regular Assembly Meeting and Assembly Members to Attend More than Three Assembly Meetings Telephonically when Necessary Due to a Declared Disaster (Cooper) 75

NEW BUSINESS

1. Resolutions
 - *b. Resolution 2020-029: Temporarily Suspending Certain Items on the Assembly Agenda During the COVID-19 Disaster (Cooper) 84
2. Ordinances for Introduction
 - *i. Ordinance 2020-21: Amending KPB 21.02.050 to Change the Kachemak Bay Advisory Planning Commission Membership by Removing the City of Homer Ex Officio Non-Voting Member (Dunne) (Hearing on 05/19/20) 149
 - *j. Ordinance 2020-16: Amending the Kenai Peninsula Borough Hazard Mitigation Plan by Deleting Existing Annex C, 2010 City of Kenai Hazard Mitigation Plan Update and Adopting the City of Kenai Hazard Mitigation Plan 2020 Update as the New Annex C (Mayor) (Hearing on 05/05/20) 153

3.	Other	
*c.	Confirming Appointments to the Ninilchik - Anchor Point Joint Service Area Work Group (Mayor) (Referred to Policies and Procedures Committee).....	431
MAYOR'S REPORT.....		453
1.	Assembly Requests/Responses – None.	
2.	Agreements and Contracts	
a.	Authorization to Award a Contract for ITB20-017 Funny River Transfer Site Expansion to CIC, Inc., Soldotna, Alaska.....	454
b.	Authorization to Award a Contract for ITB20-016 Area 2 Solid Waste and Recycle Container Hauling to Moore & Moore Services, Inc., dba Quick Sanitation, Homer, Alaska.	456
c.	Authorization to Award a Contract for ITB20-015 Area 1 Solid Waste and Recycle Container Hauling to Alaska Waste – Kenai Peninsula LLC., Soldotna, Alaska.	458
d.	Ninkski Fire Station No. 3 Emergency Alerting System (G2) Install Contracted to Kachemak Electric.	460
e.	Authorization to Award a Contract for ITB20-018 North Peninsula Recreation Service Area Boiler Replacement to Peninsula Construction, Inc., Kenai, Alaska.	461
f.	Soul Source Waiver to Enter into a Contract with Love Inc. of the Kenai Peninsula.	462
g.	Authorization to Award a Contract for ITB20-020 Gym Floor Refinishing 2020 to Alaskan Industries, Wasilla, Alaska	463
3.	Other	
a.	Revenue – Expenditure Report – February, 2020	464
b.	Budget Revisions – February, 2020	467
c.	Revenue – Expenditure Report – March, 2020	471
d.	Budget Revisions – March, 2020.....	474

*Consent Agenda Items



Legislative Committee

April 21, 2019

4:30 PM

Betty J. Glick Assembly Chambers
George A. Navarre Kenai Peninsula
Borough Administration Building
Zoom Meeting ID: 128 871 931

Hal Smalley, Chair

Jesse Bjorkman, Vice Chair

Willy Dunne

AGENDA

NEW BUSINESS

1. Resolutions

- *c. Resolution 2020-028: Promoting the 50th Anniversary of Earth
Day (Johnson, Dunne) 87

*Consent Agenda Items



Assembly Agenda

April 21, 2020 - 6:00 PM

Regular Meeting

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

Kelly Cooper
Assembly President
Seat 8 – Homer
Term Expires 2020

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

Jesse Bjorkman
Assembly Member
Seat 3 - Nikiski
Term Expires 2022

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

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

Tyson Cox
Assembly Member
Seat 4 - Soldotna
Term Expires 2022

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

Brent Johnson
Assembly Member
Seat 7 – Central
Term Expires 2022

Brent Hibbert
Assembly Member
Seat 1 – Kalifornsky
Term Expires 2021

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

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

[Clerk's Note: The invocation will be offered by Iris Fontana.]

ROLL CALL

COMMITTEE REPORTS

APPROVAL OF AGENDA AND CONSENT AGENDA

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

ACTION ITEMS CURRENTLY ON CONSENT AGENDA

Resolution 2020-029
Resolution 2020-028
Ordinance 2020-15
Ordinance 2019-19-32
Ordinance 2020-18
Ordinance 2020-20
Ordinance 2019-19-33
Ordinance 2019-19-34
Ordinance 2019-19-35
Ordinance 2020-17
Ordinance 2020-21
Ordinance 2020-16

Letter of Non-Objection – Cooper Landing Brewing
Ratification of a letter of Non-Objection – Arctic Herbery
Ninilchik-Anchor Point Joint Service Area Work Group

ACTION ITEMS ELIGIBLE TO BE ADDED TO THE CONSENT AGENDA
Ordinance 2019-19-30
Ordinance 2020-09

APPROVAL OF MINUTES

- *1. March 17, 2020 Regular Assembly Meeting Minutes 1
- *2. April 3, 2020 Special Assembly Meeting Minutes 12

COMMENDING RESOLUTIONS AND PROCLAMATIONS

PRESENTATIONS WITH PRIOR NOTICE (20 Minutes total)

- 1. COVID-19 Economic Impact Survey, Tim Dillon, Executive Director,
Kenai Peninsula Economic Development District (10 Minutes) 17

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

(3 minutes per speaker; 20 Minutes aggregate)

ITEMS NOT COMPLETED FROM PRIOR AGENDA

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

- 1. Ordinance 2019-19-30: Appropriating \$1,000,000 from the School Fund to the School Capital Project Fund to Provide Funding for Digital Controls at Homer High School and Areawide Theater Lighting (Mayor) (Referred to Finance Committee)..... 33
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PUBLIC COMMENTS AND PUBLIC PRESENTATIONS (3 minutes per speaker)

ASSEMBLY COMMENTS

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

INFORMATIONAL MATERIALS AND REPORTS

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1.	May 5, 2020 6:00 PM	Regular Assembly Meeting Betty J. Glick Assembly Chambers Soldotna, Alaska
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ADJOURNMENT

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

Copies of agenda items are available at the Borough Clerk's Office and in the Meeting Room just prior to the meeting. For further information, please call the Clerk's Office at 714-2160 or toll free within the Borough at 1-800-478-4441, Ext. 2160. Visit our website at www.kpb.us for copies of the agenda, meeting summaries, ordinances and resolutions.



Kenai Peninsula Borough

144 North Binkley Street
Soldotna, AK 99669

Meeting Minutes

Assembly

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

Tuesday, March 17, 2020

6:00 PM

Betty J. Glick Assembly Chambers

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

[Clerk's Note: The invocation was given by Annette Pankoski.]

ROLL CALL

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

Also present were:

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

COMMITTEE REPORTS

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

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

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

Assembly Member Smalley stated the legislative committee met and discussed its agenda items.

APPROVAL OF AGENDA AND CONSENT AGENDA

Smalley 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-2501](#) February 27, 2020 Regular Assembly Meeting Minutes
approved.

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

[2019-19-28](#) An Ordinance Appropriating Funds from Nikiski Fire Service Area and Approving the Purchase of Safety-Rated Belts for Self-Contained Breathing Apparatus Equipment for Central Emergency Service Area and Nikiski Fire Service Area (Mayor)

[Clerk's Note: The final two Whereas clause of Budget Ordinance 2019-19-28 was amended to read, "at its meeting of [February 19] March 11, 2020, the NFSA board recommended approval; and "at its meeting of February 20, 2020, the CES board recommended unanimous consent."

This Budget Ordinance was enacted as amended.

[2020-07](#) An Ordinance Approving and Accepting Grant Funds from the State of Alaska Division of Homeland Security & Emergency Management to Reimburse Repairs at the Hope School and the Nikiski Junior/Senior High School Resulting from the November 30, 2018 Cook Inlet 7.0 Earthquake (Mayor)

This Ordinance was enacted.

[2020-08](#) An Ordinance Authorizing the Sale of Certain Parcels of Borough Land by Sealed Bid Followed by an Over-the-Counter Sale (Mayor)

[Clerk's Note: The sixth Whereas clause was deleted in its entirety, and the final Whereas was amended to read "the Planning Commission at its regularly scheduled meeting of February 24, 2020, recommended approval by unanimous consent"; Section 1 was amended to remove the final three parcels within the table; Sections 5 and 9 were deleted in their entirety and Sections 6-11 were renumbered 5-9.]

This Ordinance was enacted as amended.

NEW BUSINESS

[2020-018](#) A Resolution Approving Twenty-Seven Unincorporated Communities for Participation in the State's Fiscal Year 2021 Community Assistance Program (Mayor)

[Clerk's Note: Assembly Member Johnson declared a possible conflict with Resolution 2020-018 as he was the president of Kasilof Regional Historical Society. President Cooper ruled a conflict existed and Mr. Johnson abstained from the discussion and vote on Resolution 2020-018.]

This Resolution was adopted.

[2020-020](#) A Resolution Classifying Certain Parcels of Borough Owned Land in Kalifornsky, Sterling, and Homer Areas (Mayor)

This Resolution was adopted.

[2020-019](#) A Resolution Authorizing Three New Dispatcher I Positions in the Soldotna Public Safety Communications Center (Mayor)

This Resolution was adopted.

[2020-021](#) A Resolution Extending the Deadline for Submission of the Anadromous Waters Habitat Protection Work Group's Final Report (Mayor)

[Clerk's Note: Section 1 was amended to read, "The deadline for the final report of the AWWHPWG to the planning commission is extended to October 13, 2020. [JULY 13, 2020.]

This Resolution was adopted as amended.

[2020-022](#) A Resolution Encouraging the U.S. Senate and U.S. House of Representatives to Fully Fund Kachemak Bay National Estuarine Research Reserve which Provides Vital Support to the Economy of the Kenai Peninsula Borough (Dunne, Johnson)

This Resolution was adopted.

[2020-023](#) A Resolution Supporting Three Applications to Supplement Eligible Response and Resiliency Projects Under the Economic Development Administration, "2019 Disaster Supplemental Grant" (Mayor)

This Resolution was adopted.

[2020-025](#) A Resolution Establishing a Work Group to Develop Recommendations Regarding Potentially Forming a Fire and Emergency Medical Service

Area to Provide Services in Ninilchik (Johnson)

This Resolution was adopted.

[2020-026](#)

A Resolution Extending the Disaster Emergency Declaration for the Kenai Peninsula Borough Issued Due to the Current and Expected Imminent Impacts of the COVID-19 Pandemic (Mayor)

This Resolution was adopted.

[2019-19-30](#)

An Ordinance Appropriating \$1,000,000 from the School Fund to the School Capital Project Fund to Provide Funding for Digital Controls at Homer High School and Areawide Theater Lighting (Mayor)

This Budget Ordinance was introduced and set for public hearing.

[2020-09](#)

An Ordinance Approving and Accepting Grant Funds from the State of Alaska Division of Homeland Security & Emergency Management to Reimburse Repairs at the Kenai Central High School Resulting from the November 30, 2018 Cook Inlet 7.0 Earthquake (Mayor)

This Ordinance was introduced and set for public hearing.

[2020-10](#)

An Ordinance Amending Provisions in KPB 1.24, KPB 5.12, KPB 5.18, KPB 10.18, KPB 10.20, KPB 11.10, KPB 12.08 and KPB 20.10 to Replace Criminal Penalties with Infractions (Mayor)

This Ordinance was introduced and set for public hearing.

[2020-11](#)

An Ordinance Amending KPB 22.40.010, KPB 22.40.173 and KPB 22.40.175 to Allow the Assembly President to Reschedule a Regular Assembly Meeting and Assembly Members to Attend More than Three Assembly Meetings Telephonically when Necessary Due to a Declared Disaster (Cooper)

This Ordinance was introduced and set for public hearing.

[KPB-2502](#)

Authorizing a Letter of Non-Objection for a Restaurant Designation Permit filed by Trail Lake Lodge, License Number 3113

approved.

[KPB-2500](#)

Petition to Vacate the entire 66-foot-wide Culhane Avenue right-of-way between Hostetter Street and Issermoyer Street Running East to West, Including all Associated Utility Easements Adjoining the Right-of-Way as Granted per Right-of-way Map Recorded as Plat No. 84-115 in the Homer Recording District. The Right-of-way Being Vacated is Unconstructed and Located within the SW ¼ NW ¼ & NW ¼ SW ¼

of Section 20, Township 2 South, Range 12 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-014V. Petitioner: Rick Bailey and Jerri Chivers of Soldotna, Alaska.

[Clerk's Note: The Planning Commission approved the above referenced petition to vacate at its February 24, 2020 meeting by unanimous consent.]

approved.

Approval of the Consent Agenda

President Cooper called for public comment.

Robert Gibson spoke in support of Resolution 2020-020.

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

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

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

COMMENDING RESOLUTIONS AND PROCLAMATIONS

PRESENTATIONS WITH PRIOR NOTICE

1. Update of COVID-19 Pandemic, Dan Nelson, Senior Manager, Office of Emergency Management.

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

President Cooper called for public comment with none being offered.

ITEMS NOT COMPLETED FROM PRIOR AGENDA

PUBLIC HEARINGS ON ORDINANCES

[2019-19-29](#) An Ordinance Appropriating Funds for Three New Borough E911 Dispatcher Positions to Replace Three Vacant State E911 Dispatcher Positions (Mayor)

Hibbert moved to enact Budget Ordinance 2019-19-29.

President Cooper called for public comment with none being offered.

Assembly Member Bjorkman spoke in support of Budget Ordinance 2019-19-29.

President Cooper passed the gavel to Vice President Smalley and spoke in support of

Budget Ordinance 2019-19-29.

Vice President Smalley returned the gavel to President Cooper.

The motion to enact Budget Ordinance 2019-19-29 carried by the following vote:

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

UNFINISHED BUSINESS

Postponed Items

[2019-34](#)

An Ordinance Amending KPB 21.46.040 to Create the Kalifornsky Center Single Family Residential R-1 Local Option Zoning District on an Approximately 55-Acre Borough-Owned Parcel (Mayor)

Johnson moved to remove Ordinance 2019-34 from the table.

The motion to remove Ordinance 2019-34 from the table carried by the following vote:

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

Johnson moved to postpone Ordinance 2019-34 as amended to the April 21, 2020 meeting.

The motion to postpone Ordinance 2019-34 as amended carried by the following vote:

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

[2020-06](#)

An Ordinance Authorizing a Community Trail Management Agreement on Borough Land within the City of Soldotna with Shimai Toshi Garden Trails, Inc. (Mayor)

A motion to enact was on the floor from the December 3, 2019 meeting.

President Cooper called for public comment. The following people spoke in support of Ordinance 2020-06:

Carrie Henson, Kalifornsky

Penny Vadla, Soldotna

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

Assembly Members Bjorkman, Smalley and Carpenter spoke in support of Ordinance 2020-06.

Assembly Members Hibbert, Blakeley and Cox spoke in opposition to Ordinance 2020-06.

Hibbert moved to postpone Ordinance 2020-06 to the April 21, 2020 meeting.

Assembly Members Dunne and Johnson spoke in opposition to the motion to postpone.

The motion failed by the following vote:

Yes: 2 - Cox, and Hibbert

No: 7 - Bjorkman, Blakeley, Carpenter, Dunne, Johnson, Smalley, and Cooper

The motion to enact Ordinance 2020-06 carried by the following vote:

Yes: 7 - Bjorkman, Carpenter, Cox, Dunne, Johnson, Smalley, and Cooper

No: 2 - Blakeley, and Hibbert

2019-24

An Ordinance Adopting KPB 20.80, Subdivision Private Streets and Gated Subdivisions (Mayor)

A motion to enact was on the floor from the December 3, 2019 meeting.

President Cooper called for public comment. The following person spoke in support of Ordinance 2019-24 (Mayor) Substitute:

Blain Gilman, Kenai

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

Assembly Member Blakeley spoke in support of Ordinance 2019-24 (Mayor) Substitute.

Johnson moved to amend Ordinance 2019-24 (Mayor) Substitute as follows:

Section 1 to read, "20.80.005 - Application. This chapter applies to all subdivisions within the Kenai Peninsula Borough boundaries except for those within an incorporated city within the borough.

20.80.020 - Requirements. Private streets in subdivisions shall meet the following requirements:

..."

G. Gated subdivisions and private streets may be approved. [PROVIDED THEY MEET THE FOLLOWING CRITERIA:] so long as [1.E] emergency services [SHALL BE] are provided access within the private subdivision. Written approval by the fire and emergency services provider, with jurisdiction in the area of the gated subdivision, is required. The fire and emergency services provider must be satisfied that fire and emergency services providers will have safe access into and within the gated subdivision. [2. WHEN LOCATED WITHIN A CITY, A FINAL PLAT OF A SUBDIVISION WITH A PRIVATE STREET MUST COMPLY WITH KPB 20.60.080 IMPROVEMENTS - INSTALLATION AGREEMENT REQUIRED.]
20.80.040 - Converting a gated subdivision. A. To convert a publicly dedicated street

to a private street, the dedicated street must be vacated. A [PLATTED RIGHT OF WAY MAY NOT BE VACATED, EXCEPT] dedicated public right-of-way may only be vacated upon petition by resolution of the governing body from a municipality in which the property is located or upon petition by the owner(s) of the majority of land fronting or abutting the right-of-way to be vacated. The request shall comply with the applicable replat and vacation requirements and procedures in this title, except as provided otherwise in this chapter."

...

Section 2 to read, "20.90.010 - Definitions generally. In this title, unless otherwise provided, or the context otherwise requires, the following definitions shall apply:

...

Gated subdivision" means a residential subdivision consisting of multiple parcels of land where vehicular and/or pedestrian access by the general public from a public street and street(s) within the gated community and/or public right-of-way(s) is restricted as a result of a barrier that may include, but is not limited to gates, security personnel, fences or walls.

...

"Private street" [IS DEFINED AS] means a vehicular access way [SHARED BY AND] serving two or more lots [WHICH IS NOT PUBLICALLY MAINTAINED BY THE PRIVATE TRACT OWNER(S)] that was not dedicated or conveyed to the public. [THE TERM "PRIVATE STREET" [SHALL BE INCLUSIVE OF] INCLUDES ALLEYS. THE TERM "STREET" ALSO INCLUDES THE TERM "STREET" AS USED IN KPB TITLE 14.]"

Assembly Member Dunne Spoke in Opposition to Ordinance 2019-24 (Mayor) Substitute.

President Cooper passed the gavel to Vice President Smalley and spoke in opposition to Ordinance 2019-24 (Mayor) Substitute.

Vice President Smalley returned the gavel to President Cooper.

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

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

No: 2 - Dunne, and Cooper

Johnson moved to postpone Ordinance 2019-24 (Mayor) Substitute as amended to the April 21, 2020 meeting.

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

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

MAYOR'S REPORT

[KPB-2505](#) Mayor's Report Cover Memo

1. Assembly Requests/Responses - None.
2. Agreements and Contracts
 - a. [KPB-2506](#) Sole Source Waiver - Lenel Security System Training
 - b. [KPB-2507](#) Authorization to Award a Contract for RFP 20-007 Redoubt Elementary School Roof Professional Design Services to K+A Design Studios, Kenai, Alaska.
3. Other
 - a. [KPB-2508](#) Investment Report Quarter Ended - 12/31/19
 - b. [KPB-2509](#) Certification of the 2019 Real Property Supplemental Assessment Roll

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

President Cooper called for public comment.

Carrie Henson, Kalifornsky thanked the assembly for using Facebook Live to stream the meeting. She stated she would like to see it used for future meetings.

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

ASSEMBLY COMMENTS

Assembly Member Johnson offered his affinity and condolences to families affected by COVID-19.

Assembly Member Dunne expressed concern and compassion to residents dealing with COVID-19. He thanked the staff for arranging the room to honor social distancing requirements and the flexibility with the meeting schedules. He encouraged residents to stay calm and listen to medical advice regarding COVID-19.

Assembly Member Blakeley thanked the assembly for their patience with him participating over the phone and wished everyone a safe evening.

Assembly Member Bjorkman thanked everyone for their participation. He congratulated the Nikiski Boys and Girls basketball teams on a successful year. Mr. Bjorkman encouraged residents to take COVID-19 seriously. He requested that residents reach out if they need help. He thanked Borough Clerk, Johni Blankenship

and her staff for their hard work and dedication to the Borough. He wished everyone a good evening.

Assembly Member Cox acknowledged residents frustrations regarding COVID-19 and encouraged everyone to be pleasant and kind to one another. He wished everyone a good evening.

Assembly Member Hibbert thanked the Borough Clerk and staff for taking care of the Assembly's needs behind the scenes and preparing the room for social distancing mandates. He encouraged everyone to be mindful of their neighbors and asked residents to reach out if they need help.

Assembly Member Carpenter encouraged everyone to drive safely in the snow and to have a good evening.

Vice President Smalley promoted the National Association of Counties and the work they're doing for municipalities across the country. He thanked the Borough for their outstanding work in dealing with COVID-19 and requested the Assembly continue to support their efforts.

President Cooper encouraged everyone to share the KPB Alerts page to keep a unified message from the Borough and Assembly. She thanked Brenda Ahlberg and Bud Sexton for streaming the meeting on Facebook Live. She encouraged residents to shop for their elderly neighbors and support local small businesses. She thanked the Borough Clerk and her staff for their hard work and dedication to the Assembly and residents of the Borough.

PENDING LEGISLATION

INFORMATIONAL MATERIALS AND REPORTS

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. April 7, 2020 Regular Assembly Meeting
6:00 PM Betty J. Glick Assembly Chambers, Soldotna, Alaska

ADJOURNMENT

With no further business to come before the assembly, President Cooper adjourned the meeting at 9:21 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of March 17, 2020.

Johni Blankenship, MMC, Borough Clerk

Approved by the Assembly: _____



Kenai Peninsula Borough

144 North Binkley Street
Soldotna, AK 99669

Meeting Minutes - Draft

Assembly

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

Friday, April 3, 2020

2:00 PM

Betty J. Glick Assembly Chambers

Special Assembly Meeting

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

[Clerk's Note: All Assembly Members participated virtually on the Zoom meeting platform.]

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

APPROVAL OF AGENDA

Smalley's motion to approve the agenda as amended carried by the following vote:

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

BRIEFING REGARDING THE COVID-19 PANDEMIC WITHIN THE KENAI PENINSULA BOROUGH

[Clerk's Note: Dan Nelson, Senior Manager of the Office of Emergency Management provided the Assembly with a status update regarding the COVID-19 Incident Management Team's response.]

NEW BUSINESS

[2020-12](#)

An Emergency Ordinance Extending the Annual Payment Deadline of March 31, 2020 until June 30, 2020 for All Outstanding Special Assessment Districts with Outstanding Balances as of March, 2020 (Mayor) (Hearing on 04/03/20)

Hibbert moved to enact Emergency Ordinance 2020-12.

President Cooper called for public comment with none being offered.

The motion to enact Emergency Ordinance 2020-12 carried by the following vote:

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

2020-13

An Emergency Ordinance Providing for an Exception to the Operating Agreement Between the Kenai Peninsula Borough and South Peninsula Hospital, Inc. to Allow Cash in Excess of 90 Days to be Retained by South Peninsula Hospital, Inc., as of March 31, 2020 and Allow the Mayor to Provide for Certain Additional Exceptions to the Operating Agreement during the COVID-19 Pandemic (Mayor) (Hearing on 04/03/20)

Hibbert moved to enact Emergency Ordinance 2020-13.

President Cooper called for public comment with none being offered.

Assembly Member Dunne declared a possible conflict as his wife was an employee of South Peninsula Hospital. After consultation with legal counsel, President Cooper ruled a conflict did not exist as Mr. Dunne had no substantial direct or indirect financial interest.

The motion to enact Emergency Ordinance 2020-13 carried by the following vote:

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

2019-19-31

An Emergency Ordinance Appropriating Funds to the Office of Emergency Management to Cover Costs Associated with the Covid-19 Disaster Declaration and Replenish the Office of Emergency Management Reserve Fund of \$125,000 (Mayor) (Hearing on 04/03/20)

Hibbert moved to enact Ordinance 2019-19-31.

President Cooper called for public comment with none being offered.

Assembly Member Dunne declared a possible conflict as his wife was an employee of South Peninsula Hospital. After consultation with legal counsel, President Cooper ruled a conflict did exist as Mr. Dunne had a financial interest. Mr. Dunne abstained from the discussion and vote regarding Ordinance 2019-19-31.

The motion to enact Emergency Budget Ordinance 2019-19-31 carried by the following vote:

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

Abstain: 1 - Dunne

2020-14

LAYDOWN An Emergency Ordinance in Support of South Peninsula

Hospital, Inc. Application to Participate in the Paycheck Protection Program Loan Offered through the Conronavirus Aid, Relief, and Economic Security Act (Mayor) (Hearing on 04/03/20)

Dunne moved to enact Ordiance 2020-14.

President Cooper called for public comment.

Judith Lund, South Kenai Peninsula Hospital Service Area Board Chair spoke in support of Ordinance 2020-14.

Tom Clark, South Peninsula Hospital, Inc. Board Chair spoke in support of Ordinance 2020-14.

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

The motion to enact Emergency Ordinance 2020-14 carried by the following vote:

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

PUBLIC COMMENTS

President Cooper called for public comment.

Carrie Henson, Kalifornsky stated she liked the Zoom format and suggested the use of the "chat" box.

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

ASSEMBLY COMMENTS

Assembly Member Smalley thanked the borough administration, employees, first responders and those in the community for all their additional work and services that were provided.

Assembly Member Bjorkman encouraged everyone to stay healthy and remain active while in "hunker down" mode. Mr. Bjorkman reminded everyone to wash their hands and not to touch your face, as well as to abide by the Governor's mandates. He stated he was looking forward to the economic recovery efforts to come.

Assembly Member Blakeley appreciated the efforts of everyone and reminded everyone to stay safe.

Assembly Member Carpenter hoped everyone stayed safe and reminded everyone to respect the mandates.

Assembly Member Cox stated he was happy to see everyone. Mr. Cox stated there were great departments doing great things with the circumstances at hand. He reminded everyone to stay safe.

Assembly Member Dunne thanked the borough staff, especially Brenda Ahlberg and Dan Nelson for their excellent job and communication. He stated he was taking part in the daily briefings and they were very informative. He thanked the borough staff as well for their efforts to answer questions and provide information. He stated staff at South Peninsula Hospital were also doing amazing work and coordinating alternate care sites.

Assmebly Member Johnson stated he appreciated the administration and staff for providing the platform to meet. He stated he appreciated all the medical staff and thanked them for being in that profession.

Assembly Member Hibbert thanked Dan Nelson, Brenda Ahlberg and staff for their Facbook broadcasts. He also thanked the administration for the daily working group briefings, stating that had been very informative. Mr. Hibbert thanked the clerks and Ben Hanson for making the meeting platform possible. He reminded everyone to particiate in Census 2020 as it was important for future funding. He reminded everyone to stay safe.

President Cooper commended Dan Nelson and Brenda Ahlberg, as well as the Incident Management Team that was made up of borough employees. She stated she was grateful that they had a plan in place to stand up the team quickly. Ms. Cooper reminded everyone that our government may look different in the next couple years as to how services are provided and thanked the borough employees who were working hard to provide those essential services. She reminded everyone to check on your neighbors and those that may have needs, stating we were in this together.

ADJOURNMENT

With no further business to come before the assembly, President Cooper adjourned the meeting at 3:10 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly special meeting of April 3, 2020.

Johni Blankenship, MMC, Borough Clerk

Approved by the Assembly: _____



*Leadership to Enhance, Foster &
Promote Economic Development*

Kenai Peninsula Economic Development District

Kenai Peninsula Borough Update

April 21, 2020

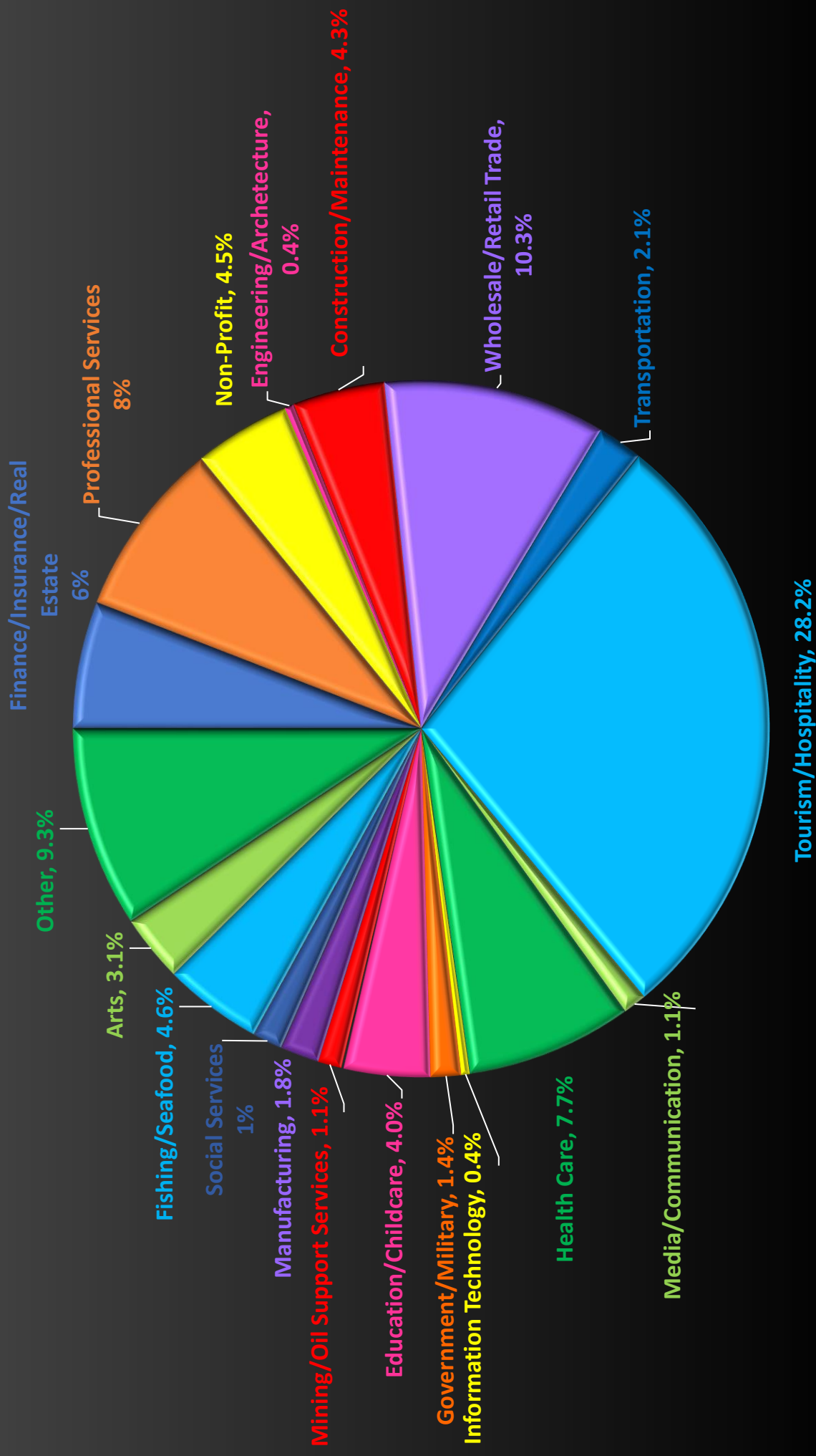
The Kenai Peninsula COVID-19 Economic Impact Survey gathered Peninsula-wide business responses to estimate the regional needs of our economy.

This survey was open from March 20th to March 27th and was completed by 721 businesses across the Borough.

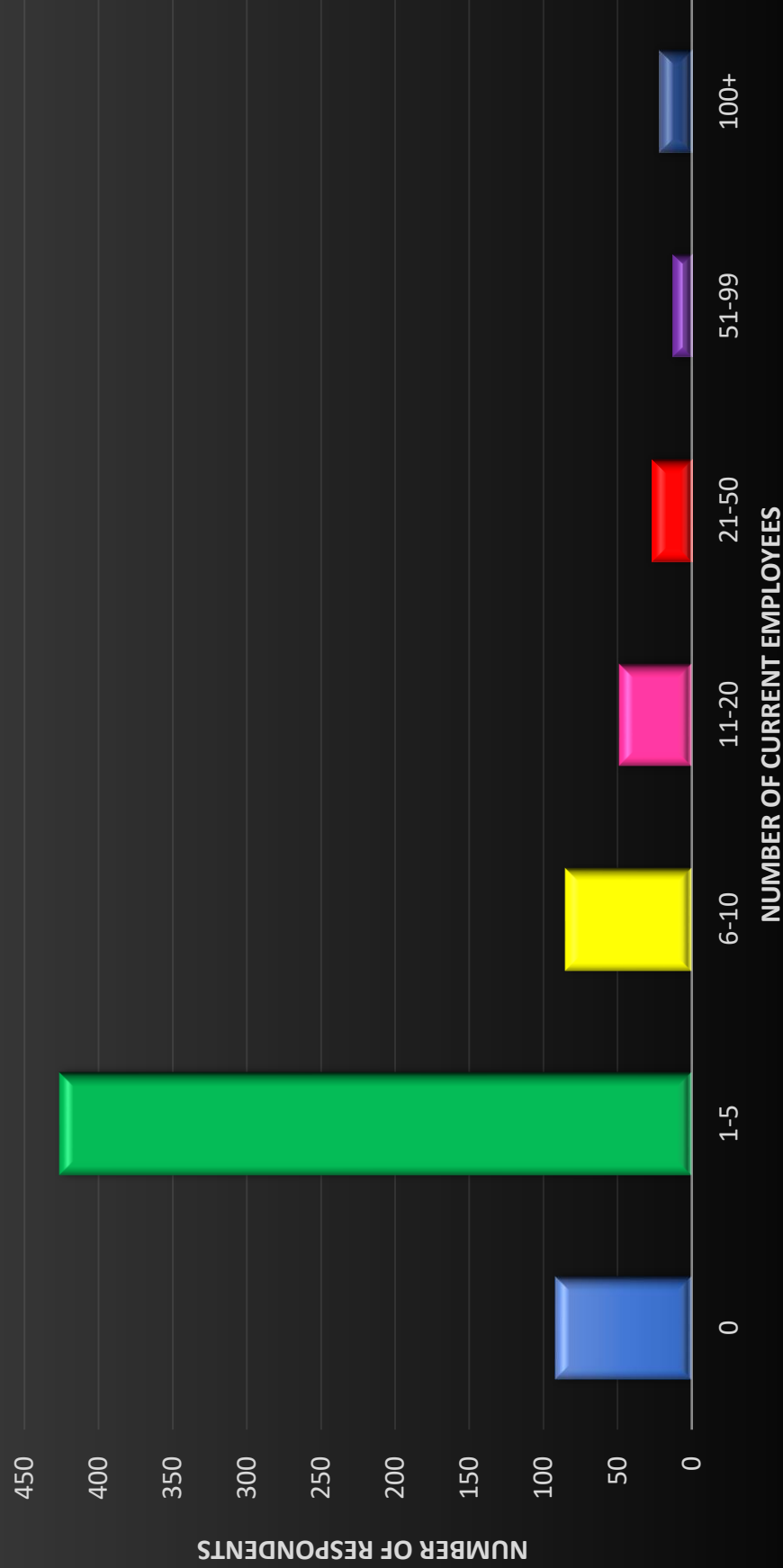
The individual responses of the survey are confidential, however the collective data will be used to identify the measurable impact this virus has had on our communities.



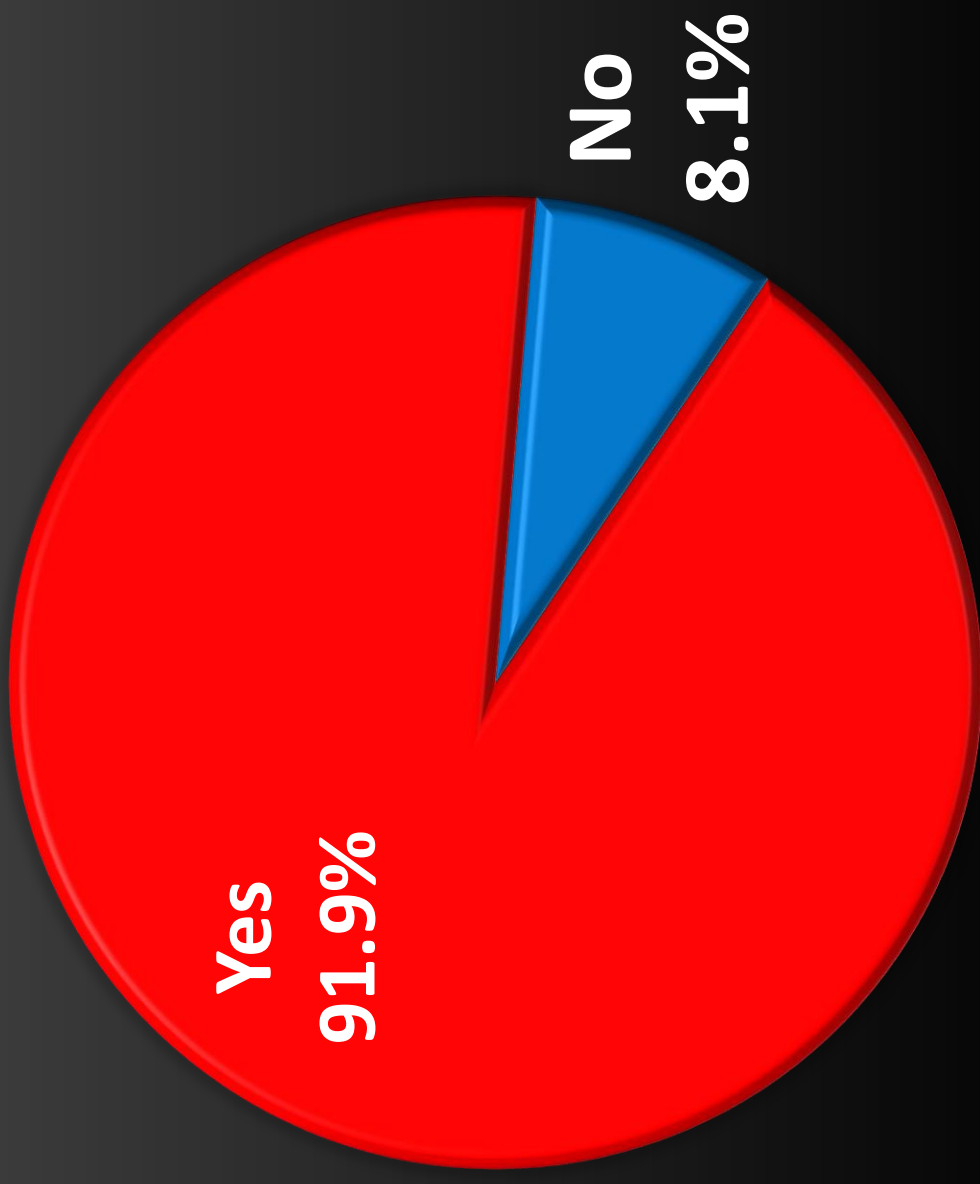
Which sector best describes your business?



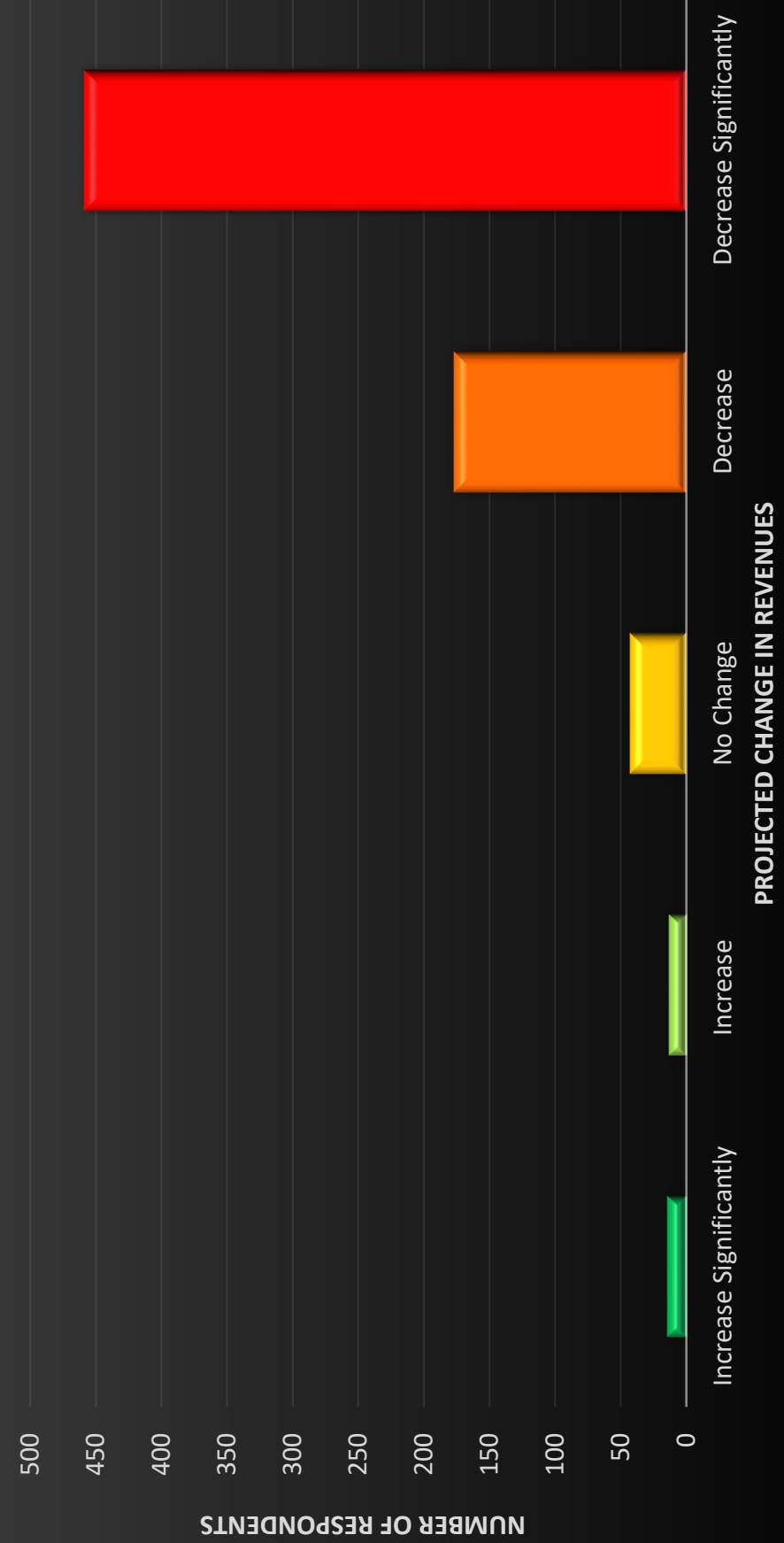
How many people does your business currently employ?



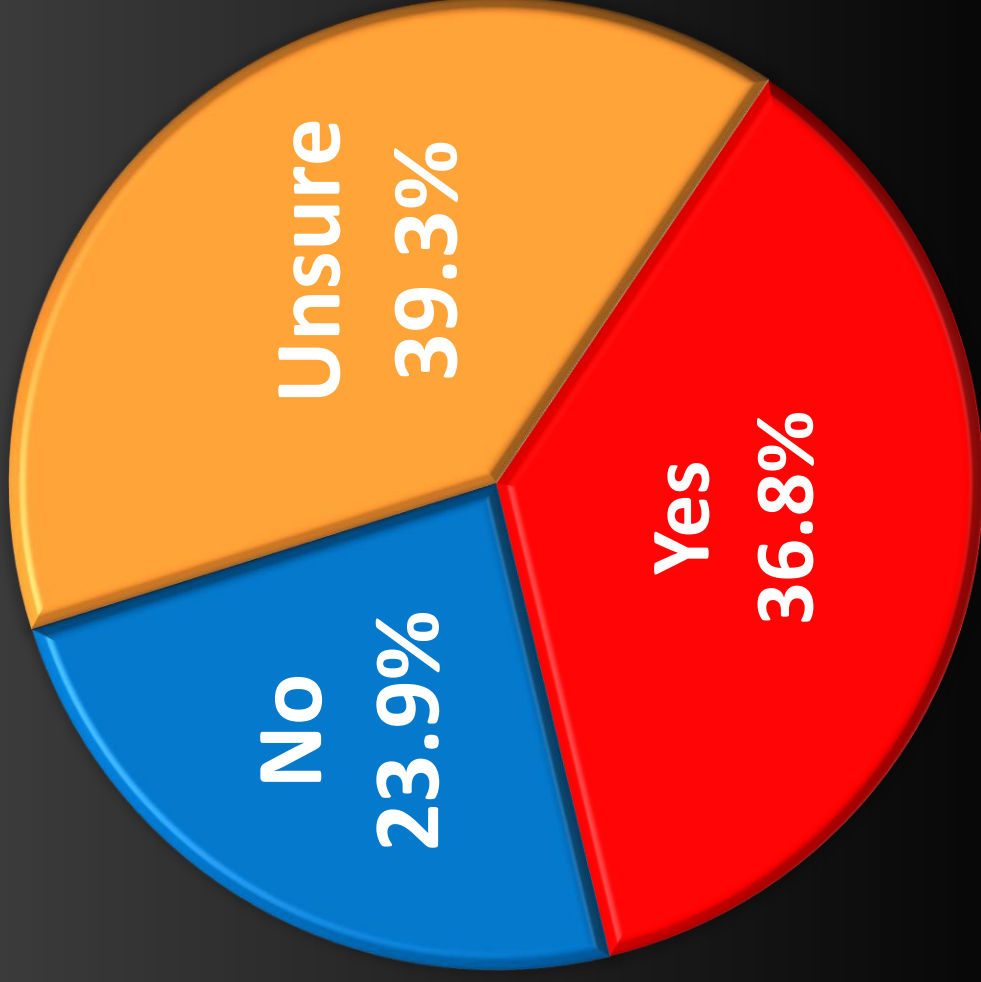
Have you experienced any disruption in business due to COVID-19?



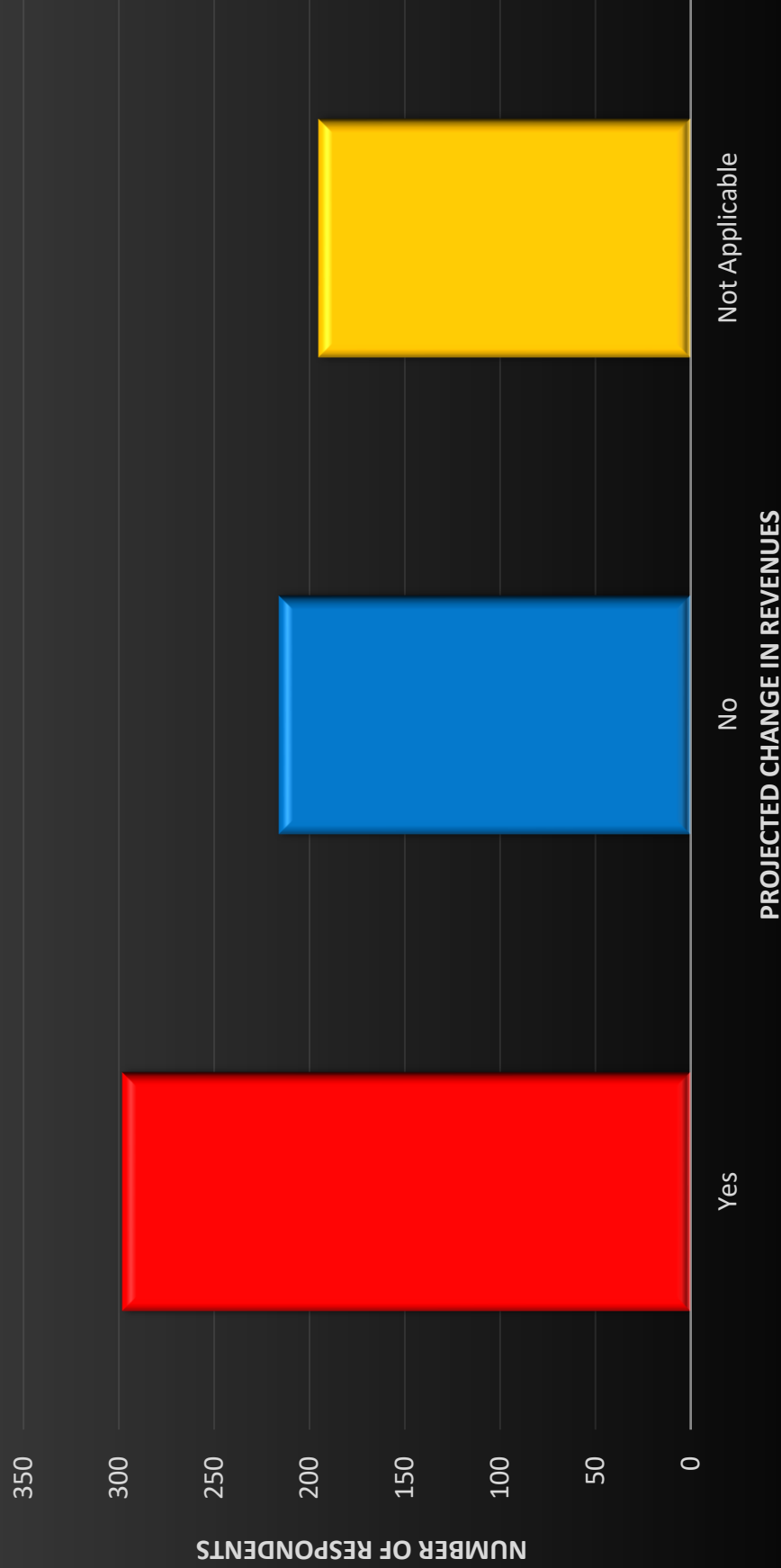
How much do you project your revenues will change in the first half of 2020 compared to 2019?



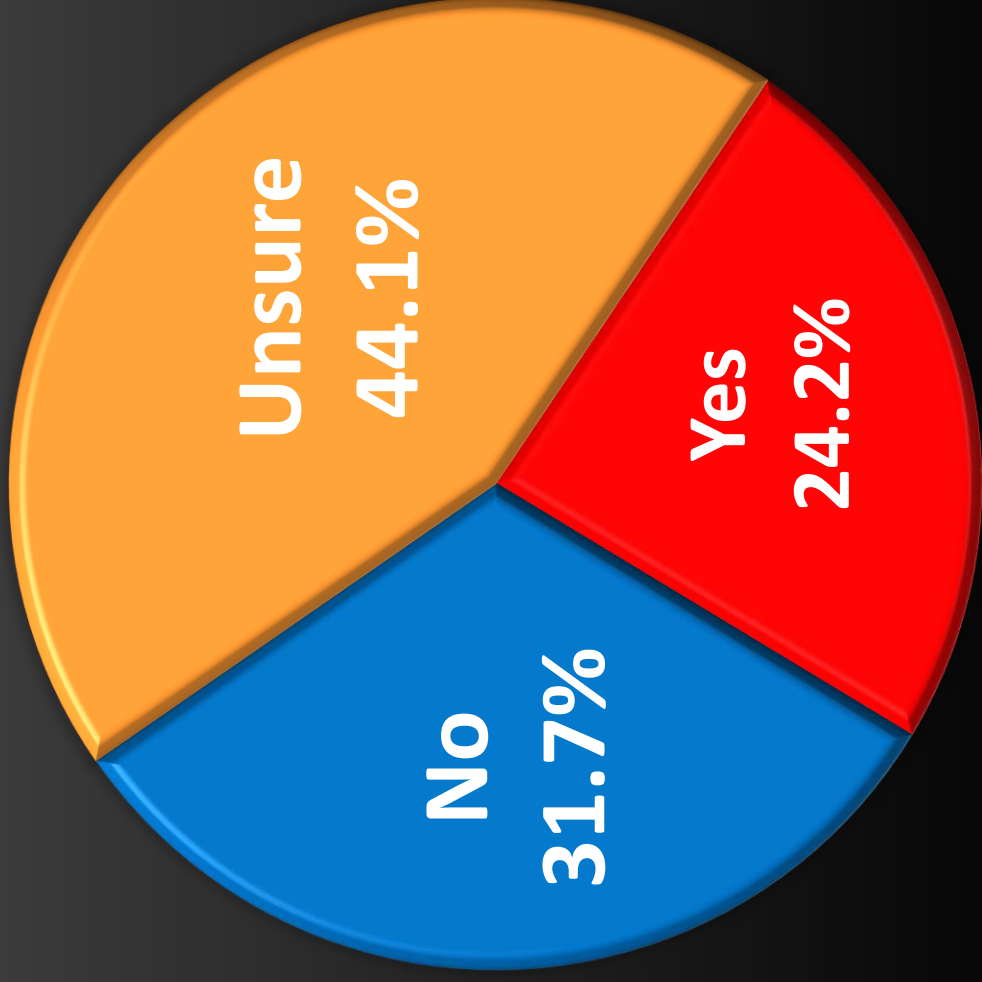
Do you expect to make employment cuts in the future due to COVID-19?



Have you experienced disruptions from vendors and service providers?



Is your business at risk of closing permanently because of the impact of COVID-19?



Look out for COVID-19 scams

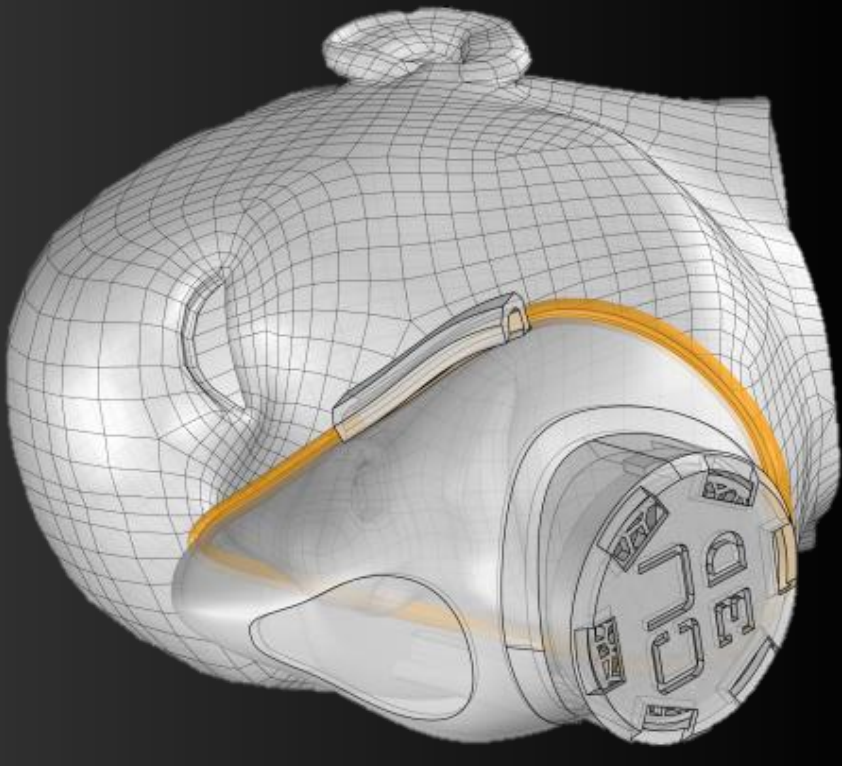
- IRS will NOT call you to verify payment details
- Do not reply to emails or click links claiming to send your stimulus check sooner
- The IRS will not ask you to send money before it will issue your economic impact payment
- Do NOT respond to calls claiming to send COVID-19 Test Kits
- Social Security Administration will NOT contact you claiming to suspend benefits due to COVID-19

Remember that government agencies will never call you to ask for personal information or money.



PPE Contracts, 3D Printers and COVID-19

Partnerships
for
community
success



FEDERAL EMERGENCY FUNDING TO COMBAT CORONAVIRUS OUTBREAK

Funding Process:





29

10 Minutes
10 Questions
10 Years of Impact
2020census.gov

Kenai Borough, YOU COUNT!
Be counted in the 2020 Census





Hal Smalley
Kenai Peninsula Borough Appointee



KPEDD Project Update:

- Economic Resiliency Plan
- Revolving Loan Fund Expansion
- Manufacturing Extension Program
- 2021 CEDS Kick-off – July 1st



Questions?

Tim Dillon
Executive Director
Tim@kpedd.org
907-242-9709

Introduced by:	Mayor
Date:	03/17/20
Hearing:	04/07/20
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2019-19-30**

**AN ORDINANCE APPROPRIATING \$1,000,000 FROM THE SCHOOL FUND TO THE
SCHOOL CAPITAL PROJECT FUND TO PROVIDE FUNDING FOR DIGITAL
CONTROLS AT HOMER HIGH SCHOOL AND AREAWIDE THEATER LIGHTING**

WHEREAS, the direct digital control (“DDC”) system within the Homer High School (“HHS”) facility has exceeded its useful life expectancy, has limited support available and requires replacement to avoid potential damages to the facility; and

WHEREAS, theater lighting systems throughout the Kenai Peninsula Borough are operationally deficient and require new interfaces to LED components and control systems that can govern LED devices and do not require wholesale system replacements; and

WHEREAS, recently the systems in question have become increasingly troublesome functionally and have required a larger maintenance effort, while upgrade to the systems will improve functionality, energy efficiency, and a vast reduction in maintenance associated with bulb device replacements (long life LEDs); and

WHEREAS, funding for the relocation costs currently exist in the School Maintenance Fund representing in-kind support to the Kenai Peninsula Borough School District; and

WHEREAS, to meet accounting requirements and due to the size and nature of the project, the expenditures should occur in the School Capital Project Fund; and

WHEREAS, the transfer of funds from the School Maintenance Fund to the School Capital Project Fund does not change the current year funding for the school district;

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

SECTION 1. The sum of \$1,000,000 is appropriated from the School Fund, account 241.00000.00000.27910 to account 241.94910.00000.50400, to be transferred to the School Capital Project Fund account 400.78050.20CON.49999 to provide funding for Digital Controls at Homer High School and Areawide Theater Lighting.

SECTION 2. That this ordinance takes effect immediately upon its enactment.

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

ATTEST:

Kelly Cooper, Assembly President

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Purchasing and Contracting Department
Maintenance Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: John Hedges, Purchasing and Contracting Director *JH*
Scott Griebel, Maintenance Director *SG*
Brandi Harbaugh, Finance Director *BH*

DATE: March 5, 2020

SUBJECT: Ordinance 2019-19-30, Appropriating \$1,000,000 from the School Fund to the School Capital Project Fund to Provide Funding for Digital Controls at Homer High School and Areawide Theater Lighting (Mayor)

The direct digital control (DDC) system within the Homer High School (HHS) facility is original to the site's 1985 construction and has exceeded its useful life expectancy. The system has remained serviceable only due to an inventory of retained spare board parts (surpluses from other renovated sites), limited third party component repair support (no factory support), and the abilities of a competent and trained maintenance staff. KPB Maintenance's ability to keep the system in proper working order is quickly diminishing. System failure creates a potential for damages to the facility that far exceed the cost of the system replacement. One such occurrence was mitigated this winter due to a system failure that led to a busted sprinkler pipe. The Kenai Peninsula Borough (KPB) Maintenance Department and the Purchasing and Contracting Department recommend that the system be replaced with new Siemens industries DDC controls. The materials and services will be procured through a government purchasing group, specifically GSA, to allow for an immediate response to the need and a new operating system installed as soon as possible.

Additional to the HHS's DDC needs are operational deficiencies with theater lighting systems throughout the KPB. There has been a desire to install more efficient lighting, but the old analogue controls are not compatible with the new LED components. There are some new control systems that interface with existing components, providing smooth control signal that can govern LED devices and do not require wholesale system replacement. Additionally, until recently LED devices have been quite costly. The preventative driver has been cost and priority relative to other systems throughout the borough. Recently the systems in question have become more and more troublesome functionally and have

Page -2-

March 5, 2020

RE: Ordinance 2019-19- 30

required a larger maintenance effort. Upgrade to the systems will improve functionality, energy efficiency, and a vast reduction in maintenance associated with bulb device replacements (long life LEDs).

The funding for the relocation costs currently exist in the School Maintenance Fund representing in-kind support to KPBSD. To meet accounting requirements and due to the size and nature of the project, the expenditures should occur in the School Capital Project Fund.

**FINANCE DEPARTMENT
ACCOUNT / FUNDS VERIFIED**

Acct. No. 241.27910Amount: \$ 1,000,000By: BH Date: 3/3/2020



KENAI PENINSULA BOROUGH SCHOOL DISTRICT

Assistant Superintendent

Dave Jones

148 North Binkley Street Soldotna, Alaska 99669-7520

Phone (907) 714-8858 Fax (907) 262-5867

Email davejones@kpbsd.k12.ak.us

2/25/2020

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

Re: Fund 241 fund balance

Dear Mayor Pierce,

The Borough and the School District met on 2/20/2020 to discuss the needs in our schools and the use of fund balance for projects. At the end of FY19, the fund balance in KPB School Fund 241 was \$1,682,409. At the end of FY20, it is anticipated that additional funds will be added to the fund balance, to help ensure the balance remains at minimum fund balance levels.

The Homer High School Building Automation Controls for their heating system is in a critical state and needs replaced. In addition, the lighting and wiring in several of the auditoriums needs upgraded.

The use of the fund balance to address these needs will allow the borough maintenance department to begin work. We support the use of up to \$1.2 million of the School Fund 241 Fund balance for the projects mentioned.

Sincerely,

A handwritten signature in cursive script that reads "Dave Jones".

Dave Jones
Assistant Superintendent

Introduced by:	Mayor
Date:	03/17/20
Hearing:	04/07/20
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-09**

**AN ORDINANCE APPROVING AND ACCEPTING GRANT FUNDS FROM THE
STATE OF ALASKA DIVISION OF HOMELAND SECURITY & EMERGENCY
MANAGEMENT TO REIMBURSE REPAIRS AT THE KENAI CENTRAL HIGH
SCHOOL RESULTING FROM THE NOVEMBER 30, 2018 COOK INLET 7.0
EARTHQUAKE**

WHEREAS, on November 30, 2018 at 8:29 a.m. a 7.0 earthquake shook from an epicenter five miles north of Anchorage which was felt across Southcentral Alaska and tsunami warnings were issued for coastal communities, including Seward and the Kachemak Bay communities of Homer, Seldovia, Nanwalek and Port Graham; and

WHEREAS, the borough appropriated \$450,000 from the general fund for disaster response and recovery by way of ordinance 2018-19-26; and

WHEREAS, the Federal Disaster Declaration DR-4413 approved eligible expenses associated with response, recovery and mitigation to be reimbursed by the Federal Emergency Management Agency and the State of Alaska through the Public Assistance Program (FEMA PA); and

WHEREAS, the borough has submitted eight project applications through the FEMA PA program for damages sustained to borough facilities; and

WHEREAS, repair costs for the Kenai Central High School in the amount of \$5,326.84 will be reimbursed to the borough as a 75 percent federal pass-through and a 25 percent state-matching grant awarded by the State of Alaska Division of Homeland Security & Emergency Management;

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

SECTION 1. That the mayor is authorized to accept grant funds totaling \$5,326.84 from the State of Alaska Division of Homeland Security & Emergency Management for the November 30, 2018 Cook Inlet 7.0 Earthquake, Federal Disaster Declaration DR4413.

SECTION 2. That the \$450,000 appropriation from the general fund for disaster response and

recovery by way of ordinance 2018-19-26 are project length in nature and as such do not lapse at the end of any particular fiscal year.

SECTION 3. That the mayor is authorized to negotiate, administer and execute on behalf of the borough the applicant agreement package for disaster presently identified as the November 30, 2018 Cook Inlet 7.0 Earthquake, Federal Disaster Declaration DR4413, and to negotiate, execute, and administer any other documents, agreements, and contracts required under or related to the grant agreements including without limitation the Assurances and Agreements, the Summary of Grant Conditions for All Applicants, and the Indemnity and Hold Harmless Agreement required as a condition of the grant agreements and any subsequent grant amendments.

SECTION 4. The Kenai Peninsula Borough agrees that upon award of assistance through the Alaska Division of Homeland Security & Emergency Management as described in this ordinance, it shall waive its sovereign immunity to the extent required by paragraph 27 of the DHS&EM Form 30-57f State Assurance and Agreements and be subject to suit for actions arising out of the project activities for the November 30, 2018 Cook Inlet 7.0 Earthquake disaster in the same manner, and to the same extent as any person, and shall not be immune or exempt from any administrative or judicial process, sanction or judgement.

SECTION 5. That this ordinance shall be effective upon its enactment.

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

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Community & Fiscal Projects

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*
Brandi Harbaugh, Finance *BH*
Dan Nelson, Emergency Manager *DN*

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

DATE: March 5, 2020

SUBJECT: Ordinance 2020-09, Approving and Accepting Grant Funds from the State of Alaska Division of Homeland Security & Emergency Management to Reimburse Repairs at the Kenai Central High School Resulting from the November 30, 2018 Cook Inlet 7.0 Earthquake (Mayor)

This ordinance accepts \$5,326.84 from the State of Alaska Division of Homeland Security & Emergency Management (AKDHSEM) for costs incurred at the Kenai Central High School in responding to the November 30, 2018 Cook Inlet 7.0 Earthquake, Federal Disaster Declaration DR4413. The funds were previously appropriated by way of ordinance 2018-19-26.

The project applications and approved grant awards are managed through the Federal Emergency Management Agency online system named Grants Portal, and the award agreements created through the AKDHSEM as project worksheets.

The approved expenses associated with response, recovery and mitigation are eligible for reimbursement by the Federal Emergency Management Agency (75% share) and the State of Alaska (25%) through the FEMA Public Assistance Program under project work sheet 212 for Kenai Central High School.

Attachment: award letter

FINANCE DEPARTMENT MATCH & ADMIN FEE FUNDS/ACCOUNT VERIFIED	
Account <u>260.73020.19EQ1.49999</u>	
By: <u><i>BH</i></u>	Date: <u>3/3/2020</u>



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Military and
Veterans Affairs**

Division of Homeland Security and
Emergency Management

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

February 21, 2020

Dan Nelson, Emergency Manager
Kenai Peninsula Borough
253 Wilson Lane
Soldotna, AK 99669

RE: Obligating Award Document
Disaster: DR-4413-AK, 2018 Cook Inlet Earthquake
Subrecipient: Kenai Peninsula Borough
PA ID: 122-00276-00
Project Worksheet(s): 0212

Certified Mail: 9171 9690 0935 0239 5603 96

Mr. Nelson:

Enclosed is your initial Grant Award Package for Project Worksheet (PW) 0212 under DR-4413-AK, 2018 Cook Inlet Earthquake.

Two pre-signed Obligating Award Documents (OAD), Grant Requirements Form and the Assurances and Agreements Forms are enclosed; one is for your records, the other is for ours. Please return one set of the original signed forms to our office by March 6, 2020.

Please note the following signature guide:

Obligating Award Document: Three subrecipient signatures on the front page plus one subrecipient signature on the back page.

Grant Requirements Form: Three subrecipient signatures on the back page.

Assurances and Agreements Form: Initial all 37 numbered paragraphs and provide one subrecipient signature, on page five.

Mr. Nelson
February 21, 2020
Page 2 of 2

No payments will be processed until we receive our copy of the signed forms.
If you have any questions, please contact Brian Fisher, your assigned Division Representative, at 907-428-7014 or by email at brian.fisher@alaska.gov.

Sincerely,



William A. Dennis
Alternate Governor's Authorized Representative

Enclosure(s): (2 Originals) Obligating Award Documents
(2 Originals) Grant Requirements Forms
(2 Originals) Assurances and Agreements Forms
Project Worksheet 0212

Introduced by:	Mayor
Date:	12/03/19
Hearing:	01/07/20
Action:	Tabled as Amended
Vote:	9 Yes, 0 No, 0 Absent
Date:	03/17/20
Action:	Removed from the Table
Vote:	9 Yes, 0 No, 0 Absent
Action:	Postponed as Amended to 04/21/20
Vote:	9 Yes, 0 No, 0 Absent
Date:	04/21/20
Action:	
Vote:	

KENAI PENINSULA BOROUGH ORDINANCE 2019-34

AN ORDINANCE AMENDING KPB 21.46.040 TO CREATE THE KALIFORNSKY CENTER SINGLE FAMILY RESIDENTIAL R-1 LOCAL OPTION ZONING DISTRICT ON AN APPROXIMATELY 55-ACRE BOROUGH-OWNED PARCEL

- WHEREAS,** the borough has created several local option zoning districts under KPB 21.44 in conjunction with the platting and sale of subdivision lots; and
- WHEREAS,** the borough encourages the private sector to develop residential subdivisions; and
- WHEREAS,** the borough owns an approximately 55-acre parcel off Kalifornsky Beach Road that is appropriate for single family residential use; and
- WHEREAS,** on April 2, 2019, the assembly approved Resolution 2019-020, which classified this property as residential; and
- WHEREAS,** Goal 2, Focus Area: Land Use, Objective A of the borough's comprehensive plan is to establish policies that better guide land use to minimize land use conflicts, maintain property values, protect natural systems and support individual land use freedoms; and
- WHEREAS,** Goal 3, Focus Area: Housing, Objective A, Strategy 1 is, in part, to identify Borough lands that are most suitable for residential development; and
- WHEREAS,** the Kalifornsky Advisory Planning Commission reviewed this ordinance at its regularly scheduled meeting of December 2, 2019 and recommended approval; and

WHEREAS, the Kenai Peninsula Borough Planning Commission reviewed this ordinance at its regularly scheduled meeting of December 16, 2019 and recommended approval by unanimous consent; and

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

SECTION 1. That the assembly finds the adoption of the Kalifornsky Center Local Option Zoning District ("LOZD") to be consistent with surrounding land uses and the KPB Comprehensive Plan.

SECTION 2. That KPB 21.46.040 is hereby amended as follows:

21.46.040. Single-Family Residential (R-1) Districts.

A. The following Single-Family Residential (R-1) districts and official maps are hereby adopted:

...

13. Kalifornsky Center is described as follows:

Tract A, Kalifornsky Center Subdivision, according to Plat 2020-____, Kenai Recording District.

a. The local option zoning applies to any further replats within the Kalifornsky Center LOZD.

SECTION 3. The assembly hereby waives the requirements of KPB 21.44.040 through KPB 21.44.060 with regards to establishment of the Kalifornsky Center LOZD.

SECTION 4. That the Kalifornsky Center LOZD shall be recorded in the proper recording district.

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

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

01/07/20 Vote on motion to Table as Amended:

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

No: None

Absent: None

03/17/20 Vote on motion to remove from the table:

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

No: None

Absent: None

03/17/20 Vote on motion to postpone as amended to April 21, 2020:

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

No: None

Absent: None

Yes:

No:


Absent:


Kenai Peninsula Borough

Planning Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor 

FROM: Max J. Best, Planning Director 

DATE: December 19, 2019

RE: Ordinance 2019-34; An Ordinance Amending KPB 21.46.040 to Create the Kalifornsky Center Single Family Residential R-1 Local Option Zoning District on an Approximately 55-Acre Borough-Owned Parcel

The Kenai Peninsula Borough Planning Commission reviewed the subject Ordinance during their regularly scheduled December 16, 2019 meeting.

A motion passed by unanimous consent to recommend approval of the creation of the Single-Family Residential District for Kalifornsky Center Subdivision.

In the Ordinance, please make the following amendment to the second to last WHEREAS statement:

Whereas, the Kalifornsky Advisory Planning Commission reviewed this ordinance at its regularly scheduled meeting of December 2, 2019 and recommended approval; and

In the Ordinance, please make the following amendment to the last WHEREAS statement:

WHEREAS, the Kenai Peninsula Borough Planning Commission reviewed this ordinance at its regularly scheduled meeting of December 16, 2019 and recommended approval by unanimous consent;

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

AGENDA ITEM F. PUBLIC HEARING

5. An application for the formation of a Single-Family Residential (R-1) local option zoning district (LOZD) for the proposed Kalifornsky Center Subdivision in the Kalifornsky area. Legal Description: A portion of the North ½ Northeast ¼, Section 26, Township 5 North, Range 11 West, Seward Meridian. Location: The south end of Ravenwood Street N.

Staff Report given by Bruce Wall

PC MEETING: December 16, 2019

Ordinance 2019-34 would amend KPB 21.46.040 to create the Kalifornsky Center Single-Family Residential (R-1) local option zoning district. This is on a 55-acre parcel owned by the Kenai Peninsula Borough. The Kalifornsky Advisory Planning Commission meet on this on December 2, 2019 and recommended approval. This land was classified last year as residential and the borough is now proposing to sell the land. The plan is to sell it to a developer that would then develop the subdivision with the assurance that it will developed as residential instead of industrial or commercial. Land Management is requesting it be zoned as Single-Family Residential at this time.

In the Ordinance there is a provision that elements some of the application steps. Normally twelve lots are required to create a local option zoning district but because this is intended to be sold as a single parcel to a developer those application requirements do not make sense. This ordinance will remove those requirements for this local option zoning district.

The map on page 98 of the packet shows the outline of the proposed district. It appears to be an odd shape but when reviewing it with the submitted preliminary plat, found on page 99 of the packet, the design makes sense with the proposed street alignments for the property. The 55 acres are part of a larger 240-acre property.

Marcus Mueller is present and representing Kenai Peninsula Borough Land Management and would be available for questions.

END OF STAFF REPORT

Chairman Martin asked if anyone from the public wished to comment on this item. Seeing and hearing no one wishing to comment, Chairman Martin closed public comment and opened discussion among the Commission.

MOTION: Commissioner moved Whitney, seconded by Commissioner Ecklund, to forward the application to the Assembly with the recommendation to approve the creation of the Single-Family Residential District for Kalifornsky Center Subdivision.

MOTION PASSED: Seeing and hearing no discussion or objection, the motion passed by unanimous consent.

Kenai Peninsula Borough

Planning Department

MEMORANDUM

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

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

FROM: Bruce Wall, Planner *BW*

DATE: November 21, 2019

RE: Ordinance 2019-34, Amending KPB 21.46.040 to Create the Kalifornsky Center Single Family Residential R-1 Local Option Zoning District on an Approximately 55-Acre Borough-Owned Parcel (Mayor)

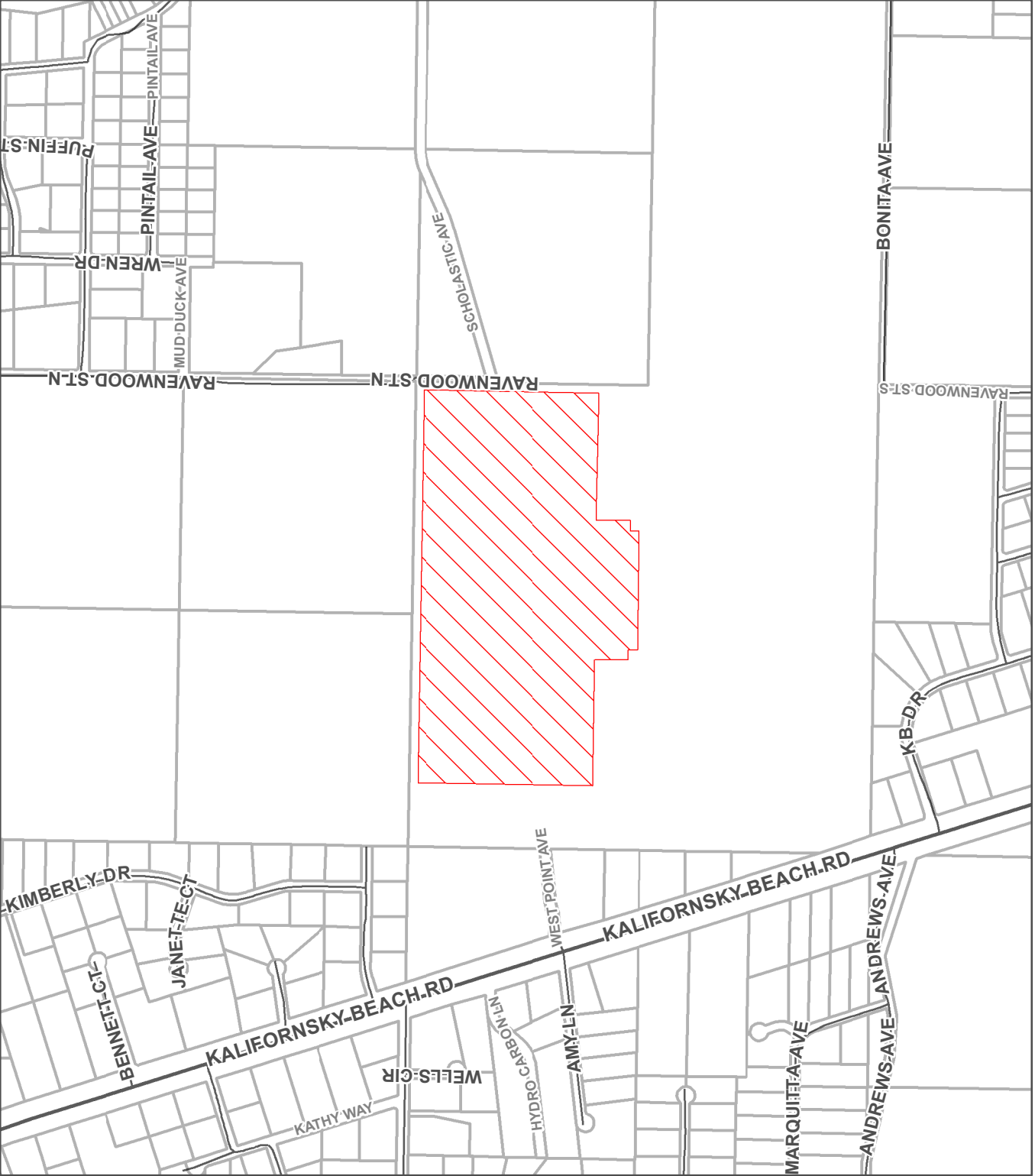
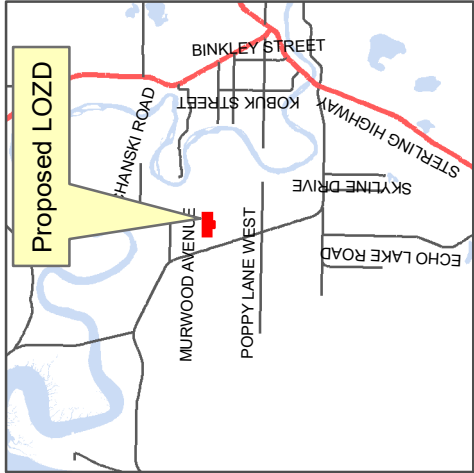
A 55-acre borough-owned parcel off Kalifornsky Beach Road was classified as residential on April 2, 2019 via resolution 2019-020 in anticipation of its eventual sale. This property is now proposed for sale during the 2020 KPB sealed bid land sale. The area adjacent to the parcel is subject to significant residential use. The borough has previously subdivided and sold lots after creating residential local option zoning districts for subdivisions.

The borough has also previously created a residential local option zoning prior to subdividing land so that the private sector can develop the subdivision, as is being done with this proposed LOZD. The standard formation requirements are waived for the formation of the LOZD. However, the KPB 21.44 standards applicable to a single-family residential zoning district will remain applicable for the subdivision.

Your consideration of this ordinance is appreciated.

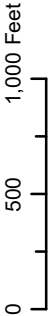
Proposed Local Option Zoning District

Kalifornsky Center LOZD
Single-Family Residential (R-1) District



LEGEND

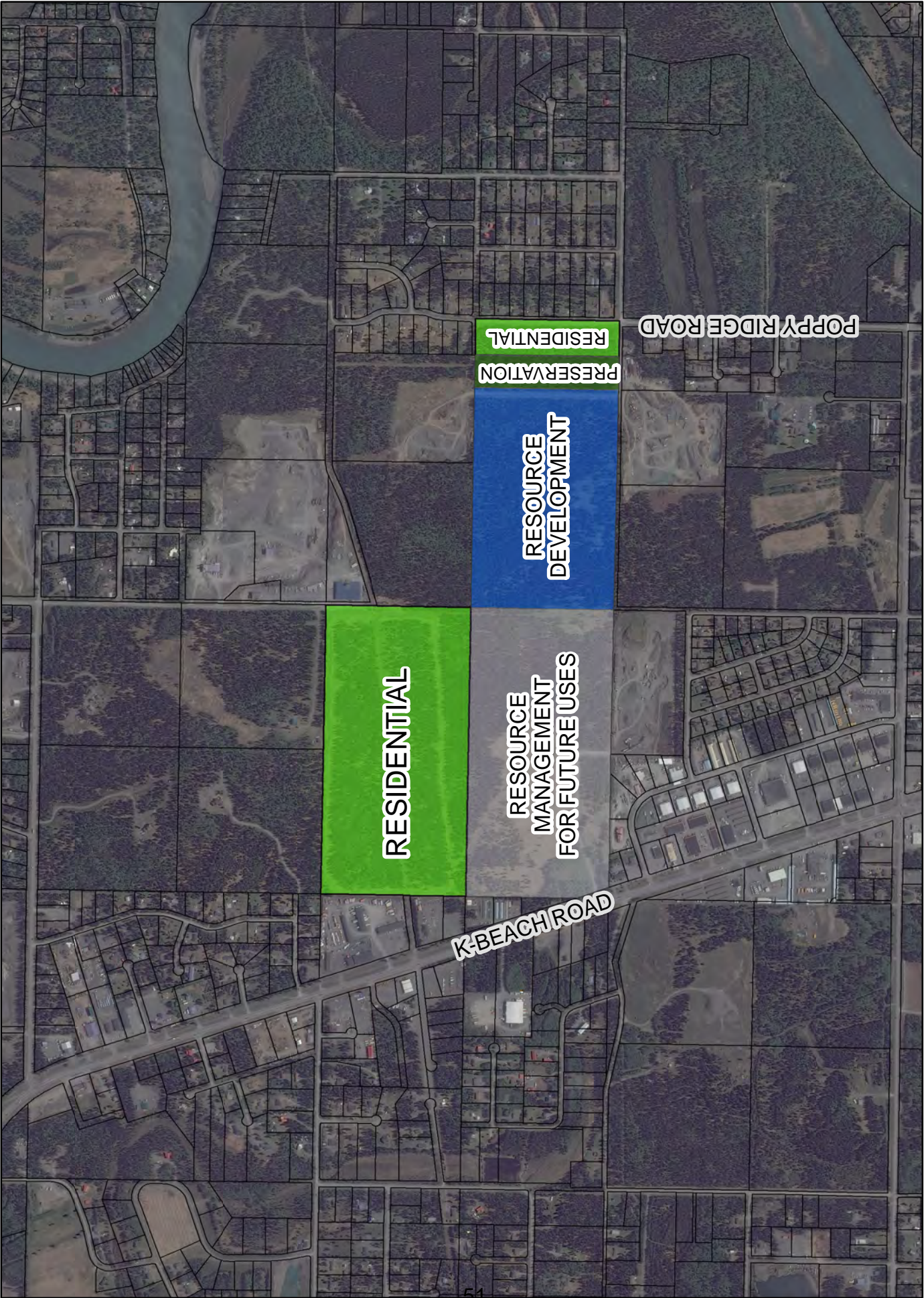
- Proposed LOZD
- Parcels



Date: 11/8/2019

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

CLASSIFICATION MAP (Resolutions 2019-020 & 2013-047)



Introduced by:	Mayor
Date:	03/05/19
Action:	Postponed as Amended to 04/02/19
Vote:	8 Yes, 0 No, 1 Absent
Date:	04/02/19
Action:	Adopted as Amended
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2019-020**

**A RESOLUTION CLASSIFYING CERTAIN PARCELS OF BOROUGH OWNED LAND
IN THE NIKISKI, NORTH KENAI, CIECHANSKI, KALIFORNISKY, TOTE ROAD,
ANCHOR POINT, AND DIAMOND RIDGE AREAS**

WHEREAS, the Kenai Peninsula Borough has received title to the subject land; and

WHEREAS, pursuant to KPB 17.10.080 classification provides guidance for the management of borough land; and

WHEREAS, public notice was published and notification was sent to land owners and/or leaseholders of record within a one-half mile radius of the land proposed for classification, including applicable departments, agencies, and interested parties; and

WHEREAS, the Anchor Point Advisory Planning Commission at its regular scheduled meeting of January 2, 2019 recommended a Residential classification for Parcel No. 169-131-25; and

WHEREAS, the Kenai Peninsula Borough Planning Commission at its regular scheduled meeting of February 4, 2019 recommended removal of parcels 055-072-13 "East 80", 055-072-13 "North 80", 055-074-01, 059-302-07, changing the classification of 131-170-04 to "preservation", and recommended adoption of the resolution by majority consent; and

WHEREAS, revised classifications for parcels 055-072-13 "East 80", 055-072-13 "North 80", 055-074-01, and 131-170-04 have been incorporated into the resolution; and

WHEREAS, parcel 059-302-07 has been removed from the classification list; and

WHEREAS, the Kenai Peninsula Borough Planning Commission at its regular scheduled meeting of March 25, 2019 recommended approval of the resolution and the revised classifications and removals by unanimous consent;

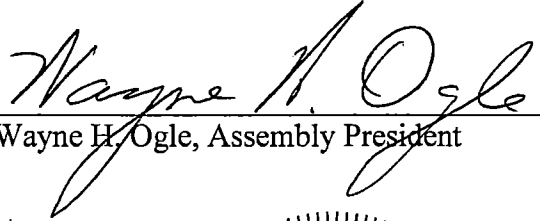
NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. Based on the findings of fact contained in the staff report of Feb 4, 2019 the following classifications for borough lands described below are compatible with the surrounding land use and shall be classified as follows:

Description of Borough Land Proposed for Classification				
Assessor's Parcel No.	General Location	Legal Description	Acres	Classification
013-020-11	Nikiski Suneva Lake	NE $\frac{1}{4}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$ and S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 22, T8N, R11W, Seward Meridian, Alaska	115	Rural
013-020-12	Nikiski Suneva Lake	Government Lots 2 and 3, Section 22, T8N, R11W, Seward Meridian, Alaska	59.77	Rural
017-130-14	North Kenai	SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 23, T6N, R12W, Seward Meridian, Alaska, lying east of the North Kenai Road right-of-way	6.2	Commercial
055-050-20	Ciechanski	Lot 4, Block 3, Ravenwood Subdivision Addition No. 1 as shown on Plat No. 72-10	0.46	Residential
055-050-22	Ciechanski	Lot 5A, Block 3, Ravenwood Subdivision Addition No. 3 as shown on Plat No. 81-42	0.46	Residential
055-050-23	Ciechanski	Lot 4A, Block 3, Ravenwood Subdivision Addition No. 3 as shown on Plat No. 81-42	0.46	Residential
Portion of 055-072-13 (East 80 Ac.)	Kalifornsky	S $\frac{1}{2}$ NW $\frac{1}{4}$ Section 25, T5N, R11W, Seward Meridian, Alaska	80	E1/2E1/2SE1/4NW1/4 Residential; W1/2E1/2SE1/4NW1/4 Preservation; W1/2SE1/4NW1/4 & SW1/4NW1/4 Resource Development
Portion of 055-072-13 (North 80 Ac.)	Kalifornsky	N $\frac{1}{2}$ NE $\frac{1}{4}$ Section 26, T5N, R11W, Seward Meridian, Alaska	80	Residential
131-170-04	Tote Road	NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 27, T4N, R11W, Seward Meridian, Alaska	40	West $\frac{1}{2}$ Rural & East $\frac{1}{2}$ Preservation
169-131-25	Anchor Point	S $\frac{1}{2}$ and S $\frac{1}{2}$ NW $\frac{1}{4}$, Section 15, T5S, R15W, Seward Meridian, Alaska	400	Residential
173-021-15	Diamond Ridge	NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 9, T6S, R14W, Seward Meridian, excluding the Sterling Highway right-of-way	38.50	Residential and Preservation
173-022-22	Diamond Ridge	NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 4, T6S, R14W, Seward Meridian, Alaska	40	Residential & Recreational
173-022-23	Diamond Ridge	NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 4, T6S, R14W, Seward Meridian, Alaska	40	Residential & Recreational
173-022-24	Diamond Ridge	SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 4, T6S, R14W, Seward Meridian, Alaska	40	Residential & Recreational

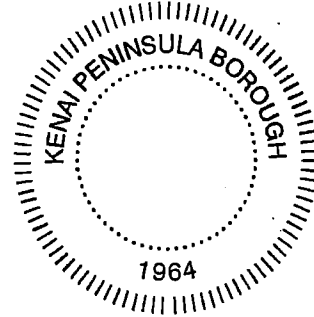
SECTION 2. This resolution shall take effect immediately upon adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 2ND DAY OF APRIL, 2019.


Wayne H. Ogle, Assembly President

ATTEST:


John Blankenship, MMC, Borough Clerk



03/05/19 Vote on motion to postpone as amended to 04/02/19:

Yes: Bagley, Blakeley, Carpenter, Cooper, Fischer, Hibbert, Smalley, Ogle
No: None
Absent: Dunne

04/02/19 Vote on motion to adopt as amended:

Yes: Bagley, Blakeley, Carpenter, Cooper, Dunne, Fischer, Hibbert, Smalley, Ogle
No: None
Absent: None

Introduced by:	Mayor
Date:	05/07/13
Action:	Adopted
Vote:	6 Yes, 3 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2013-047**

**A RESOLUTION CLASSIFYING 240 ACRES OF BOROUGH LAND LOCATED
WITHIN SECTIONS 25 AND 26, TOWNSHIP 5 NORTH, RANGE 11 WEST,
SEWARD MERIDIAN, ALASKA AS RESOURCE MANAGEMENT**

- WHEREAS,** the Kenai Peninsula Borough has received title to the subject land; and
- WHEREAS,** pursuant to KPB 17.10.080 classification provides direction for the management of borough land; and
- WHEREAS,** public notice was published and notification was sent to land owners and/or leaseholders of record within a one-half mile radius of the land proposed for classification, departments, applicable agencies, and interested parties; and
- WHEREAS,** the Kenai Peninsula Borough Planning Commission at its regular scheduled meeting of April 22, 2013 recommended an Institutional classification by unanimous consent;

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

SECTION 1. Based on the findings of fact, analysis, and conclusions contained in the staff report of April 22, 2013, the following described borough land shall be classified as Resource Management:

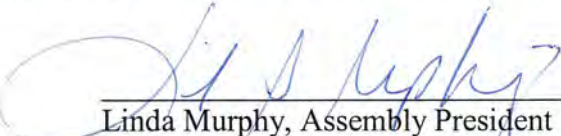
S½NW¼, Section 25 and NE¼, Section 26, T5N, R11W, Seward Meridian, Alaska, containing 240 +/- acres (Tax Parcel 055-072-13)

SECTION 2. That the management objectives for this land shall be to:

- a) preserve the integrity of the parcel for future uses;
- b) consider the extension of public water and sewer to the property;
- c) use community level land use planning processes to guide future land use allocation recommendations; and
- d) when conditions warrant allocating the land to specific uses, reclassify the land with the process set forth in KPB 17.10.080.

SECTION 3. This resolution shall take effect immediately upon adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 7TH DAY OF MAY, 2013.


Linda Murphy, Assembly President

ATTEST:


John Blankenship, MMC, Borough Clerk



Yes: Haggerty, Johnson, McClure, Smalley, Smith, Murphy
No: Pierce, Tauriainen, Wolf
Absent: None

Introduced by:	Mayor
Substitute	12/03/19
Introduced:	
O2019-24 (Mayor)	See Original Ordinance for Prior History
Hearing:	12/03/19
Action:	Postponed to 02/25/20
Vote:	9 Yes, 0 No, 0 Absent
Date:	02/25/20
Action:	Postponed to 03/17/20
Vote:	9 Yes, 0 No, 0 Absent
Date:	03/17/20
Action:	Postponed as Amended to 04/21/20
Vote:	9 Yes, 0 No, 0 Absent
Date:	04/21/20
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2019-24
(MAYOR) SUBSTITUTE**

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

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

WHEREAS, Goal 2, Focus Area: Land Use and Changing Environment, Objective A of the 2019 Comprehensive Plan is to establish policies that better guide land use to minimize land use conflicts, maintain property values, protect natural systems and support individual land use freedoms; and

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

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

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

WHEREAS, the Kenai Peninsula Borough Road Service Area board at its meeting held on November 19, 2019, recommended unanimous approval of this ordinance; and

WHEREAS, the Kenai Peninsula Borough Planning Commission at its meeting held on November 12, 2019 recommended approval by majority vote;

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

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

20.80.005. Application.

This chapter applies to all subdivisions within the Kenai Peninsula Borough boundaries except for those within an incorporated city within the borough.

20.80.010. Purpose.

This chapter provides standards and requirements for the establishment of private streets in subdivisions in the borough. In accordance with the requirements of this chapter, a subdivision with private streets and gated access may be created either at the time of subdivision by the owner of the parcel being subdivided or by the owners of the parcels along public street(s).

20.80.020. Requirements.

Private streets in subdivisions shall meet the following requirements:

- A. Provisions of KPB Title 20, excluding 20.30.210 and 20.50, apply and must be met.
- B. All private streets shall comply with street naming and street addressing per KPB 14.10 and 14.20.
- C. A public vehicular turn around shall be provided to allow vehicles that have been denied entry to the private streets the ability to exit. An unrestricted turn around, located within the private street, shall be provided to allow vehicles that have been denied entry to the private streets the ability to exit. If borough maintenance of a turnaround is requested, then the turnaround must: (1) remain a public right-of-way; (2) be constructed with a minimum radius of 30 feet with a grade of 4 percent or less per KPB 14.06.160(D); and (3) be accepted into the borough’s road maintenance program. The owner(s) of an approved gated subdivision shall be responsible for providing maintenance to all private streets and unmaintained turnarounds.
- D. Private streets shall be contained within a separate lot which meets the right of way requirements of Chapter 20. The entrances to all private streets will be marked with a sign stating that it is a private street in compliance with KPB 14.06.200.

- E. The borough shall not pay for or contribute to any cost to construct, improve, or maintain a private street.
- F. The following notes are required on the subdivision final plat

 - 1. Borough maintenance shall not be provided on any private streets.
 - 2. Private streets are not public and are subject to private construction and maintenance.
 - 3. To convert private streets back to a public right of way, the requirements of KPB 14.06 – Road Standards, must be met.
- G. Gated subdivisions and private streets may be approved, so long as emergency services are provided access within the private subdivision. Written approval by the fire and emergency services provider, with jurisdiction in the area of the gated subdivision, is required. The fire and emergency services provider must be satisfied that fire and emergency services providers will have safe access into and within the gated subdivision.

20.80.030. Gates

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

- A. The fire and emergency services provider that serves the proposed gated subdivision must approve the fire and emergency services access plan for each gate prior to installation. The fire and emergency services provider should consider access for emergency vehicles into, and within, the private streets and gated subdivision.
- B. The approach and departure areas for the gate(s) must be designed by a licensed professional civil engineer.
- C. Approach and departure areas on both sides of a gated entrance must provide adequate setbacks and proper alignment to allow free and unimpeded passage of emergency vehicles through the entrance area.
- D. After installation, all emergency access systems must be approved by the fire and emergency services providers serving the gated subdivision. The owner(s) of the private street parcel must maintain all components of the gate system in a normal operating condition and have them serviced on a regular basis, as needed, to ensure proper gate operation.
- E. No part of the gate system may be placed in a public right-of-way.

20.80.040. – Converting to gated subdivision.

- A. To convert a publicly dedicated street to a private street, the dedicated street must be vacated. A dedicated public right-of-way may only be vacated upon petition by resolution of the governing body from a municipality in which the property is located or upon petition by the owner(s) of the majority of land fronting or abutting the right of way to be vacated. The request shall comply with the applicable replat and vacation requirements and procedures in this title, except as provided otherwise in this chapter.
- 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 20.70.
 2. The proposed gated subdivision shall not cause discontinuity in the existing or proposed public street system for adjoining lands.
 3. The proposed gated subdivision must not cause discontinuity in the existing or proposed road system to any property owner within the proposed gated subdivision that fronts on the public right-of-way that is to be vacated.
 4. Prior to recording, the private tract owner(s) shall accept the road “as-is” in its present condition and shall agree to indemnify, hold harmless, and defend the borough against any claims arising from the private ownership, maintenance and control of the converted street.
 5. The private tract owner(s) shall execute a defense and indemnification agreement in favor of the borough in the following form: Except to the extent limited by law, the private tract owner(s) shall indemnify, defend, and hold and save the borough, its elected and appointed officers, officials, agents and employees, hereinafter collectively referred to as “agents”, harmless from any claim of, or liability for, the independent negligent acts, errors, and omissions or willful misconduct, including costs, expenses, and attorneys’ fees, in connection with or relating to the private tract owner(s) construction, improvement, maintenance, regulation, or use of any gates or private streets. The private tract owner(s) shall be responsible under this clause for any and all legal actions or claims of any character arising from the private tract owner(s) acts or omissions related to its private streets and gates in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions of the borough or its agents, which are said to have contributed to the losses, failure, violations, or damages, except for acts or omissions solely attributable to the borough.

- C. A public street constructed or improved with borough funds, either through a Capital Improvement Project (CIP) or Road Improvement Assessment District (RIAD), cannot be converted to a private street within ten (10) years of the CIP or RIAD completion date for that street.

20.80.050. Converting private streets to public right-of-way in gated subdivision.

- A. The owner(s) of a private street may petition to dedicate the private street through the platting process. The plat must comply with KPB Chapter 20.
- B. The private street to be dedicated to a public right of way must meet the design criteria set forth in KPB 20.30 and KPB 14.06.
- C. At the expense of the private street tract owner(s), a civil engineer will determine whether the private streets meet KPB Title 14 and Title 20 standards for street design and construction. If the streets do not meet borough standards the dedication shall be denied.
- D. The borough may also require, at the private street tract owner's expense, the removal of any improvements, access control devices, gates, landscaping or other aesthetic amenities associated with the private street.

20.80.060. Enforcement.

Violations of this chapter shall be in accordance with KPB 20.10.030 and KPB 21.50.

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

20.90.010. Definitions generally.

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

...

"Gated subdivision" means a residential subdivision consisting of multiple parcels of land where vehicular and/or pedestrian access by the general public from a public street and street(s) within the gated community and/or public right-of-way(s) is restricted as a result of a barrier that may include, but is not limited to gates, security personnel, fences or walls.

...

"Private street" means a vehicular access way serving two or more lots that was not dedicated or conveyed to the public.

SECTION 3. That this ordinance shall become effective 180 days after its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 17TH DAY OF MARCH, 2019.

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

12/03/19 vote on motion to postpone to 02/25/20:

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

No: None

Absent: None

02/25/19 vote on motion to postpone to 03/17/20:

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

No: None

Absent: None

Yes:

No:

Absent:

Kenai Peninsula Borough Assembly

MEMORANDUM

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

FROM: Willy Dunne, Assembly Member (V.M.) for W.D.

DATE: November 21, 2019

RE: Amendments to Ordinance 2019-24 Mayor Substitute, Adopting KPB 20.80, Subdivision Private Streets and Gated Communities (Mayor)

In the event the assembly amends ordinance 2019-24 by substitution, following are some proposed amendments to the substitute ordinance 2019-24 for your consideration. The first amendment would prohibit conversion of a public street to a private street if there exists any form of public access easement accessible by any public street being vacated and converted to private property.

The second amendment would impose fees on the property owners prior to conversion of a public street to private property. These are based on discussions with local road contractors and the borough road service area director.

The third amendment would require that as a part of converting private streets to public streets in a gated subdivision, all rights of way that were public when the gated subdivision was formed shall also be dedicated to the public.

[Please note the underlined bold language is new and the bold strikeout language in brackets is to be deleted.]

- In Section 1 amend KPB 20.80.020 by inserting a new subparagraph G.3 as follows:

20.80.020 – Requirements

Private streets in subdivisions shall meet the following requirements:

...

G. Gated subdivisions and private streets may be approved, provided they meet the following criteria:

...

- 3. A public street may not be converted to a private street under this chapter if it provides public access to any form of a public access easement.**

- In Section 1 amend KPB 20.80.040 by inserting a new subparagraph D as follows:

20.80.040. – Converting to gated subdivision.

...

D. Prior to approval of a gated subdivision in which any public streets are vacated and converted to private property, the subdivision property owners must pay to the borough a fee of:

- a. \$200 per linear foot for unpaved roads; or**
- b. \$250 per linear foot for paved roads; and**
- c. Fair market value of acreage for any undeveloped rights-of-way.**

- In Section 1 amend KPB 20.80.050 by inserting a new subparagraph B as follows and re-lettering the remaining subparagraphs:

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

...

B. To convert a private street back to a public street under this section, all rights of way in the subdivision that were public rights of way immediately before the gated subdivision was formed, whether developed or undeveloped, must also be dedicated to the public.

Introduced by:	Mayor
Date:	03/17/20
Hearing:	04/21/20
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-10**

AN ORDINANCE AMENDING PROVISIONS IN KPB 1.24, KPB 5.12, KPB 5.18, KPB 10.18, KPB 10.20, KPB 11.10, KPB 12.08 AND KPB 20.10 TO REPLACE CRIMINAL PENALTIES WITH INFRACTIONS

- WHEREAS,** KPB 1.24 was last updated in 1998 and is outdated; and
- WHEREAS,** an example of its inapplicability is found in the opening section, KPB 1.24.010, which makes violation of much of the borough code a misdemeanor crime; and
- WHEREAS,** KPB 1.24 is actually in conflict with the rest of the code and requires updating; and
- WHEREAS,** numerous other sections of the code state that certain violations are misdemeanors and provide for incarceration upon conviction; and
- WHEREAS,** the borough lacks criminal law enforcement authority so would be required to rely on state or city law enforcement personnel and facilities to enforce such provisions, requiring the borough to pay court and incarceration costs as well as costs for public defenders; and
- WHEREAS,** with the repeal of KPB 14.06 and adoption of KPB 14.08 (Abandoned Vehicles) the timing is now ideal to put all of the penalties into one section and to amend these other sections of the code to replace criminal penalties with infractions in order to minimize amendments to borough code in the future; and
- WHEREAS,** having all of the penalties listed in only one section of the borough's code will make it easier for citizens, staff and the court system to locate information making it easier to enforce minimizing the need for future code amendments; and
- WHEREAS,** the amended language in KPB 1.24 has been verified to conform to the requirements of the Alaska Court System allowing anyone who violates borough code the ability to contest a fine at no cost to the borough; and
- WHEREAS,** having the court system hear any challenges will save the borough thousands of dollars in administrative hearing costs while still providing due process for the citizens and visitors of the borough;

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

SECTION 1. That KPB Chapter 1.24 entitled “General Penalty” is amended as follows:

CHAPTER 1.24. GENERAL PENALTY

1.24.010. Integration into other enactments.

This penalty provision shall be considered as an integral and organic part of every ordinance, regulation and order that does not contain a specific penalty clause.

[IMPOSITION AND COLLECTION OF SURCHARGE.

- A. IN ADDITION TO ANY OTHER FINE OR PENALTY PRESCRIBED BY THIS CODE, ANY DEFENDANT WHO PLEADS GUILTY OR NOLO CONTENDERE TO, FORFEITS BAIL FOR, OR IS CONVICTED OF A
 - 1. VIOLATION OF ANY BOROUGH ORDINANCE COMPARABLE TO A MISDEMEANOR OFFENSE UNDER AS 28.33.030, 28.33.031, 28.35.030, OR 28.35.032 RELATING TO OPERATION OF MOTOR VEHICLES WHILE INTOXICATED, SHALL BE ASSESSED A SURCHARGE OF \$75.00 TO THE EXTENT SUCH SURCHARGE IS REQUIRED BY STATE STATUTES;
 - 2. MISDEMEANOR OR VIOLATION OF A MUNICIPAL ORDINANCE FOR WHICH A SENTENCE OF INCARCERATION MAY BE IMPOSED, OTHER THAN A PERSON IDENTIFIED IN 1. OF THIS SUBSECTION, SHALL BE ASSESSED A SURCHARGE OF \$50.00 TO THE EXTENT SUCH SURCHARGE IS REQUIRED BY STATE STATUTE; AND
 - 3. A MISDEMEANOR OR VIOLATION OF A BOROUGH ORDINANCE IF A SENTENCE OF INCARCERATION MAY NOT BE IMPOSED SHALL BE ASSESSED A SURCHARGE OF \$10.00 IF THE FINE AMOUNT FOR THE OFFENSE IS \$30.00 OR MORE TO THE EXTENT SUCH SURCHARGE IS REQUIRED BY STATE STATUTE.
- B. ALL SURCHARGES IMPOSED PURSUANT TO PARAGRAPH A OF THIS SECTION SHALL BE COLLECTED SIMULTANEOUSLY WITH THE COLLECTION OF THE UNDERLYING FINE, AND ALL SUCH COLLECTED SURCHARGES SHALL BE REMITTED TO THE STATE OF ALASKA, DEPARTMENT OF ADMINISTRATION AS REQUIRED BY AS 29.25.072. ANY PARTIAL PAYMENTS SHALL BE APPLIED PRO RATA TO THE SURCHARGE AND THE BOROUGH FINE.]

1.24.020. Violation of Kenai Peninsula Borough Code.

- A. A person who violates any provision of the Kenai Peninsula Borough Code (borough code) or a regulation promulgated thereunder may be guilty of an infraction and may be issued a citation.
- B. A person charged with a violation under the borough code is not entitled to a trial by jury nor representation by counsel at public expense.
- C. Each act of violation and every day upon which any such violation shall occur shall constitute a separate offense.
- D. In addition to issuing citations for violation of any portion of the borough code, the borough may bring a civil action to:
 - 1. Enjoin a violation of any portion of the borough code. On application for injunctive relief and a finding of a violation or threatened violation, the superior court shall enjoin the violation.
 - 2. Recover a civil penalty of up to one thousand dollars (\$1,000) per day for each violation of the borough code.
 - 3. Foreclose a recorded lien or judgment as provided by law.
- E. All remedies hereunder are cumulative and are in addition to those existing at law or equity.

1.24.030. Procedure.

- A. A charge for the violation of a code provision may be brought by any of the following: the mayor, the mayor's written designee, or that borough official responsible for the administration and enforcement of the code provision which has been violated.
- B. The borough shall use the most current version of the Alaska Uniform Citation form to provide notice of an infraction to anyone accused of violating any provision of this code.

1.24.040. Aiding or abetting.

The prohibition of any act in this code, and in any rule or regulation adopted in this code, shall include the causing, securing, aiding or abetting of another person to do such act.

1.24.050. - Attempted violation.

- A. It is a violation for any person to attempt to disobey any provision of this code or any rule, order or regulation issued thereunder.

- B. In a prosecution pursuant to this chapter, it is not a defense that it was factually or legally impossible to commit the violation which was the object of the attempt if the conduct engaged in by the defendant would be a violation had the circumstances been as defendant believed them to be.

1.24.060. Solicitation.

It is a violation for any person to solicit another person to engage in conduct constituting a violation.

1.24.070. General penalty.

Unless another penalty is specifically provided by this code for the violation of any particular provision, any person who violates any of the provisions or fails to comply with any of the mandatory requirements of this code, upon conviction, shall be punished by a fine not to exceed three hundred dollars (\$300) and the violation shall be treated as an infraction.

1.24.080. Minor offense penalties and remedies.

- A. Consistent with AS 29.25.070(a), citations for which a fine has been clearly identified may be disposed of as provided in AS 12.25.195 through 12.25.230, without a court appearance, upon payment of the fine amounts listed plus the state surcharge required by AS 12.55.039 and 29.25.074. Fines must be paid to the court. The Rules of Minor Offense Procedure in the Alaska Rules of Court apply to all offenses. Citations charging these offenses must meet the requirements of Minor Offense Rule 3.
- B. If an offense is not listed on a fine schedule, or has no fine amount, the defendant must appear in court to answer to the charges. Fines may not be judicially reduced.
- C. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense the plus surcharge.

1.24.090. Minor offense penalty schedule.

<u>Section</u>	<u>Offense Title</u>	<u>Fine Amount</u>
<u>KPB 5.12.117B</u>	<u>False Representations re: Exemptions on Property Taxes</u>	<u>\$500</u>
<u>KPB 5.12.380B</u>	<u>False Representations re: Property Taxes</u>	<u>\$500</u>
<u>KPB 5.18.620A</u>	<u>Failure to Timely File Sales Tax Returns or Remit Taxes</u>	<u>\$500</u>
<u>KPB 5.18.630</u>	<u>Failure to Keep Adequate Sales Tax Records</u>	<u>\$500</u>
<u>KPB 5.18.640A</u>	<u>Misuse of Resale or Exempt Card</u>	<u>\$500</u>
<u>KPB 10.18.020</u>	<u>Use of Fireworks within the Borough</u>	<u>\$500</u>
<u>KPB 10.18.050</u>	<u>Sale of Fireworks</u>	<u>\$500</u>
<u>KPB 10.20.080</u>	<u>Fail to Report Hazardous Materials</u>	<u>\$750</u>
<u>KPB 11.10.030</u>	<u>Operation of Gambling Establishment or Game of Chance</u>	<u>\$1,000</u>

KPB 12.08.020(a)	Abandoned Vehicle in Area Maintained by Borough	\$100
KPB 12.08.020(b)	Abandoned Vehicle on Property not Designated for Vehicle Disposal	\$100
KPB 12.08.030(c)	Abandoned Vehicle on Private Property	\$100
KPB 12.08.040(a)	Junk Vehicle Placed or Remaining on Borough Property or ROW	\$100
KPB 20.10.030F	Sale of subdivision land prior to Final Plat	\$750

1.24.100. Collection of fines.

- A. Fines and any other allowable costs and interest may be collected through any legal means including but not limited to:
1. Disqualification from use or receipt of borough services.
 2. Garnishment of Alaska Permanent Fund dividend payments.
 3. Civil suits.
 4. Garnishment of wages.
 5. Lien foreclosure.
- B. Actions for the collection of fines or assessments are independent of any other remedy available for resolution of violations of this code.
- C. Outstanding fines and assessments owed by the same person may be pursued in a single collection action.
- D. Interest on fines and assessments not paid within thirty days of the decision shall accrue at a rate of eight (8%) percent per year.

SECTION 2. That KPB 5.12.117 is amended as follows:

5.12.117. Real property tax—Exemptions—False representations prohibited- Penalties.

- A. No person shall file with the borough any application for exemption from real property valuation or taxation if the application contains any false representations.
- B. [A VIOLATION OF THIS SECTION IS A MISDEMEANOR PUNISHABLE BY A FINE OF NOT MORE THAN \$500.00 AND BY IMPRISONMENT NOT TO EXCEED 30 DAYS, OR BOTH.] Any violation of this chapter is an infraction. The fine for offenses in this title is the fine provided in the minor offense fine schedule found in KPB 1.24.090. If no fine is listed in the fine schedule for an offense, then the defendant must appear in court and is subject to the fine provided in KPB 1.24.070.
- C. Any exemption granted on the basis of any false representations shall be revoked, and the liability for all taxes, penalties and interest shall remain

SECTION 3. That KPB 5.12.380 is amended as follows:

5.12.380. Other taxes and tax liens—Exemption—False representations prohibited—Penalties.

- A. No person shall file with the borough an exemption from personal property valuation or taxation if the application contains any false representations.
- B. [A VIOLATION OF THIS SECTION IS A MISDEMEANOR PUNISHABLE BY A FINE OF NOT MORE THAN \$500.00, OR BY IMPRISONMENT NOT TO EXCEED 30 DAYS, OR BOTH.] Any violation of this chapter is an infraction. The fine for offenses in this title is the fine provided in the minor offense fine schedule found in KPB 1.24.090. If no fine is listed in the fine schedule for an offense, then the defendant must appear in court and is subject to the fine provided in KPB 1.24.070.
- C. Any exemption granted on the basis of any false representations shall be revoked, and the liability for all taxes, penalties and interest shall remain.

SECTION 4. That KPB 5.18.620 is amended as follows:

5.18.620. Enforcement—Failure to file returns or remit taxes—Criminal penalty—Civil penalties and interest—Injunction—Publication.

- A. Failure to file two [2] or more returns in any one [1] calendar year after notice from the borough to the seller's last registered address[; WHEN INTENTIONAL, CONSTITUTES A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT FOR UP TO 30 DAYS, AND BY A FINE NOT TO EXCEED \$500.00, PLUS COSTS OF PROSECUTION, IN ADDITION TO ANY CIVIL PENALTY ASSESSED] is an infraction. The fine for offenses in this section is the fine provided in the minor offense fine schedule found in KPB 1.24.090. If no fine is listed in the fine schedule for an offense, then the defendant must appear in court and is subject to the fine provided in KPB 1.24.070. Civil penalties may be assessed in addition to the infraction.

SECTION 5. That KPB 5.18.630 is amended as follows:

5.18.630. Enforcement—Failure to keep adequate records.

Each of the following acts [, WHEN INTENTIONAL,] constitutes an infraction. [A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT FOR UP TO 30 DAYS, AND BY A FINE NOT TO EXCEED \$500.00, PLUS COSTS OF PROSECUTION, IN ADDITION TO ANY CIVIL PENALTY ASSESSED:].

- A. Falsification or misrepresentation of any record filed with the borough hereunder or required to be kept hereby, if used to mislead borough tax authorities;

- B. Refusal of a seller to allow inspection at reasonable times of records required to be kept by this chapter.

The fine for offenses in this section is the fine provided in the minor offense fine schedule found in KPB 1.24.090. If no fine is listed in the fine schedule for an offense, then the defendant must appear in court and is subject to the fine provided in KPB 1.24.070. Civil penalties may be assessed in addition to the infraction.

SECTION 6. That KPB 5.18.640 is amended as follows:

5.18.640. Enforcement—Misuse of a resale or exempt card—Criminal penalties.

- A. Misuse of resale or exemption cards [WHEN INTENTIONAL, CONSTITUTES A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT FOR UP TO 30 DAYS, AND BY A FINE NOT TO EXCEED \$500.00, PLUS COSTS OF PROSECUTION, IN ADDITION TO ANY CIVIL PENALTY ASSESSED] is an infraction. The fine for offenses in this section is the fine provided in the minor offense fine schedule found in KPB 1.24.090. If no fine is listed in the fine schedule for an offense, then the defendant must appear in court and is subject to the fine provided in KPB 1.24.070. Civil penalties may be assessed in addition to the infraction.
- B. Misuse of a resale card is a violation subject to penalty.

SECTION 7. That KPB 10.18.080 is amended as follows:

10.18.080. Penalties.

[UPON CONVICTION, EACH VIOLATION OF THIS CHAPTER SHALL BE SUBJECT TO A FINE OF \$500.] Any violation of this chapter is an infraction. The fine for offenses in this title is the fine provided in the minor offense fine schedule found in KPB 1.24.090. If no fine is listed in the fine schedule for an offense, then the defendant must appear in court and is subject to the fine provided in KPB 1.24.070.

SECTION 8. That KPB 10.20.080 is amended as follows:

10.20.080. Enforcement.

A person who violates any provision of this chapter shall be subject to civil penalties, injunctive relief, or both. The owner, agent, contractor, lessee or tenant of any part of a structure or premises in which a part of a violation of this chapter shall exist, is guilty of [A MISDEMEANOR AND UPON CONVICTION THEREOF SHALL BE FINED NOT MORE THAN THE AMOUNT LISTED IN THE MOST CURRENT KENAI PENINSULA BOROUGH SCHEDULE OF RATES, CHARGES AND FEES. EACH AND EVERY DAY THAT A VIOLATION CONTINUES SHALL BE DEEMED A SEPARATE AND DISTINCT VIOLATION an infraction. The fine for offenses in this section is the fine provided in the minor offense fine schedule found in KPB 1.24.090. If no fine is listed in the fine schedule for an offense, then the defendant must appear in court and is subject to the fine provided in KPB 1.24.070.

SECTION 9. That 11.10.030 is amended as follows:

11.10.030. Penalty.

Persons who violate this chapter shall be guilty of [A MISDEMEANOR AND UPON CONVICTION SHALL BE FINED \$1,000 FOR EACH VIOLATION] an infraction. Each and every day that activities are conducted in violation of this chapter shall be deemed a separate and distinct violation. [A CIVIL PENALTY OF \$1,000 IS IMPOSED FOR EACH VIOLATION SHOULD THE BOROUGH ELECT NOT TO PROSECUTE THE VIOLATION AS A MISDEMEANOR.] The fine for offenses in this chapter is the fine provided in the minor offense fine schedule found in KPB 1.24.090. If no fine is listed in the fine schedule for an offense, then the defendant must appear in court and is subject to the fine provided in KPB 1.24.070.

SECTION 10. That KPB 12.08.160 is amended as follows:

12.08.160. [GENERAL PENALTY FOR VIOLATION] Penalties.

[A VIOLATION OF THIS SECTION IS AN INFRACTION WITHIN THE TERMS OF AS 28.90.010 AND IS PUNISHABLE BY THE FOLLOWING FINES:

KPB 12.08.020	UNLAWFUL ABANDONED VEHICLE	\$100
KPB 12.08.040	UNLAWFUL JUNK VEHICLE	\$100]

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

SECTION 11. That KPB 20.10.030 is amended as follows:

20.10.030. Violations and Remedies

- A. No person shall transfer, sell, offer to sell, or enter into a contract to sell land that must be subdivided under this ordinance until an approved final plat has been recorded. For purposes of this provision the term “transfer” means a transfer of ownership and does not include a lease, license or permit.
- B. No person shall file or record a plat or other document depicting subdivided land unless the plat or document has been approved under this ordinance.
- C. A person shall not violate a provision of AS 29.40, KPB Title 20, or a term, condition or limitation imposed by the platting authority.
- D. Pursuant to AS 29.40.190(a), the borough may request the superior court enjoin a violation or threatened violation of AS 29.40 to this title.

- E. The borough or an aggrieved person may institute a civil action against a person who violates KPB 20.10.030(A), (B), or (C). A civil penalty not to exceed \$1,000 may be imposed for each violation. Each day that an unlawful act or condition continues is a separate violation.
- F. Violation of KPB 20.10.030(A), (B), or (C) constitute [A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED \$1,000 AND BY IMPRISONMENT NOT TO EXCEED 90 DAYS FOR EACH VIOLATION] an infraction. The fine for offenses in this section is the fine provided in the minor offense fine schedule found in KPB 1.24.090. If no fine is listed in the fine schedule for an offense, then the defendant must appear in court and is subject to the fine provided in KPB 1.24.070. Each transfer, sale, offer to sell, or entry into a contract to sell any land subdivided in violation of this title shall constitute a separate offense.
- G. Violation of KPB 20.10.030(A), (B) or (C) is subject to a fine not exceeding \$1,000 for every day the violation continues which shall be enforced through the applicable provisions of KPB 21.50.010-170.

SECTION 12. That this ordinance shall take effect immediately upon its enactment

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

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:



Absent:


Kenai Peninsula Borough

Legal Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor 
Colette Thompson, Borough Attorney 

FROM: Patty Burley, Deputy Borough Attorney 

DATE: March 5, 2020

RE: Ordinance 2020-10, Amending Provisions in KPB 1.24, KPB 5.12, KPB 5.18, KPB 10.18, KPB 10.20, KPB 11.10, KPB 12.08 and KPB 20.10 to Replace Criminal Penalties with Infractions (Mayor)

KPB 1.24 was last updated in 1998 and by default makes most violations of the borough code a misdemeanor crime. In reality, that has not been the practice and the portions of the code in actual practice make a violation either an infraction or a civil offense.

Making a code violation a misdemeanor would require the borough to pay for its share of the costs of public defenders as well as its share of court fees. It would also require that the legal department prosecute matters criminally, thus someone with authority would have to conduct the investigations and either make the arrests or file the criminal charges. All together the costs for enforcing violations of the code as criminal offenses could be extremely high.

Updating the current borough code to reflect the actual processes not only makes the code stronger, it also provides better due process for those who violate the borough's code. The proposed amendments to the borough code would bring it in line with the many updates currently underway. One such update was the recent repeal and restatement of the Abandoned Vehicle Ordinances. Those ordinances make violation of borough code an infraction which allow the borough to issue citations. Citations do not cost the borough any money yet allow the person charged a free avenue to contest the charge. This saves the borough the large expense of hiring administrative hearing officers and saves significant court, legal and staff time, which is generally a quicker and more efficient way to resolve minor violations of the code.

Finally, by putting all of the penalties into one section of the code, later amendments to code will not require the significant cross checks currently required. Anyone looking for a fine amount can easily locate it as can the court system whenever it has to impose the fine. Overall this is a more effective process that provides better safeguards for the public.

Introduced by: Cooper
Date: 03/17/20
Shortened Hearing: 04/21/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-11**

**AN ORDINANCE AMENDING KPB 22.40.010, KPB 22.40.173 AND KPB 22.40.175 TO
ALLOW THE ASSEMBLY PRESIDENT TO RESCHEDULE A REGULAR ASSEMBLY
MEETING AND ASSEMBLY MEMBERS TO ATTEND MORE THAN THREE
ASSEMBLY MEETINGS TELEPHONICALLY WHEN NECESSARY DUE TO A
DECLARED DISASTER EMERGENCY**

WHEREAS, the novel Coronavirus known as COVID-19 was first detected in Wuhan City, Hubei Province, China, and the virus has since been spreading from person-to-person easily and sustainably in all continents except Antarctica; and

WHEREAS, symptoms include fever, cough, shortness of breath, persistent pain or pressure in the chest, and other symptoms, and has resulted in numerous deaths throughout the world; and

WHEREAS, the World Health Organization characterized COVID-19 as a pandemic on March 11, 2020; and

WHEREAS, persons infected with COVID-19 may not show symptoms for a period of two to fourteen days; and

WHEREAS, efforts are underway nationwide to slow the spread of this virus including the cancellation of many public events and closures of facilities in which people gather together; and

WHEREAS, Governor Mike Dunleavy issued a Declaration of Public Health Disaster Emergency on March 11, 2020 due to the rapid spread of COVID-19; and

WHEREAS, on March 13, 2020 Governor Mike Dunleavy issued a mandate that public school days between March 16 and March 30, 2020 be non-student contact days in which students will not attend school and all after-school activities will be suspended; and

WHEREAS, on March 16, 2020, Kenai Peninsula Borough Mayor Charlie Pierce issued a Declaration of Disaster due to the imminent threat of COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention has recommended employers and others to do all they can to slow the spread of Coronavirus including avoiding

social gatherings in groups of more than 10 people and cancelling mass gatherings to increase the physical distance between individuals to prevent the spread of the COVID-19; and

WHEREAS, the borough code currently places restrictions on the number of assembly meetings that assembly members may attend telephonically to three meetings but currently contains no mechanism for changing the scheduled regular assembly meetings in response to a declared disaster emergency; and

WHEREAS, the best interests of the borough would be served by amending the code to authorize the assembly president to reschedule regular assembly meetings and to allow for additional telephonic attendance at assembly meetings by assembly members as may be necessary due to the impacts of a declared disaster emergency;

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

SECTION 1. That KPB 22.40.010 is amended, as follows:

22.40.010. Time and place—Regular—Special.

- A. Unless otherwise approved as provided in this section, regular meetings of the assembly shall be held on the first and third Tuesday of each month at 6:00 p.m. in the assembly room of the Borough Administration Building. The assembly shall by resolution or motion establish the date and place for assembly meetings by approving a calendar for the upcoming year. The assembly shall, at a minimum, schedule at least two meetings per month for six months each year.
- B. Special meetings may be called as provided by Alaska Statutes.
- C. The assembly may by resolution or motion amend the meeting calendar during the year. The resolution or motion shall set forth the reason for the change.
- D. The assembly president may reschedule an assembly meeting when the change is necessary due to a declared emergency disaster.
- [D]E. Public notice of all assembly meetings shall be provided to at least one newspaper of general circulation in each community of the borough, if any.

SECTION 2. That KPB 22.40.173 is amended, as follows:

22.40.173. Teleconference - Procedures.

- A. An assembly member who cannot be physically present for a regularly scheduled assembly meeting shall notify the borough clerk at least five days

prior to the scheduled time for the meeting of his or her request to participate in the meeting by telephonic means of communication.

- B. At least three days prior to the scheduled time for the assembly meeting, the borough clerk shall notify the assembly of the person's request to participate by teleconference.
- C. At the commencement of the assembly meeting a telephonic connection will be established with the person or persons intending to participate telephonically. If the assembly member has attended at least three regular assembly meetings by telephone since the most recent November 1, after a telephonic connection is established the assembly president shall call for a vote of the assembly on whether the person(s) may or may not participate by telephone. Prior to the vote, the assembly members may make such inquiries as necessary to make a decision. Only the assembly members physically present may vote on the question. The assembly's determination is final and not subject to appeal. If a person participates in the meeting telephonically without a ruling from the assembly, it shall be deemed to be with the approval of such participation by the assembly, and all actions taken by the assembly with the participation of all such persons are valid.
- D. Subsections A, B and C of this section do not apply to special meetings of the assembly. An assembly member who requests to participate telephonically in a special meeting of the assembly must notify the borough clerk before the time scheduled for the start of the meeting. The borough clerk will notify the assembly no later than the commencement of the meeting. After a telephonic connection is established the member shall be allowed to participate telephonically.
- E. Subsections A, B and C of this section also do not apply to meetings held while an emergency disaster declaration is in effect and the nature of the disaster significantly impacts an assembly member's ability to attend an assembly meeting other than by teleconference or other technological means.
- F. The means used for a teleconference meeting of the assembly must enable each member appearing telephonically to clearly hear all other assembly members, the mayor, the borough clerk, the attorney, and public testimony at the meeting as well as be clearly heard by all other assembly members, the mayor, the borough clerk, the attorney, and members of the public in attendance.
- G. The borough clerk shall note in the minutes of the assembly meeting all members appearing telephonically.

- H. To the extent practicable, materials to be considered by the assembly shall be made available to those members attending by teleconference.

SECTION 3. KPB 22.40.175 is hereby amended to read as follows:

22.40.175. Teleconference - Limitations.

- A. All assembly members should make all reasonable effort to be physically present for every meeting. Teleconference procedures may not be used as a regular means of attendance at meetings except temporarily during events described in subparagraph E of this section.
- B. Participation by teleconference may be denied whenever the physical presence of the individual is considered essential to effective participation in the meeting or to the proper conduct of the business to be addressed at the meeting and the member is not prevented by attending due to circumstances beyond their control.
- C. If teleconferencing is denied the assembly member will be listed as absent.
- D. Each assembly member may attend a maximum of three regular assembly meetings by teleconference during the 12-month period commencing November 1st each year.
- E. Subsections B, C, D, F and G of this section do not apply to meetings held while an emergency disaster declaration is in effect and the nature of the disaster significantly impacts an assembly member's ability to attend an assembly meeting other than by teleconference or other technological means.
- F. Each assembly member may attend additional teleconferences as a special exception if expressly approved for good cause in each instance by a vote of the assembly. Good cause may include, but is not limited to, absence required for extended medical care needed for the individual or a member of the individual's immediate family.
- G. No assembly member shall attend an executive session by telephonic means.

SECTION 4. That upon its enactment this ordinance shall take effect retroactively on March 17, 2020.

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

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Introduced by: Mayor
Date: 04/21/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-027**

**A RESOLUTION DETERMINING THE AMOUNT TO BE PROVIDED FROM LOCAL
SOURCES FOR SCHOOL PURPOSES DURING FISCAL YEAR 2021 AND
APPROVING THE KENAI PENINSULA BOROUGH SCHOOL DISTRICT TOTAL
BUDGET**

WHEREAS, in accordance with Alaska Statute 14.14.060(c) and KPB 5.04.021 the Kenai Peninsula Borough School District (“KPBSD”) shall submit the school budget for approval of the total amount and the assembly must determine the total amount of money to be made available from local sources for school purposes and must furnish to the school board a statement of the sum to be made available within 30 days of receipt of the budget; and

WHEREAS, the borough is proposing that school funding from local sources for FY2021 be \$45,000,000;

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

SECTION 1. That the assembly approves a total education budget for the Fiscal Year July 1, 2020 to June 30, 2021 as follows:

A. School District Operations	\$145,592,820
B. Borough Maintenance	7,921,941
C. School District Utilities	90,000
D. Insurance	3,280,215
E. Audit	97,132
F. Custodial Services	<u>122,138</u>
Total Education Budget	\$ <u>157,104,246</u>

Note: Item (A) is budgeted and controlled by the Board of Education. Items (B) through (F) are budgeted and controlled by the assembly as in-kind services.

SECTION 2. That \$45,000,000 shall be made available from local sources to fund school district operations for Fiscal Year 2021 as follows:

A. Local Effort	\$ 33,488,574
B. Borough Maintenance	7,921,941
C. School District Utilities	90,000
D. Insurance	3,280,215
E. Audit	97,132
F. Custodial Services	<u>122,138</u>
TOTAL LOCAL FUNDING PER AS 14.17.410	\$ <u>45,000,000</u>

SECTION 3. That an ordinance appropriating funds specified in Section 2, items (A) through (F) will be enacted prior to June 30, 2020.

SECTION 4. That a copy of this resolution will be sent to the President of the Board of Education upon its adoption.

SECTION 5. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 21ST DAY OF APRIL, 2020.

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Finance Department

MEMORANDUM

TO: Kelly Cooper, Assembly President

THRU: Charlie Pierce, Mayor *CP*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: April 9, 2020

RE: Resolution 2020-021, Determining the Amount to be Provided from Local Sources for School Purposes During Fiscal Year 2021 and Approving the Kenai Peninsula Borough School District Total Budget (Mayor)

The Kenai Peninsula Borough School District ("KPBSD") submitted its FY2021 budget to the assembly on April 7, 2020, in accordance with AS 14.14.060(c), which requires the school board to submit the school budget to the borough assembly by May 1 for approval of the total amount. In addition, within 30 days after receipt of the budget the assembly shall determine the total amount of money to be made available from local sources. If the assembly does not within 30 days furnish the school board with a statement of the sum to be made available, the amount requested in the budget is automatically approved.

The attached resolution approves the total KPBSD's FY2021 budget and confirms the amount from local sources that will be provided to fund the FY2021 school budget. The amount provided from local sources is \$45,000,000.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>100.94910.00000.50241</u>
Amount	<u>\$45,000,000</u>
By: _____	Date: _____



KENAI PENINSULA BOROUGH SCHOOL DISTRICT

Assistant Superintendent

Dave Jones

148 North Binkley Street Soldotna, Alaska 99669-7520

Phone (907) 714-8858 Fax (907) 262-5867

Email davejones@kpbsd.k12.ak.us

REVISED

April 7, 2020

Kelly Cooper, President
Kenai Peninsula Borough Assembly
144 North Binkley Street
Soldotna, AK 99669

RE: FY20 Budget Approval

Dear Ms. Cooper:

Transmitted herein is the 2020-2021 Kenai Peninsula Borough School District Annual Budget as approved by the Board of Education at its meeting on April 6, 2020.

The total budget for all funds is \$157,104,246. The general fund request including expenditures and transfers, is for \$145,116,060 and the special revenue fund requests for Food Service and Pupil Transportation budgets total \$11,988,186.

The revenue projection is based on flat funding from the State of Alaska and the borough contribution, funded at the maximum allowable, is requested in the amount of \$52,776,473. This would be an increase of \$264,382 over the current FY20 budgeted local effort total of \$52,512,091. At this funding level, the school district will be able to hire elementary school counselors and additional Special Education intensive needs teachers.

The funding at the State level for education has been passed by the legislature and is waiting on the Governor for potential veto reductions. At this time, the FY21 budget is based on the Base Student Allocation (BSA) of \$5,930, which is the same level as FY17, FY18, FY19 and FY20.

Please see the link below for the budget memo approved by the School Board at the April 6, 2020 meeting and the FY21 preliminary general fund budget.

<http://go.boarddocs.com/ak/kpbsd/Board.nsf/goto?open&id=BMKPFC64643E>

The Kenai Peninsula Borough Assembly is respectfully requested to approve the 2020-2021 School District Budget as presented in accordance with current foundation calculations. The administration is available to discuss the budget as it relates to the educational program and community for the coming year.

I would like to take this opportunity to thank the Assembly for their participation in this process through the community budget hearings, attendance at board work sessions, board meetings and other events, as well as the joint work session held with the School Board. The Assembly's continued support of public education is appreciated!

Sincerely,



Mr. Dave Jones

Acting Superintendent

CC: John Blenkins, Borough Clerk
Charlie Pierce, Mayor

Introduced by:
Date:
Action:
Vote:

Cooper
04/21/20

**PENINSULA BOROUGH
RESOLUTION 2020-029**

**A RESOLUTION TEMPORARILY SUSPENDING CERTAIN ITEMS ON THE
ASSEMBLY AGENDA DURING THE COVID-19 DISASTER**

- WHEREAS,** the borough mayor issued a Disaster Emergency Declaration on March 16, 2020, due to the current and imminent impacts of the COVID-19 pandemic in the areas of the borough outside of the cities which the assembly extended for 90 days through resolution 2020-026 adopted March 17, 2020; and
- WHEREAS,** Governor Dunleavy issued a Declaration of Public Health Disaster Emergency (“disaster emergency”) on March 11, 2020 due to the spread of COVID-19 which the Alaska Legislature extended through passage of Senate Bill 241 (“SB241”); and
- WHEREAS,** due to restrictions on public gatherings imposed by the state and federal governments, and the worldwide efforts underway to limit the spread of COVID-19, the assembly meetings are being held remotely via telephonic and on-line technology such as Zoom, Facebook and other platforms; and
- WHEREAS,** while the use of telephonic and on-line technology enables the meetings to be held remotely and the public to have access, preparing for, establishing, managing and attending these meetings is time-consuming and has challenges for all involved during this already trying time; and
- WHEREAS,** temporarily suspending some items on the agenda during this difficult time will help to shorten the meetings and allow for more efficient use of time for everyone involved;

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

- SECTION 1.** That the following items are temporarily suspended from the assembly meetings until the assembly meets in person again:
- A. Invocations.
 - B. Ceremonial matters such as commending resolutions and proclamations.
 - C. Presentations to the assembly with prior notice, except those directly related to COVID-19 or other time-sensitive matters as approved by the Assembly President.

SECTION 2. That the quarterly reports required to be provided by South Peninsula Hospital, Inc. and Central Peninsula General Hospital, Inc. shall be submitted to the assembly and administration in writing.

SECTION 3. That this resolution shall become effective immediately upon its adoption.

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

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Assembly

MEMORANDUM

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

FROM: Kelly Cooper, Assembly President *(B) for K.C.*

DATE: April 21, 2020

SUBJECT: Resolution 2020-029 Temporarily Suspending Certain Items on the
Assembly Agenda During the Covid-19 Disaster (Cooper)

In an effort to focus on agenda items that relate to the COVID19 pandemic as well as items that are time sensitive, I ask the assembly to support this resolution. This resolution would temporarily suspend some items on the agenda during this difficult time to shorten the meetings and allow for more efficient use of time for everyone involved.

For the next few months, the assembly will be having lengthy agendas regarding the budget and presentations. Managing the delivery of these meetings remotely creates more staff time from multiple departments and I believe it would be helpful to find efficiencies when able.

Thank you for your consideration of this resolution.

Introduced by: Johnson, Dunne
Date: 04/21/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-028**

A RESOLUTION PROMOTING THE 50TH ANNIVERSARY OF EARTH DAY

- WHEREAS,** generations of families have relied on the bounty of the Kenai Peninsula for their food and livelihood for thousands of years; and
- WHEREAS,** current residents of the Kenai Peninsula Borough rely on healthy wild salmon runs for subsistence foods, as well as sport and commercial fishing incomes; and
- WHEREAS,** abundant salmon runs require healthy watersheds, safe water temperatures and stable ocean conditions; and
- WHEREAS,** small-scale farms which use practices to reduce rather than exacerbate climate change are growing more numerous in the borough, and those farms depend on clean air and water and healthy soils; and
- WHEREAS,** schools within the Kenai Peninsula Borough School District ("KPBSD") are teaching students about gardening, sustainable fisheries and protection of our watersheds; and
- WHEREAS,** students and educators throughout KPBSD have helped protect the Kenai Peninsula environment through Caring for the Kenai projects over the past 30 years; and
- WHEREAS,** community groups in the borough support recycling efforts that reduce the burden of solid waste at the borough landfill; and
- WHEREAS,** community groups are organizing home and small business solar energy projects in conjunction with the local Homer Electric Association Energy Cooperative; and
- WHEREAS,** community groups have started a Central Peninsula community composting project which provides quality food for livestock, generates compost for farms and reduces waste and methane production at the borough landfill; and
- WHEREAS,** the health of many borough residents is increasingly at risk from wildfire smoke, heat-related events, and tick-borne illness related to global climate change; and
- WHEREAS,** the health of the borough forests is threatened by the spread of the spruce bark beetle, spruce tree aphids, drought, and other effects of climate change; and

WHEREAS, it is understood that sustainability will only be achieved by meeting the needs of the present without compromising the needs of future generations; and

WHEREAS, it is more important than ever to cooperate locally and internationally to defend the environmental progress that has been heretofore gained; and

WHEREAS, the Kenai Peninsula Borough Comprehensive Plan includes the following goal: maintain quality of the borough's natural environment, including protecting visual quality, minimizing development in hazardous areas, and developing strategies that help reduce and respond to impacts of changing environmental conditions (Goal 2, Focus Area: Land Use, Objective D); and

WHEREAS, a 2019 Kenai Peninsula Borough Comprehensive Plan strategy is to take actions to help preserve the borough's scenic beauty (Goal 2, Focus Area: Land Use, Objective D, strategy 1); and

WHEREAS, a 2019 Kenai Peninsula Borough Comprehensive Plan strategy is to identify and protect the critical natural systems of the Kenai Peninsula Borough, its rivers, watersheds, floodplains, and fish and wildlife habitats and resources (Goal 2, Focus Area: Land Use, Objective D, strategy 2); and

WHEREAS, Earth Day is an annual reminder of the continued need for environmental stewardship commitments and sustainability efforts; and

WHEREAS, Earth Day was founded in 1970 and is celebrated by over 190 countries around the world; and

WHEREAS, the Kenai Peninsula Borough noted in its 1990 Earth Day resolution that "the economic welfare of the borough depends heavily on natural resources which must be protected;" and

WHEREAS, the theme of Earth Day 2020 is Climate Action and borough communities are planning numerous events to mark the occasion;

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

SECTION 1. That the week of April 18, 2020 to April 25, 2020 is designated as a week-long celebration of the 50th Anniversary of Earth Day.

SECTION 2. That the Kenai Peninsula Borough supports a borough-wide effort to share in the celebration of environmental stewardship and conservation of natural resources.

SECTION 3. That the Kenai Peninsula Borough supports continued actions within the borough

to safeguard the natural resources upon which our citizens depend for their good health and livelihoods.

SECTION 4. That residents of the Kenai Peninsula Borough are encouraged to celebrate Earth Day 2020 by participating in activities planned in their communities, and by making a conscious personal difference in the welfare of their environment by doing such things as reducing waste, recycling, conserving energy, insulating homes and businesses, growing or consuming locally grown produce, and using active transport.

SECTION 5. That the borough clerk shall send electronic copies of this resolution to the radio stations typically notified for news releases, as well as the *Peninsula Clarion*, *Homer News* and *Seward Journal* and borough social media platforms in the Kenai Peninsula Borough.

SECTION 6. That this resolution becomes effective retroactive to April 18, 2020 upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 21ST DAY OF APRIL, 2020.

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Assembly

MEMORANDUM

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

FROM: Brent Johnson, Assembly Member (B) for Brent Johnson
Willy Dunne, Assembly Member (B) for Willy Dunne

SUBJECT: Resolution 2020-018 Promoting the 50th Anniversary of Earth Day
(Johnson, Dunne)

On April 22, 1970, twenty million Americans — 10% of that year's population of the United States — took to the streets, parks and auditoriums to demonstrate for a healthy, sustainable environment in massive coast-to-coast rallies. Senator Gaylord Nelson of Wisconsin came up with the idea for Earth Day as a means for Americans to express concern about environmental problems and the plight of animals being driven to extinction by human activity. Several events led to the first Earth Day.

Rachel Carson's 1962 book, *Silent Spring*, documented adverse environmental effects caused by the indiscriminate use of pesticides, alerting the public to this issue. The Cuyahoga River, which runs through Cleveland into Lake Erie, caught fire in 1969 — for the 10th time! Also in 1969, an offshore oil drilling operation experienced a blow-out, which led to oil washing ashore on the beaches of Santa Barbara, California. This was the largest oil spill in U.S. history, until later accidents eclipsed it.

President Nixon responded to these crises by enacting the National Environmental Policy Act (NEPA) in January 1970. The first Earth Day displayed public sentiment, which was alarmed by destruction and danger to Mother Nature. In July 1970 President Nixon reorganized several federal agencies to create the Environmental Protection Agency (EPA). Environmental acts, agencies and government oversight rules brought change and reversed some pollution problems.

In 1990 Earth Day went global, mobilizing 200 million people in 141 countries and lifting environmental issues onto the world stage. Earth Day 1990 gave a huge boost to recycling efforts worldwide and helped pave the way for the 1992 United Nations Earth Summit in Rio de Janeiro, Brazil. It also prompted President Bill Clinton to award Senator Gaylord Nelson the Presidential Medal of Freedom —

the highest honor given to civilians in the United States — for his role as Earth Day founder.

World leaders from 175 countries signed the Paris climate accord on Earth Day, 2016. The struggle to preserve nature on Planet Earth continues. Earth Day is a grass roots effort of 50-years duration. Supporting this resolution will increase public awareness of environmental issues, which are as important today as they were 50 years ago. Climate Action is specifically named as a theme of the 2020 Earth Day celebration.

Your consideration of this resolution is appreciated.

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

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-15**

**AN ORDINANCE EXPANDING THE SCOPE OF PREVIOUSLY APPROPRIATED
LAND ACQUISITION PROJECT FUNDS FOR THE CENTRAL EMERGENCY
SERVICE AREA TO INCLUDE SITE ANALYSIS, DESIGN, ENGINEERING AND
OVERALL STATION CONSTRUCTION NEEDS**

WHEREAS, in the FY2020 annual budget process, Central Emergency Services Service Area (“CES”) appropriated \$900,000 for land acquisition for a new Soldotna Fire Station; and

WHEREAS, over the last year CES has attempted to apply for eligible grant funding and in that process, one of the requirements has been to have a record of a project site analysis, site plans, design, engineering and construction cost estimate; and

WHEREAS, the CES Service Area Board is requesting that the borough expand the scope of the already appropriated capital project for station land to include site analysis, site plans, designs, engineering and construction costs estimates; and

WHEREAS, the project needs to continue to advance in order to replace the deficient fire station facility that currently serves the Soldotna area; and

WHEREAS, this will give the CES Service Area the ability to carry out the planning, designing and a through construction cost estimate to put CES and the Borough in a position to apply for funding opportunities as they become available; and

WHEREAS, at its meeting on March 16, 2020, the CES Board recommended unanimous approval;

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

SECTION 1. That the scope be expanded to include site analysis, design, engineering and overall station construction needs.

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

SECTION 3. This ordinance takes effect immediately upon enactment.

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

ATTEST:

Kelly Cooper, Assembly President

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Central Emergency Services

MEMORANDUM

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

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

FROM: Roy Browning, CES Chief *RB*

DATE: April 9, 2020

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

In the FY2020 annual budget process, Central Emergency Services Service Area ("CES") appropriated \$900,000 for land acquisition for a new Soldotna Fire Station. Over the last year CES has attempted to apply for eligible grant funding. In that process, one of the requirements has been to have a record of a project site analysis, site plans, design, engineering and construction cost estimate.

The CES Service Area Board is requesting that we expand the scope of the already appropriated capital project for station land to include site analysis, site plans, designs, engineering and construction cost estimates. The project needs to continue to advance in order to replace the deficient fire station facility that currently serves the Soldotna area. This will give the CES Service Area the ability to carry out the planning, designing and a through construction cost estimate to put CES and the Borough in a position to apply for funding opportunities as they become available.

The CES Service Area respectfully requests that the Assembly approve the expanded scope of the appropriated \$900,000 to include site analysis, design and engineering.

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>443.51610.20461.49999</u>
Amount \$	<u>900,000.00</u>
By: <i>PP</i>	Date: <u>4/9/2020</u>

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

**KENAI PENINSULA BOROUGH
ORDINANCE 2019-19-32**

**AN ORDINANCE APPROPRIATING 2014 SCHOOL BOND INTEREST INCOME OF
\$100,000 FROM THE SCHOOL BOND CAPITAL PROJECT FUND FOR THE
REDOUBT ELEMENTARY ROOF REPLACEMENT PROJECT TO PROVIDE
ADDITIONAL FUNDING FOR A PORTION OF ROOF THAT IS INELIGIBLE FOR
BOND FUNDS**

WHEREAS, on October 1, 2013, voters approved the issuance of general obligation bonds to fund roof replacements for 10 schools;

WHEREAS, as part of the roof projects, Redoubt Elementary School Roof Project was submitted to the State of Alaska for review and approval; and

WHEREAS, upon review a 2,803 square foot portion of the existing roof was constructed after the older sections of roof, this section of roof is currently 19 years into its 20-year useful life covered under warranty, and therefore deemed not eligible for inclusion in the bonded project scope; and

WHEREAS, given the roof configuration, risk of damage to the new roof, and efficiency in construction mobilization costs, it is in the best interest of the borough to replace this section of roof at this time; and

WHEREAS, funding for estimated project costs, including design and construction of \$95,372, is available in the School Bond Capital Project Fund as unappropriated 2014 School Bond Interest;

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

SECTION 1. That funds in the amount of \$100,000 are appropriated from the School Bond Capital Projects Fund balance to account 401.76040.20SCH.49999.

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

SECTION 3. This ordinance takes effect immediately upon enactment.

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

ATTEST:

Kelly Cooper, Assembly President

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Purchasing and Contracting Department

MEMORANDUM

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

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

FROM: John Hedges, Purchasing and Contracting Director *JH*

DATE: April 9, 2020

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

Pursuant to the passage of Ordinance 2013-28 on August 6, 2013, the assembly included Proposition No. 2 for Educational Capital Improvements on the ballot, which passed by the majority of voters during the October 1, 2013 election. On October 8, 2013 the assembly approved Resolution 2013-071 providing for the issuance and sale of general obligation bonds that included roof replacements at ten schools. The bonds were appropriated in Ordinance 2013-19-22 on December 3, 2013. On February 3, 2014 the project agreement for the Roof Replacement of 10 Schools was signed between the State of Alaska and the Kenai Peninsula Borough School District.

The Redoubt Elementary School Roof project scope was submitted to the State of Alaska Department of Education and Early Development for their review and approval under the terms of the project agreement.

Upon their review, a 2,803 square foot portion of the existing roof was constructed after the older sections of roof. This section of roof is currently 19 years into its 20-year useful life covered under warranty. Due to this it was not eligible for inclusion in the bonded project scope.

Given the roof configuration, risk of damage to the new roof, and efficiency in construction mobilization costs it is in the best interest of the borough to replace this section of roof at this time.

Funding for estimated project costs, including design and construction of \$95,372, is available in the School Bond Capital Project Fund as unappropriated 2014 School Bond Interest.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>401.27910 (14SCH)</u>
Amount	<u>\$100,000</u>
By: <i>PP</i>	Date: <u>4/8/2020</u>

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

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-18**

**AN ORDINANCE OF ASSESSMENT CONFIRMING THE ASSESSMENT ROLL
FOR THE RUSTIC AVENUE ROAD IMPROVEMENT ASSESSMENT DISTRICT**

- WHEREAS,** the assembly, by resolution 2019-36, established the Rustic Ave Road Improvement Assessment District ("District") and authorized the construction of the improvements; and
- WHEREAS,** the assembly, by ordinance 2019-19-01, appropriated \$106,674 for the District; and
- WHEREAS,** the total costs of constructing the improvements, including all allowable amounts as provided in KPB 5.35.080 and AS 29.46.110 ("costs"), are now known; and
- WHEREAS,** the District's final assessment roll has been prepared and the total costs of the improvement less the Road Service Area 50 percent match is allocated among the benefited parcels based on an equal amount to each parcel; and
- WHEREAS,** the borough clerk has published a notice of the filing of the assessment roll once in a newspaper of general circulation within the borough stating that such assessment has been made and is on file in the office of the borough clerk, and providing notice of the time and place for the May 5, 2020 hearing where objections would be heard; and
- WHEREAS,** notice of the assessment and hearing was mailed to each owner of record as shown on the rolls of the borough assessor not less than ten days before the hearing; and
- WHEREAS,** the assembly, on May 5, 2020, held a hearing on the assessment roll at which time all persons objecting to assessments were given an opportunity to present their objections; and
- WHEREAS,** the assembly found no errors or inequalities in the roll; and
- WHEREAS,** the assembly finds that the roll should be confirmed; and
- WHEREAS,** special assessments will be levied on properties in the District that are directly benefited by the project, and said special assessments, with interest thereon, will be sufficient (together with other amounts) and available to pay the actual cost to

the borough of the improvements plus interest;

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

SECTION 1. Classification. That this ordinance shall be a non-code ordinance.

SECTION 2. Confirmation of Roll. That the assessment roll for Rustic Ave Road Improvement Assessment District, attached as Exhibit A to this ordinance, as presented to the assembly on April 21, 2020 in the total amount of \$88,838.60 less the Road Service Area 50 percent match of \$44,419.30, for a net assessed amount of \$44,419.30 to all benefited parcels of the District is confirmed.

SECTION 3. Notice of Assessment. That within 15 days after the adoption date of this ordinance, the finance director shall mail to the record owner of each property assessed a statement designating the property, the assessment amount, the schedule of payments, the time of delinquency, and penalties. Within five days after the statements are mailed, the finance director shall publish a notice that the statements have been mailed and that the assessment roll is on file in the office of the borough clerk. After enactment of this ordinance the clerk shall file in the office of the Kenai District Recorder a notice of assessment on all parcels assessed within the road improvement assessment district.

SECTION 4. Payment of Assessment. That the entire assessment may be prepaid without interest or penalty within 30 days of the date of mailing of the assessment statement. Thereafter, the assessment may be prepaid in whole or in part with interest to the payment date. Interest on the unpaid amount of the assessment shall accrue at the rate of 6.75 percent per annum. Assessments that are not prepaid shall be paid in ten equal annual installments on March 31 of each year, commencing March 31, 2021. Installments shall include principal plus accrued interest.

SECTION 5. Delinquencies. That if an installment of the assessment is delinquent, the balance of the assessment, plus accrued interest, becomes due and delinquent thirty days after the date of notice of the installment delinquency. Notice of the delinquency shall be mailed to the owner of record. The notice must contain notice of the nonpayment of the installment and that the balance of the assessment, plus accrued interest, will become due and delinquent if the installment, interest and penalty are not paid within thirty days of the date of the notice. The penalty for delinquent installment and assessment payments is the same as the penalty for delinquent real property taxes in effect on the date of the delinquency.

SECTION 6. Termination of Assessment. Upon the discharge of indebtedness to the borough, the finance director shall release special assessment liens associated with the District.

SECTION 7. Authority for Ordinance. That the borough has ascertained and hereby

determines that each and every matter and thing as to which provision is made in this ordinance is necessary in order to carry out and effectuate the purposes of the borough in accordance with our constitution and statutes of the State of Alaska, and the Code of Ordinances of the Kenai Peninsula Borough.

SECTION 8. Severability. That if any one or more of the covenants and agreements provided in this ordinance to be performed on the part of the borough shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements in this ordinance and shall in no way affect the validity of the other provisions of this ordinance.

SECTION 9. Effective Date. That this ordinance shall take effect immediately upon enactment.

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

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:


No:


Absent:

Kenai Peninsula Borough Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor 

FROM: Brandi Harbaugh, Finance Director 

DATE: April 9, 2020

RE: Ordinance 2020-18, An Ordinance of Assessment Confirming the Assessment Roll for the Rustic Ave Road Improvement Assessment District (Mayor)

Attached please find the ordinance of assessment and the final assessment roll for the Rustic Ave Road Improvement Assessment District. This is the final step for the borough in a process that began with the adoption of Resolution 2019-036, establishing the Rustic Ave Road Improvement Assessment District and authorizing construction of the improvements, followed by the enactment of Ordinance 2019-19-01 which appropriated \$106,674 for the project.

KPB 14.31.070(D)(a) requires signatures of the owners of more than 60% of the parcels within the proposed district sign the petition and 60% signed the petition in favor of the project. KPB 14.31.070(D)(b) requires signatures of the owners of record of at least 60% in value of the property to be benefited in the proposed district and 64% have signed the petition in favor of this project.

The road improvement has been constructed. The road improvement benefits 10 parcels within the district. The total cost of the project is \$88,838.60. The KPB Road Service Area provided a 50% match of \$44,419.30. The net total cost of the assessment is \$44,419.30. Based on an equal allocation amount to each parcel of the net total cost of the assessment, the special assessment per lot in the district is \$4,441.93. The assessment may be prepaid without interest within 30 days of the notice of assessment. If not prepaid, the assessment is payable over a ten-year period in equal installments with interest accruing as provided in the attached ordinance. The assessment constitutes a lien on each parcel within the district.

Ordinance of Assessment

Number of Benefited Parcels:	10
Cost Per Parcel:	5,333.70
	4,441.93

as of 3/3/2020

REASON: It has been determined that the following three (3) properties whose boundaries touch the proposed improvement will not benefit from the proposed improvement as these parcels are currently being served to a greater degree by sections of Rustic Avenue which are currently on the RSA maintenance system.

Rustic Ave RIAD

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

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-20**

**AN ORDINANCE APPROVING AND ACCEPTING GRANT FUNDS FROM THE
STATE OF ALASKA DIVISION OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT TO REIMBURSE REPAIRS AT THE SKYVIEW MIDDLE
SCHOOL AND THE KENAI MIDDLE SCHOOL RESULTING FROM THE
NOVEMBER 30, 2018 COOK INLET 7.0 EARTHQUAKE**

WHEREAS, on November 30, 2018 at 8:29 a.m. a 7.0 earthquake shook from an epicenter five miles north of Anchorage which was felt across Southcentral Alaska and tsunami warnings were issued for coastal communities, including Seward and the Kachemak Bay communities of Homer, Seldovia, Nanwalek and Port Graham; and

WHEREAS, the borough appropriated \$450,000 from the general fund for disaster response and recovery by way of ordinance 2018-19-26; and

WHEREAS, the Federal Disaster Declaration DR-4413 approved eligible expenses associated with response, recovery and mitigation to be reimbursed by the Federal Emergency Management Agency and the State of Alaska through the Public Assistance Program; and

WHEREAS, the borough has submitted eight project applications through the FEMA Public Assistance Program for damages sustained to borough facilities; and

WHEREAS, repair costs for the Skyview Middle School in the amount of \$47,575.41 and the Kenai Middle School in the amount of \$87,763.93 will be reimbursed to the borough as a 75 percent federal pass-through and a 25 percent state-matching grant awarded by the State of Alaska Division of Homeland Security & Emergency Management;

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

SECTION 1. That the mayor is authorized to accept grant funds totaling \$135,339.34 from the State of Alaska Division of Homeland Security & Emergency Management for the November 30, 2018 Cook Inlet 7.0 Earthquake, Federal Disaster Declaration DR4413.

SECTION 2. That the \$450,000 appropriation from the general fund for disaster response

and recovery by way of ordinance 2018-19-26 are project length in nature and as such do not lapse at the end of any particular fiscal year.

SECTION 3. That the mayor is authorized to negotiate, administer and execute on behalf of the borough the applicant agreement package for disaster presently identified as the November 30, 2018 Cook Inlet 7.0 Earthquake, Federal Disaster Declaration DR4413, and to negotiate, execute, and administer any other documents, agreements, and contracts required under or related to the grant agreements including without limitation the Assurances and Agreements, the Summary of Grant Conditions for All Applicants, and the Indemnity and Hold Harmless Agreement required as a condition of the grant agreements and any subsequent grant amendments.

SECTION 4. The Kenai Peninsula Borough agrees that upon award assistance through the Alaska Division of Homeland Security & Emergency Management as described in this ordinance it shall waive its sovereign immunity to the extent required by paragraph 27 of the DHS&EM Form 30-57f State Assurance and Agreements and be subject to suit for actions arising out of the project activities for the November 30, 2018 Cook Inlet 7.0 Earthquake disaster in the same manner, and to the same extent as any person and shall not be immune or exempt from any administrative or judicial process, sanction or judgement.

SECTION 5. That this ordinance shall be effective upon its enactment.

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

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Community & Fiscal Projects

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*
Brandi Harbaugh, Finance Director *BH*
Dan Nelson, OEM Senior Manager *DN*

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

DATE: April 9, 2020

SUBJECT: Ordinance 2020- 20, Approving and Accepting Grant Funds from the State of Alaska Division of Homeland Security & Emergency Management to Reimburse Repairs at the Skyview Middle School and the Kenai Middle School Resulting from the November 30, 2018 Cook Inlet 7.0 Earthquake (Mayor)

This ordinance accepts \$135,339.34 from the State of Alaska Division of Homeland Security & Emergency Management (AKDHSEM) for costs incurred at the Skyview and Kenai Middle Schools in responding to the November 30, 2018 Cook Inlet 7.0 Earthquake, Federal Disaster Declaration DR4413. The funds were previously appropriated by way of ordinance 2018-19-26.

The project applications and approved grant awards are managed through the Federal Emergency Management Agency online system named Grants Portal, and the award agreements created through the AKDHSEM as project worksheets.

The approved expenses associated with response, recovery and mitigation are eligible for reimbursement by the Federal Emergency Management Agency (75% share) and the State of Alaska (25%) through the FEMA Public Assistance Program.

Attachments:

PW 127 award letter \$47,575.41
PW 133 award letter \$87,763.93

FINANCE DEPARTMENT	
MATCH & ADMIN FEE FUNDS/ACCOUNT VERIFICATION	
Acct: 260.76030.19EQ1-49999	- Amount. \$47,575.41
Acct: 260.73030.19EQ1-49999	- Amount. \$87,763.93
By: <u>PP</u>	Date: <u>4/9/2020</u>

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

**KENAI PENINSULA BOROUGH
ORDINANCE 2019-19-33**

**AN ORDINANCE TO PROVIDE FUNDING FOR SOUTH PENINSULA HOSPITAL
COMPUTERIZED TOMOGRAPHY (CT SCANNER) SUITE RENOVATION**

WHEREAS, resolution 2019-050 authorized the design and development of the plan to renovate the existing SPH CT suite; and

WHEREAS, the renovation is necessary to accommodate the installation of a New Definition Edge CT scanner, improve patient satisfaction, and accommodate workflow improvements; and

WHEREAS, in the design development process workflow, building code, and engineering needs were identified and incorporated into the renovation; and

WHEREAS, a reduced project scope of \$850,000 is possible, however, in consideration of the limiting compromises required to maintain the original budget and the potential impact to patient satisfaction and revenue it was recommend that a request be made for \$1,189,000 in funding for the complete renovation of the suite; and

WHEREAS, the proposed project includes medical gas improvements, patient recovery space, patient stress/comfort improvements, workflow upgrades, HVAC improvements, electrical renovation, and required code improvements; and

WHEREAS, this proposed project does not expand the size of the current 2,130 square foot CT suite and will provide a complete renovation.

WHEREAS, at its regular meeting of April 22, 2020, the SPH, Inc. board recommended _____; and

WHEREAS, at its meeting on _____, 2020, the South Kenai Peninsula Hospital Service Area Board recommended _____;

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

SECTION 1. That funds in the amount of \$1,189,000 are appropriated from the South Peninsula Hospital Capital Projects Fund balance to account 491.81210.20SHC.49999.

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

SECTION 3. This ordinance takes effect immediately upon enactment.

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

ATTEST:

Kelly Cooper, Assembly President

Johni Blankenship, MMC, Borough Clerk

Yes:

No:



Absent:


Kenai Peninsula Borough

Purchasing and Contracting Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor 
Brandi Harbaugh, Finance Director 

FROM: John Hedges, Purchasing and Contracting Director 

DATE: April 9, 2020

RE: Ordinance 2019-19-33, To Provide Funding for South Peninsula Hospital Computerized Tomography (CT Scanner) Suite Renovation (Mayor)

Resolution 2019-0550 appropriated \$931,314 for the purchase of a new Siemens CT scanner and the renovation of the existing suite housing the current GE unit. A design effort was completed to that would retro-fit the existing spaces to accommodate the new CT scanner and to renovate the aging ancillary spaces in the suite.

In the design development it was discovered that numerous mechanical, electrical, and building code deficiencies existed in the current suite. In addition, scope changes focused on improvement to patient satisfaction and service delivery were identified.

A reduction of the project scope to meet the original cost estimate of \$850,000 is possible. However, in consideration of the limiting compromises required to maintain the original budget and the potential impact to patient satisfaction and revenue, it was recommended that a request be made for the funding for the complete renovation of the suite.

The current project includes medical gas improvements, patient recovery space, patient stress/comfort improvements, workflow upgrades, HVAC improvements, electrical renovation, and required code improvements. This project does not expand the size of the current 2,130 square foot CT suite and will provide a complete renovation. The total additional amount required for the construction of the current project scope is estimated at \$1,189,000.00.

Fund Verification

Account: 491.27910

Amount: \$ 1,189,00.00

By: PP Date: 4/9/2020

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

**KENAI PENINSULA BOROUGH
ORDINANCE 2019-19-34**

**AN ORDINANCE APPROPRIATING FUNDS FROM THE SOUTH PENINSULA
HOSPITAL SERVICE AREA CAPITAL PROJECT FUND TO PROVIDE ADDITIONAL
FUNDING FOR THE DEAERATOR AND STEAM PLANT IMPROVEMENTS**

WHEREAS, funding was appropriated through ordinance 2019-19-06 in August 2019 for the replacement of a deaerator at the South Peninsula Hospital; and

WHEREAS, the unit has reached the end of its useful life and is at risk of failure; and

WHEREAS, the current system configuration and the hospital's need for an operating heating system requires that a temporary heating unit must be provided while the project is completed; and

WHEREAS, due to the configuration of the existing system additional changes are incorporated into the project to accommodate future system isolation needs and to prevent future total system shutdown requirements; and

WHEREAS, these issues bring the total project cost to an estimated \$470,000; and

WHEREAS, an additional amount of \$290,000 is required to complete the current scope of work; and

WHEREAS, funds are available in the South Peninsula Capital Project Fund fund balance for the completion of the project; and

WHEREAS, at its regular meeting of April 22, 2020, the SPH, Inc. board recommended _____; and

WHEREAS, at its meeting on _____, 2020, the South Kenai Peninsula Hospital Service Area Board recommended _____;

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

SECTION 1. That funds in the amount of \$290,000 are appropriated from the South Peninsula Hospital Capital Projects Fund balance to account 491.81210.20DTK.49999.

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

SECTION 3. This ordinance takes effect immediately upon enactment.

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

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Purchasing and Contracting Department

MEMORANDUM

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

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

FROM: John Hedges, Purchasing and Contracting Director *JH*

DATE: April 9, 2020

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

South Peninsula Hospital Service Area ("SPH") appropriated \$180,000 through ordinance 2019-19-06 in August 2019 to replace the deaerator unit associated with the hospital's steam plant and hydronic heating system. The unit is essential to the system's functionality and due to its age is at a high risk of failure.

Due to the need to provide continuous treated and tempered water to the boilers there is no way to keep the heating system online while a replacement deaerator unit is installed. In addition, a design was completed that will allow for the ability to isolate the system's primary components. This modification will accommodate controlled shutdowns without a total loss of heating capacity. These needs include isolation valves and the use of a temporary steam plant while the work is being completed. It is hoped that the added scope will reduce maintenance costs and decrease risk of system failure going forward.

The original project was estimated at \$180,000. These changes have led to an increase in the estimated cost of the project and the need for an additional \$290,000 to be appropriated from the SPH Capital Project Fund fund balance for the completion of the project.

These issues will bring the estimated total project cost to \$470,000.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>491.27910</u>
Amount	<u>\$290,000</u>
By: <i>PP</i>	Date: <u>4/9/2020</u>

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

**KENAI PENINSULA BOROUGH
ORDINANCE 2019-19-35**

**AN ORDINANCE APPROPRIATING \$1,031,035 TO THE SPECIAL ASSESSMENT
FUND FOR THE SOUTH KALIFORNSKY BEACH ROAD UTILITY SPECIAL
ASSESSMENT DISTRICT**

WHEREAS, KPB 5.35 provides authority for creating and financing utility special assessment districts for utility line extension; and

WHEREAS, a petition has been received requesting the formation of a special assessment district in the South Kalifornsky area for construction of a natural gas mainline; and

WHEREAS, resolution 2020-024 to form the district and proceed with the improvement for the South Kalifornsky Beach Road Utility Special Assessment District (USAD), came before the assembly at its May 5, 2020 regularly scheduled meeting and was _____ by the assembly; and

WHEREAS, financing is necessary to complete the administrative requirements of the ordinance and regulations; and

WHEREAS, pursuant to KPB 5.10.040(A)(13) the borough may invest in special assessment districts; and

WHEREAS, the estimated total cost of the project of \$1,031,035 is to be provided as an investment by the general fund which will be repaid with interest by assessments on the parcels within the district;

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

SECTION 1. That the amount of \$1,031,035 is authorized to be advanced to the assessment fund from the general fund and appropriated into Account No. 840.94912.SKBCH.49999 for the South Kalifornsky Beach Road Natural Gas Line project.

SECTION 2. That the special assessment fund shall repay the full amount with interest to the general fund through payments made on the special assessments levied.

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

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

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor *CP*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: April 9, 2020

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

A petition has been received requesting the formation of a utility special assessment district ("USAD") for installing a natural gas mainline improvement in the South Kalifornsky Beach Road area. This petition process is the first step of the process. A resolution will be scheduled to be heard at the May 5, 2020 assembly meeting to authorize the formation of the South Kalifornsky Beach Road USAD.

The second step in the process is this ordinance that will appropriate the necessary funds should the assembly approve the project with adoption of the Resolution to Form the District and Proceed with the Improvement. The third and final step of the process will be the Ordinance of Assessment following the completion of the project.

KPB 14.31.070(D)(a) & (b) require signatures of the owners of at least 60 percent of the total number of parcels and owners of record of at least 60 percent in value of the property to be benefited within the proposed district sign the petition, and owners of 62.57 percent of the parcels and owners of record of 73.63 percent in value of the property to be benefited within the proposed district have signed the petition.

The total cost of the South Kalifornsky Beach Road USAD is estimated to be \$1,031,035. The loan will be repaid through assessments levied on property located within the USAD which may be paid in 10 annual installments. Billings will include an interest charge equal to the published prime rate in effect at the time

April 21, 2020

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Re: Ordinance 2019-19- 35

of the loan plus 2%. The prime rate is currently 3.25%. If it remains unchanged through project completion, residents of the USAD will be charged an interest rate of 5.25% (3.25% + 2%). This is the same formula used to determine the rate of interest to finance the other USAD projects. Early payments can be made without penalty.

If for any reason the USAD is not formed, the loan will not be made and the General Fund will absorb any administrative costs that exceed the \$1,000 filing fee received with the petition.

**FINANCE DEPARTMENT
ACCOUNT / FUNDS VERIFIED**

Acct. No. 100-27910 FB

Amount: \$ 1,031,035

By: PP Date: 4/9/2020

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

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-17**

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

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

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

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

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

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

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

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

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

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

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

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

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Planning Department – Land Management Division

MEMORANDUM

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

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

FROM: Bryan Taylor, Land Management Agent *BT*

DATE: April 9, 2020

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

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

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

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April 9, 2020

To: Assembly President

RE: Communication Site Lease

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

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

Your consideration of this ordinance is appreciated.

OPTION AND COMMUNICATIONS SITE LEASE AGREEMENT

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

PART I. BACKGROUND, AUTHORIZED CONTACT AND CONTRACT DOCUMENTS

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

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

KPB

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

LESSEE

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

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

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

Appendix A: Lease Provisions Required by KPB 17.10

Exhibit 1: Description of the "Property" and the "Leased Premises"

Exhibit 2: Leased Premises site sketch

Exhibit 3: Memorandum of Lease

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

PART II. LEASE DESCRIPTION AND TERMS

4. DESCRIPTION OF PROPERTY; OPTION.

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

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

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

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

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

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

5. TERM.

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

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

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

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

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

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

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

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

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

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

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

10. SECURITY AND BUFFER LANDSCAPING.

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

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

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

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

11. ACCESS, MAINTENANCE, AND UTILITIES.

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

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

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

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

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

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

14. SUBLEASING AND REVENUE SHARE.

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

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

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

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

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

16. COVENANTS, WARRANTIES AND REPRESENTATIONS.

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

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

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

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

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

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

17. WAIVERS.

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

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

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

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

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

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

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

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

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

19. OTHER INSURANCE PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

23. INDEMNIFICATION.

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

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

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

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

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

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

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

28. LESSEE MORTGAGES.

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

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

29. MISCELLANEOUS.

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

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

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

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

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

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

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

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

[SIGNATURES BEGIN ON NEXT PAGE]

PART III. EXECUTION

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

LESSOR: The Kenai Peninsula Borough

By: _____

Print Name: _____

Date: _____

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

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Johni Blankenship, Borough Clerk

Sean Kelley, Deputy Borough Attorney

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

Notary Public for State of Alaska
My Commission Expires: _____

STATE OF _____)
) ss:
COUNTY OF _____)

Notary Public: _____
My Commission Expires: _____

APPENDIX A

LEASE PROVISIONS REQUIRED BY KPB 17.10

[INSERT KPB 17.10]

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 1

The Property is legally described as follows:

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

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

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

EXHIBIT 2

Leased Premises

(Attached)

The Premises are described and/or depicted as follows:

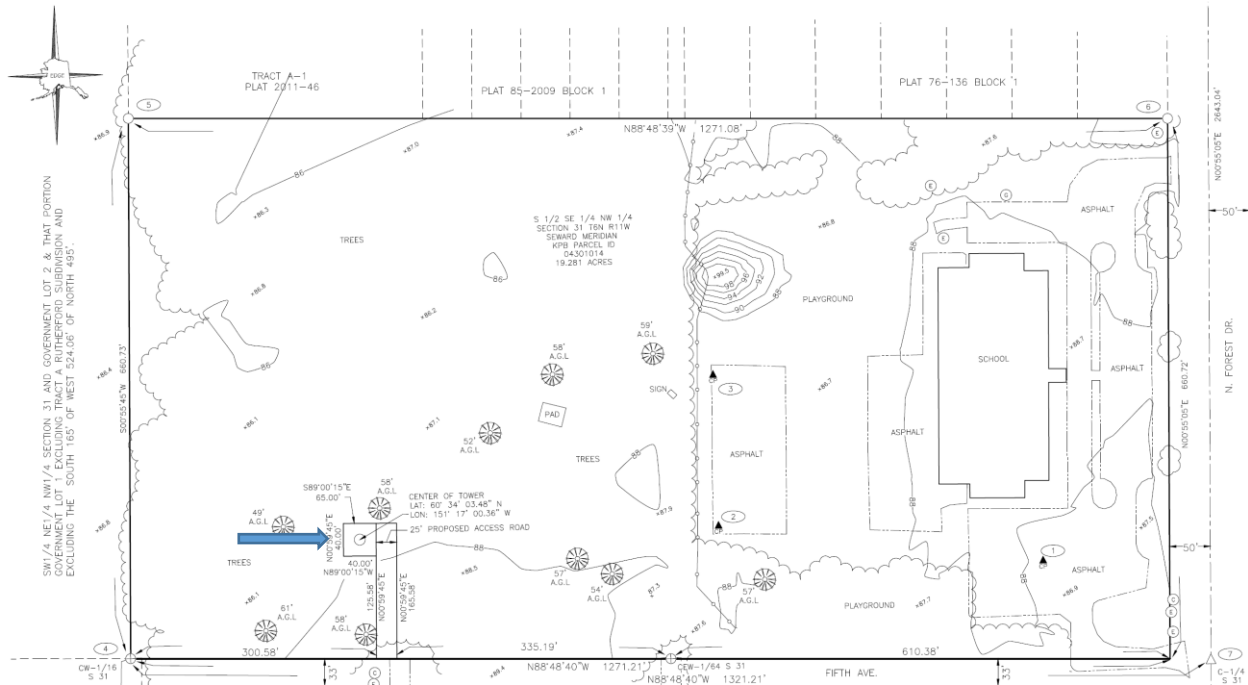


EXHIBIT 3

Memorandum of Lease

(Attached)

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

Prepared by and Return to:

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

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

MEMORANDUM OF LEASE

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

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

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

LESSOR: The Kenai Peninsula Borough

By: _____

Print Name: _____

Date: _____

LESSEE:

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

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

Notary Public for State of Alaska
My Commission Expires: _____

STATE OF _____)
) ss:
COUNTY OF _____)

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1 TO MEMORANDUM OF LEASE
DESCRIPTION OF PROPERTY AND PREMISES

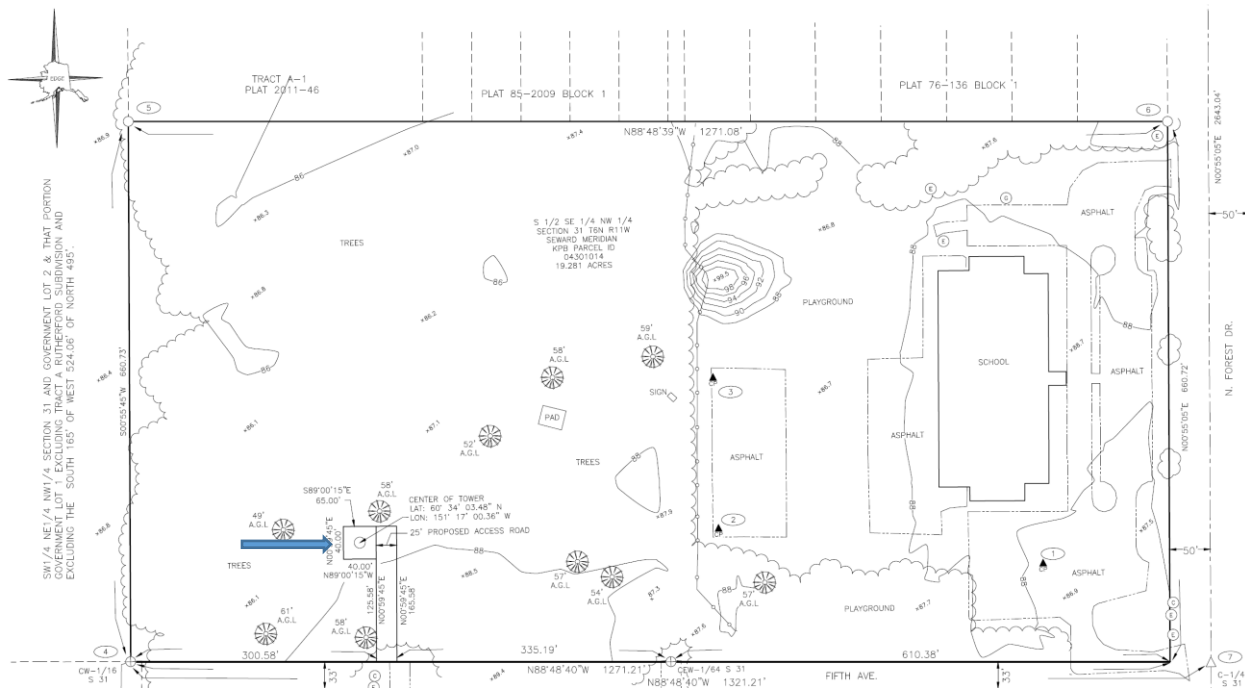
Page 1 of 1

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

The Property is legally described as follows:

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

The Premises are described and/or depicted as follows:



APPENDIX A: LEASE PROVISIONS REQUIRED BY KPB 17.10

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

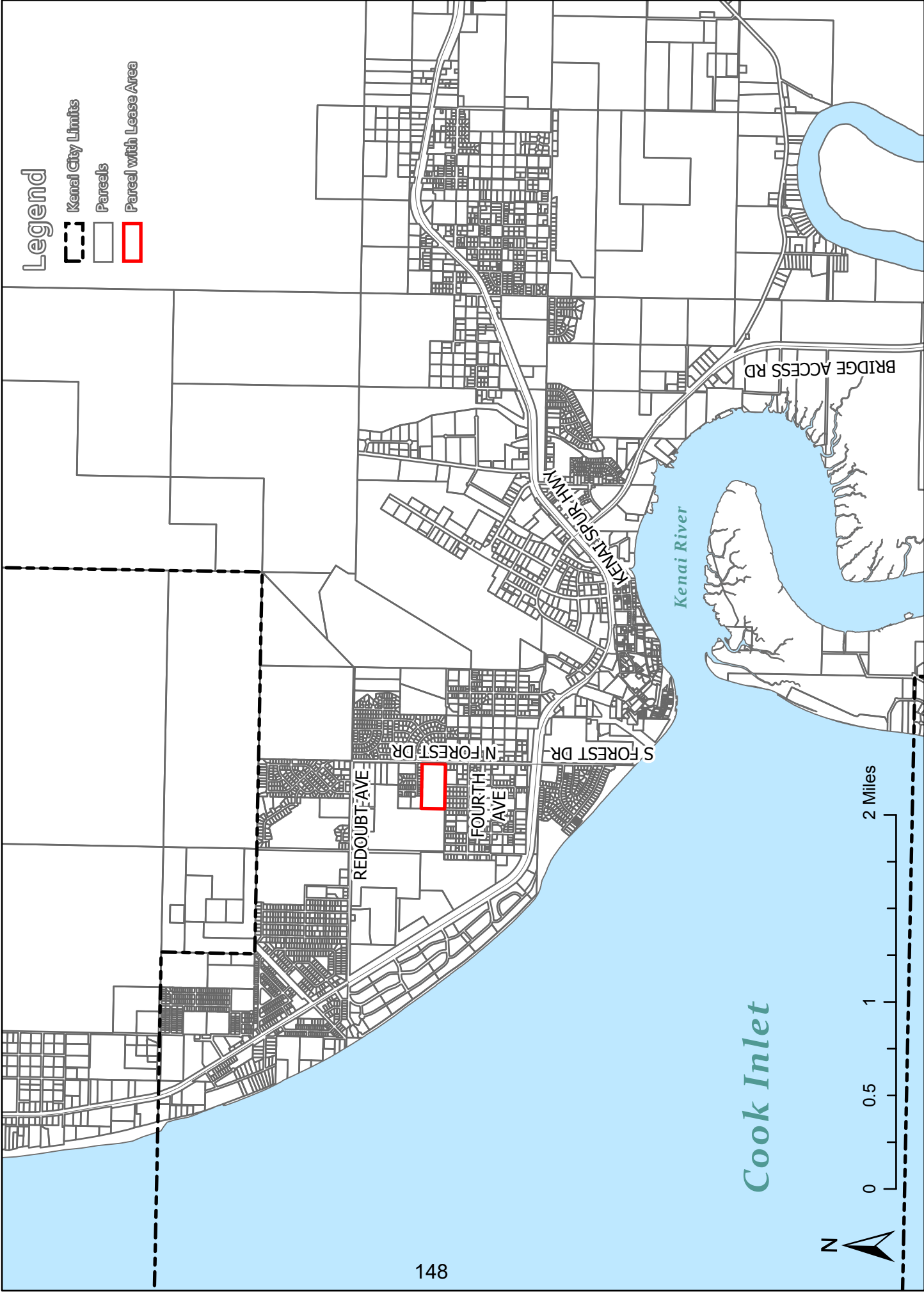
(18) **Violation.** Violation of any provision KPB 17.10 or of the terms of the Agreement of may expose the Lessee to appropriate legal action including forfeiture of purchase interest, termination, or cancellation of its interest in accordance with state law.

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

New Cingular Lease Area Location



New Cingular Lease Area Overview



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

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-21**

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

- WHEREAS,** borough advisory planning commissions were established to provide residents with an additional avenue to participate in land use planning activities for their community and make recommendations to the Kenai Peninsula Borough Planning Commission on land use planning and public land management issues which may affect the existing and/or future character of their community; and
- WHEREAS,** the Kachemak Bay Advisory Planning Commission ("KBAPC") was established in early 1996 through the enactment of ordinance 95-38 in recognition of the need for a local advisory planning commission for the residents of the area described as the "North Shore of Kachemak Bay" to advise the Borough Planning Commission; and
- WHEREAS,** currently there are no active members on the KBAPC and efforts are underway to recruit new members and re-activate this commission; and
- WHEREAS,** in ordinance 99-10 the assembly amended the code to provide for a nonvoting ex officio member of the KBAPC from the City of Homer Advisory Planning Commission to help ensure open communication between the borough and Homer on issues affecting both areas; and
- WHEREAS,** no borough Advisory Planning Commissions include cities in their boundaries, and the KBAPC is no exception; and
- WHEREAS,** the KBAPC is the only borough advisory planning commission with a member from a city; and
- WHEREAS,** all other members of all borough advisory commissions are required to be residents of the advisory boundary commission they serve, which means no other borough advisory commissions include any members from a city; and
- WHEREAS,** meetings of the KBAPC are advertised and open to the public, and there is no need to treat this advisory planning commission differently from the other borough advisory planning commissions;

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

SECTION 1. That KPB 21.02.050 is amended as follows:

21.02.050. Nominations for membership.

- A. [EXCEPT AS PROVIDED IN SUBPARAGRAPH D BELOW, N] Nominations for commission membership may be submitted to the mayor by a nonprofit community organization within the APC boundary, or by any resident who may wish to place a name in nomination. Nomination forms shall be available through the mayor's office and the planning department.
- B. [EXCEPT AS PROVIDED IN SUBPARAGRAPH D BELOW, T] The mayor shall verify nominees are qualified voters of the KPB whose permanent place of residence, as referred to in KPB 5.12.105, is located within the APC boundaries.
- C. [EXCEPT AS PROVIDED IN SUBPARAGRAPH D BELOW, A] A person may nominate himself or herself by submitting the appropriate form to the mayor's office.
- [D. THE MAYOR SHALL SELECT FOR APPOINTMENT THE EX-OFFICIO MEMBER OF THE KACHEMAK BAY ADVISORY PLANNING COMMISSION FROM A LIST OF RECOMMENDED QUALIFIED NOMINEES, AS DEFINED IN KPB 21.02.060(B), SUBMITTED BY THE HOMER CITY COUNCIL.]

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

21.02.060. Qualified nominee.

- [A. EXCEPT AS PROVIDED BELOW IN SUBPARAGRAPH B, t] To qualify as a nominee, an individual must:
 - A [1]. Physically reside within the boundaries; and
 - B [2]. Be registered to vote within the precinct or precincts which are covered by the boundaries.
- [B. TO QUALIFY AS A NOMINEE FOR THE KACHEMAK BAY ADVISORY PLANNING COMMISSION EX OFFICIO MEMBER, AN INDIVIDUAL MUST SERVE ON THE CITY OF HOMER ADVISORY PLANNING COMMISSION.]

SECTION 3. That KPB 21.02.080 is amended as follows:

21.02.080. Term of office.

- A. Each APC shall consist of not more than seven (7) [VOTING] members. [AN EX OFFICIO NONVOTING EIGHTH MEMBER SHALL SERVE ON THE KACHEMAK BAY ADVISORY PLANNING COMMISSION.]
- B. Members shall be appointed to seats A through G for a term of three (3) years, except in the case of a newly created commission when seats A and B are appointed for an initial term of one (1) year; seats C and D are appointed for an initial term of two (2) years; and seats E, F, and G are appointed to three-year terms. [THE EX OFFICIO MEMBER OF THE KACHEMAK BAY ADVISORY PLANNING COMMISSION SHALL SERVE ON SEAT H. THE EX OFFICIO MEMBER'S TERM SHALL COINCIDE WITH THAT MEMBER'S TERM ON THE CITY OF HOMER ADVISORY PLANNING COMMISSION.]
- C. At the initial meeting, members shall draw for seats.
- D. Except in the case of a new APC, a term shall begin on October 1st and end on September 30th. In the case of a new APC the term shall begin upon appointment confirmation.

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

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

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Assembly

MEMORANDUM

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

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

DATE: April 9, 2020

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

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

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

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

Your consideration of this ordinance is appreciated.

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

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-16**

**AN ORDINANCE AMENDING THE KENAI PENINSULA BOROUGH HAZARD
MITIGATION PLAN BY DELETING EXISTING ANNEX C, 2010 CITY OF KENAI
HAZARD MITIGATION PLAN UPDATE, AND ADOPTING THE CITY OF KENAI
HAZARD MITIGATION PLAN 2020 UPDATE AS THE NEW ANNEX C**

- WHEREAS,** the Federal Emergency Management Agency (“FEMA”) requires all states to submit a hazard mitigation plan to be eligible for any FEMA funding for non-emergency disasters; and
- WHEREAS,** on December 03, 2019, the borough assembly enacted ordinance 2019-031, adopting an updated Hazard Mitigation Plan (“HMP”) as the local mitigation plan for the area within the borough and a required component of the State of Alaska Hazard Mitigation Plan; and
- WHEREAS,** the HMP is a multi-jurisdictional plan, developed in coordination with the incorporated cities within the borough, the All Lands/All Hands Interagency Wildfire Mitigation Group, the State of Alaska Division of Homeland Security and Emergency Management, and FEMA; and
- WHEREAS,** the HMP was designed to assist borough residents, local and private organizations, and other parties interested in hazard mitigation planning, as well as to coordinate planning efforts between government agencies; and
- WHEREAS,** FEMA disaster recovery funding and grant programs require regular updates to the mitigation plans; and
- WHEREAS,** the HMP update process is required every five years to remain current for mitigation planning efforts and for successful grant funding applications; and
- WHEREAS,** the council of the City of Kenai approved and adopted its Hazard Mitigation Plan 2020 Update in Kenai Resolution 2020-04 on February 5, 2020; and
- WHEREAS,** the borough Planning Commission at its meeting held on April 13, 2020 recommended _____ of the City of Kenai Hazard Mitigation Plan 2020 Update;

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

SECTION 1. That the existing Annex C in the borough's HMP plan adopted by KPB 2.80.010 is hereby deleted.

SECTION 2. That the borough's HMP is hereby amended by adopting the City of Kenai's Hazard Mitigation Plan 2020 Update as the new Annex C.

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

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

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Community & Fiscal Projects

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*
Dan Nelson, OEM Senior Manager *DN*
Max Best, Planning Director *MB*

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

DATE: April 9, 2020

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

The City of Kenai has recently completed an update to its Hazard Mitigation Plan and is requesting the borough to adopt the updated plan. Keeping this plan updated is required in order to be eligible for certain types of non-emergency disaster funding, including funding for mitigation projects.

The Kenai Planning and Zoning Commission at its January 22, 2020, meeting recommended adoption of the City of Kenai Hazard Mitigation Plan. At its February 5, 2020, city council meeting, the City of Kenai adopted the Hazard Mitigation Plan and requested it be submitted to the borough to become an annex to the borough's Hazard Mitigation Plan.

The recommendation of the KPB Planning Commission will be provided prior to hearing on this ordinance.

Upon approval of this ordinance, the borough plan and updated annexes by the city will be available online at <https://www.kpb.us/emergency-mgmt/plans/plans>.

Hard copies may be viewed in the planning department or available through a public records request.

Attachments:

2020 City of Kenai Hazard Mitigation Plan Update; Resolution 2020-004; FEMA Region 10 Approval Letter (2/19/20)

City of Kenai Hazard Mitigation Plan



Photo Credit: Eagle Eye Gallery

Prepared for:
State of Alaska
DMVA/DHS&EM
P.O. Box 5800
JBER, Alaska 99505

Prepared by:



November 2019



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Acronyms/Abbreviations

°F	Degrees Fahrenheit
ACS	American Community Survey
AEC	Alaska Earthquake Center
AFS	Alaska Fire Service
AICC	Alaska Interagency Coordination Center
AVO	Alaska Volcano Observatory
BLM	Bureau of Land Management
CFR	Code of Federal Regulations
City	City of Kenai
DCCED	Department of Commerce, Community, and Economic Development
DCRA	Division of Community and Regional Affairs
DGGS	Division of Geological and Geophysical Survey
DHS&EM	Division of Homeland Security and Emergency Management
DMA 2000	Disaster Mitigation Act of 2000
DMVA	Department of Military and Veterans Affairs
DNR	Department of Natural Resources
DOF	Division of Forestry
EQ	Earthquake
F	Fire
F&E	Flooding and Erosion
FEMA	Federal Emergency Management Agency
FMA	Flood Mitigation Assistance
FP&S	Fire Prevention and Safety
FY	Fiscal Year
G	General
<i>g</i>	gravity as a measure of peak ground acceleration
HAZUS	Multi-Hazard Software
HMA	Hazard Mitigation Assistance
HMGP	Hazard Mitigation Grant Program
HMP	Hazard Mitigation Plan
HVAC	Heating, Ventilation, and Air Conditioning
KPB	Kenai Peninsula Borough
M	Magnitude
MAP	Mitigation Action Plan
mm	millimeters

MMI	Modified Mercalli Intensity
mph	miles per hour
NFIP	National Flood Insurance Program
NWS	National Weather Service
PDM	Pre-Disaster Mitigation
PGA	peak ground acceleration
Stafford Act	Robert T. Stafford Disaster Relief and Emergency Assistance Act
STAPLEE	Social, Technical, Administrative, Political, Legal, Economic, and Environmental
SW	Severe Weather
TF	Technical Feasibility
UAF GI	University of Alaska Fairbanks Geophysical Institute
UHMA	United Hazard Mitigation Assistance
USACE	U.S. Army Corps of Engineers
USDA	U.S. Department of Agriculture
USFS	U.S. Forest Service
U.S.	United States
USC	United States Code
USGS	United States Geological Survey
V	Volcanic Ash
WUI	Wildland Urban Interface

This section provides a brief introduction to hazard mitigation planning, associated grants, and a description of this 2019 Hazard Mitigation Plan (HMP) for the City of Kenai (City).

1.1 HAZARD MITIGATION PLANNING

Hazard mitigation, as defined in Title 44 of the Code of Federal Regulations (CFR), Section §201.2, is “any sustained action taken to reduce or eliminate the long-term risk to people and property from natural hazards and their effects. Hazard mitigation is the only phase of emergency management specifically dedicated to breaking the cycle of damage reconstruction and repeated damage. As such, States and Local governments are encouraged to take advantage of funding provided by Hazard Mitigation Assistance (HMA) grant programs.” (FEMA, 2015c). Hazard mitigation is any work done to minimize the impacts of any type of hazard event before it occurs and aims to reduce losses from future disasters. Hazard mitigation is a process in which hazards are identified and profiled, people and facilities at risk are analyzed, and mitigation actions are developed. Implementation of mitigation actions, which include long-term strategies such as planning, policy changes, programs, projects, and other activities, is the end result of this process.

1.2 PLANNING REQUIREMENTS

1.2.1 Local Mitigation Plans

On October 30, 2000, Congress passed the Disaster Mitigation Act of 2000 (DMA 2000) (P.L. 106-390) which amended the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (Title 42 of the United States Code [USC] 5121 et seq.) by repealing the act’s previous mitigation planning section (409) and replacing it with a new mitigation planning section (322). Section 322 directs State and Local entities to closely coordinate mitigation planning and implementation efforts. Additionally, it establishes the HMP requirement for the Federal Emergency Management Agency’s (FEMA) HMA.

On October 2, 2015, FEMA published the Mitigation Planning Final Rule in the Federal Register, [Docket ID: FEMA-2015-0012], 44 CFR Part 201, effective November 2, 2015. Planning requirements for Local entities are described in detail in Section §201.6. Locally-adopted and FEMA-approved HMPs qualify jurisdictions for several HMA grant programs. This 2019 HMP for the City complies with Title 44 CFR Section §201.6 and applicable FEMA guidance documents as well as the 2018 *State of Alaska HMP* by the Department of Military and Veterans Affairs (DMVA) Division of Homeland Security and Emergency Management (DHS&EM).

Section 322 of the Stafford Act (42 USC 5165) as amended by P.L. 106-390 provides for State and Local governments to undertake a risk-based approach to reducing risks to natural hazards through mitigation planning. The National Flood Insurance Act of 1968 (42 USC 4001 et seq.) as amended, further reinforces the need and requirement for HMPs, linking Flood Mitigation Assistance (FMA) programs to State and Local HMPs. This change also requires participating National Flood Insurance Program (NFIP) communities’ risk assessments and mitigation strategies to identify and address repetitively flood-damaged properties.

1.3 GRANT PROGRAMS WITH MITIGATION PLAN REQUIREMENTS

FEMA HMA grant programs provide funding to Local entities that have a FEMA-approved HMP. Two of the grants are authorized under the Stafford Act and DMA 2000, while the remaining

three are authorized under the National Flood Insurance Act and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act. As of June 19, 2008, the grant programs were segregated. The Hazard Mitigation Grant Program (HMGP) is a competitive, disaster-funded grant program whereas the other Unified Mitigation Assistance Programs (Pre-Disaster Mitigation [PDM] and FMA, although competitive) rely on specific pre-disaster grant funding sources, sharing several common elements.

*“The DHS&EM FEMA HMA grant programs present a critical opportunity to protect individuals and property from natural hazards while simultaneously **reducing reliance on Federal disaster funds**. The HMA programs provide PDM grants annually. The statutory origins of the programs differ, but all share the common goal of reducing the loss of life and property due to natural hazards.*

The PDM program is authorized by the Stafford Act and focuses on mitigation project and planning activities that address multiple natural hazards, although these activities may also address hazards caused by manmade events. The FMA program is authorized by the National Flood Insurance Act and focuses on reducing claims against the NFIP” (FEMA, 2019h).

1.3.1 Hazard Mitigation Assistance (HMA) Unified Programs

The HMGP provides grants to Local entities to implement long-term hazard mitigation measures after a major disaster declaration. The purpose of the HMGP is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery from a disaster. Projects must provide a long-term solution to a problem; for example, elevation of a home to reduce the risk of flood damages as opposed to buying sandbags and pumps to fight the flood. In addition, a project’s potential savings must be more than the cost of implementing the project. Funds may be used to protect either public or private property or to purchase property that has been subjected to, or is in danger of, repetitive damage. The amount of funding available for the HMGP under a particular disaster declaration is limited. FEMA may provide a State or Local entity with up to 20% of the total aggregate disaster damage costs to fund HMGP project or planning grants. The cost-share for this grant is 75% Federal/25% non-Federal.

The PDM grant program provides funds to Local entities for hazard mitigation planning and mitigation project implementation prior to a disaster event. PDM grants are awarded on a nationally-competitive basis. Like HMGP funding, a PDM project’s potential savings must be more than the cost of implementing the project. In addition, funds may be used to protect either public or private property or to purchase property that has been subjected to, or is in danger of, repetitive damage. The total amount of PDM funding available is appropriated by Congress on an annual basis. In Fiscal Years (FY) 2016 and 2017, PDM program funding totaled approximately \$90 million each year. The cost-share for this grant is 75% Federal/25% non-Federal.

The goal of the FMA grant program is to reduce or eliminate flood insurance claims under the NFIP. Particular emphasis for this program is placed on mitigating repetitive loss properties. The primary source of funding for this program is the

The City of Kenai does not participate in the NFIP.

National Flood Insurance Fund. Grant funding is available for three types of grants, including Planning, Project, and Technical Assistance. Project grants, which use the majority of the program's total funding, are awarded to States and Local entities to apply mitigation measures to reduce flood losses to properties insured under the NFIP. In FY 2016, FMA funding totaled \$199 million. In FY 2017, FMA funding totaled \$160 million. The cost-share for this grant is 75% Federal/25% non-Federal.

1.4 HMP DESCRIPTION

The remainder of this HMP consists of the following sections and appendices:

Prerequisites

Section 2 addresses the prerequisites of plan adoption, which includes adoption by the City Council. The adoption resolution is included in Appendix F.

Community Description

Section 3 provides a general history and background of the City, including historical trends for population and the demographic and economic conditions that have shaped the area.

Planning Process

Section 4 describes the planning process and identifies the Project Team Members, the meetings held as part of the planning process, and the key stakeholders within the City. In addition, this section documents public outreach activities (Appendix A) and the review and incorporation of relevant plans, reports, and other appropriate information.

Hazard Analysis

Section 5 describes the process through which the Project Team identified, screened, and selected the hazards to be profiled in this 2019 HMP. The hazard analysis includes the characteristics, history, location, extent, impact, and recurrence probability statements of future events for each hazard. In addition, historical and hazard location figures are included.

Vulnerability Analysis

Section 6 identifies potentially vulnerable assets—people, residential and nonresidential buildings, critical facilities, and critical infrastructure—in the City. The resulting information identifies the full range of hazards that the City could face and potential social impacts, damages, and economic losses. Land use and development are also discussed.

Mitigation Strategy

Section 7 defines the mitigation strategy which provides a blueprint for reducing the potential losses identified in the vulnerability analysis. The Project Team developed a list of mitigation goals and potential actions to address the risks facing the City. Mitigation actions include preventive actions, property protection techniques, natural resource protection strategies, structural projects, emergency services, and public information and awareness activities.

Plan Maintenance

Section 8 describes the Project Team's formal plan maintenance process to ensure that the 2019 HMP remains an active and applicable document. The process includes monitoring, evaluating (Appendix E), and updating the HMP; implementation through existing planning mechanisms; and continued public involvement.

References

Section 9 lists the reference materials used to prepare this HMP.

Appendix A

Appendix A provides public outreach information, including newsletters, meeting sign-in sheets, trip reports, and presentations.

Appendix B

Appendix B contains a glossary of terms that are used throughout this HMP.

Appendix C

Appendix C provides the FEMA crosswalk, which documents compliance of this HMP with FEMA criteria.

Appendix D

Appendix D contains the Benefit-Cost Analysis Fact Sheet used to prioritize mitigation actions.

Appendix E

Appendix E provides plan maintenance documents, such as an annual review sheet, the progress report form, and a community survey.

Appendix F

Appendix F provides the adoption resolution by the City Council and FEMA's approval letter.

2.1 ADOPTION BY CITY COUNCIL AND SUPPORTING DOCUMENTATION

Requirements for the adoption of this 2019 HMP by the local governing body, as stipulated in the DMA 2000 and its implementing regulations, are described below.

DMA 2000 REQUIREMENTS: PREREQUISITES

Local Plan Adoption

Requirement §201.6(c)(5): The local hazard mitigation plan shall include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan (e.g., City Council).

Element

- Has the local governing body adopted the local hazard mitigation plan?
- Is supporting documentation, such as a resolution, included?

Source: FEMA, 2015.

The City is the local jurisdiction represented in this 2019 HMP. This HMP meets the requirements of the 2018 *State of Alaska HMP*, Section 322 of DMA 2000, and 44 CFR Section §201.6, respectively.

The local governing body of the City is the City Council. The City Council adopted the 2019 HMP by resolution on February 5, 2020. A scanned copy of the resolution is included in Appendix F.

This section describes the location, history, demographics, and economy of the City.

3.1 LOCATION

Kenai is located on the western coast of the Kenai Peninsula in Southcentral Alaska, fronting Cook Inlet. It lies on the western boundary of the Kenai National Wildlife Refuge, on the Kenai Spur Highway. It is approximately 65 air miles and 160 highway miles southwest of Anchorage via the Sterling Highway at approximately 60.5537 North



Latitude and -151.2546 West Longitude. Kenai is located in the Kenai Peninsula Borough (KPB) Recording District (Department of Community, Commerce, and Economic Development [DCCED], Division of Community and Regional Affairs [DCRA], 2019).

The City covers approximately 29.9 square miles of land and 5.6 square miles of water. Kenai falls within the gulf coast transitional climate zone, characterized by a semi-arid atmosphere; long, cold winters; and mild summers. Summer temperatures typically range from 46 to 65 degrees Fahrenheit (°F), and winter temperatures from 4 to 22°F. Annual precipitation is 20 inches. Kenai's northern climate is tempered by Upper Cook Inlet to the west and the Kenai Mountain Range to the south and east. Average wind speeds are 7.8 miles per hour (mph) (WeatherSpark, 2019).

3.2 HISTORY

Prior to Russian settlement, Kenai was a Dena'ina Athabascan village. Russian fur traders first arrived in 1741. At that time, about 1,000 Dena'ina lived in the village of Shk'ituk't, near the river. The traders called the people "Kenaitze" or "Kenai people." In 1791, a fortified Russian trading post, Fort St. Nicholas, was constructed for fur and fish trading. It was the second permanent Russian settlement in Alaska. In 1849, the Holy Assumption Russian Orthodox Church was established by Egumen Nicholai. In 1869, the U.S. Military established a post for the Dena'ina in the area, called Fort Kenay, which was abandoned in 1870 after Alaska was purchased by the U.S. A post office was established in 1899. Through the 1920s, commercial fishing was the primary activity. In 1940, homesteading enabled the area to develop. The first

dirt road from Anchorage was constructed in 1951. In 1957, oil was discovered at Swanson River, 20 miles northeast of the City - the first major Alaska oil strike. The City was incorporated in 1960. In 1965, offshore oil discoveries in Cook Inlet fueled a period of rapid growth. After rapid increases during the economic booms of the 1960s through the 1980s, population growth in Kenai began to stabilize by 2000, with more long-term residents and a generally older population. Several other communities, such as Soldotna, Nikiski, Kasilof, and Sterling, are within 20 miles of the City, giving the northwest peninsula a population of roughly 34,000. Kenai has been a growing center for oil exploration, production, and services since that time.

3.3 DEMOGRAPHICS

The 2010 U.S. Census recorded 7,100 residents for the City. The 2016 American Community Survey (ACS) recorded 7,551 residents, of which the median age was 37, indicating a relatively young population that is expected to continue increasing as depicted in Figure 1. Over 74% of the population is 18 years of age or older (ACS, 2016).

The City is a blended community. About 77% of residents recognize themselves as White, 11% of residents recognize themselves as Alaska Native, and 8% recognize themselves as two or more races. The percentage of males is 51.6%, and the percentage of females is 48.4%. The 2010 U.S. Census indicated that there are 3,508 households with the average household having approximately three individuals.

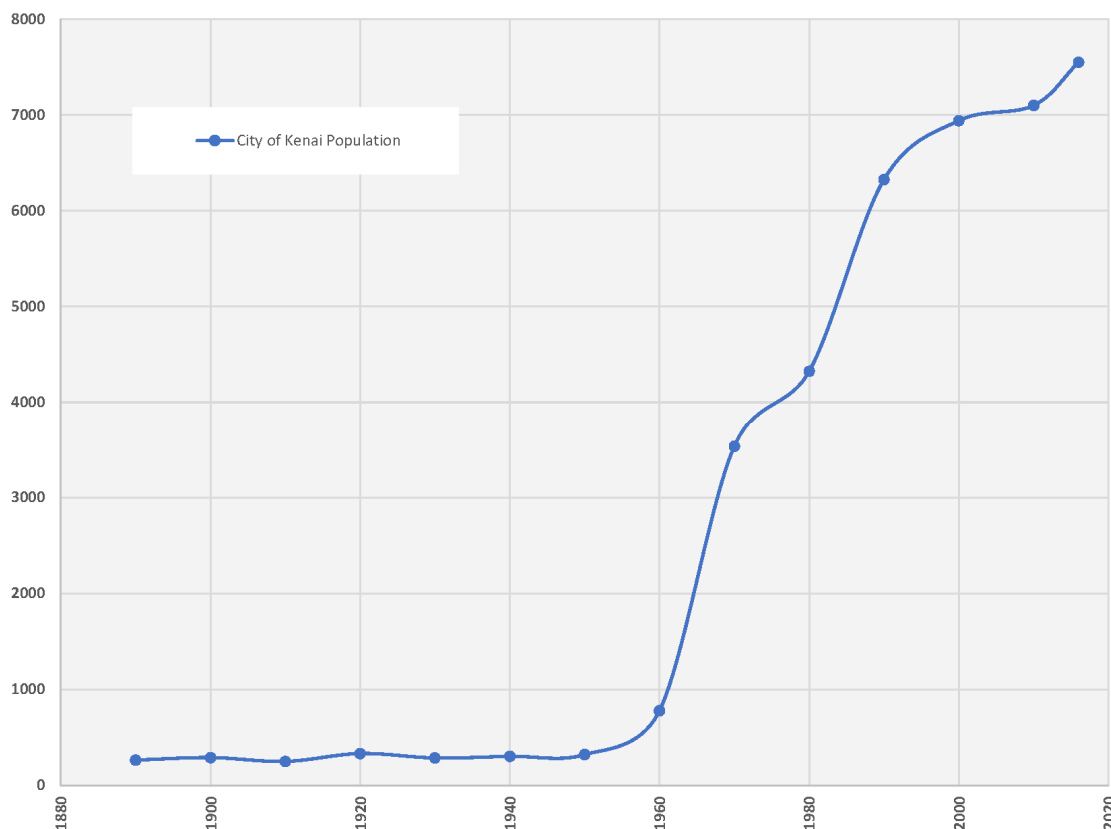


Figure 1. Kenai's Historic Population

3.4 ECONOMY

The City of Kenai's economic well-being is closely tied to general economic conditions in the Kenai/Soldotna area. This area continues to be the trade and service center for the western Kenai peninsula and a local government center. The area has an industrial base and a healthy visitor industry centered on the recreational fisheries of the Kenai River and Cook Inlet.

According to the 2010 U.S. Census, the median household income for the City was \$58,732. Approximately 991 individuals (14%) were reported to be living below the poverty level. The potential work force (those aged 16 years or older) for the City was estimated to be 5,820, of which 3,716 were actively employed.

The Kenai River is a major sport fishing location for Anchorage residents and tourists. The river is world-renowned for trophy king and silver salmon. The Kenaitze (Tanaina Athabascans) live borough-wide and utilize the rich resources of Cook Inlet.

This section provides an overview of the planning process; identifies the Planning Team members and key stakeholders; documents public outreach efforts; and summarizes the review and incorporation of existing plans, studies, and reports used to develop this HMP. Additional information regarding the Planning Team and public outreach efforts is provided in Appendix A. Requirements for the planning process, as stipulated in DMA 2000 and its implementing regulations, are described below.

DMA 2000 Requirements: Planning Process

Local Planning Process

Requirement §201.6(c)(1): [The plan shall document] the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.

Element

- Does the plan provide a narrative description of the process followed to prepare the plan?
- Does the plan indicate who was involved in the planning process?
- Does the plan indicate how the public was involved?
- Does the plan discuss the opportunity for neighboring communities, agencies, businesses, academia, nonprofits, and other interested parties to be involved in the planning process?
- Does the planning process describe the review and incorporation, if appropriate, of existing plans, studies, reports, and technical information?

Source: FEMA, 2015.

4.1 OVERVIEW OF PLANNING PROCESS

The DMVA DHS&EM provided funding and project oversight to LeMay Engineering & Consulting, Inc. Ms. Jennifer LeMay, PE, PMP guided the Hazard Mitigation Project Team to assist the City with development of the HMP.

The following five-step process occurred from August through December 2019.

1. **Organize resources:** Members of the Hazard Mitigation Project Team identified resources, including staff, agencies, and local community members, who could provide technical expertise and historical information needed in developing the HMP.
2. **Assess risks:** The Hazard Mitigation Project Team identified hazards specific to the City and developed a risk assessment for the identified hazards, including the vulnerability analysis, prior to and during the development of the mitigation strategy.
3. **Assess capabilities:** The Hazard Mitigation Project Team reviewed current administrative and technical, legal and regulatory, and fiscal capabilities to determine whether existing provisions and requirements adequately address relevant hazards.
4. **Develop a mitigation strategy:** After reviewing the risks posed by each hazard, the Hazard Mitigation Project Team developed a comprehensive range of potential mitigation goals and actions based on hazard events. Goals were then integrated into mitigation actions and were then prioritized based on community concerns with the top three hazards being fire, erosion of the Kenai Bluffs, and earthquakes.

5. Monitor, evaluate, and update the HMP: The Hazard Mitigation Project Team developed a process to monitor the HMP to ensure it will be used as intended while fulfilling community needs. The Hazard Mitigation Project Team then developed a process to evaluate the HMP on a yearly basis to compare how their decisions affect hazard impacts. They then outlined a method to share their successes with community members to encourage support for mitigation activities and to provide data for incorporating mitigation actions into existing planning mechanisms and providing data for the HMP's five-year update. Opportunities are described in the Continued Public Involvement Section of this HMP (Section 8).

4.2 HAZARD MITIGATION PLANNING TEAM

Table 1 lists the Hazard Mitigation Planning Team members and contact information.

Table 1. Hazard Mitigation Planning Team

NAME	TITLE	ORGANIZATION	EMAIL
Elizabeth Appleby	City Planner	City of Kenai	eappleby@kenai.city
David Ross	Police Chief	City of Kenai	dross@kenai.city
Jeff Tucker	Fire Chief	City of Kenai	jtucker@kenai.city
Jeremiah Hamilton	Fire Marshal	City of Kenai	jhamilton@kenai.city
Bob Frates	Parks and Recreation Director	City of Kenai	bfrates@kenai.city
Mary Bondurant	Kenai Municipal Airport Director	City of Kenai	mbondurant@kenai.city
Scott Curtin	Public Works Director	City of Kenai	scurtin@kenai.city
Jennifer LeMay, PE, PMP	Mitigation Planner	LeMay Engineering & Consulting, Inc.	jlemay@lemayengineering.com
Rick Dembroski	State of Alaska PDM Project Manager	DHS&EM	rick.dembroski@alaska.gov
Brent Nichols, CFM	State of Alaska Hazard Mitigation Officer	DHS&EM	brent.nichols@alaska.gov

4.3 PUBLIC INVOLVEMENT & OPPORTUNITY FOR INTERESTED PARTIES TO PARTICIPATE

Table 2 lists the community's public involvement initiatives to encourage participation and insight for the HMP effort.

Table 2. Public Involvement Mechanisms

Mechanism	Description
Newspaper Advertisement, dated October 25, 2019	On October 25, 2019, the City advertised in the <i>Peninsula Clarion</i> , a newspaper for the KPB with regional circulation. The newspaper advertisement contained the agenda for the October 30, 2019 Planning and Zoning Commission meeting as Item A: SCHEDULED PUBLIC COMMENT:

Mechanism	Description
	Jennifer LeMay, LeMay Engineering & Consulting, Inc. to discuss the City of Kenai Local Hazard Mitigation Plan. This advertisement is contained in Appendix A.
Newsletter #1 Distribution (November 8, 2019)	On November 8, 2019, the City distributed a newsletter describing the Draft 2019 HMP's availability and identifying a 30-day public comment period. The newsletter encouraged the community to provide comments and was posted at the City Hall, the Post Office, and the Kenai Community Library. The newsletter also invited the community to a December 4, 2019 City Council meeting for a public hearing on the HMP. The newsletter was posted on the City's website, City Facebook page, and read on radio to the KPB population.
Public Notice, dated November 29, 2019	On November 29, 2019, the City advertised in the <i>Peninsula Clarion</i> , a newspaper for the KPB with regional circulation. The newspaper advertisement contained the date of the December 4, 2019 City Council meeting but did not contain the agenda.
Radio and Video	The December 4, 2019 City Council meeting was broadcast via radio to the KPB, and a video of the meeting was posted on the City's website.

The 2010 KPB HMP included an annex which identified the City of Kenai's hazards. In 2019, the City of Kenai chose to have its own standalone HMP. Rather than begin the process at the stakeholder level, it was necessary for a rough draft to be developed which could be used by the community to provide constructive feedback. LeMay Engineering & Consulting, Inc. developed a standalone HMP with consultation from the City Planner. The Hazard Mitigation Planning Team fine-tuned the HMP via email and met on October 30, 2019 from 2-4 pm to further discuss input into the HMP.

On October 30, 2019 at 7 pm, Jennifer LeMay gave a hazard mitigation planning presentation as an agenda item for the regularly scheduled Planning and Zoning Commission meeting (see Appendix A for meeting attendees, agenda, Powerpoint® presentation slides, minutes, and trip report). Hazards were confirmed, the risk assessment was summarized, and mitigation actions were presented. The Planning and Zoning Commission recommended sending the HMP to the City Council.

A 30-day public comment period began on November 8, 2019 to allow the community the opportunity to read the HMP and provide comments. The Draft HMP was posted on the City's web page. A newsletter was also posted at City Hall, the Post Office, and the Kenai Community Library notifying the public of the availability of the Draft HMP and inviting the public to provide comments.

Neighboring communities were invited to participate with an advertisement in the *Peninsula Clarion*, a newspaper for the KPB with regional circulation. The City Council meeting was broadcast via radio and youtube to Kenai residents and residents of neighboring communities, and a video of the meeting was posted on the City's website. The KPB was also provided with the opportunity to comment (see Appendix A).

City personnel with the authority to regulate development were involved with the Draft HMP development and included the Fire Marshal, Airport Director, Public Works Director, and City Planner as well as the Planning and Zoning Commission and the Planning Department.

On December 4, 2019 at 6 pm, Jennifer LeMay presented an HMP summary as an agenda item for the regularly scheduled City Council meeting (see Appendix A for meeting attendees, agenda, Powerpoint® presentation slides, minutes, and trip report). A public hearing was held,

and comments are summarized in the trip report in Appendix A. The meeting was broadcast via radio, and a video of the meeting was posted on the City's website.

The HMP was updated based on public comments. This updated document known as the Draft HMP was then submitted to DHS&EM for review before being submitted to FEMA for evaluation.

4.4 INCORPORATION OF EXISTING PLANS AND OTHER RELEVANT INFORMATION

During the planning process, the Hazard Mitigation Project Team reviewed and incorporated information from existing plans, studies, and reports into the HMP. The following were reviewed and used as references for the jurisdiction information and hazard profiles in the risk assessment (see Section 6) of the HMP:

- *Draft KPB Comprehensive Plan, 2019*: provides the goals, visions, and conditions of the KPB. Kenai is a city within the KPB.
- *U.S. Army Corps of Engineers (USACE), Alaska Kenai Bluffs Bank Stabilization Section 116 Feasibility Study, Kenai, Alaska, 2018*: addresses storm damage, coastal erosion, and ice and glacial damage occurring at the Kenai Bluffs site. The Kenai Bluffs, lining the north shore of the Kenai River estuary for roughly 5,000 feet, have been receding at an average rate of approximately three feet per year, due to a combination of coastal storm surge, tidal currents, and other erosive forces. Public and private property, structures and infrastructure, and cultural resources have been lost and continue to be threatened by the receding bluff.
- *FEMA Region X – KPB, Alaska Risk Report for the KPB and the Incorporated Cities of Homer, Kachemak, Kenai, Seldovia, Seward, and Soldotna, 2017*: contains the results of an in-depth risk assessment for flood, earthquake, erosion, tsunami, and dam failure hazards for KPB cities, including a summary of the Risk Assessment Database.
- *City of Kenai Comprehensive Plan, 2016*: documents the City's effort to guide development in the community until 2030 and provides important information about the population, environment, economy, transportation, and land use.
- *City of Kenai's Annex to the KPB Local All-Hazard Mitigation Plan, 2010*: provides a brief overview of natural hazards that have the potential to affect the City.
- *City of Kenai Emergency Operations Plan, 2007*: addresses authorities, roles, and responsibilities for disaster-specific functions.
- *Kenai Area: Community Wildfire Protection Plan, 2006*: provides a risk assessment and mitigation plan for the City regarding wildfire.
- *State of Alaska, DCCED Community Profile*: provides historical and demographic information.

This section identifies and profiles the hazards that could potentially affect the City.

5.1 OVERVIEW OF A HAZARD ANALYSIS

A hazard analysis includes the identification, screening, and profiling of each hazard. Hazard identification is the process of recognizing the natural events that threaten an area. Natural hazards result from unexpected or uncontrollable natural events of sufficient magnitude. Even though a particular hazard may not have occurred in recent history in the study area, all-natural hazards that may potentially affect the study area are considered; the hazards that are unlikely to occur or for which the risk of damage is accepted as being very low, are eliminated from consideration. Human and Technological, and Terrorism-related hazards are beyond the scope of this HMP.

Hazard profiling is accomplished by describing hazards in terms of their characteristics, history, location, extent, breadth, magnitude, frequency, and recurrence probability. Hazards are identified through the collection of historical and anecdotal information, review of existing plans and studies, and preparation of hazard maps of the study area. Hazard maps are used to determine the geographic extent of the hazards and define the approximate boundaries of the areas at risk.

5.2 HAZARD IDENTIFICATION AND SCREENING

Requirements for hazard identification, as stipulated in DMA 2000 and its implementing regulations, are described below.

DMA 2000 Requirements: Risk Assessment: Identifying Hazards	
Identifying Hazards	
Requirement §201.6(c)(2)(i): The risk assessment shall include a) description of the type, location, and extent of all-natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.	
Element	
<ul style="list-style-type: none"> ■ Does the plan include a description of the types of all-natural hazards with the potential to affect the jurisdiction? ■ Does the risk assessment identify the location (i.e., geographic area affected) of each natural hazard addressed in the plan? ■ Does the risk assessment identify the extent (i.e., breadth, magnitude, or severity) of each hazard addressed in the plan? ■ Does the plan provide information on previous occurrences of each hazard? ■ Does the plan include recurrence probability statements of future events (i.e., chance of occurrence) for each hazard addressed? 	
<i>Source: FEMA, 2015.</i>	

For the first step of the hazard analysis, the Hazard Mitigation Project Team reviewed possible hazards that could affect the City according to the 2018 *State of Alaska HMP* (DHS&EM, 2018a). They then evaluated and screened the comprehensive list of potential hazards based on a range of factors, including prior knowledge or perception of their threat and the relative risk presented by each hazard, the ability to mitigate the hazard, and the known or expected availability of information on the hazard (see Table 3). The Hazard Mitigation Project Team determined that the hazards that have the potential to impact the City include: changes in the

cryosphere, earthquakes, flood/erosion, volcanic ashfall, severe weather, and wildland/conflagration fires. The remaining hazards excluded through the screening process were considered to pose a lower threat to life and property in the City due to the low likelihood of occurrence or the low probability that life and property would be significantly affected.

Table 3. Identification and Screening of Hazards

Hazard Type	Should It Be Profiled?	Explanation
Changes in the Cryosphere	Yes	Changes in the cryosphere is designated as a hazard in the 2018 <i>State of Alaska HMP</i> . The City suffers from “silent storms” where high-water storm surges erode and undercut the banks. This hazard is included under floods/erosion in Section 5.3. Both sea ice and river ice collect at the toe of the Kenai Bluffs during the winter months, although to what extent is dependent on temperatures, wind direction and intensity, tides, and ice concentration in Cook Inlet (USACE, 2018).
Earthquakes	Yes	Earthquakes are designated as a hazard in the 2018 <i>State of Alaska HMP</i> with a high probability of occurring in the KPB. The 1964 Great Alaska Earthquake and resulting tsunami caused significant damage in Seldovia. Land subsidence within the KPB occurred in Seward, Homer, Hope, and Seldovia, where some of the most drastic subsidence dropped land six feet. The City was relatively undamaged in the 1964 Great Alaska Earthquake. The 2018 earthquake that was centered in the Matanuska-Susitna Borough caused damage to the City dock and wellhouse.
Floods/Erosion	Yes	Flooding is designated as a hazard in the 2018 <i>State of Alaska HMP</i> with a high probability of occurring in the KPB. The 2017 FEMA Risk Report did not identify flooding as a concern for the City; the Wastewater Treatment Plant was identified in the report as having the potential to be affected by erosion due to its location within a parcel along an identified Cook Inlet erosion zone. The beach has been restored in the area near the Wastewater Treatment Plant, and Public Works does not have any concerns at this time. Only the Kenai Bluffs area will be discussed in the HMP with regards to erosion.
Ground Failure	No	The terrain in the City is not likely to produce ground failure.
Volcanic Ashfall	Yes	The City has been affected by volcanic ashfall from volcanoes in the past. Volcanoes are designated as a hazard in the 2018 <i>State of Alaska HMP</i> with a high probability of occurring in the KPB.
Severe Weather	Yes	Annual weather patterns, such as fog and high winds, are predominant threats. Severe weather is designated as a hazard in the 2018 <i>State of Alaska HMP</i> with a high probability of occurring in the KPB. High winds cause trees to fall on power lines.
Wildland/Conflagration Fires	Yes	Dead and dying spruce trees pose the greatest risk of wild fire on the entire KPB, including the City. Wildland fire is designated as a hazard in the 2018 <i>State of Alaska HMP</i> with a high probability of occurring in the KPB.
Tsunamis	No	The City is not at risk for tsunamis based on its location near the relatively shallow depth of upper Cook Inlet.

5.3 HAZARD PROFILE

Requirements for hazard profiles, as stipulated in DMA 2000 and its implementing regulations, are described below.

The specific hazards selected by the Planning Team for profiling have been examined in a methodical manner based on the following factors:

- Hazard Characteristics;
 - Typical event characteristics;
 - Potential climate change impacts are primarily discussed in the Changes in the Cryosphere hazard profile but are also identified where deemed appropriate within selected hazard profiles;
- History (geologic as well as previous occurrences);
- Location;
- Extent (breadth, magnitude, and severity);
- Impact (general impacts associated with each hazard are described in the following profiles, and detailed impacts to the City's residents and critical facilities are further described in Section 6 as part of the overall vulnerability summary for each hazard); and
- Recurrence probability statement of future events.

The hazards profiled for the City are presented in the rest of Section 5.3. They are placed in alphabetical order which does not signify the importance level or risk.

5.3.1 Changes in the Cryosphere

5.3.1.1 *Hazard Characteristics*

The "cryosphere" is defined as those portions of Earth's surface and subsurface where water is in solid form, including sea, lake, and river ice, snow cover, glaciers, ice caps and ice sheets, and frozen ground (e.g., permafrost). The components of the cryosphere play an important role in climate. Snow and ice reflect heat from the sun, helping to regulate the Earth's temperature. They also hold Earth's important water resources, and therefore, regulate sea levels and water availability in the spring and summer. The cryosphere is one of the first places where scientists are able to identify global climate change.

Hazards of the cryosphere can be subdivided into four major groups:

- Glaciers;
- Permafrost and periglacial;
- Sea ice; and
- Snow avalanche.

Glaciers, permafrost, and snow avalanche are not applicable to the City of Kenai. Of these four major groups, sea ice applies to the City of Kenai.

Sea ice is frozen ocean water that forms, grows, and melts in the ocean. Sea ice grows in Cook Inlet during the winter and melts during the summer. The winds from a fall storm can push sea ice onto the beach. The ice will then gouge the beach and cause other damage. Both sea ice and river ice collect at the toe of the Kenai Bluffs during the winter months, although to what extent is dependent on temperatures, wind direction and intensity, tides, and ice concentration in Cook Inlet. The average Kenai River ice freeze-up is December 10, and the average ice break-up is April 2. Ice can close the river to vessel traffic for short periods from December to early April (USACE, 2018).

5.3.1.2 *Climate Factors*

The cryosphere is strongly tied to climate, and thus, very responsive to climate warming. Changes in climate can modify natural processes and increase the magnitude and recurrence frequency of certain geologic hazards (e.g., floods caused by storm surge, erosion, and increased precipitation), which if not properly addressed, could have a damaging effect on Alaska's communities and infrastructure, as well as on the livelihoods and lifestyles of Alaskans. Wave climate and extreme water level events have the potential to change with climate and influence coastal erosion rates.

During the last several decades, Alaska has warmed twice as fast as the rest of the U.S. The major climatic factor leading to warming is an increase in air temperatures. Even in non-ice-rich soils, process-driven models show more material is available for erosion and transport when soil is thawed, which leads to increased exposure of underlying material to thermal and physical stressors.

5.3.1.3 *Cryosphere Hazard History*

The 2016 *City of Kenai Comprehensive Plan* noted a drying trend in wetlands and that trees are growing at higher altitudes. The 2019 Draft *KPB Comprehensive Plan* states the average May to August temperature has increased nearly 2°F over the last 50 years. The increase in temperature changed the U.S. Department of Agriculture (USDA) plant hardiness zones for the KPB. The 2015 USDA Climate Change Vulnerability Assessment for the Chugach National Forest predicted the following climate conditions: shorter winter months, more snowpack at higher elevations and less snowpack at lower elevations, less rain in spring and more rain in autumn, and a drying trend for the western KPB that may increase the risk of wildland fire.

5.3.1.4 *Location, Extent, Impact, and Recurrence Probability*

Location

Within the City, sea ice primarily occurs in Upper Cook Inlet, and river ice occurs at the mouth of the Kenai River. Snow occurs everywhere on land.

Extent

The entire state of Alaska is at risk of affects from climate change. The state has grown wetter, with a 30% increase in average precipitation between 1968 and 1990. The growing season has

lengthened by about 14 days. Models predict continued warming, including an increase in temperature by 1.5 to 5°F by 2030 and 5 to 18°F by 2100.

Impact

Impacts of a warming climate may include:

- Springs, seeps, or wet ground that is not typically wet;
- New cracks or bulges in the ground or pavement;
- Soil subsiding from a foundation;
- Secondary structures (decks, patios) tilting or moving away from main structures;
- Broken water line or other underground utility;
- Leaning structures that were previously straight;
- Offset fence lines;
- Sunken or dropped-down road beds;
- Rapid increase in stream levels, sometimes with increased turbidity;
- Rapid decrease in stream levels even though it is raining or has recently stopped; and
- Sticking doors and windows, visible spaces indicating frames out of plumb.

Recurrence Probability

Changes to the cryosphere are occurring and will continue to do so.

5.3.2 Earthquake

Alaska is one of the most seismically active regions in the world and is at risk of societal and economic losses due to damaging earthquakes. On average, Alaska has one “great” magnitude [(M) >8] earthquake every 13 years and one M 7-8 earthquake every year. Earthquakes have killed more than 130 people in Alaska during the past 60 years (DHS&EM, 2018a).

It is not possible to predict the time and location of the next big earthquake, but the active geology of Alaska guarantees that major damaging earthquakes will continue to occur and can affect almost anywhere in the state. Scientists have estimated where large earthquakes are most likely to occur, along with the probable levels of ground shaking to be expected. With this information, as well as information on soil properties and landslide potential, it is possible to estimate earthquake risks in any given area.

Alaska earthquake statistics include:

- Alaska is home to the second-largest earthquake ever recorded (1964 Great Alaska Earthquake, M 9.2);
- Alaska has 11% of the world’s recorded earthquakes; and

- Three of the eight largest earthquakes in the world occurred in Alaska.

Since 1900, Alaska has had an average of:

- 45 M 5-6 earthquakes per year;
- 320 M 4-5 earthquakes per year; and
- 1,000 earthquakes located in Alaska each month.

Source: Alaska Earthquake Center (AEC)

5.3.2.1 Hazard Characteristics

An earthquake is a sudden motion or trembling caused by a release of stress accumulated within or along the edge of Earth's tectonic plates. The effects of an earthquake can be felt far beyond the site of its occurrence. Earthquakes usually occur without warning, and after only a few seconds, can cause massive damage and extensive casualties. The most common effect of earthquakes is ground motion, or the vibration or shaking of the ground during an earthquake.

Ground motion generally increases with the amount of energy released and decreases with distance from the rupture area. An earthquake causes waves in the earth's interior (i.e., seismic waves) and along the earth's surface (i.e., surface waves). Two kinds of seismic waves occur: P (primary) waves are longitudinal or compressional waves similar in character to sound waves that cause back and forth oscillation along the direction of travel (vertical motion), and S (secondary) waves, also known as shear waves, are slower than P waves and cause structures to vibrate from side to side (horizontal motion). There are also two types of surface waves: Raleigh waves and Love waves. These waves travel more slowly and typically are more damaging than seismic waves because they cause larger motions and their frequency is close to harmonic frequencies for human structures and for sedimentary deposits.

In addition to ground motion, several secondary natural hazards can occur from earthquakes such as:

- **Strong Ground Motion** is ground shaking. Strong ground motion intensity is directly correlated with earthquake magnitude (i.e., the larger the earthquake magnitude, the more intense and widespread the ground shaking will be). The strong ground motion severity is also dependent on the distance from the energy source.
- **Surface Rupturing** occurs when the subsurface patch of fault that slips in an earthquake intersects the earth's surface. This causes discrete, differential ground movement during intense earthquake shaking. The relative crustal block motion is dictated by the rupture's fault type, which can be horizontal, vertical, or a combination of both. Earthquakes larger than a M of 6.5 have sufficient energy to create surface ruptures, but whether or not this occurs is dependent on the earthquake's depth. The shallower a depth at which a significant earthquake occurs, the more likely it is to create a surface rupture. Permanent displacement along faults can be substantial. Surface ruptures, as a product of intense strong ground motion, can cause severe damage to existing structures.

- **Landslides/Debris Flows** occur as a result of horizontal seismic inertia forces induced in the slopes by ground shaking. The most common earthquake-induced landslides include shallow, disrupted landslides such as rock falls, rockslides, and soil slides. Debris flows are created when surface soil on steep slopes becomes completely saturated with water. Once the soil liquefies, it loses the ability to hold together and can flow downhill at very high speeds, taking vegetation and/or structures with it. Slide risks increase after an earthquake during a wet winter.

The severity of an earthquake can be expressed in terms of intensity and M. Intensity is based on the damage and observed effects on people and the natural and built environment. It varies from place to place depending on the location with respect to the earthquake rupture (where the fault moved). While the area directly above the rupture usually experiences the most intense earthquake effects (e.g., shaking), the total area affected can cover hundreds of thousands of square miles, depending on the earthquake's M.

Larger earthquakes are less common than smaller earthquakes, such that the smallest earthquakes are extremely frequent, while the largest earthquakes are relatively infrequent.

Earthquakes are also classified by their felt effects (e.g., perceived shaking intensity). However, the effects of an earthquake are directly related to the distance from the earthquake rupture, among other parameters such as the type of crust where the earthquake occurs. In general, the closer one is to an earthquake's epicenter, the more severe the felt effects and damage will be. An earthquake's intensity is described by the Modified Mercalli Intensity (MMI) Scale. As shown in Table 4, the MMI Scale consists of 10 increasing levels of intensity that range from imperceptible to catastrophic destruction. Peak ground acceleration (PGA) is also used to measure earthquake intensity by quantifying how hard the earth shakes in a given location. PGA can be measured as acceleration due to gravity (g) (MMI, 2006).

Table 4. Perceived Shaking, Potential Damage, and Peak Ground Acceleration

PERCEIVED SHAKING	Not felt	Weak	Light	Moderate	Strong	Very strong	Severe	Violent	Extreme
POTENTIAL DAMAGE	none	none	none	Very light	Light	Moderate	Mod./Heavy	Heavy	Very Heavy
PEAK ACC.(%g)	<0.05	0.3	2.8	6.2	12	22	40	75	>139
PEAK VEL.(cm/s)	<0.02	0.1	1.4	4.7	9.6	20	41	86	>178
MMI scale	I	II-III	IV	V	VI	VII	VIII	IX	X+

M is the measure of the earthquake's strength and is related to the amount of seismic energy released at the earthquake's hypocenter, the actual location of the energy released inside the earth. It is based on the amplitude of the earthquake waves recorded on instruments, known as the Richter magnitude test scales, which have a common calibration.

5.3.2.2 History

The KPB is subject to numerous earthquake events of varying magnitudes. Several fault lines traverse the KPB, including the Lake Clark Fault, Bruin Bay Fault, Sterling Fault, Border Ranges Fault, and Eagle River Fault. The region's tectonic activity, documented back to 1933, includes 258 earthquakes centered within the KPB that registered over a M of 4.5 (FEMAj, 2017).

A 7.1 earthquake with an epicenter north of Anchorage on November 30, 2018 damaged some City facilities. Damage was not as extensive as that in the Municipality of Anchorage or the Matanuska-Susitna Borough since the epicenter was farther away from Kenai. The Kenai City Dock was damaged with structural cracks in the concrete. Well House #1 and the building surrounding the well house were damaged. A water main break in a residential neighborhood resulting from the earthquake about a week after its occurrence was fixed by the City's Public Works Department.

One of the largest earthquake events in the KPB region occurred 53 miles west of Anchor Point on January 24, 2016, with a M of 7.1. This earthquake, referred to as the 2016 Old Iliamna Earthquake, occurred 123.4 kilometers below ground, approximately 54 miles west of Anchor Point. It was reported that the shaking could be felt from Fairbanks to Juneau. The earthquake caused immediate regionwide power outages, gas leaks, and fires, which destroyed four homes. Additionally, businesses reported damaged merchandise, and the Kalifornsky Beach Road dropped down a foot, creating a 150-foot-long-crack. The Red Cross provided shelters for those whose homes were damaged, and for residents unable to return home due to closed roads. No fatalities were reported, and the structural damage was minimal.

As a result of the 2016 Old Iliamna Earthquake, the City felt the greatest impact when a gas line broke on Lilac Lane and released 406,000 cubic feet of natural gas (KBBI, 2016). The Pipeline and Hazardous Materials Safety Administration and the Regulatory Commission of Alaska didn't cite any corrosion or pre-existing problem with the line. There were two house explosions, and a fire claimed two more, resulting in a total of four homes on Lilac Lane being completely destroyed. Lindsay Hobson, a spokeswoman for Enstar Natural Gas, stated, "But for the earthquake, there wouldn't have been any damage to the line at all. The earthquake moved the line, and we had the resulting release of gas."

Since 1931, 27 earthquakes have been recorded with a M of 5.0 or greater within a 50-mile radius of the approximate center of the City (60.559454° N, 151.233000° W) (Table 5).

Table 5. Historical Earthquakes within a 50-Mile Radius of the Approximate Center of the City

Date	Latitude	Longitude	Depth	M	Place
2017-05-30	60.8341	-151.8152	81.2	5.2	33km WNW of Nikiski, Alaska
2017-05-07	60.1828	-151.6783	67.2	5.3	29km SW of Cohoe, Alaska
2014-05-10	60.0101	-152.126	89.1	5.8	30km NNW of Anchor Point, Alaska
2012-12-04	61.24	-150.7682	63.7	5.8	Southern Alaska
2011-06-16	60.7649	-151.076	58.9	5.1	Kenai Peninsula, Alaska
2009-08-19	61.2279	-150.8579	66.4	5.1	Southern Alaska
2004-05-30	61.056	-152.2015	124.9	5.3	Southern Alaska
2004-03-05	60.5023	-151.64	61.7	5	Kenai Peninsula, Alaska
2001-01-25	60.114	-152.363	86.9	5.5	Southern Alaska
1999-04-18	60.387	-151.852	73.4	5.3	Kenai Peninsula, Alaska
1995-05-24	61.007	-150.119	41.8	5.6	Southern Alaska
1994-04-25	60.899	-151.142	67.9	5.4	Kenai Peninsula, Alaska
1991-12-07	60.954	-150.344	50.9	5.2	Kenai Peninsula, Alaska
1990-08-13	60.115	-152.006	87.6	5.5	Southern Alaska
1990-03-09	60.307	-152.286	84.9	5.3	Southern Alaska
1984-04-18	60.833	-152.067	95	5.1	Southern Alaska
1971-06-02	61.055	-151.147	29	5	Southern Alaska
1960-06-30	60.3	-150.9	55	5.9	Kenai Peninsula, Alaska

1958-11-19	60.46	-150.91	46	5.9	Kenai Peninsula, Alaska
1958-01-24	60.16	-151.76	52	6.4	Kenai Peninsula, Alaska
1954-10-03	60.651	-150.392	61.5	6.4	Kenai Peninsula, Alaska
1941-07-30	60.927	-151.033	35	6.4	Kenai Peninsula, Alaska
1940-10-11	60	-150.5		6	Kenai Peninsula, Alaska
1934-06-18	60.855	-151.316	15	6	Kenai Peninsula, Alaska
1933-06-13	61	-151		6.25	Southern Alaska
1933-04-27	61.131	-151.004	15	6.8	Southern Alaska
1931-12-24	60	-152	100	6.25	Kenai Peninsula, Alaska

5.3.2.3 Location, Extent, Impact, and Recurrence Probability

Location

The Uniform Building Code rates the entire state of Alaska in Earthquake Zone 4, the highest hazard level. Figure 2 shows the locations of active and potentially active faults in Alaska. Approximately 75% of Alaska's detected earthquakes occur in the Alaska Peninsula, Aleutian, Cook Inlet, and Anchorage areas. About 15% occur in Southeast Alaska, and the remaining 10% occur in the Interior. The greatest earthquake in North American history occurred in the Alaska-Aleutian Seismic zone. That earthquake was a M of 9.2, lasting between four and five minutes and was felt over a 7,000,000 square mile area. The megathrust zone where the North Pacific Plate plunges beneath the North American Plate still has the potential to generate earthquakes up to a M of 9.

Extent

Although Southcentral Alaska is in a high seismic risk zone, the City was relatively undamaged in the 1964 Great Alaska Earthquake; however, the potential for seismic events remains high.

"Alaska has changed significantly since the damaging 1964 earthquake, and the population has more than doubled. Many new buildings are designed to withstand intense shaking; some older buildings have been reinforced, and development has been discouraged in some particularly hazardous areas.

Despite these precautions, and because practices to reduce vulnerability to earthquakes are not applied consistently in regions of high risk, future earthquakes may still cause life-threatening damage to buildings, cause items within buildings to be dangerously tossed about, and disrupt basic utilities and critical facilities.

FEMA estimates that with the present infrastructure and policies, Alaska will have the second highest average annualized earthquake-loss ratio (ratio of average annual losses to infrastructure) in the country. Reducing those losses requires public commitment to earthquake-conscious siting, design, and construction. The Seismic Hazards Safety Commission is committed to addressing these issues. Earthquake-risk mitigation measures developed by similar boards in other states have prevented hundreds of millions of dollars in losses and significant reductions in casualties when compared to other seismically active areas of the world that do not implement effective mitigation measures. The San Francisco (1989), Northridge (1994), and Nisqually (2001) earthquakes caused comparatively low losses as a result of

mitigation measures implemented in those areas. Many of these measures were recommended by the states' seismic safety commissions."

Source: HAZUS 99 Estimated Annualized Earthquake Losses for the U.S., FEMA Report 66. September 2000. Via DHS&EM, 2018a.

Figure 2. Active and Potentially Active Faults in Alaska



Impact

Two earthquake risk assessments were performed by FEMA using multi-hazard software (HAZUS) (FEMAj, 2017). The first assessment used a U.S. Geological Survey (USGS) ShakeMap created from the January 2016 M 7.1 Old Iliamna earthquake event and provides an estimate of expected earthquake losses. The second assessment simulated the 1964 Great Alaska Earthquake with a M of 9.2 (using a USGS-developed shaking scenario) to predict losses if the event were to happen in 2017. The results for the City are summarized in Table 6. See Table 7 for a detailed breakout of impacted facilities for the City.

Table 6. Hazus Earthquake Results for M7.1 and M9.2 Earthquakes in the City of Kenai

Total Estimated Value of Improved Parcels	Total Number of Improved Parcels	M 7.1 Event		M 9.2 Event	
		Total Dollar Loss	Loss Ratio (Dollar Losses/Total Value)	Total Dollar Loss	Loss Ratio (Dollar Losses/Total Value)
\$1,525,005,650	3,652	\$2,482,040	0.16%	\$52,539,885	3.45%

Recurrence Probability

While it is not possible to predict an earthquake, the USGS has developed Earthquake Probability Maps that use the most recent earthquake rate and probability models. These

models are derived from earthquake rate, location, and M data as well as from mapping of active faults, from the USGS National Seismic Hazard Mapping Project.

Table 7. FEMA RiskMap Identified Areas of Mitigation Interest

Category	Name	Total Value (Building and Contents)	Estimated Loss from M9.2 Earthquake	M9.2 Earthquake Loss Ratio
Water Treatment Facility	Kenai Wastewater Treatment Facility	\$14,625,200	\$453,829	3.1%
School	Kenai Central High School*	\$115,594,200	\$4,971,042	4.3%
School	Kenai Middle School*	\$46,243,200	\$1,988,654	4.3%
City Office	Kenai City Hall	\$3,279,950	\$123,822	3.78%
Fire Station	Kenai Fire Department	\$3,279,950	\$123,822	3.78%
City Office	Kenai Fire Department	\$3,279,950	\$123,822	3.78%
Police Station	Kenai Police Station	\$3,279,950	\$123,822	3.78%
Emergency Shelter	LDS Chapel	\$3,459,400	\$129,867	3.75%
Emergency Shelter	Kaleidoscope Charter School	\$20,886,600	\$783,338	3.75%
Federal Office	U.S. Army Corps of Engineers' Kenai Field Office	\$879,600	\$32,401	3.68%
Park	Beaver Creek Park	\$15,800	\$552	3.49%
School	Mountain View Elementary*	\$27,087,400	\$942,826	3.48%

Note: Hazards are considered identified if the following applies:

1. Earthquake: Subject has a M 9.2 Earthquake Loss Ratio greater than 3.48%.

* Facility is also a designated Emergency Shelter.

The results of each code type are summarized in Table 8.

Table 8. Moderate- and High-Code Buildings in the City of Kenai

Total Moderate-Code Buildings	Percent Moderate-Code Buildings	Total High-Code Buildings	Percent High-Code Buildings	Total Number of Buildings
1,077	29.49%	2,575	70.51%	3,652

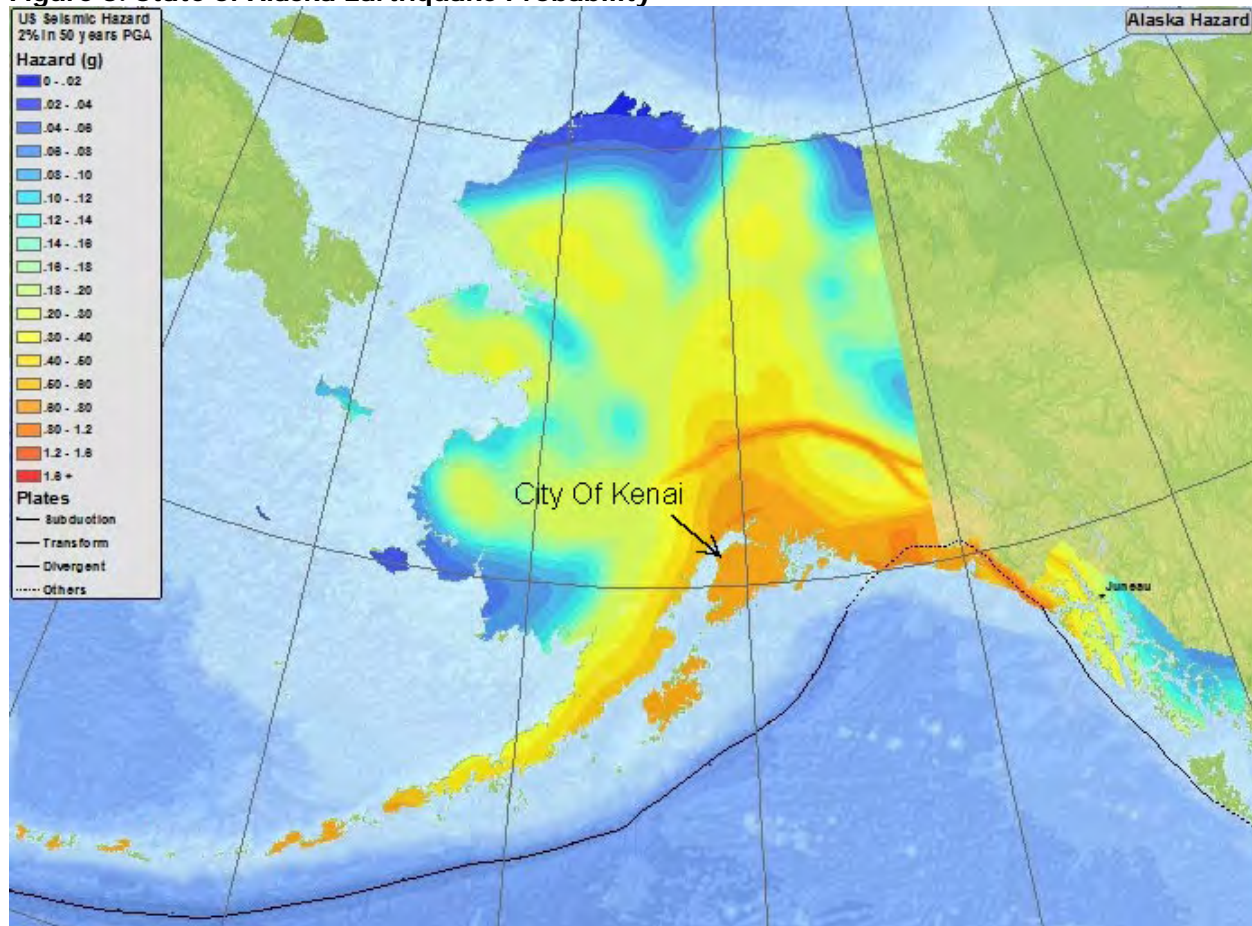
Notes: 1. Pre-code buildings were built before 1941, without a wooden frame.

2. Moderate-code means buildings were constructed after 1941, but with a wood frame and may include some earthquake building components.

3. High-code means buildings built after 1975.

The measure of peak ground acceleration is relative to the acceleration due to gravity (1 g). At 1 g vertical acceleration, objects will be lofted off the ground as it moves down, and then experience twice their own weight when the ground moves up. One g of horizontal acceleration will make flat ground feel as though it is sloped at 45 degrees – steep enough that most things would fall. Figure 3 indicates that the USGS earthquake probability model places the probability of an earthquake in the City of Kenai with a likelihood of experiencing severe shaking (0.60g to 0.80g peak ground acceleration) at a 2% probability in 50 years, based on the USGS Alaska hazard model. A 2% probability in 50 years is the rare, large earthquake, and statistically, it happens on average every 2,500 years.

Figure 3. State of Alaska Earthquake Probability



5.3.3 Flood and Erosion

5.3.3.1 Hazard Characteristics

Floods

Approximately 6,600 miles of Alaska's coastline and many low-lying areas along Alaska's riverbanks are subject to severe flooding and erosion. The U.S. Government Accountability Office reported in 2003 that flooding and erosion affect 184 out of 213 (86%) of Alaska Native villages. Many of the problems are long-standing, although studies indicate that increased flooding and erosion are being caused in part by changes in the cryosphere (DHS&EM, 2018a).

Flooding is the overflow of excess water from a stream, river, lake, reservoir, glacier, or coastal body of water onto adjacent floodplains or normally dry land. Floodplains are lowlands adjacent to water bodies that are subject to recurring floods. Floods are natural events that are considered hazards only when people and property are affected. Flooding is Alaska's most common disaster, often costing in excess of one million dollars annually, causing major disruptions to society and occasionally loss of life (DHS&EM, 2018a).

Many floods are predictable based on rainfall patterns. In the City, most of the annual precipitation is received from August through October with September being the wettest. This rainfall leads to flooding in winter. Spring snowmelt increases runoff, which can cause flooding.

To develop flood predictions, the National Weather Service (NWS) and DHS&EM operate a flood-forecasting network in the most populated parts of Alaska (River Watch), including the KPB. Predictions are also difficult for many of the smaller rivers because of the short time span between when the precipitation occurs and the flooding starts.

Erosion

Erosion is the action of surface processes (such as water) that remove soil, rock, or dissolved material from one location and transport it to another location. Erosion can be gradual or occur quite quickly as the result of a flash flood, storm, or other event. Most of the geomorphic change to a river system is due to peak flow events that can dramatically increase the erosion rate. Erosion is a problem in developed areas where disappearing land threatens development and infrastructure (DHS&EM, 2018a). Erosion rarely causes death or injury. However, erosion causes the destruction of property, development, and infrastructure. There are three main types of erosion that affect human activity in the City:

- Coastal erosion;
- Riverine erosion; and
- Wind erosion.

Coastal and Riverine Erosion

Coastal erosion is the wearing away of coastal land. This term is commonly used to describe the horizontal retreat of the shoreline along the ocean, or the vertical down cutting along the shores. Erosion is considered a function of larger processes of shoreline change, which includes erosion and accretion. Erosion results when more sediment is lost along a particular shoreline than is redeposited by the water body. Accretion results when more sediment is deposited along a particular shoreline than is lost. When these two processes are balanced, the shoreline is stable. Some erosion is related to redistributing sediment on a beach; moving sediment from bluffs to sand flats, especially under the influence of sea-level rise. In assessing the erosion hazard, it is important to realize that there is a temporal, or time aspect associated with the average rate at which a shoreline is either eroding or accreting. Over a long-term period (years), a shoreline is considered to be eroding, accreting, or stable. A hazard evaluation should focus on the long-term erosion situation. However, in the short-term, it is important to understand that storms can erode a shoreline that is, over the long-term, classified as accreting, and vice versa.

Riverine erosion results from the force of flowing water into and adjacent to river channels. This erosion affects the bed and banks of the channel and can alter or preclude any channel navigation or riverbank development. In less stable braided channel breaches, erosion and deposition of materials are a constant issue. In more stable meandering channels, episodes of erosion may occur occasionally.

Erosion is measured as a rate, with respect to either a linear retreat (i.e., feet of shoreline recession per year) or volumetric loss (i.e., cubic yards of eroded sediment per linear foot of shoreline frontage per year). Erosion rates are not uniform, and vary both over time at any single location and at any given time along the coast. Annual variations are the result of seasonal changes in wave action and water levels.

Erosion is caused by coastal storms and flood events; changes in the geometry of tidal inlets, river outlets, and bay entrances; man-made structures and human activities such as shore protection structures and dredging; and local scour around buildings and other structures. Major erosion occurs when there is a high tide and large storm waves that carry away the base material of the bluff making the slopes steeper. These steeper slopes are more susceptible to erosion by wind and surface or groundwater.

Wind Erosion

Wind erosion is when wind is responsible for the removal, movement, and redepositing of land. It occurs when soils are exposed to high-velocity wind. The wind will pick up the soil and carry it away. The wind moves soil particles 0.1-0.5 millimeters (mm) in size in a hopping or bouncing fashion (known as saltation) and those greater than 0.5 mm by rolling (known as soil creep). The finest particles (less than 0.1 mm) are carried in suspension. Wind erosion can increase during periods of drought.

Wind erosion can cause a loss of topsoil, which can hinder agricultural production. Loess, deposits of silt laid down by wind action, can reduce visibility causing automobile accidents, hinder machinery, and have a negative effect on air and water quality, creating animal and human health concerns. Wind erosion also causes damage to public utilities and infrastructure.

Combined Coastal, Riverine, and Wind Erosion

Most of the City is unaffected by erosion. The City's Historic District and residential areas adjacent to the Kenai Bluffs have been affected by coastal erosion. The City has lost land and structures due to the erosion. Roads have been abandoned, and sewer mains relocated. In 2000, a sewer line was relocated due to the erosion on Mission Street. The relocation of the line and subsequent roadwork was in excess of \$300,000; repairs were funded using the State of Alaska Capital Improvements program.

An example of coastal, riverine, and wind erosion working together is represented in Figure 4 on the Kenai Bluffs. The Kenai Bluffs are 5,000 linear feet of bluff (high bank) located in the City along the north bank of the Kenai River at the mouth to Cook Inlet (see Figure 5). Figures 6 and 7 show photographs taken in 2018 with the erosive forces labeled.

The Kenai Bluffs height ranges between 55 to 70 feet, and the bluff face is receding at an average rate of three feet per year. A review of aerial photographs that extended over a 56-year period of record indicate that the erosion rate ranges from two to four feet per year. The erosion is episodic, and the amount of bluff loss at any particular location can vary from chronic to an acute large loss of bluff face over a short period. Public and private property, structures and infrastructure, and cultural resources have been lost and continue to be threatened by the receding bluff. The bluff consists of unconsolidated sediments that remain unstable because it is exposed to Cook Inlet coastal storms and extreme floodtides that have the fourth largest range in the world of 31.4 feet. Tidal currents and wave action during flood tides attack the toe of the bluff, removing sediments that originate from the bluff face and accumulate at its toe. Coastal storms also degrade the structural integrity of the exposed lower bluff face. In order for the bluff to stabilize, an effective structural project alternative will

Figure 4. Erosion Mechanism Schematic

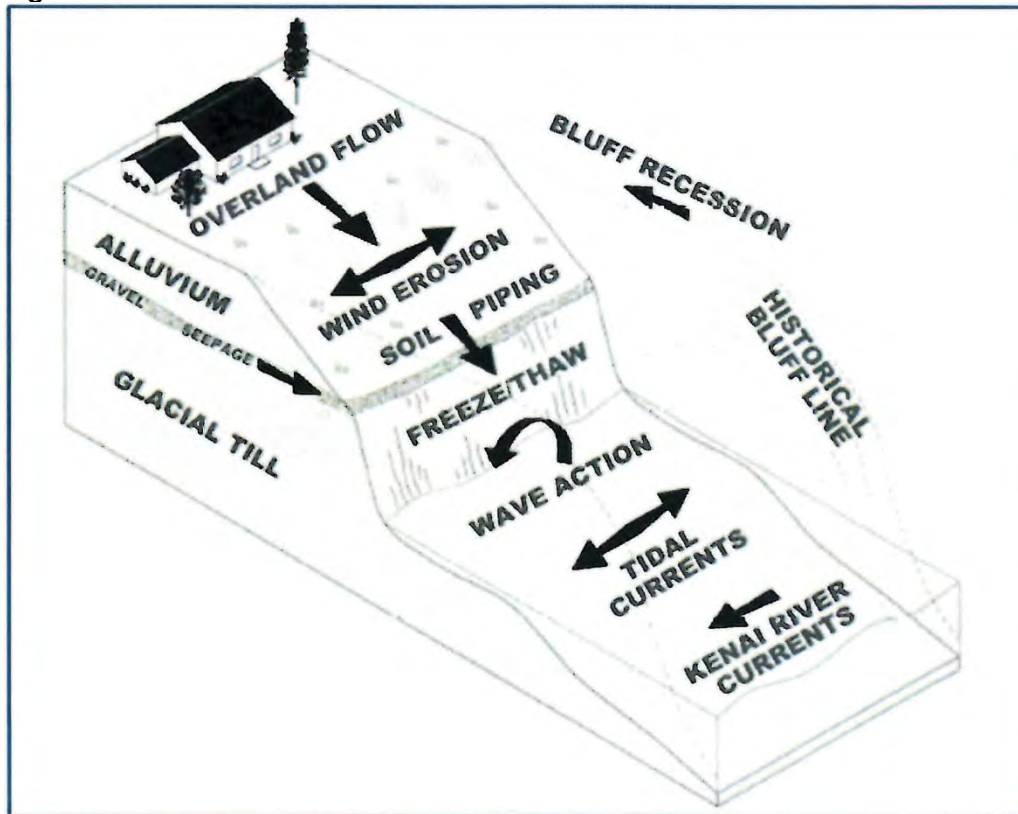


Figure 5. Kenai Bluffs Location

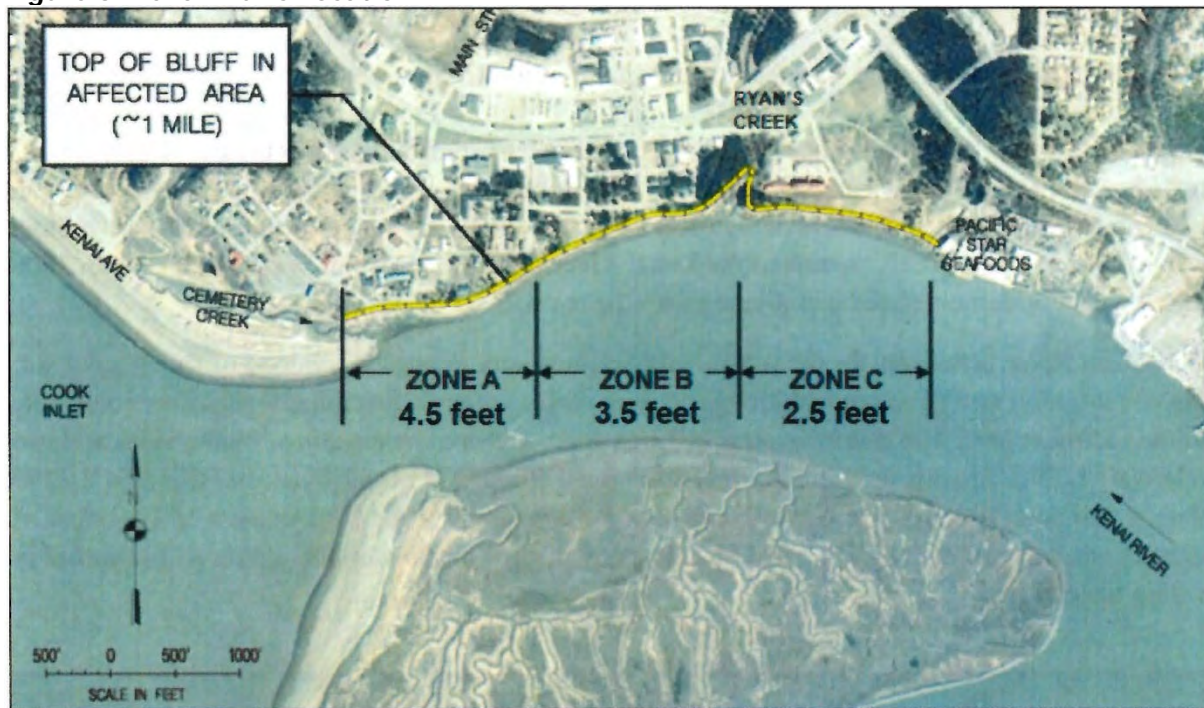


Figure 6. Kenai Bluffs Eroded Surface

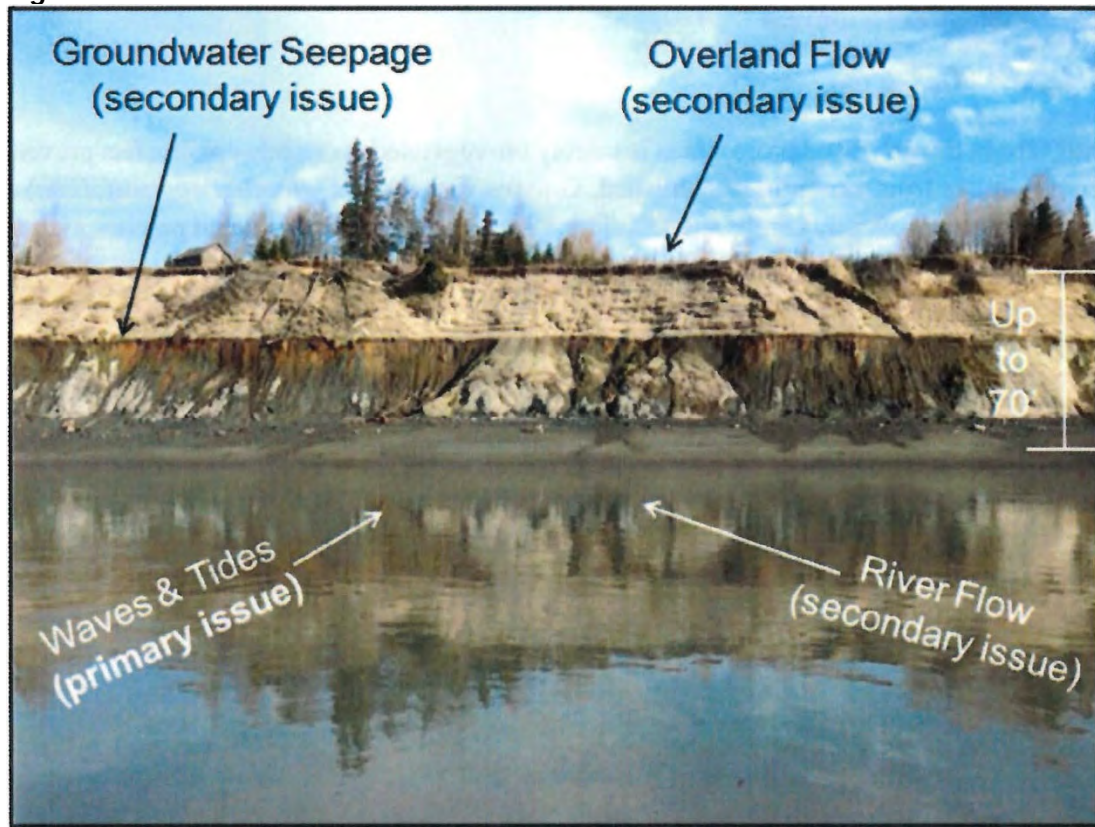


Figure 7. Storm Event at Kenai Bluffs



need to prevent the removal of accumulated sediment at the bluff and the structural damage of the lower bluff. The USACE completed a feasibility study in November 2018 that recommended a protective berm at the bluff toe. This Bluff Stabilization project includes constructing a berm at the bluff toe that is designed to prevent the removal of accumulated sediment between the bluff toe and the berm and prevent storm damages to the lower portion of the bluff. With the bluff toe protection in place, it will eventually stabilize, and the bluff surface will erode back naturally to a more stable slope, which is estimated to take up to 15 years (USACE, 2018). The City supports this option and is pursuing the design phase of this project.

In 2009, the City of Kenai added permanent fencing to the north beach dunes to help prevent bluff erosion. The fencing helped ensure that man-made destruction of vegetation did not compromise the integrity of the dunes. A similar fencing project was completed in the summer of 2010 on the south beach. The dunes were at risk of destruction from the annual personal use dipnet fishery if the fencing was not installed. The fencing fulfilled its purpose.

Erosion on the Kenai River, predominantly outside the City, is of great concern to resource management agencies because the increased sedimentation and loss of streamside cover associated with acceleration rates may threaten salmon returns to the river. The City's gross revenue from the 2019 personal use salmon fishery on the Kenai River was expected to be \$416,000.

5.3.3.2 *Climate Factors*

Climate and weather are the two primary drivers of flooding and erosion in Alaska. Weather (i.e., the day-to-day state of the atmosphere) affects these hazards in the short-term with individual episodes of rainfall, wind, and temperature that initiate or intensify individual episodes of flooding or erosion. Climate is affecting the long-term incident rate and severity of these hazards, especially in Alaska, which is particularly vulnerable due to its high northern latitude and the unique importance of snow, ice, and permafrost.

5.3.3.3 *Flood and Erosion History*

The City has two flood and erosion events in the DHS&EM Disaster Cost Index (DHS&EM, 2018b). These events are listed below.

96-180. Southcentral Fall Floods declared September 21, 1995 by Governor Knowles, then FEMA declared (DR-1072) on October 13, 1996: Record rainfall in Southcentral Alaska caused widespread flooding in the KPB, Matanuska-Susitna Borough, and the Municipality of Anchorage. On September 29, 1995, the Governor amended the original declaration to include Chugach, and the Copper River Regional Education Attendance areas, including the communities of Whittier and Cordova, and the Richardson, Copper River, and Edgerton Highway areas which suffered severe damage to numerous personal residences, flooding, eroding of public roadways, destruction and significant damage to bridges, flood control dikes and levees, water and sewer facilities, power, and harbor facilities. On October 13, 1995, the President declared this event as a major disaster under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Individual Assistance totaled \$699K for 190 applicants. Public

assistance totaled \$7.97 million for 21 applicants with 140 DSRs. Hazard mitigation totaled \$1.2 million. The total for this disaster was \$10.5 million.

The City of Kenai mobilized City boats, vehicles, and safety equipment to intercept and extract huge quantities of debris such as docks, sheds, large liquefied petroleum gas tanks, fuels storage tanks, and damaged boats from the Kenai River before this debris caused further property damage and before it could flow into Cook Inlet shipping lanes.

13-F-243. 2013 October KPB Flood Disaster declared by Governor Parnell on November 18, 2013, then FEMA declared January 16, 2014 (DR-4161): Beginning October 27, 2013, the KPB received substantial amounts of rain following several weather systems that had previously inundated low-lying areas. On October 26, the NWS issued a flood watch for areas around Western Prince William Sound due to a slow-moving system which brought widespread rainfall to the mainland. The forecast called for local amounts in excess of five inches of rain. Seward, Homer, and other areas of the KPB received heavy rain and flooding which caused landslides, bridge, and airport and road closures. Damages were reported in Seward, Homer, Kenai, Anchor Point, and the Tyonek area along Beluga Road. Flood damages affecting many individual homes were reported, and several businesses were also impacted.

5.3.3.4 Location, Extent, Impact, and Recurrence Probability

Location

Figure 8 is from the 2010 City Annex to the KPB HMP and shows estimated Kenai Bluff Erosion to 2057 (City, 2010). The 2017 FEMA RiskMap study did not identify any areas of concern for the City with regards to flooding (FEMAj, 2017).

The City has experienced significant erosion. Figure 9 displays a coastal erosion rate along Cook Inlet near the City. Shorelines were compiled from three different time periods in the 1950s, 1960s, and 2000s used for the 2017 Risk Report analysis.

It is important to note that the Kenai Bluffs are not limited to the mile-long stretch of the Kenai River mouth encompassed by the USACE study, but also in the broader area of the Kenai River mouth that has become so heavily involved in the personal use dip-net fishery. Bluff erosion in this broader area has been significantly affected by the human impacts of this fishery itself and by the impacts of increased use of the beach year-round. There are three distinct areas at the mouth of the Kenai River affected by bluff erosion:

- The mile-long stretch of river encompassed by the USACE study;
- The dunes on the north and south beaches, which protect against bluff erosion and which need protection themselves; and
- The sheer bluff on the north beach parallel to Toyon Way, which is unprotected by dunes or anything else.

Extent

A variety of natural and human-induced factors influence the erosion process. River orientation and proximity to up and downstream river bends can influence erosion rates. Embankment

Figure 8. Kenai Bluffs Erosion



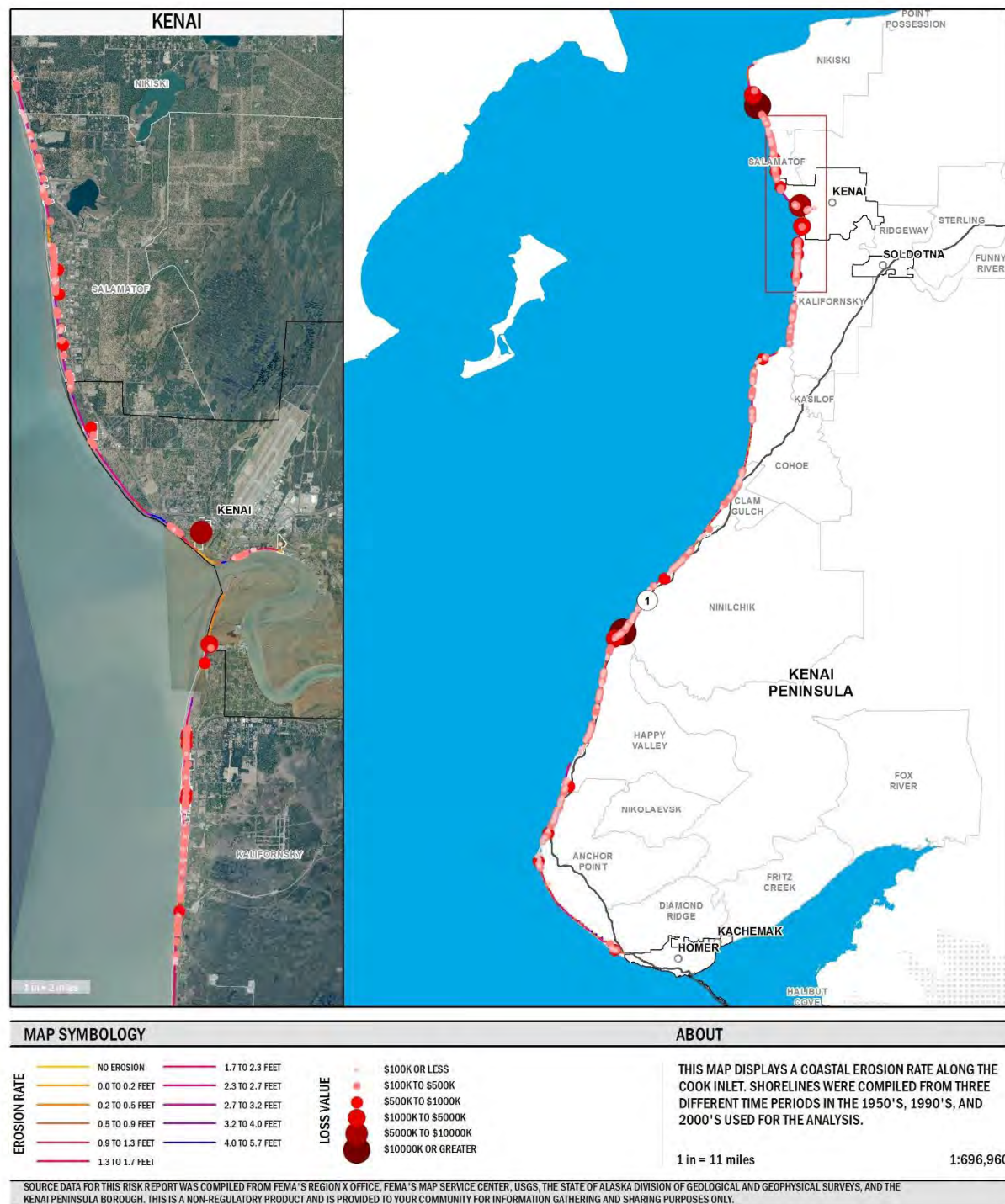
composition also influences erosion rates, as sand and silt erode easily, whereas boulders or large rocks are more erosion-resistant. Other factors that may influence erosion include:

- Geomorphology;
- Amount of encroachment in the high hazard zone;
- Proximity to erosion inducing structures;
- Nature of the topography;
- Density of development;
- Structure types along the embankment; and
- Embankment elevation.

The various erosion mechanisms acting on the Kenai Bluffs include:

- Wind scour;
- Groundwater seepage and piping;
- Overland flow over the bluff;

Figure 9. Kenai Coastal Erosion



- Freeze thaw cycles; and
- Wave action and currents at the toe of the bluff.

Impact

The ongoing condition of the receding Kenai Bluffs has resulted in:

- Lost land to the sea: commercial, municipal, non-profit (e.g., Kenai Bible Church built in 1940):
 - o 7 parcels have been completely lost;
 - o 18 parcels have suffered land loss; and
 - o Nearly all threatened parcels have lost value.
- Lost and damaged cultural resources (i.e., historical, potentially historical, and archeological sites):
 - o 4 historic wooden structures;
 - o Property of the historic Kenai Bible Church;
 - o Human remains have eroded out of the bluff; and
 - o Prehistoric house depressions have been lost or are exposed.
- Abandoned and/or condemned structures: residential, commercial, and municipal.
- Threatened structures and infrastructure: residential, commercial, non-profit, and municipal (e.g., Kenai Senior Center).
- Relocation of utilities and roads.

In addition, the ongoing receding Kenai Bluffs has had other negative impacts (i.e., other social effects) as listed below:

- Lack of development and investment in Old Town.
- Cultural vulnerability with local tribes and the local population.
- Under use of public-use areas by locals and tourists (e.g., scenic overlooks and nearby parks).
- Health and safety issues (The unstable bluff is preventing activities at the base and near the top edge of the bluff, although soft sediments on the beach area may continue to prevent activities at the base.).
- Negatively impacted social connectedness, identity, resiliency, leisure, and recreation.
- Contributes to uncertainty in community planning.

Recurrence Probability

Future populations of the City can expect to receive an increased number of erosion events due to greater moisture content in warmer air.

5.3.4 Volcanoes and Ashfall

5.3.4.1 *Hazard Characteristics*

Alaska is home to 41 historically active volcanoes stretching across the entire southern portion of the State from the Wrangell Mountains to the far Western Aleutians. An average of one to two eruptions per year occurs in Alaska. Figure 10 shows regional volcanoes located in the vicinity of the City.

Volcanic Ash

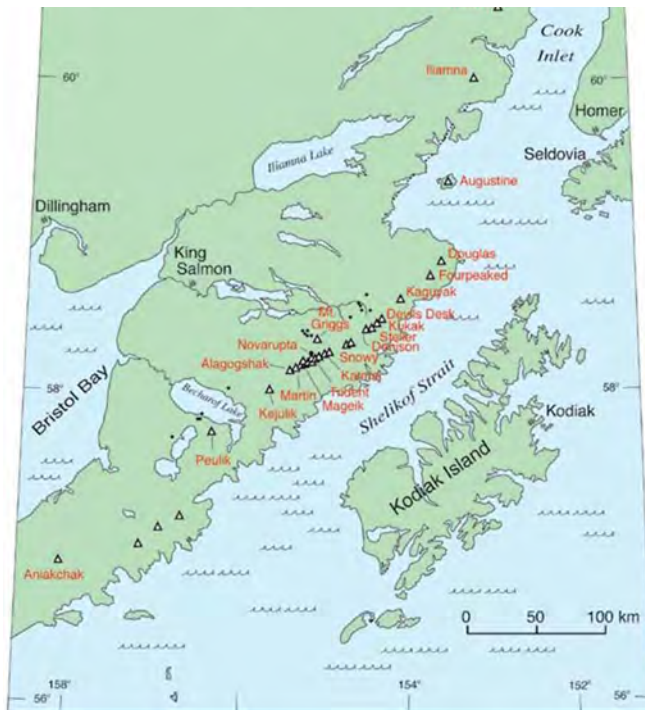
Volcanic ash, also called tephra, is fine fragments of solidified lava and rock crystals ejected into the air by a volcanic explosion. The fragments range in size, with the larger falling nearer the source. Ash is a problem near the source because of its high temperatures (may cause fires), burial (the weight can cause structural collapses; for example, it was 100 miles from Novarupta to Kodiak where structures collapsed), and impact of falling fragments. Further away, the primary hazard to humans is damage to machinery (including airplanes in flight), decreased visibility, and inhaling the fine ash (long-term inhalation can lead to lung cancer), but lightning in large ash clouds can also pose a hazard. In Alaska, this is a major problem as many of the major flight routes are near historically active volcanoes. Ash accumulation may also interfere with the distribution of electricity due to shorting of transformers and other electrical components (ash is an excellent conductor of electricity).

The largest volcanic eruption of the 20th century occurred at Novarupta Volcano in June 1912. The eruption started by generating an ash cloud that grew to thousands of miles wide during the three-day event. Within four hours of the eruption, ash started falling on Kodiak, darkening the City. It became hard to breathe because of the ash and sulfur dioxide gas. The water became undrinkable and unable to support aquatic life. Roofs collapsed under the weight of the ash. Some buildings were destroyed by ash avalanches while others burned after being struck by lightning from the ash cloud. Similar conditions could be found all over the area. Some villages ended up being abandoned, including Katmai and Savonoski Villages. The ash and acid rain also negatively affected animal and plant life. Large animals were blinded, and many starved because their food was eliminated.

5.3.4.2 *History*

The Alaska Volcano Observatory (AVO), which is a cooperative program of the USGS, Alaska Department of Natural Resources (DNR) Division of Geological and Geophysical Survey (DGGS), and the University of Alaska Fairbanks Geophysical Institute (UAF GI), monitors the seismic activity at 23 of Alaska's 41 active volcanoes in real time. In addition, satellite images of all Alaskan and Russian volcanoes are analyzed daily for evidence of ash plumes and elevated surface temperatures. Russian volcanoes are also a concern to Alaska as prevailing winds could carry large ash plumes from Kamchatka into Alaskan air space. AVO also researches the individual history of Alaska's active volcanoes and produces hazard assessment maps. The Alaska Tsunami Warning Center, located in Palmer, also monitors volcanic and earthquake activity throughout the Pacific region.

Figure 10. Regional Volcanos



The City has experienced volcanic ash in 1989, 1990, and 1992 from Mt. Redoubt and Mt. Spurr. These eruptions disrupted transportation and industry, particularly jet aircraft (Figure 11). Following the 1989-1990 eruptions, debris flows caused temporary closing of the Drift River Oil Terminal. A similar eruption event occurred again in 2009 affecting the offloading of 3.7 million gallons of crude oil from the oil terminal. The KPB received ashfall in 2009, but the wind direction spared the City. The Kenai Municipal Airport has an AVO tracking device, and no ash was present in 2009. Media reports, the KPB website, and the Kenai communications center, operated by the Kenai Police Department, adequately informed citizens of volcanic precautions. The City government took steps to minimize damage to vehicles, buildings, and

computer equipment. The City administration feels the above actions were more than adequate to mitigate potential damage from volcanic ash fallout to residential and commercial assets.

During the 1990 event, a KLM 747 jet aircraft, with 245 passengers and crew aboard, temporarily lost power in all four engines when it entered the volcanic plume. It would have crashed into the mountains had the crew not been able to restart their engines about 4,000 feet above ground.

Figure 11. Areas Affected by Ash Falls



5.3.4.3 Location, Extent, Impact, and Recurrence Probability

Location

Figure 11 illustrates the spread of ash fall which is dependent on wind direction.

Extent

The single greatest volcanic hazard in the City is airborne ash, fine fragments of rock blown high into the atmosphere during explosive volcanic eruptions. For any given eruption, the depth of ash deposited at any given location depends on the total volume of ash ejected, the wind direction, and the distance between the volcano and a given location.

Extreme ashfall events, similar to the 1912 event, would have similar extreme consequences including building damage up to and including collapses, disruption of travel (air, sea, land), disruption of water, electric power and communications, and health and environmental impacts. Smaller ashfall events would result in little or no building damage, but would still have significant impacts, including:

- Respiratory problems for at-risk populations such as young children, people with respiratory problems and the elderly;
- Disruption of air, marine, and land traffic;
- Clean-up and ash removal from roofs, gutters, sidewalks, roads, vehicles, mechanical systems and ductwork, engines, and mechanical equipment;
- Clogging of filters and possible severe damage to vehicle engines, furnaces, heat pumps, air conditioners, commercial and public buildings' combined heating,

- ventilation, and air conditioning (HVAC) systems and other engines and mechanical equipment;
- Disruption of public water supplies drawn from surface waters, including degradation of water quality (high turbidity) and increased maintenance requirements at water treatment plants;
- Disruption/clogging of storm water drainage systems;
- Disruption of electric power from ash-induced short circuits in distribution lines, transmission lines, and substations; and
- Disruption of communications.

A major factor in determining ashfall is wind direction. Additionally, if there is a large ashfall, wind could blow and redistribute ashfall several times which would be a prolonged hazard.

Impact

The volcanic eruptions of 1989, 1990, 1992, and 2009 caused widespread distribution of ash over the central and southern peninsula and resulted in power outages and disruption of traffic. Volcanic ash nearly caused the greatest loss of life of any disaster event in Alaska.

Another impact of major ashfall is a breakdown of soil cover, accelerating erosion. This impact was seen on the flanks of Okmok in the eastern Aleutian Islands following the 2008 eruption. Former grasslands were cut with networks of deep, rapidly eroding gullies.

Ash fall from volcanic eruptions is a threat to health and to equipment that may draw in fine, abrasive particles. During times of high winds, these fine particles pose a significant health threat.

The City has experienced a few tenths of an inch of ashfall on residents' vehicles. Planes do not fly. People do not operate motorized equipment. Air quality is poor. The City's policy is for people to shelter in place in their homes.

Recurrence Probability

The recurrence probability for the future residents of the City would remain the same as for current residents.

5.3.5 Severe Weather

5.3.5.1 Hazard Characteristics

In contemporary usage, climate change commonly refers to the change in global or regional climate patterns that spans from the mid- to late 20th century to the present. Evidence collected by scientists and engineers from around the world tells an unambiguous story: the planet is warming. Climate change at high northern latitudes, such as Alaska, is causing rapid and severe environmental change.

Severe weather occurs throughout Alaska with extremes experienced by the City that include increasing high winds, winter storms, heavy and drifting snow, heavy rain/freezing rain/ice storms, and cold.

High Winds

High winds occur in Alaska when there are winter low-pressure systems in the North Pacific Ocean and the Gulf of Alaska. Alaska's high winds can equal cyclonic force. In Alaska, high winds (winds in excess of 60 mph) occur frequently over coastal areas along the Gulf of Alaska. They can also combine with loose snow to produce blizzards.

Localized downdrafts and downbursts are also common wind hazards. Downbursts are often generated by thunderstorms. Downbursts are areas of rapidly falling rain-cooled air. Upon reaching the ground, downbursts spread out in all directions in excess of 125 mph. Both types of wind, commonly lasting five to seven minutes, are hazardous to aviation. These winds reach hurricane force and have the potential to seriously damage community infrastructure (especially above ground utility lines) while disrupting vital marine transportation.

Winter Storms

Winter storms include a variety of phenomena described above and may include several components such as wind, snow, and ice storms. Ice storms include freezing rain, sleet, and hail and can be the most devastating of winter weather phenomena; often causing automobile accidents, power outages, and personal injury. Freezing rain coats every surface it falls on with an icy glaze. Freezing rain most commonly starts in a narrow band on the cold side of a warm front, where surface temperatures are at or just below freezing temperatures. Ice crystals high in the atmosphere grow by collecting water vapor molecules, sometimes supplied by evaporating cloud droplets. As the crystals fall, they encounter a layer of warm air where the particles melt and collapse into raindrops. As the raindrops approach the ground, they encounter a layer of cold air and cool to temperatures below freezing.

Heavy and Drifting Snow

Heavy snow generally means an accumulation of more than 12 to 24 inches of snow inside of 24 hours and often brings transportation to a stop. Airports and major roadways will close, disrupting supply flow and emergency response service access. Excessive accumulation will collapse roofs, knock down trees and power lines, damage parked light aircraft, and capsize small boats. Heavy snow increases flooding risks. Heavy snow is associated with vehicle accidents, overexertion, and hypothermia. Drifting is the uneven distribution of snowfall and snow depth caused by strong surface winds. Drifting snow may occur during or after a snowfall.

Heavy Rain/Freezing Rain/Ice Storm

Freezing rain and ice storms describe occasions when excessive ice accumulations are expected during a heavy rain event. They are a particularly hazardous winter weather phenomena and often cause numerous automobile accidents, power outages, and personal injury. Ice storms form from freezing rain and pass through a thin layer of cold air just above the ground and cool to below freezing. The drops remain in a liquid state until they impact a surface and freeze on contact. Ice accumulations can damage trees, utility poles, and communication towers which disrupts transportation, power, and communications.

Cold

The definition of extreme cold varies according to the normal climate of a region. In areas unaccustomed to winter weather, near freezing temperatures are considered “extreme”. In Alaska, extreme cold usually involves temperatures - 40 °F with additional wind chills. Excessive cold may accompany winter storms or can occur without storm activity during clear skies with high barometric pressure. Extreme cold accompanied by wind exacerbates exposure injuries such as frostbite and hypothermia.

Extreme cold interferes with infrastructure across Alaska for days or sometimes weeks at a time. Liquid fuels may congeal or freeze, denying motorized transportation, heat, and electricity generation. In desperation, some people choose to burn propane stoves indoors, increasing their risk to carbon monoxide poisoning. Aircraft may be grounded, delaying the resupply of food and emergency supplies.

5.3.5.2 Climate Change Influences

Increases in carbon dioxide, methane, and other gases in the atmosphere are generally warming and changing the climate worldwide by trapping heat that would have escaped back into space. Trees and other plants cannot absorb as much carbon dioxide through photosynthesis as is produced by burning fossil fuels. Therefore, carbon dioxide builds up and changes precipitation patterns, increases storms, wildfires, and flooding frequency and intensity; and substantially changes flora, fauna, fish, and wildlife habitats.

Alaska’s temperature rise rate has been twice the average of the rest of the U.S. in recent decades. During the period from 1949 to 2014, the Statewide average annual air temperature increased by 3°F, and the average winter temperature increased by 6°F (ACRC, 2018). This included considerable annual and regional variability, and was accompanied by a greater number of extremely warm days and fewer extremely cold days (CCSP, 2008). The Statewide average annual precipitation during this same period has increased by about 10%, with recent decades showing amounts largely above normal, but with substantial annual and regional variability (Shulski and Wendler, 2007, ACRC, 2018).

Global climate is projected to continue changing over this century, and changes to Alaska’s climate are expected to be unprecedented (Chapin et al, 2014). Average annual temperatures in Alaska are projected to rise by an additional 2°F to 4°F by 2050, and by 6°F to 12°F by the end of the century depending on emission levels (Stewart et al, 2013). Projections of annual

precipitation show an increase across Alaska as part of the broad pattern of increases projected for high northern latitudes.

Snow cover extent and depth have been decreasing in most places in Alaska for nearly three decades. Warmer winter temperatures change the precipitation frequency of snow and rain, and are producing more frequent rain-on-snow events.

5.3.5.3 History

The City of Kenai has a history of two windstorm events in the DHS&EM Disaster Cost Index (DHS&EM, 2018b). These events are listed below.

12-237. 2011 Kenai Peninsula Windstorm declared by Governor Parnell on December 12, 2011, then FEMA declared February 2, 2012 (DR-4054): On November 1, 12, 15, and 16, 2011, a series of major windstorms caused widespread power outages threatening life and property. Power was disrupted to 17,300 homes and businesses. Local utilities, Homer Electric Association and Chugach Electric, employed several work crews to restore power to the area. Public Infrastructure, commercial property, and personal property damages were reported in the metropolitan areas and throughout the borough. DHS&EM received local declarations from the KPB requesting state disaster assistance to cover immediate response, public, and individual costs. In the City of Kenai, pipes were frozen and burst at City Hall and Vintage Pointe facilities. The primary response by City personnel was to remove downed trees and debris from high winds, supply temporary power to critical facilities during the storm, and respond to burst pipes in buildings without power.

AK-17-262, 2017 December KPB Storm declared by Governor Walker on January 19, 2018, then FEMA declared on June 18, 2018 (DR-4369): On December 4, 2017, a fast-moving storm system moving northward out of the Gulf of Alaska brought widespread high winds to coastal areas on both the east and west sides of the KPB. In the Lower Cook Inlet area, this storm system created high winds gusting 30-40 mph, reaching a maximum wind speed of 58 mph, producing seven to ten- foot waves that impacted the Cook Inlet coastline from Homer to Kenai.

5.3.5.4 Location, Extent, Impact, and Recurrence Probability

Location

In the City, there is potential for weather disasters. High winds can topple trees, damage roofs and windows, and result in power outages. Heavy snow can cause power outages or collapse roofs of buildings. Storms can make travel difficult. Extreme weather is most prevalent during the winter with any combination of cold temperatures, strong winds, storm surge, and heavy snow.

Extent

Severe weather is a normal part of living in Alaska. However, sometimes the confluence of elements produces extreme conditions. Being prepared is the key to survival. Alternate forms of home heat and lighting, stored food, appropriate clothing, and advance planning are critical.

The most common forms of damage to structures as a result of severe wind includes loss of roofing materials, damage to doors and hinges, broken water lines due to freezing, fallen trees, structural failure of out-buildings, fallen or damaged exterior lights, flag poles, cell towers, and antennae. Overhanging signs on businesses and satellite dishes become airborne projectiles under certain conditions.

Heavy snow brings another set of damages. Structural deflection or collapse of structures is common. Deflection causes cracks or breakage of interior walls and finishes. Falling ice from roof eaves can knock out electric meters, damage vehicles, break windows, and threaten injury to passersby. Sliding snow can cause damages described above plus cause damage to roof mounted vents and other equipment. Wind packed snow and ice can block windows and emergency exits.

Impact

Heavy snowfall can also damage infrastructure and critical facilities. Heavy snowfalls make transportation difficult, especially by road, and result in more money spent on snow plow services. High numbers of injuries and fatalities are not expected with a heavy snow event. Heavy snow can have a greater impact on people who need access to medical services, emergency services, pedestrians, and people who rely on public transportation. The cost of fuel to heat homes during times of heavy snow can be a financial burden on populations with low or fixed incomes.

The most vulnerable City residents to any of the hazards of severe weather are the homeless who lack adequate shelter and those on fixed incomes who may not be able to adequately heat their homes.

Extreme weather also interferes with community infrastructure and its proper functions. It can cause fuel to congeal in storage tanks and supply lines, stopping electric power generation, which in turn causes heaters and furnaces to stop. Without electricity, heaters and furnaces do not work, causing water and sewer pipes to freeze or rupture. If extreme cold conditions are combined with low or no snow cover, the ground's frost depth can increase, disturbing buried pipes. The greatest danger from extreme cold is its effect on people. Prolonged exposure to the cold can cause frostbite or hypothermia and become life-threatening. Infants and elderly people are most susceptible. The risk of hypothermia due to exposure greatly increases during episodes of extreme cold, and carbon monoxide poisoning is possible as people use supplemental heating devices not intended for indoor use during extreme weather events.

While the scope, severity, and pace of future climate change impacts are difficult to predict, it is clear that potential changes could impact U.S. agencies' ability to fulfill their respective missions. The challenges posed by climate change, such as more intense storms, frequency of heavy precipitation, heat waves, drought, and extreme flooding could significantly alter the types and magnitudes of hazards faced by communities and the emergency management professionals serving them.

Recurrence Probability

Alaska will continue to experience diverse and seasonal weather events. Severe weather will occur annually in the City. Severe wind and rain are becoming more likely with climate change, while extreme snow and cold are becoming less likely.

5.3.6 Wildfire and Conflagration Fire

During the five-year period spanning 2013 through 2018, over 82 fire-related fatalities were recorded in Alaska. Since 2013, the State has declared over 3,077 fire-related emergencies or disasters (DHS&EM, 2018a).

For the purposes of profiling the hazard in Alaska, fires in this HMP are characterized by their primary fuel sources into two categories:

- Wildland fire, which consumes natural vegetation.
- Community fire conflagration, which propagates among structures and infrastructure.

While fire is critical for maintaining the viability of Alaska's ecosystems, it must be tempered with the need to protect human life and property. This is particularly true of fires burning in "wildland urban interface" areas, where structures and other human development meet or intermingle with undeveloped wildland. Wildland urban interface (WUI) has gained importance throughout Alaska with increased development adjacent to wildlands.

Urban conflagration is a large destructive fire that is widespread throughout an urban area or community involving one or more developed areas in the community. In contrast to the commonly destructive individual property fire, conflagrations frequently overwhelm resources and damage infrastructure.

Firefighter and public safety are the primary concern of each local fire response agency. In Alaska, thousands of acres burn every year in 300 to 800 fires, primarily between the months of March and October. According to the Alaska Interagency Coordination Center (AICC), Alaska lost 7,815,368 acres from 2013 to 2017. This figure consisted of the 2,408 wildland fires that started throughout that same time period. This is an average of 3,246 acres per wildland fire (DHS&EM, 2018a).

The KPB, including the City of Kenai, has experienced a regional spruce bark-beetle outbreak. Fire risk has also increased in recent years due to spruce bark beetle infestations which have affected both white and black spruce forest stands. Alaska's 10.25 million-acre KPB has experienced a regional spruce bark-beetle outbreak that peaked in 1996 and continues to spread to uninfected areas. Up to 2004, an estimated four million acres of spruce in southcentral Alaska have been affected. While spruce bark beetle outbreaks are natural events, the magnitude of spruce mortality during historic episodes was typically much less (20% to 30%) than the current infestation in which mortality rates exceeded 90% (KPB, 2006).

Dead and dying spruce trees present a wildfire hazard when standing because they can support intense, rapidly moving fires. These insect-killed trees also present a hazard after they have fallen because they can support very intense surface fires. Wildfire in either fuel type is very difficult for firefighters to control by direct attack.

5.3.6.1 *Management in Alaska*

In Alaska, fire management is the responsibility of three agencies: Alaska Department of Forestry (DOF), Bureau of Land Management (BLM) (through the Alaska Fire Service (AFS)), and U.S. Forest Service (USFS). See Figure 12. Each agency provides firefighting coverage for a portion of the State regardless of land ownership. These agencies have cooperated to develop a state-wide interagency wildland fire management plan. In the KPB, the DOF has the responsibility to manage fire response. In 2006, the City adopted a Community Wildfire Protection Plan for its entire acreage. The Alaska Interagency Fire Management Plan has mapped the City as Full.

5.3.6.2 *Hazard Characteristics*

A wildland fire is a type of wildfire that spreads through consumption of vegetation. It often begins unnoticed, spreads quickly, and is usually signaled by dense smoke that may be visible for miles around. Wildland fires can be caused by human activities (such as arson or unattended campfires) or by natural events such as lightning. Wildland fires often occur in forests or other areas with ample vegetation. In addition to wildland fires, wildfires can be classified as tundra fires, urban fires, interface or intermix fires, and prescribed burns.

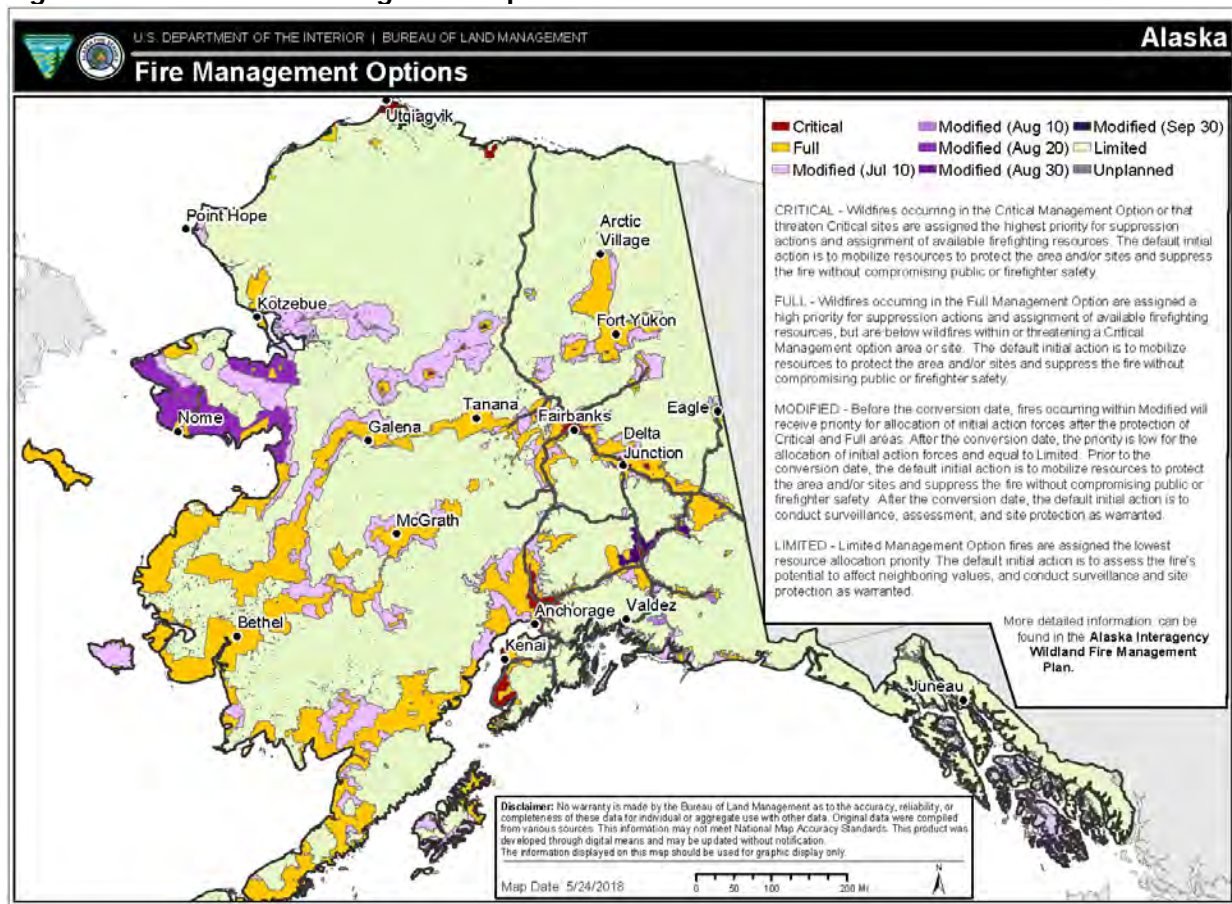
The following three factors contribute significantly to wildland fire behavior and can be used to identify wildland fire hazard areas.

- **Topography:** As slope increases, the rate of wildland fire spread increases. South-facing slopes are also subject to more solar radiation, making them drier, and thereby, intensifying wildland fire behavior. However, ridgetops may mark the end of wildland fire spread since fire spreads more slowly or may even be unable to spread downhill.
- **Fuel:** The type and condition of vegetation plays a significant role in the occurrence and spread of wildland fires. Certain types of plants are more susceptible to burning or will burn with greater intensity. Dense or overgrown vegetation increases the amount of combustible material available to fuel the fire (referred to as the “fuel load”). The ratio of living to dead plant matter is also important. Climate change is deemed to increase wildfire risk significantly during periods of prolonged drought as the moisture content of both living and dead plant matter decreases. The fuel load continuity, both horizontally and vertically, is also an important factor.
- **Weather:** The most variable factor affecting wildland fire behavior is weather. Temperature, humidity, wind, and lightning can affect chances for ignition and spread of fire. Extreme weather, such as high temperatures and low humidity, can lead to extreme wildland fire activity. By contrast, cooling and higher humidity often signal reduced wildland fire occurrence and easier containment. Climate change increases the susceptibility of vegetation to fire due to longer dry seasons.

The frequency and severity of wildland fires is also dependent on other hazards, such as lightning, drought, and infestations (such as the damage caused by spruce-bark beetle infestations or spruce needle aphids). The risk of wildfire has increased significantly over the past two decades, due in large part to the spruce-bark beetle infestation. If not promptly

controlled, wildland fires may grow into an emergency or disaster. Even small fires can threaten lives and resources and destroy improved properties; they can also impact transportation corridors and/or infrastructure. In addition to affecting people, wildland fires may severely affect livestock and pets. Such events may require emergency water/food, evacuation, and shelter.

Figure 12. Alaska Fire Management Options



The indirect effects of wildland fires can be catastrophic. In addition to stripping the land of vegetation and destroying forest resources, large, intense fires can harm the soil, waterways, and the land itself. Soil exposed to intense heat may lose its capability to absorb moisture and support life. Exposed soils erode quickly and enhance rivers and stream siltation, thereby enhancing flood potential, harming aquatic life, and degrading water quality. Lands stripped of vegetation are also subject to increased debris flow hazards.

Conflagration fires are very difficult to control. Complicating factors are wind, temperature, slope, proximity of structures, and community firefighting capability, as well as building construction and contents. Additional factors facing response efforts are hazardous substance releases, structure collapse, water service interruptions, unorganized evacuations, and loss of emergency shelters. Historical national conflagration examples include the Chicago City Fire of 1871 and the San Francisco City Fire following the 1906 earthquake. There have been no conflagration fires within the City of Kenai.

Many wildland firefighters are neither equipped nor trained for conflagration fires. When wildland firefighters encounter structure, vehicle, dump or other non-vegetative fires during the performance of their wildland fire suppression duties, firefighting efforts are often limited to wildland areas.

Structural fire suppression within defined service areas is the responsibility of the Kenai Fire Department.

5.3.6.3 Climate Factors

According to the Global Climate Change Impacts in the U.S., published in 2009 by the U.S. Global Change Research Program, “Under changing climate conditions, the average area burned per year in Alaska is projected to double by the middle of this century. By the end of this century, area burned by fire is projected to triple under a moderate greenhouse gas emissions scenario and to quadruple under a higher emissions scenario” (DHS&EM, 2018a).

Since 1990, Alaska has experienced nearly twice the number of wildfires per decade compared to a period from 1950 to 1980. Additionally, the sparsely-populated arctic region experienced only three wildfires over 1,000 acres from 1950 to 1970. Since 2000, there have been over 33 large wildfires in this same region.

The average duration of the wildfire season in the arctic region runs from May through July. Other regions south of the arctic may run from late April through mid-September. Average annual precipitation in Alaska has increased since 1950, but not quite as much as the average annual temperature.

Wind blows down dead trees that have been affected by spruce-bark beetles. As air temperatures warm, spruce-bark beetles spread; typically, this occurs when temperatures are over 60 °F.

5.3.6.4 History

The City does not have a history of fire events in the DHS&EM Disaster Cost Index (DHS&EM, 2018b). AICC maintains a website to consolidate Alaska’s tundra fire information. Information in Table 9 and Figure 13 for the City and surrounding area were obtained from this site. Figure 14 shows the State’s fire risk (DHS&EM, 2018a).

Table 9. Historical Wildland Fires

Fire Name	Fire Year	Estimated Acres	Latitude	Longitude	Specific Cause
Berry	1945	200	60.5499992	-151.2166595	Unknown
Norene Fire	1953	2.5	60.583889	-151.3333282	Debris Burning
Peterkin	1958	3	60.5499992	-151.0833282	Debris Burning
Spur	1968	5	60.5666667	-151.2833333	Debris Burning
Crowder	1969	2	60.5833333	-151.2333333	Equipment
Cement Plant	1969	250	60.55	-151.1833333	Smoking
Wildwood	1970	46	60.5833333	-151.3	Playing / Matches
Candlelight	1984	80	60.5499992	-151.1833344	Other
Bigeddy	1999	5.5	60.51667	-151.0833	Other
Cannery Rd. #1	2009	1.5	60.521389	-151.2763824	Other
California Ave.	2009	1.5	60.5825005	-151.2938843	Unknown
Marathon Rd.	2009	10.9	60.5811119	-151.2302704	Equipment

Redoubt	2019	1.4	60.57805	-151.275	
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(AICC, 2019)

5.3.6.5 *Location, Extent, Impact, and Recurrence Probability*

Location

Nearly every community in the KPB's wildfire risk is very high or extreme due to dead and dying spruce trees. Within the City, trees infested by the spruce bark beetle became a mitigation priority in the late 1990s, with firefighters conducting door-to-door educational campaigns in high-risk neighborhoods delivering information packets to homeowners on how to develop a defensible space around their properties.

Historically significant fires within the City included the 1969 Swanson River Fire and the Swires Road fire in the mid-1980s. The City experiences small wildland fires throughout the summer months, with the most recent being a 10-acre fire during the summer of 2009 which the City of Kenai Fire Department and DOF responded to cooperatively.

The KPB typically experiences wildfires, and in 2019, the Swan Lake fire was caused by lightning in June and burned 142,542 acres before it was 20% contained in August, northwest of Cooper Landing and to the east and northeast of Sterling. Smoke was a concern for the City of Kenai depending on which direction the wind blew. Fire burned adjacent to the road in some areas, and the only road to Anchorage was closed at times.

Extent

Generally, fire vulnerability dramatically increases in the late summer and early fall as vegetation dries out, decreasing plant moisture content, and increasing the ratio of dead fuel to living fuel. However, various other factors, including humidity, wind speed and direction, fuel load and type, and topography can contribute to the intensity and spread of wildland fires. The common causes of wildland fires in Alaska include lightning strikes and human negligence.

Fuel, weather, and topography influence wildland fire behavior. Fuel (e.g., slash, dry undergrowth, flammable vegetation) determines how much energy the fire releases, how quickly the fire spreads, and how much effort is needed to contain the fire. Weather is the most variable factor. High temperatures and low humidity encourage fire activity while low temperatures and high humidity retard fire spread. Wind affects the speed and direction of fire spread. Topography directs the movement of air, which also affects fire behavior. When the terrain funnels air, as happens in a canyon, it can lead to faster spreading. Fire also spreads up slope faster than down slope.

Impact

Impacts of a wildland fire that interfaces with the population center could grow into an emergency or disaster if not properly controlled. A small fire can threaten lives and resources and destroy property. In addition to impacting people, wildland fires may severely impact livestock and pets. Such events may require emergency watering and feeding, evacuation, and alternative shelter.

Indirect impacts of wildland fires can be catastrophic. In addition to stripping the land of vegetation and destroying forest resources, large, intense fires can harm the soil, waterways, and the land itself. Soil exposed to intense heat may lose its capability to absorb moisture and support life. Exposed soils erode quickly and enhance siltation of rivers and streams, thus increasing flood potential, harming aquatic life, and degrading water quality.

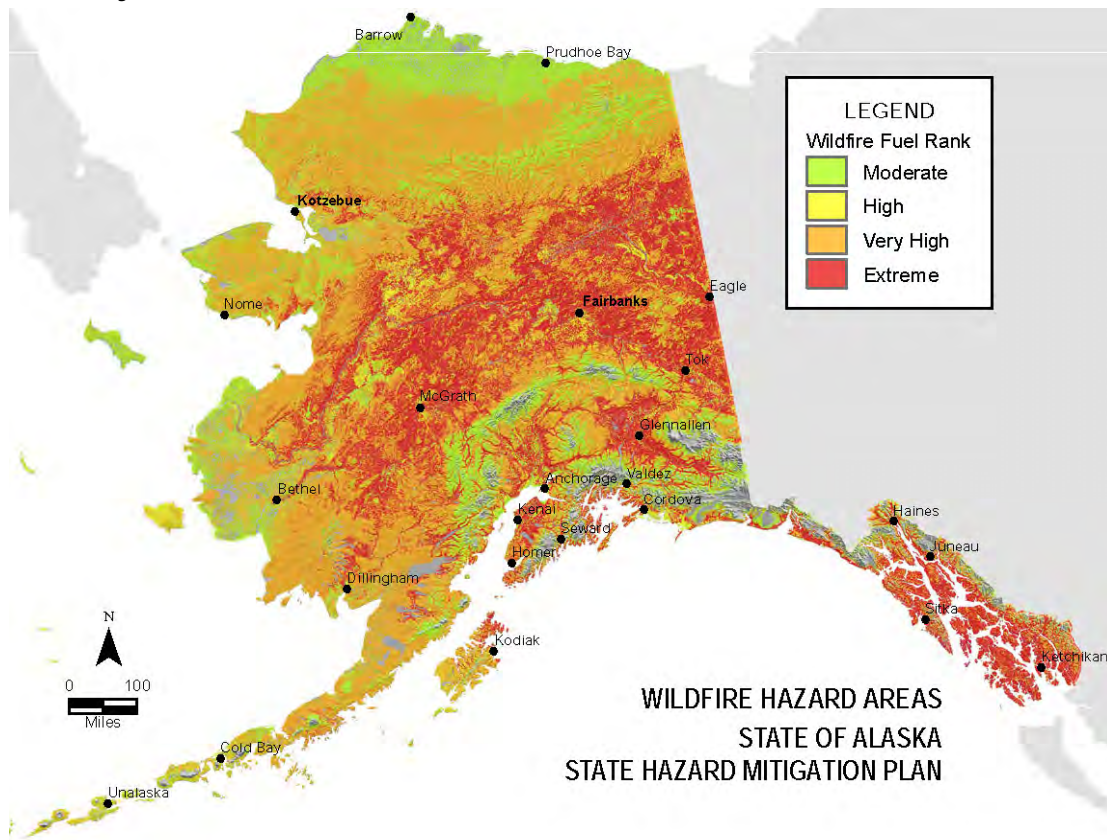
Recurrence Probability

Increased community development, fire fuel accumulation, and weather pattern uncertainties indicate that seasonal wildfires will continue into the future.

Figure 13. Kenai Wildland Fire History



Figure 14. City's Wildland Fire Risk



This section provides an overview of the vulnerability analysis.

6.1 OVERVIEW OF A VULNERABILITY ANALYSIS

A vulnerability analysis predicts the exposure extent that may result from a given hazard event and its impact intensity within the planning area. This qualitative analysis provides data to identify and prioritize potential mitigation measures by allowing the community to focus attention on areas with the greatest risk. A vulnerability or risk analysis is divided into the following five focus areas:

1. Asset Inventory;
2. Infrastructure Risk, Vulnerability, and Losses from Identified Hazards;
3. Development Changes and Trends;
4. Data Limitations; and
5. Vulnerability Assessments.

DMA 2000 requirements and implementing state governance regulations for developing risk and vulnerability assessment initiatives are described below.

DMA 2000 Requirements: Risk Assessment, Assessing Vulnerability, Overview

Assessing Vulnerability: Overview

§201.6(c)(2)(ii): The risk assessment shall include a] description of the jurisdiction's vulnerability to the hazards described. This description shall include an overall summary of each hazard and its impact on the community. The plan should describe vulnerability in terms of:

§201.6(c)(2)(ii)(A): The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas.

§201.6(c)(2)(ii)(B): An estimate of the potential dollar losses to vulnerable structures identified in paragraph (c)(2)(ii)(A) of this section and a description of the methodology used to prepare the estimate.

§201.6(c)(2)(ii)(C): Providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

Element

- Does the plan include a description of the jurisdiction's vulnerability to each hazard?
- Does the plan describe vulnerability in terms of the types and numbers of existing buildings, infrastructure, and critical facilities located in the identified hazard areas?
- Does the plan describe vulnerability in terms of the types and numbers of future buildings, infrastructure, and critical facilities located in the identified hazard areas?
- Does the plan estimate potential dollar losses to vulnerable structures?
- Does the plan describe the methodology used to prepare the estimate?

Source: FEMA, 2015.

6.2 CURRENT ASSET EXPOSURE ANALYSIS

6.2.1 Asset Inventory

Assets that may be affected by hazard events include population (for community-wide hazards), residential buildings, and critical facilities and infrastructure. Assets are grouped into two

structure types: critical infrastructure and residential properties. The assets and associated values throughout the City are identified and discussed in detail in the following subsections.

6.2.1.1 Population and Building Stock

The City's total population for 2010 was 7,100, and the 2016 ACS reported a population of 7,551 (Table 10).

Table 10. Estimated Population and Building Inventory

Population		Residential Buildings	
2010 Census	2016 ACS Data	Total Building Count ¹	Total Value of Buildings ¹
7,100	7,551	3,267	Planning Team: \$627,248,400

Sources: 2010 U.S. Census and 2016 ACS Certified population data.

¹ The Kenai Assessing Department provided these numbers in November 2019. The average value per dwelling based on 2019 certified values is \$191,995.

6.2.1.2 Critical Infrastructure

Critical infrastructure is defined as a facility that provides essential products and services to the general public, such as preserving quality of life while fulfilling important public safety, emergency response, and disaster recovery functions. Critical facilities and infrastructure for the City are profiled in this HMP and include the following (see also Table 11):

- Government: City administrative offices, departments, or agencies;
- Emergency Response: including police and fire personnel services; and fire-fighting equipment; and
- Health Care: medical clinics, congregate living, health, residential and continuing care, and retirement facilities.

Table 11. Alaska's Critical Infrastructure

• Hospitals, Clinics, & Assisted Living Facilities	• Satellite Facilities	• Power Generation Facilities	• Oil & Gas Pipeline Structures & Facilities	• Schools
• Fire Stations	• Radio Transmission Facilities	• Potable Water Treatment Facilities	• Service Maintenance Facilities	• Community Washeterias
• Police Stations	• Highways and Roads	• Reservoirs & Water Supply Lines	• Community Halls & Civic Centers	• National Guard Facilities
• Emergency Operations Centers	• Critical Bridges	• Waste Water Treatment Facilities	• Community Stores	• Landfills & Incinerators
• Any Designated Emergency Shelter	• Airports	• Fuel Storage Facilities	• Community Freezer Facilities	• Community Cemeteries
• Telecommunications Structures & Facilities		• Harbors / Docks / Ports		

6.2.1.3 Infrastructure Risk, Vulnerability, and Losses from Identified Hazards

Table 12 provides critical facilities and infrastructure identified for the City. See Figure 15 for a critical facilities map. Vulnerabilities are described further In Section 6.2.1.6.

6.2.1.4 Land Use and Development Trends

Requirements for land use and development trends, as stipulated in DMA 2000 and its implementing regulations, are described below.

DMA 2000 Recommendations: Risk Assessment, Assessing Vulnerability, Analyzing Development Trends

Assessing Vulnerability: Analyzing Development Trends

Requirement §201.6(c)(2)(ii)(C): [The plan should describe vulnerability in terms of] providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

Element

- Does the plan describe land uses and development trends?

Source: FEMA, 2015.

The City has been a deferred code enforcement entity since the late 1970s enforcing local building, fire, and life safety codes in plan reviews for new construction. This provides local access and oversight in new construction without requiring plans being sent through the State Fire Marshal's office in Anchorage.

Zoning changes are needed to comply with the 2016 *City of Kenai Comprehensive Plan* and to prevent infrastructure loss near the eroding Kenai Bluffs. Public Works has been addressing this for several years, and the City has restricted new construction near hazardous areas, and infrastructure has been relocated to prevent added loss or damage (water and sewer lines, utilities, etc.).

The 2016 *City of Kenai Comprehensive Plan* projects modest economic growth and population increase. The region's main economic sectors of energy, fishing/fish processing, and tourism also experienced modest growth. Kenai is expected to continue as a trade and services center for the region. Consistent with regional and national trends, the proportion of people aged 65 and older is expected to increase within the City. The City of Kenai's median age is lower than the national median age and slightly higher than the State of Alaska's median age.

Approximately 1,680 homes and businesses (4,000-5,000 users) are connected to the City's water and sewer system. This is approximately 70% of the City's population. The City has four operational well houses and a wastewater treatment plant. A new 1,000,000-gallon water reservoir was constructed in 2016. Of the 99 miles of roads in Kenai, the City of Kenai maintains approximately 60 miles, including approximately 15 miles of gravel-surfaced roads. Improvements to the road system to create more vehicle and pedestrian traffic in the City Center and provide safety and efficiency in travel could include paving more streets, constructing sidewalks, creating trail linkages, and expanding road shoulders. The Kenai Municipal Airport is currently undergoing a major remodeling. The Kenai Municipal Airport is the largest airport within the KPB and is an important distribution center in the area.

The City has an ample supply of vacant land for future development. Development near existing City services will make the best use of public development expenditures. Commercial and retail development along the highway corridors has created a linear City form. Residential development is dispersed, and multiple commercial centers are emerging in the City.

6.2.1.5 *Data Limitations*

The vulnerability estimates provided herein use the best data currently available, and the methodologies applied result in a risk approximation. These estimates may be used to understand relative risk from hazards and potential losses. However, uncertainties are inherent in any loss estimation methodology, arising in part from incomplete scientific knowledge concerning hazards and their effects on the built environment as well as the use of approximations and simplifications that are necessary for a comprehensive analysis.

It is also important to note that the quantitative vulnerability assessment results are limited to the exposure of people, buildings, and critical facilities and infrastructure to the identified hazards. It was beyond the scope of this HMP to develop a more detailed or comprehensive assessment of risk (including annualized losses, people injured or killed, shelter requirements, loss of facility/system function, and economic losses). Such impacts may be addressed with future updates of this HMP.

6.2.1.6 *Vulnerability Assessments*

Hazards are assessed with regards to their vulnerabilities in this section.

Flood and Erosion Vulnerabilities

The 2018 State of Alaska HMP categorizes the KPB at risk of experiencing high flooding and erosion impacts. City Dock facilities are somewhat vulnerable to flood conditions, but were constructed with those events in mind, and generally remain usable in a flood event.

The City does not participate in the NFIP. This decision was made in the 1980s, and current staff do not know the reasoning behind the decision other than there was/is not much development in the floodplain. The current Planning Department is open to considering participation in the NFIP after further evaluation.

The Kenai Bluffs erosion is an important concern of the City's. The City has taken steps to preserve the integrity of protective dunes by installing permanent fencing.

Kenai's erosion-threatened population and infrastructure potentially include: the existing, transient, and future population, residential structures, critical facilities, and infrastructure that are exposed to changing flooding and erosion impacts.

Fire Vulnerabilities

The 2018 *State of Alaska HMP* categorizes the KPB at risk of experiencing high fire impacts. Impacts associated with a fire event include the potential for loss of life and property. Buildings closer to the outer edge of town, those with a lot of vegetation surrounding the structure, and those constructed with wood are some of the buildings that are more vulnerable to the impacts of fire.

The City maintains a defensible space around all City facilities as a preventative measure for wildland fires.

Dry forest conditions increase fire fuels and insect infestations. These conditions create optimum conditions for fire propagation, especially around housing and other areas where fire fuels are not controlled near public or private structures. Future populations, residential

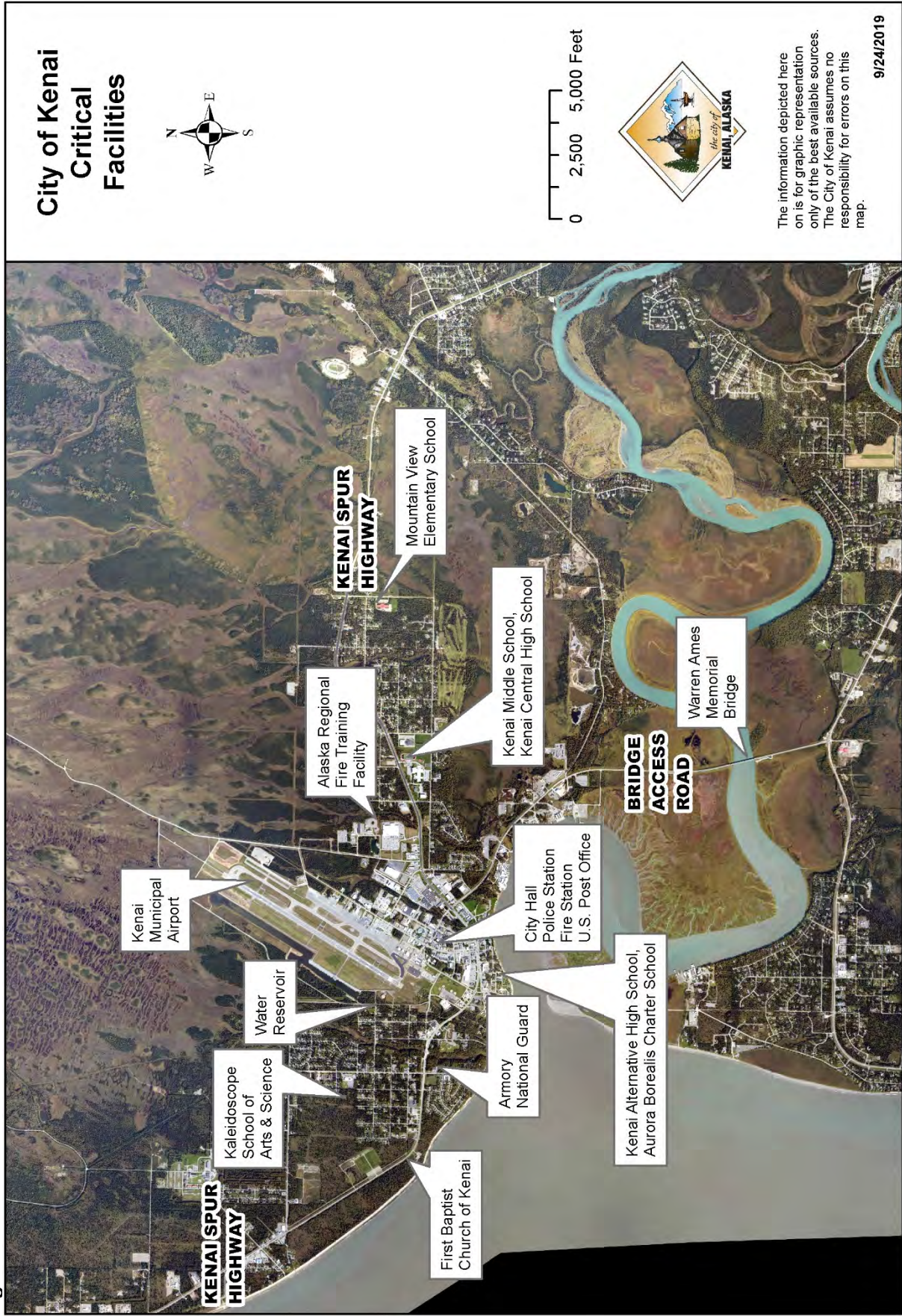
structures, critical facilities, and infrastructure located in dryer regions of Alaska are anticipated to experience increased fire events compared to historical impacts.

Table 12. Kenai's Critical Facilities

Type of Facility	Facilities	Address	Latitude	Longitude	Estimated Value (2019 KPB Estimate)	Number of Occupants	Building Type	Volcanic Ashfall	Earthquake	Flood/Erosion	Cryosphere	Weather (Severe)	Fire
Government	City Hall	210 Fidalgo Avenue	60.559085	-151.248688	\$831,600	20	Class 6, Type 1 Steel	x	x		x	x	x
	National Guard	105 South Forest Drive	60.559036	-151.276414	\$1,086,800	20	Class 51C Galvanized Steel	x	x		x	x	x
	U.S. Post Office	140 Bidarka Street	60.557799	-151.248010	\$2,709,600	15	Stucco	x	x		x	x	x
Transportation	Kenai Municipal Airport – Passenger Terminal	305 North Willow Street	60.565269	-151.246915	\$14,000,000	200	Airport	x	x	x	x	x	x
Emergency Response	Kenai Public Safety (Police Station and Fire Station)	107 South Willow Street	60.559112	-151.250225	\$2,387,900	30	Concrete Block (Jail), Class 1 Wood Frame	x	x		x	x	x
Education	Mountain View Elementary School*	315 Swires Road	60.565476	-151.176598	\$13,543,700	480	Class 1 Wood Frame	x	x		x	x	x
	Kenai Alternative High School, Aurora Borealis Charter School	705 Frontage Road	60.554048	-151.253699	\$11,817,000	80	Class 1 Wood Frame	x	x		x	x	x
	Kaleidoscope School of Arts & Science*	549 North Forest Drive	60.568725	-151.279090	\$10,443,300	290	Class 1 Wood Frame	x	x		x	x	x
	Kenai Middle School*	201 North Tinker Lane	60.562831	-151.206125	\$23,121,600	360	Class 1 Wood Frame	x	x		x	x	x
	Kenai Central High School*	9583 Kenai Spur Highway	60.561267	-151.212238	\$55,754,300	500	Class 1 Wood Frame	x	x		x	x	x
Medical	Kenai has Medical Clinics, but the nearest hospital is in neighboring Soldotna	N/A	N/A	N/A	N/A	N/A	N/A						
Community	Alaska Regional Fire Training Facility	450 Daubenspeck Circle	60.566308	-151.225563	\$6,626,500	50	Class 1 Steel	x	x		x	x	x
	First Baptist Church*	12815 Kenai Spur Highway	60.560715	-151.295380	\$798,100	100	Class 1 Wood Frame	x	x	x	x	x	x
Road	Kenai Spur Highway (approx. 10.5 miles)	N/A	N/A	N/A	N/A	N/A	N/A	x	x	x	x	x	x
	Bridge Access Road (3.5 miles)	N/A	N/A	N/A	N/A	N/A	N/A	x	x	x	x	x	x
Bridge	Warren Ames Memorial Bridge	Bridge Access Road	60.526740	-151.209042	N/A	N/A	N/A	x	x	x	x	x	x
Utility	Electric – Homer Electric	N/A	N/A	N/A	N/A	N/A	N/A	x	x	x	x	x	x
	Telephone – GCI	N/A	N/A	N/A	N/A	N/A	N/A	x	x	x	x	x	x
	Gas – ENSTAR	N/A	N/A	N/A	N/A	N/A	N/A	x	x	x	x	x	x
	Wastewater Treatment Plant	N/A	60.442466	-151.276836	\$7,301,200	5	Sewage Treatment Plant	x	x	x	x	x	x
	Four Wellheads	N/A	N/A	N/A	N/A	N/A	N/A	x	x	x	x	x	
	Water Reservoir	N/A	60.564703	-151.260959	\$2,750,000	N/A	N/A	x	x		x	x	
Totals					\$153,173,600								

*Shelters

Figure 15. Critical Facilities Locations



Earthquake Vulnerabilities

Alaska should expect the full spectrum of potential earthquake ground motion scenarios. Severe shaking may result in infrastructure damage that is equally as extreme. Although all structures are at some risk due to earthquakes, short wooden buildings are less vulnerable than multi-story and complex masonry/steel structures. The majority of Alaska's schools, State, and Federal buildings are built and sited based on stringent seismic construction standards and are expected to survive major earthquake events.

The 2018 *State of Alaska HMP* categorizes the KPB at risk of experiencing high earthquake impacts. Protective measures are in place to minimize damage such as housing emergency generators inside critical facilities and meeting construction standards for the seismic zone.

Due to Alaska's highly active geologic setting at a tectonic plate boundary, existing and future populations, residential structures, critical facilities, and infrastructure will be exposed to continued earthquakes of various magnitudes—from those that are barely felt to those that detrimentally affect large regions of the State.

Severe Weather Vulnerabilities

The 2018 *State of Alaska HMP* categorizes the KPB at risk of experiencing high severe weather impacts. Impacts associated with severe weather events include roof collapse, trees and power lines falling, damage to light aircraft and sinking small boats, and injury and death resulting from snow machine or vehicle accidents and overexertion while shoveling (all due to heavy snow). A quick thaw after a heavy snow can also cause substantial flooding. Impacts from extreme cold include hypothermia, halting transportation from fog and ice, congealed fuel, frozen pipes, disruption in utilities, frozen pipes, and carbon monoxide poisoning. Buildings that are older and/or not constructed with materials designed to withstand heavy snow and wind (e.g., hurricane ties on crossbeams) are more vulnerable to the impacts of severe weather. The entire State is threatened by severe weather events.

Severe weather will occur annually in Kenai. Climate change impacts vary across Alaska. These conditions will negatively impact existing and future populations, residential structures, critical facilities, and infrastructure.

Volcanic Ashfall Vulnerabilities

The 2018 *State of Alaska HMP* categorizes the KPB at risk of experiencing high volcanic impacts. Impacts associated with an ashfall event include the potential for ashfall to damage motors and impair air quality.

Changes in the Cryosphere Vulnerabilities

Alaska can expect to experience ever-changing effects from melting polar ice sheets, mountain glaciers, and other cryosphere impacts. According to mapping completed by the USGS, Kenai does not have permafrost at ground level. Sea ice and river ice affect Kenai.

Similar to weather vulnerabilities, changing cryospheric conditions also vary across Alaska. Therefore, the entire population and infrastructure could be vulnerable to recurrent cryosphere hazard impacts.

A mitigation strategy provides the blueprint for implementing desired activities that will enable the City to continue to save lives and preserve infrastructure by systematically reducing hazard impacts, damages, and community disruptions. This section outlines the process for preparing a mitigation strategy including:

1. Develop Mitigation Goals to mitigate the hazards and risks identified (see Sections 5 and 6).
2. Identify Mitigation Actions to meet the Mitigation Goals.
3. Evaluate Mitigation Actions.
 - a. Describe and analyze Local mitigation policies, programs, and funding sources.
 - b. Evaluate Federal and State hazard management policies, programs, capabilities, and funding sources.
4. Implement the Mitigation Action Plan (MAP).

Within this section, the Hazard Mitigation Project Team developed mitigation goals and potential mitigation actions.

7.1 DEVELOPING MITIGATION GOALS

Requirements for hazard mitigation goals, as stipulated in DMA 2000 and its implementing regulations, are described below.

DMA 2000 Requirements: Mitigation Strategy –Hazard Mitigation Goals

Local Hazard Mitigation Goals

Requirement §201.6(c)(3)(i): [The hazard mitigation strategy shall include a] description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.

Element

- Does the plan include a description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards?

Source: FEMA, 2015.

The exposure analysis results were used as a basis for developing the mitigation goals and actions. Mitigation goals are defined as general guidelines that describe what a community wants to achieve in terms of hazard and loss prevention. Goal statements are typically long-range, policy-oriented statements representing community-wide visions. As such, goals were developed to reduce or avoid long-term vulnerabilities to identified hazards (Table 13). Goals are numbered according to the order of hazard priority; hazard designations are abbreviated as:

- F&E (Flooding and Erosion);
- F (Fire);
- EQ (Earthquakes);
- V (Volcanic Ash);
- SW (Severe Weather); and

- G (General).

Table 13. Mitigation Goals

No.	Goal Description
F&E1a	Reduce or eliminate the erosion of the bluff at the mouth of the Kenai River. Note that this goal incorporates the changes to the cryosphere hazard with the erosion hazard.
F&E1b	Reduce or eliminate property damage and influx of debris into waterways due to floods by raising public awareness and through zoning changes.
F2	Reduce or eliminate loss of homes and property due to fires.
EQ 3	Prepare citizens and the built environment to better survive the hazards associated with earthquakes.
V 4	Educate citizens to adequately protect themselves and property from hazards of volcanic ash.
SW 5	Educate citizens and the built environment to better survive the hazards associated with severe weather.
G 6	Identify ways for the City to better prepare for an emergency.

7.2 IDENTIFYING MITIGATION ACTIONS

Requirements for identification and analysis of mitigation actions, as stipulated in DMA 2000 and its implementing regulations, are described below.

DMA 2000 Requirements: Mitigation Strategy - Identification and Analysis of Mitigation Actions
<p>Identification and Analysis of Mitigation Actions</p> <p>Requirement §201.6(c)(3)(ii): [The mitigation strategy shall include a] section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.</p> <p>Element</p> <ul style="list-style-type: none"> ■ Does the plan identify and analyze a comprehensive range of specific mitigation actions and projects for each hazard? ■ Do the identified actions and projects address reducing the effects of hazards on new buildings and infrastructure? ■ Do the identified actions and projects address reducing the effects of hazards on existing buildings and infrastructure? <p><i>Source: FEMA, 2015.</i></p>

After mitigation goals and actions were developed, the Planning Team assessed the potential mitigation actions to carry forward into the mitigation strategy. Mitigation actions are activities, measures, or projects that help achieve the goals of an HMP. Mitigation actions are usually grouped into three broad categories: property protection, public education and awareness, and structural projects. The Planning Team placed particular emphasis on projects and programs that reduce the effects of hazards on both new and existing buildings and infrastructure. These potential projects are listed in Table 16.

7.3 EVALUATING AND PRIORITIZING MITIGATION ACTIONS

Requirements for the evaluation and implementation of mitigation actions, as stipulated in DMA 2000 and its implementing regulations, are described below.

DMA 2000 Requirements: Mitigation Strategy - Implementation of Mitigation Actions
<p>Implementation of Mitigation Actions</p>

DMA 2000 Requirements: Mitigation Strategy - Implementation of Mitigation Actions

Requirement: §201.6(c)(3)(iii): [The mitigation strategy section shall include] an action plan describing how the actions identified in Section (c)(3)(ii) will be prioritized, implemented, and administered by the Local Government. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.

Element

- Does the mitigation strategy include how the actions are prioritized?
- Does the mitigation strategy address how the actions will be implemented and administered?
- Does the prioritization process include an emphasis on the use of a cost-benefit review to maximize benefits?

Source: FEMA, 2015.

The Planning Team identified mitigation actions on October 30, 2019, to determine which actions would be retained in the MAP. The MAP contained in Table 14 represents potential mitigation projects and programs. The Hazard Mitigation Planning Team ranked the top three hazards with the potential to impact Kenai as erosion, fire, and earthquakes.

Table 14. Mitigation Goals and Potential Actions

Goals		Actions	
No.	Description	ID	Description
F&E1a	Reduce or eliminate the erosion of the bluff at the mouth of the Kenai River.	A	Implement the recommendation from the 2018 USACE Report.
		B	Maintain (and expand as needed) dune protection measures on the north and south beaches in the vicinity of the Kenai River mouth.
		C	Explore and implement bluff protection measures for the sheer bluff on the north beach, which is currently unprotected.
F&E1b	Reduce or eliminate property damage and influx of debris into waterways due to floods by raising public awareness and through zoning changes.	A	Continue cooperative efforts of the KPB, City of Kenai Planning and Zoning Commission, City Council, and land owners/developers to enforce a 50-foot setback of items on properties adjacent to waterways.
		B	Evaluate the feasibility of participating in the NFIP.
F2	Reduce or eliminate loss of homes and property due to fires.	A	Promote the development of FireWise neighborhoods to include the removal of fuels and increased awareness of fire hazards in the community.
		B	Develop a wildland hazard map based on vegetation data that ranks land based upon its likely susceptibility to the spruce bark beetle.
		C	Map hydrant locations. Extend water lines as needed to increase coverage.
		D	Clear dead trees in high priority areas such as those that would be an immediate hazard to road right-of-ways or structures.
EQ 3	Prepare citizens and the built environment to better survive the hazards associated with earthquakes.	A	Raise public awareness of potential threats and necessary preparations to increase survivability of citizens and structures.

Mitigation Strategy

V 4	Prepare citizens to adequately protect themselves and property from hazards of volcanic ash.	A	Educate the public to prepare for the harmful effects of volcanic ash fallout to life and property.
SW 5	Educate citizens and the built environment to better survive the hazards associated with severe weather.	A	Enforce building codes for structures to withstand high winds.
G 6	Identify ways for the City to better prepare for an emergency.	A	Update the City's Emergency Operating Plan from 2007 to ensure the appropriate response to natural hazards.
		B	Update the Alaska Fire Training Facility as an Emergency Operations Command Center.

The requirements for the evaluation and implementation of mitigation actions, as stipulated in DMA 2000 and its implementing regulations, are described below.

DMA 2000 Requirements: Mitigation Strategy - Implementation of Mitigation Actions	
Implementation of Mitigation Actions	
Requirement: §201.6(c)(3)(iii): [The mitigation strategy section shall include] an action plan describing how the actions identified in Section (c)(3)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.	
Element	
<input type="checkbox"/> Does the mitigation strategy include how the actions are prioritized?	
<input type="checkbox"/> Does the mitigation strategy address how the actions will be implemented and administered?	
<input type="checkbox"/> Does the prioritization process include an emphasis on the use of a cost-benefit review to maximize benefits?	
<i>Source: FEMA, 2015.</i>	

The Hazard Mitigation Project Team reviewed the simplified social, technical, administrative, political, legal, economic, and environmental (STAPLEE) evaluation criteria (Table 15) and the Benefit-Cost Analysis Fact Sheet (Appendix D) to consider the opportunities and constraints of implementing each particular mitigation action. For each action considered for implementation, a qualitative statement is provided regarding the benefits and costs and, where available, the technical feasibility. A detailed cost-benefit analysis is anticipated as part of the application process for those projects the City chooses to implement.

Table 15. Evaluation Criteria for Mitigation Actions

Social, Technical, Administrative, Political, Legal, Economic, and Environmental (STAPLEE)

Evaluation Category	Discussion "It is important to consider..."	Considerations
Social	The public support for the overall mitigation strategy and specific mitigation actions.	Community acceptance Adversely affects population

Evaluation Category	Discussion “It is important to consider...”	Considerations
Technical	If the mitigation action is technically feasible and if it is the whole or partial solution.	Technical feasibility Long-term solutions Secondary impacts
Administrative	If the community has the personnel and administrative capabilities necessary to implement the action or whether outside help will be necessary.	Staffing Funding allocation Maintenance/operations
Political	What the community and its members feel about issues related to the environment, economic development, safety, and emergency management.	Political support Local champion Public support
Legal	Whether the community has the legal authority to implement the action, or whether the community must pass new regulations.	Local, Tribal, State, and Federal authority Potential legal challenge
Economic	If the action can be funded with current or future internal and external sources, if the costs seem reasonable for the size of the project, and if enough information is available to complete a FEMA Benefit-Cost Analysis.	Benefit/cost of action Contributes to other economic goals Outside funding required FEMA Benefit-Cost Analysis
Environmental	The impact on the environment because of public desire for a sustainable and environmentally healthy community.	Effect on local flora and fauna Consistent with community environmental goals Consistent with Local, Tribal, State, and Federal laws

On October 29, 2019, the Hazard Mitigation Project Team considered each hazard’s history, extent, and probability to determine each mitigation action’s priority. A rating system based on high, medium, or low was used. High priorities are associated with actions for hazards that impact the community on an annual or near annual basis and generate impacts to critical facilities and/or people. Prioritizing the mitigation actions in the MAP Matrix was completed on December 4, 2019, to provide the City with an approach to implementing the MAP. Table 16 defines the mitigation action priorities.

7.4 IMPLEMENTING A MITIGATION ACTION PLAN

Requirements for Local Government policies in mitigation strategies, as stipulated in DMA 2000 and its implementing regulations, are described below.

DMA 2000 Requirements: Mitigation Strategy	
Implementation of Mitigation Actions	
Requirement: §201.6(c)(3)(iii): [The mitigation strategy section shall include]: an action plan describing how the actions will be prioritized implemented, and administered by the Local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.	
Element	
■ Does the plan contain a mitigation action plan?	

Table 16 defines the MAP.

Table 16. City Mitigation Action Plan
(See acronym and abbreviations list for complete titles)

Action ID	Description	Priority	Responsible Department	Potential Funding	Timeframe	Benefit-Costs / Technical Feasibility
F&E1a	Implement Kenai Bluffs protection measure recommended in the 2018 USACE Kenai Bluffs study.	High	City Planner	City, USACE, Legislature Capital Budget	2020-2025	B/C: The USACE has already completed the study and identified the best solution. TF: The City is seeking funding opportunities.
F&E1b	Establish zoning and building restrictions for the Kenai Bluffs area, and develop a plan to move infrastructure back from the bluff.	High	City Planner	City	2020	B/C: This project would prevent infrastructure from being eroded into the bluff below. TF: This project is feasible using existing community resources and construction standards. Equipment and materials require grant funding.
F&E1c	Maintain (and expand as needed) dune protection measures on the north and south beaches in the vicinity of the Kenai River mouth.	High	City Planner	City	2020	B/C: Fences in 2009 and 2010 made a difference. TF: Fences are relatively inexpensive and easily implemented.
F&E1d	Explore and implement bluff protection measures for the sheer bluff on the north beach, which is currently unprotected.	High	City Planner	City	2020	B/C: Temporary signs have worked in the past. Permanent signs should be considered to remind people their actions cause damage to the bluff. TF: This project is easily implemented.
F&E1e	Continue cooperative efforts of the KPB, City of Kenai Planning & Zoning Commission, City Council, and land owners/developers to enforce a 50-foot setback of items on properties adjacent to waterways.	High	City Planner	City	Ongoing	B/C: The Kenai River Overlay mandates a 50-foot building setback from the mean high water line of the Kenai River. KPB regulations for development in this area meet the objective to minimize damage in the event of a flood.

Mitigation Strategy

Action ID	Description	Priority	Responsible Department	Potential Funding	Timeframe	Benefit-Costs / Technical Feasibility
						TF: The City has the necessary resources to enforce regulations already in place. B/C: The KPB participates in the NFIP. TF: The KPB would act as the Floodplain Manager.
F&E1f	Evaluate the feasibility of participating in the NFIP.	Medium	City Planner	City	2020	B/C: This is an easily-implemented mitigation action. TF: This action could be accomplished by the Fire Department at minimal cost.
F2a	Promote FireWise programs including public education programs in schools and neighborhoods.	High	Fire Chief	Minimal cost anticipated; City	2020	B/C: This is an easily-implemented mitigation action. TF: This action could be accomplished by the Fire Department at minimal cost.
F2b	Promote the development of defensible space and landscaping techniques to community and home construction contractor participation.	High	Fire Chief	Minimal cost anticipated; City	Spring 2020	B/C: This is an easily-implemented mitigation action. TF: This action could be accomplished by the Fire Department at minimal cost.
F2c	Encourage the reduction of fuels in hazardous areas and egress routes in coordination with the Kenai Peninsula Spruce Bark Beetle Mitigation Office, State Forestry, and land owners.	High	Fire Chief	City, DHS Preparedness Technical Assistance Program, HMGP, PDM Grants	2020	B/C: National statistics state that there is a \$10 benefit for every \$1 spent on wildfire mitigation. Flyers and radio ads are inexpensive. TF: This action could be accomplished by the Fire Department at minimal cost. Homeowners and property owners would be responsible for their own lots. Funding would be needed for City property.
F2d	Develop a wildland hazard map based on vegetation data that ranks land based upon its likely susceptibility to the spruce bark beetle.	High	KPB/City Planner	Funding has already been obtained	Spring 2020	B/C: KPB has mapping expertise. TF: This action is already in progress.

Mitigation Strategy

Action ID	Description	Priority	Responsible Department	Potential Funding	Timeframe	Benefit-Costs / Technical Feasibility
F2e	Map hydrant locations. Extend water lines as needed to increase coverage.	High	Public Works Director	Funding has already been obtained	Spring 2020	B/C: Public Works has expertise. TF: This action is already in progress.
EQ3a	In an effort to reduce property damage, the City will continue to adopt and enforce current building codes and construction standards that address the seismic concerns for the KPB.	High	City Planner	City	Ongoing	B/C: The City has already adopted the codes and enforces them. TF: Codes are already implemented.
EQ3b	Prepare citizens and the built environment to better survive the hazards associated with earthquakes through the promotion of public education and the practice of sheltering in place. Encourage the preparation of citizens for self-sufficiency on a post-earthquake scenario.	High	City Planner	City	Ongoing	B/C: A comprehensive earthquake safety program, delivered as appropriate to all ages and audiences will save lives. Seismic standard construction will increase survivability of occupants. TF: Codes are already implemented.
V4	Continue cooperative effort with KPB, Office of Emergency Management, local media, and City of Kenai websites to provide the public with preparedness information prior to and during periods of increased volcanic seismic activity.	High	City Planner	City, KPB, AVO	Ongoing	B/C: During 2009 volcanic activity, the public was adequately informed for preparedness via the KPB and AVO websites as well as collaboration of City Government and local media. Continue preparedness exercises. TF: Regularly practice EOP.
SW5	In an effort to reduce property damage, the City will continue to adopt and enforce current building codes and construction standards that address high winds. Prepare citizens and the built environment to better survive the hazards associated with keeping power on such as backup generators. Residents should do self-assessments on their own properties	High	Individual Homeowner	Individual Homeowner	2020	B/C: Homeowners are responsible for the defensiveness of their property in a natural disaster. Prevention now may save property in the future. TF: Residents would be responsible for following

Mitigation Strategy

Action ID	Description	Priority	Responsible Department	Potential Funding	Timeframe	Benefit-Costs / Technical Feasibility
	and create open space around their houses accordingly so that trees do not fall on houses and powerlines.					City codes and construction standards.
G6a	Update the City's Emergency Operating Plan to ensure the appropriate response to natural hazards.	Medium	Fire Chief	City, Denali Commission	2020	B/C: Sustained mitigation outreach programs have minimal cost and will help build and support area-wide capacity. This type of activity enables the public to prepare for, respond to, and recover from disasters. Coordinated planning ensures effective damage abatement and ensures proper attention is assigned to reduce losses and damage to structures and residents. TF: This low-cost activity can be combined with recurring community meetings where hazard-specific information can be presented in small increments. This activity is ongoing, demonstrating its feasibility.
G6b	Update the Alaska Fire Training Facility as an Emergency Operations Command Center.	Medium	City Manager	City, HMGP, PDM	2020-2025	B/C: The City needs to evaluate their EOC needs and determine if this building should be updated to replace the existing EOC. This building has many desirable features for an EOC. TF: This building is sitting empty in the community and appears to meet criteria.

This section describes a formal plan maintenance process to ensure that this HMP remains an active and applicable document. It includes an explanation of how the City’s Hazard Mitigation Project Team intends to organize their efforts to ensure that improvements and revisions to the HMP occur in a well-managed, efficient, and coordinated manner.

The following three process steps are addressed in detail here:

1. Monitoring, evaluating, and updating the HMP;
2. Implementation through existing planning mechanisms; and
3. Continued public involvement.

8.1 MONITORING, EVALUATING, AND UPDATING THE HMP

Requirements for monitoring, evaluating, and updating the HMP, as stipulated in the DMA 2000 and its implementing regulations, are described below.

DMA 2000 Requirements: Plan Maintenance Process - Monitoring, Evaluating, and Updating the Plan

Monitoring, Evaluating and Updating the Plan

Requirement §201.6(c)(4)(i, ii, and iii): [The plan maintenance process shall include a] section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle; b] a process by which local government incorporates the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate; and c] discussion on how the community will continue public participation in the plan maintenance process.

Element

- Does the plan describe the method and schedule of monitoring the plan, including the responsible department?
- Does the plan describe a system for monitoring implementation of mitigation measures and project closeouts?
- Does the plan describe the method and schedule for updating the plan within the five-year cycle?

Source: FEMA, 2015.

This HMP was prepared as a collaborative effort among the Hazard Mitigation Project Team and LeMay Engineering & Consulting, Inc. To maintain momentum, the City Planner will use the Hazard Mitigation Project Team to monitor, evaluate, and update the HMP. Each authority identified in Table 16 will be responsible for implementing the MAP. The City Planner will serve as the primary point of contact and will coordinate local efforts to monitor, evaluate, and revise the HMP.

Each member of the Hazard Mitigation Project Team will conduct an annual review during the anniversary week of the HMP’s official FEMA approval date to monitor the progress in implementing the HMP, particularly the MAP. As shown in Appendix E, the Annual Review Worksheet will provide the basis for possible changes in the HMP MAP by refocusing on new or more threatening hazards, adjusting to changes to or increases in resource allocations, and engaging additional support for the HMP implementation. The City Planner will initiate the annual review two months prior to the scheduled planning meeting date to ensure that all data is assembled for discussion with the Hazard Mitigation Project Team. The findings from these reviews will be presented at the annual Hazard Mitigation Project Team Meeting. Each review, as shown on the Annual Review Worksheet, will include an evaluation of the following:

- Participation of authorities and others in the HMP implementation;

- Notable changes in the risk of natural or human-caused hazards;
- Impacts of land development activities and related programs on hazard mitigation;
- Progress made with the MAP (identify problems and suggest improvements as necessary and provide progress reports on implemented mitigation actions); and
- The adequacy of local resources for implementation of the HMP.

A system of reviewing the progress on achieving the mitigation goals and implementing the MAP activities and projects will also be accomplished during the annual review process. During each annual review, each authority administering a mitigation project will submit a Progress Report to the Hazard Mitigation Project Team. As shown in Appendix E, the report will include the current status of the mitigation project, including any changes made to the project, the identification of implementation problems and appropriate strategies to overcome them, and whether or not the project has helped achieve the appropriate goals identified in the HMP.

In addition to the annual review, the Hazard Mitigation Project Team will update the HMP every five years. To ensure that this update occurs, in the fourth year following adoption of the HMP, the Hazard Mitigation Project Team will undertake the following activities:

- Request grant assistance from DHS&EM and FEMA to update the HMP (this can take up to one year to obtain and one year to update the HMP);
- Thoroughly analyze and update the risk of natural hazards;
- Provide a new annual review (as noted above), plus a review of the three previous annual reviews;
- Provide a detailed review and revision of the mitigation strategy;
- Prepare an updated MAP for the City;
- Prepare an updated Draft HMP;
- Submit an updated Draft HMP to DHS&EM and FEMA for approval;
- Submit the DSH&EM- and FEMA-approved plan for adoption by the City Council; and
- Return adoption resolution to FEMA to receive formal approval.

8.2 IMPLEMENTATION THROUGH EXISTING PLANNING MECHANISMS

Requirements for implementation through existing planning mechanisms, as stipulated in DMA 2000 and its implementing regulations, are described below.

DMA 2000 Requirements: Plan Maintenance Process - Incorporation into Existing Planning Mechanisms

Incorporation into Existing Planning Mechanisms

Requirements §201.6(c)(4)(ii): [The plan shall include a] process by which the Local Government integrates the HMP into other ongoing City planning efforts as well as other planning mechanisms such as comprehensive or capital improvement plans when appropriate.

Element

- Does the plan identify other planning mechanisms available for incorporating the mitigation requirements of the mitigation plan?
- Does the plan include a process by which the City government will incorporate the mitigation strategy and other information contained in the plan (e.g., risk assessment) into other planning mechanisms, when appropriate?

Source: FEMA, 2015.

After the adoption of the HMP, the City Planner will ensure that the HMP, in particular each Mitigation Action Project, is incorporated into existing planning mechanisms. The City Planner will achieve this incorporation by undertaking the following activities.

- Conduct a review of the community-specific regulatory tools to assess the integration of the mitigation strategy. These regulatory tools are identified in the capability assessment section (Tables 17-19).
- Work with pertinent community departments to increase awareness of the HMP and provide assistance in integrating the mitigation strategy (including the MAP) into relevant planning mechanisms. Implementation of these requirements may require updating or amending specific planning mechanisms.
- The City Planner will be responsible for providing a copy of this HMP to contractors focused on developing new or updating existing Local Plans and ensuring that this HMP is incorporated into plans as applicable.

The City will involve the public to continually reshape and update this HMP. A paper copy of this HMP will be available at City Hall. This HMP will also be stored on the State DCCED/DCRA's plans website for public reference. Planners are encouraged to integrate components of this HMP into their own plans.

The following tables outline the resources available to the City for mitigation related funding and training. The tables delineate the City's regulatory tools, technical specialists, and financial resources available for project management.

Table 17. Regulatory Tools

Regulatory Tools (ordinances, codes, plans)	Existing?	Comments (Year of most recent update; problems administering it, etc.)
Economic Development Plan	2019	KPB Comprehensive Economic Development Strategy
Comprehensive Plan	2016	City of Kenai Comprehensive Plan
Emergency Operations Plan	2007	City of Kenai Emergency Operations Plan
Land Use Plan	Yes	In the 2016 City of Kenai Comprehensive Plan
Transportation Plan	2003	Kenai Peninsula Borough Transportation Plan
Building code	Yes	The City can exercise this authority.
Zoning ordinances	Yes	The City can exercise this authority.
Subdivision ordinances or regulations	Yes	The City can exercise this authority.
Special purpose ordinances	Yes	The City can exercise this authority.
Land Use Regulation	Yes	The City can exercise this authority.

Local Resources

The City has a number of planning and land management tools that will allow it to implement hazard mitigation activities. The resources available in these areas are summarized below.

Table 18. Administrative and Technical Resources

Staff/Personnel Resources	Y/N	Department/Agency and Position
Planner or engineer with knowledge of land development and land management practices	Yes	City Planner
Engineer or professional trained in construction practices related to buildings and/or infrastructure	Yes	Department of Public Works
Planner or engineer with an understanding of natural and/or human-caused hazards	Yes	City Planner
Floodplain Manager	Yes	Jimmy C. Smith, State Floodplain Manager KPB Floodplain Manager
Surveyors	No	The City may hire surveying consulting services.
Staff with education or expertise to assess the jurisdiction's vulnerability to hazards	Yes	City Planner
Personnel skilled in GIS and/or HAZUS-MH	Yes	City Planner
Scientists familiar with the hazards of the jurisdiction	No	U.S. Fish & Wildlife Service; Alaska Dept. of Fish & Game
Emergency Manager	Yes	City Manager, Kenai Peninsula Borough
Finance (Grant writers)	Yes	Finance Director

Public Information Officer	Yes	City Manager
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The following table includes additional information on existing City authority, policies, and programs.

Table 19. Financial Resources for Hazard Mitigation

Financial Resource	Accessible or Eligible to Use for Mitigation Activities
General funds	Limited funding, can exercise this authority with voter approval.
Community Development Block Grants	Limited funding, can exercise this authority with voter approval.
Capital Improvement Projects Funding	Limited funding, can exercise this authority with voter approval.
Authority to levy taxes for specific purposes	Limited funding, can exercise this authority with voter approval.
Incur debt through general obligation bonds	Can exercise this authority with voter approval.
Incur debt through special tax and revenue bonds	Can exercise this authority with voter approval.
Incur debt through private activity bonds	Can exercise this authority with voter approval.
Hazard Mitigation Grant Program (HMGP)	FEMA funding which is available to local communities after a Presidentially-declared disaster. It can be used to fund both pre- and post-disaster mitigation plans and projects.
Pre-Disaster Mitigation (PDM) grant program	FEMA funding which is available on an annual basis. This grant can only be used to fund pre-disaster mitigation plans and projects only.
Flood Mitigation Assistance (FMA) grant program	FEMA funding which is available on an annual basis. This grant can be used to mitigate repetitively-flooded structures and infrastructure to protect repetitive flood structures.
United State Fire Administration (USFA) Grants	The purpose of these grants is to assist state, regional, national, or local organizations to address fire prevention and safety. The primary goal is to reach high-risk target groups including children, seniors, and firefighters.
Fire Mitigation Fees	Finance future fire protection facilities and fire capital expenditures required.

8.3 CONTINUED PUBLIC INVOLVEMENT

Requirements for continued public involvement, as stipulated in DMA 2000 and its implementing regulations, are described below.

DMA 2000 Requirements: Plan Maintenance Process - Continued Public Involvement	
Continued Public Involvement	
Requirement §201.6(c)(4)(iii): [The plan maintenance process shall include a] discussion on how the Government will continue public participation in the plan maintenance process.	
Element	
<ul style="list-style-type: none"> ■ Does the plan explain how continued public participation will be obtained? 	
<i>Source: FEMA, 2015.</i>	

The City is dedicated to involving the public directly in the continual reshaping and updating of the HMP. A paper copy of the HMP and any proposed changes will be available at the City Planning Office. An address and phone number of the City Planner to whom people can direct their comments or concerns will also be available at the City Office.

The City Planner will also identify opportunities to raise community awareness about the HMP and the hazards that affect the area with. The City will host a booth at the Community Health Fair that occurs each spring. The purpose of the booth will be to remind the public about the importance of mitigation and hand out community surveys (see Appendix E) to gauge what areas of mitigation the community feels is relevant. Any public comments received regarding the HMP will be collected by the City Planner, included in the annual report, and considered during future HMP updates.

8.4 POTENTIAL FUNDING RESOURCES

Federal Resources

The Federal government requires Local Governments to have an HMP in place to be eligible for mitigation funding opportunities through FEMA such as the UHMA Programs and the HMGP. The Mitigation Technical Assistance Programs available to Local governments are also a valuable resource. FEMA may also provide temporary housing assistance through rental assistance, mobile homes, furniture rental, mortgage assistance, and emergency home repairs. The Disaster Preparedness Improvement Grant also promotes educational opportunities with respect to hazard awareness and mitigation.

- FEMA, through its Emergency Management Institute, offers training in many aspects of emergency management, including hazard mitigation. FEMA has also developed a large number of documents that address implementing hazard mitigation at the local level. Key resource documents are available from the FEMA Publication Warehouse (1-800-480-2520) and are briefly described here:
 - How-to Guides. FEMA has developed a series of how-to guides to assist States, communities, and Tribes in enhancing their hazard mitigation planning capabilities. The first four guides describe the four major phases of hazard mitigation planning. The last five how-to guides address special topics that arise in hazard mitigation planning such as conducting cost-benefit analysis and preparing multi-jurisdictional

- plans. The use of worksheets, checklists, and tables make these guides a practical source of guidance to address all stages of the hazard mitigation planning process. They also include special tips on meeting DMA 2000 requirements.
- Post-Disaster Hazard Mitigation Planning Guidance for State and Local Governments. FEMA DAP-12, September 1990. This handbook explains the basic concepts of hazard mitigation and shows State, Tribal, and Local governments how they can develop and achieve mitigation goals within the context of FEMA's post-disaster hazard mitigation planning requirements. The handbook focuses on approaches to mitigation, with an emphasis on multi-objective planning.
 - Mitigation Resources for Success compact disc (CD). FEMA 372, September 2001. This CD contains a wealth of information about mitigation and is useful for State, Tribal, and Local government planners and other stakeholders in the mitigation process. It provides mitigation case studies, success stories, information about Federal mitigation programs, suggestions for mitigation measures to homes and businesses, appropriate relevant mitigation publications, and contact information.
 - A Guide to Federal Aid in Disasters. FEMA 262, April 1995. When disasters exceed the capabilities of State, Tribal, and Local governments, the President's disaster assistance programs (administered by FEMA) is the primary source of Federal assistance. This handbook discusses the procedures and process for obtaining this assistance, and provides a brief overview of each program.
 - The Emergency Management Guide for Business and Industry. FEMA 141, October 1993. This guide provides a step-by-step approach to emergency management planning, response, and recovery. It also details a planning process that businesses can follow to better prepare for a wide range of hazards and emergency events. This effort can enhance a business's ability to recover from financial losses, loss of market share, damages to equipment, and product or business interruptions. This guide could be of great assistance to a community's industries and businesses located in hazard prone areas.
 - The FEMA Hazard Mitigation Assistance Guidance and Addendum, February 5, 2015. The guidance introduces the five HMA grant programs, funding opportunities, award information, eligibility, application and submission information, application review process, administering the grant, contracts, additional program guidance, additional project guidance, and contains information and resource appendices (FEMA, 2015).
 - Department of Agriculture (USDA). Assistance provided includes: Emergency Conservation Program, Non-Insured Assistance, Emergency Watershed Protection, Rural Housing Service, Rural Utilities Service, and Rural Business and Cooperative Service.
 - Department of Energy (DOE), Office of Energy Efficiency and Renewable Energy, Weatherization Assistance Program. This program minimizes the adverse effects of high energy costs on low-income, elderly, and handicapped citizens through client education activities and weatherization services such as an all-around safety check of major energy systems, including heating system modifications and insulation checks.

- Department of Health and Human Services, Administration of Children & Families, Administration for Native Americans (ANA). The ANA awards funds through grants to American Indians, Native Americans, Native Alaskans, Native Hawaiians, and Pacific Islanders. These grants are awarded to individual organizations that successfully apply for discretionary funds. ANA publishes in the Federal Register an announcement of funds available, the primary areas of focus, review criteria, and the method of application.
- Department of Housing and Urban Development (HUD), Office of Homes and Communities, Section 108 Loan Guarantee Programs. This program provides loan guarantees as security for Federal loans for acquisition, rehabilitation, relocation, clearance, site preparation, special economic development activities, and construction of certain public facilities and housing.
- Department of Housing and Urban Development, Community Development Block Grants (HUD/CDBG). Provides grant assistance and technical assistance to aid communities in planning activities that address issues detrimental to the health and safety of local residents, such as housing rehabilitation, public services, community facilities, and infrastructure improvements that would primarily benefit low-and moderate-income persons.
- Department of Labor (DOL), Employment and Training Administration, Disaster Unemployment Assistance. Provides weekly unemployment subsistence grants for those who become unemployed because of a major disaster or emergency. Applicants must have exhausted all benefits for which they would normally be eligible.
- Federal Financial Institutions. Member banks of Federal Deposit Insurance Corporation, Financial Reporting Standards or Federal Home Loan Bank Board may be permitted to waive early withdrawal penalties for Certificates of Deposit and Individual Retirement Accounts.
- Internal Revenue Service (IRS), Tax Relief. Provides extensions to current year's tax return, allows deductions for disaster losses, and allows amendment of previous tax returns to reflect loss back to three years.
- U.S. Small Business Administration (SBA). May provide low-interest disaster loans to individuals and businesses that have suffered a loss due to a disaster. Requests for SBA loan assistance should be submitted to DHS&EM.
- USACE Alaska District's Civil Works Branch studies potential water resource projects in Alaska. These studies analyze and solve water resource issues of concern to the local communities. These issues may involve navigational improvements, flood control or ecosystem restoration. The agency also tracks flood hazard data for over 300 Alaskan communities on floodplains or the sea coast. These data help local communities assess the risk of floods to their communities and prepare for potential future floods. The USACE is a member and co-chair of the Alaska Climate Change Sub-Cabinet.

State Resources

- DHS&EM is responsible for improving hazard mitigation technical assistance for Tribal and Local governments for the State of Alaska. Providing hazard mitigation training,

current hazard information, and communication facilitation with other agencies will enhance local hazard mitigation efforts. DHS&EM administers FEMA mitigation grants to mitigate future disaster damages such as those that may affect infrastructure including the elevation, relocation, or acquisition of hazard-prone properties. DHS&EM also provides mitigation funding resources for mitigation planning.

- Division of Senior Services (DSS): Provides special outreach services for seniors, including food, shelter, and clothing.
- Division of Insurance (DOI): Provides assistance in obtaining copies of policies and provides information regarding filing claims.
- Department of Military and Veterans Affairs (DMVA): Provides damage appraisals and settlements for VA-insured homes, and assists with filing of survivor benefits.
- The Community Health and Emergency Medical Services (CHEMS) is a section within the Division of Public Health within the Department of Health and Social Services (DHSS). DHSS is charged with promoting and protecting the public health and one of CHEMS' responsibilities is developing, implementing, and maintaining a statewide comprehensive emergency medical services system. The department's statutory mandate (Alaska Statute 18.08.010) requires it to:
 - Coordinate public and private agencies engaged in the planning and delivery of emergency medical services, including trauma care, to plan an emergency medical services system;
 - Assist public and private agencies to deliver emergency medical services, including trauma care, through the award of grants in aid;
 - Conduct, encourage, and approve programs of education and training designed to upgrade the knowledge and skills of health personnel involved in emergency medical services, including trauma care; and
 - Establish and maintain a process under which hospitals and clinics can represent themselves to be trauma centers because they voluntarily meet criteria adopted by the department which are based on an applicable national evaluation system.
- DCRA within the DCCED. DCRA administers the HUD/CDBG, FMA Program, and the Climate Change Sub-Cabinet's Interagency Working Group's program funds and administers various flood and erosion mitigation projects, including the elevation, relocation, or acquisition of flood-prone homes and businesses throughout the State. This department also administers programs for State "distressed" and "targeted" communities.
- Division of Environmental Conservation (DEC). The DEC's primary roles and responsibilities concerning hazards mitigation are ensuring safe food and safe water, and pollution prevention and pollution response. DEC ensures water treatment plants, landfills, and bulk fuel storage tank farms are safely constructed and operated in communities. Agency and facility response plans include hazards identification and pollution prevention and response strategies.

- Department of Transportation and Public Facilities (DOT/PF) personnel provide technical assistance to the various emergency management programs, to include mitigation. This assistance is addressed in the DHS&EM-DOT/PF Memorandum of Agreement and includes, but, is not limited to: environmental reviews, archaeological surveys, and historic preservation reviews.

In addition, DOT/PF and DHS&EM coordinate buy-out projects to ensure that there are no potential right-of-way conflicts with future use of land for bridge and highway projects, and collaborate on earthquake mitigation.

Additionally, DOT/PF provides safe, efficient, economical, and effective operation of the State's highways, harbors, and airports. DOT/PF uses its Planning, Design and Engineering, Maintenance and Operations, and Intelligent Transportation Systems resources to identify the hazard, plan and initiate mitigation activities to meet the transportation needs of Alaskans and make Alaska a better place to live and work. DOT/PF budgets for the temporary replacement bridges and materials necessary to make the multi-modal transportation system operational following a natural disaster.

- The Department of Natural Resources (DNR) administers various projects designed to reduce stream bank erosion, reduce localized flooding, improve drainage, and improve discharge water quality through the stormwater grant program funds. Within DNR, the Division of Geological and Geophysical Survey (DGGs) is responsible for the use and development of Alaska's mineral, land, and water resources, and collaboration on earthquake mitigation.
 - DNR's DGGs collects and distributes information about the State's geologic resources and hazards. Their geologists and support staff are leaders in researching Alaska's geology and implementing technological tools to most efficiently collect, interpret, publish, archive, and disseminate that information to the public
 - The DNR's Division of Forestry (DOF) participates in a statewide wildfire control program in cooperation with the forest industry, rural fire departments, and other agencies. Prescribed burning may increase the risks of fire hazards; however, prescribed burning reduces the availability of fire fuels, and therefore, the potential for future, more serious fires.
 - DOF also manages various wildland fire programs, activities, and grant programs such as the FireWise Program, the Community Forestry Program (CFP) and the Volunteer Fire Assistance and Rural Fire Assistance Grant (VFA-RFAG) programs.

Other Funding Sources and Resources

The following provide focused access to valuable planning resources for communities interested in sustainable development activities.

- FEMA, <http://www.fema.gov> - includes links to information, resources, and grants that communities can use in planning and implementation of sustainable measures.
- American Planning Association (APA), <http://www.planning.org> - a non-profit professional association that serves as a resource for planners, elected officials, and citizens concerned with planning and growth initiatives.

- Institute for Business and Home Safety (IBHS), <http://ibhs.org> - an initiative of the insurance industry to reduce deaths, injuries, property damage, economic losses, and human suffering caused by natural disasters.
- American Red Cross (ARC). Provides for the critical needs of individuals such as food, clothing, shelter, and supplemental medical needs. Provides recovery needs such as furniture, home repair, home purchasing, essential tools, and some bill payment may be provided.
- Crisis Counseling Program. Provides grants to State and Borough Mental Health Departments, which in turn provide training for screening, diagnosing, and counseling techniques. Also provides funds for counseling, outreach, and consultation for those affected by disaster.

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- ACRC (Alaska Climate Research Center). 2018: Temperature Change in Alaska. Available: <http://climate.gi.alaska.edu/ClimTrends/Change/TempChange.html> (August 2019).
- AEC (Alaska Earthquake Center). 2019. Available: <http://earthquake.alaska.edu/>. (August 2019).
- AICC (Alaska Interagency Coordination Center). 2019. Available: <http://fire.ak.blm.gov/aicc.php>. (August 2019).
- CCSP (U.S. Climate Change Science Program). 2008. *Weather and Climate Extremes in a Changing Climate – Regions of Focus – North America, Hawaii, Caribbean, and U.S. Pacific Islands. A Report by the U.S. Climate Change Science Program and the Subcommittee on Global Change Research*. Vol. 3.3T.R. Karl, G.A. Meehl, C.D. Miller, S.J. Hassol, A.M. Waple, and W.L. Murray, Eds. Department of Commerce, NOAA's National Climatic Data Center, 164 pp.
- City of Kenai. 2016. *Imagine Kenai 2030: City of Kenai Comprehensive Plan*. Available: <https://www.kenai.city/planning/page/comprehensive-plan> (August 2019).
- City of Kenai. 2010. *ANNEX to the Kenai Peninsula Borough Local All Hazard Mitigation Plan*. (August 2019).
- City of Kenai. 2007. *City of Kenai Emergency Operations Plan*. (November 2019).
- DCCED/DCRA (Department of Community and Commerce and Economic Development [DCCED]/Division of Community and Regional Affairs [DCRA]). 2019. Community Profile: <https://dccc.maps.arcgis.com/apps/MapJournal/index.html?appid=0cc86ef7d286440f816f08f46467409a>. (August 2019).
- DHS&EM (Division of Homeland Security and Emergency Management). 2018a. *Alaska State Hazard Mitigation Plan, October 2018*. Accessed January 2019.
- DHS&EM. 2018b. *Disaster Cost Index June 30, 2018*. Accessed January 2018.
- FEMA-a, (Federal Emergency Management Agency), “Local Mitigation Plan Review Guide – September 30, 2011.” Available: https://www.fema.gov/media-library-data/20130726-1809-25045-7498/plan_review_guide_final_9_30_11.pdf (January 2019).
- FEMA-b, “Mitigation Planning How-To Guides, 2013.” Available: <https://www.fema.gov/media-library/resources-documents/collections/6> (January 2019).
- FEMA-c, “Local Mitigation Planning Handbook.” Updated January 1, 2015. Available: <https://www.fema.gov/media-library/assets/documents/31598> (January 2019).
- FEMA-d, “Local Mitigation Assistance Guidance and Addendum, February 27, 2015. Available: <https://www.fema.gov/media-library/assets/documents/103279> (January 2019).
- FEMA-e, “Mitigation Planning Fact Sheet, February 27, 2015. Available: <https://www.fema.gov/media-library/assets/documents/5756> (January 2019).
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- FEMA-f, "Hazard Mitigation Assistance Cost Share Guide, May 2016. Available: <https://www.fema.gov/media-library-data/1463766664964-4e6dd22652cb7c8a6162904f3b1b2022/FinalHMACostShareGuide508.pdf> (January 2019).
- FEMA-g, "Flood Frequently Asked Questions." Available: <https://www.floodsmart.gov/faqs> (August 2019).
- FEMA-h, "Flood Facts." Available: <https://www.floodsmart.gov/why/why-buy-flood-insurance> (August 2019).
- FEMA-i, "Community Status Book Report." Available: <http://www.fema.gov/cis/AK.html> (August 2019).
- FEMA-j, "*FEMA Region X – Kenai Peninsula Borough and the Incorporated Cities of Homer, Kachemak, Kenai, Seldovia, Seward, and Soldotna Risk Report*". December 2017. Available: https://www.commerce.alaska.gov/web/Portals/4/pub/Risk_Report_Kenai_Final.pdf (August 2019).
- KBBI. February 29, 2016. "Enstar Identifies Cause of Gas Explosions in Kenai." Jenny Neyman, Homer.
- KPB. March 2006. *Kenai Area Community Wildfire Protection Plan*. Prepared by Spruce Bark Beetle Program.
- KPB. 2019. *Draft Kenai Peninsula Borough Comprehensive Plan*.
- MMI. 2006. *Modified Mercalli Intensity Scale*. Michigan Technical University. Available: <http://www.geo.mtu.edu/UPSeis/Mercalli.html>. (August 2011).
- Shulski, M., and G. Wendler. 2007. *The Climate of Alaska*. University of Alaska Press. 208 pp.
- Stewart, B. C., K. E. Kunkel, L.E. Stevens, L. Sun, and J. E. Walsh. 2013. *Regional Climate Trends and Scenarios for the U.S. National Climate Assessment: Part 7. Climate of Alaska*. NOAA Technical Report NESDIS 142-7. 60 pp.
- USACE. (U.S. Army Corps of Engineers). November 2018. *Kenai Bluffs Bank Stabilization Section 116 Feasibility Study, Kenai, Alaska*. (August 2018).
- WeatherSpark. 2019. Available: <https://weatherspark.com/y/215/Average-Weather-in-Kenai-Alaska-United-States-Year-Round#Sections-Wind>.

APPENDIX B. Definitions

Asset: Any manmade or natural feature that has value, including, but not limited to people; buildings; infrastructure like bridges, roads, and sewer and water systems; lifelines like electricity and communication resources; or environmental, cultural, or recreational features like parks, dunes, wetlands, or landmarks.

Avalanche: Mass of snow and ice falling suddenly down a mountain slope and often taking with it earth, rocks and rubble of every description.

Base Flood Elevation: The computed elevation to which floodwater is anticipated to rise during the base flood. Base Flood Elevations are shown on FIRMs and on the flood profiles. The Base Flood Elevation is the regulatory requirement for the elevation or floodproofing of structures. The relationship between the Base Flood Elevation and a structure's elevation determines the flood insurance premium.

Borough: The basic unit of local government in Alaska, analogous to counties in other states.

Building: Any structure used or intended for supporting or sheltering any use or occupancy.

Building Code: The regulations adopted by a local governing body principally setting forth standards for the construction, addition, modification, and repair of buildings and other structures for the purpose of protecting the health, safety, and general welfare of the public.

Community: Any state, area or political subdivision thereof, or any Indian tribe or tribal entity that has the authority to adopt and enforce statutes for areas within its jurisdiction.

Critical Facility: Facilities critical to the health and welfare of the population and that are especially important during and after a hazard event. Critical facilities include, but are not limited to, shelters, hospitals, and fire stations.

Dam: A structure built across a waterway to impound water.

Development: 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, or storage of equipment or materials.

Disaster Mitigation Act (DMA 2000) (public Law 106-390): This act was signed into law on October 10, 2000. This legislation reinforces the importance of mitigation planning and emphasizes planning for disasters before they occur.

Earthquake: A sudden motion or trembling that is caused by a release of strain accumulated within or along the edge of the earth's tectonic plates.

Elevation: The raising of a structure to place it above flood waters, generally above the base flood elevation, on an extended support structure.

Emergency Operations Plan: A document that: describes how people and property will be protected in disaster and disaster threat situations; details who is responsible for carrying out specific actions; identifies the personnel, equipment, facilities,

supplies, and other resources available for use in the disaster; and outlines how all actions will be coordinated.

Erosion: The wearing away of the land surface by running water, wind, ice, or other geological agents.

Federal Disaster Declaration: See Presidential Disaster Declaration.

Federal Emergency Management Agency (FEMA): A federal agency created in 1979 to provide a single point of accountability for all federal activities related to hazard mitigation, preparedness, response, and recovery.

Flash Flood: A flood event occurring with little or no warning where water levels rise at an extremely fast rate.

Flood: A general and temporary condition of partial or complete inundation of normally dry land areas from (1) the overflow of inland or tidal waters, (2) the unusual and rapid accumulation or runoff of surface waters from any source, or (3) mudflows or the sudden collapse of shoreline land.

Floodplain: A "floodplain" is the lowland adjacent to a river, lake, or ocean. Floodplains are designated by the frequency of the flood that is large enough to cover them. For example, the 10-year floodplain will be covered by the 10-year flood; the 100-year floodplain by the 100-year flood.

"Flood frequencies:" Frequencies are determined by plotting a graph of the size of all known floods for an area and determining how often floods of a particular size occur. The frequency is the chance of a flood occurring during a given timeframe. It is the percentage of the probability of flooding each year. For example, the 100-year flood has a 1% chance, and the 10-year flood has a 10% chance of occurring in any given year.

Geographic Information System: A computer software application that relates physical features of the earth to a database that can be used for mapping and analysis.

Governing Body: The legislative body of a jurisdiction such as a municipal or Borough assembly or a city council.

Hazard: A source of potential danger or adverse condition. Any situation that has the potential for causing personal injury or death, or damage to property and the environment.

Hazard Event: A specific occurrence of a particular type of hazard.

Hazard Identification: The process of identifying hazards that threaten an area.

Hazard Mitigation: Any action taken to reduce or eliminate the long-term risk to human life and property from natural hazards (44 CFR Subpart M 206.401).

Hazard Mitigation Grant Program: The program authorized under section 404 of the Stafford Act, which may provide funding for mitigation measures identified through the

evaluation of natural hazards conducted under §322 of the Disaster Mitigation Act 2000.

Hazard and Vulnerability Analysis: The identification and evaluation of all the hazards that potentially threaten a jurisdiction and analyzing them in the context of the jurisdiction to determine the degree of threat that is posed by each.

Hydro Unit: Short for Hydrologic Unit. A drainage area delineated to nest in a multi-level, hierarchical drainage system. Its boundaries are defined by hydrographic and topographic criteria that delineate an area of land upstream from a specific point on a river, stream, or similar surface water. A hydrologic unit can accept surface water directly from upstream drainage areas, and indirectly from associated surface areas such as remnant, non-contributing, and diversions to form a drainage area with single or multiple outlet points.

Infrastructure: The public services of a community that have a direct impact to the quality of life. Infrastructure refers to communication technology such as phone lines or Internet access, vital services such as public water supply and sewer treatment facilities, and includes an area's transportation system, regional dams or bridges, etc.

Inundation: The maximum horizontal distance inland reached by a tsunami.

Landslide: Downward movement of a slope and materials under the force of gravity.

Liquefaction: The phenomenon that occurs when ground shaking cause's loose soils to lose strength and act like a thick or viscous fluid. Liquefaction causes two types of ground failure: lateral spread and loss of bearing strength.

Local Government: Any county, Borough, municipality, city, township, public authority, school district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency, or instrumentality of a local government; any Indian tribe or authorized tribal organization, or Alaska Native village or organization; and any rural community, unincorporated town or village, or other public entity, for which an application for assistance is made by a State or political subdivision of a state.

Magma: Molten rock originating from the Earth's interior.

Magnitude: A measure of the strength of a hazard event. The magnitude (also referred to as severity) of a given hazard event is usually determined using technical measures specific to the hazard.

Mitigate: To cause something to become less harsh or hostile, to make less severe or painful.

Mitigation Plan: A systematic evaluation of the nature and extent of vulnerability to the effects of natural hazards typically present in the State and includes a description of actions to minimize future vulnerability to hazards.

Municipality: A political subdivision incorporated under the laws of the state that is a home rule or general law city, a home rule or general law borough, or a unified municipality.

Natural Disaster: Any natural catastrophe, including any hurricane, tornado, storm, high water, wind, driven water, tsunami, earthquake, volcanic eruption, landslide, snowstorm, fire, or drought. (44 CFR Subpart M206.401).

New Construction: New construction means structures for which the “start of construction” on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvement to such structures.

One Hundred (100)-Year: The flood elevation that has a one-percent chance of occurring in any given year. It is also known as the Base Flood.

Overlay Zone: Overlay zones (overlay districts) create a framework for conservation or development of special geographical areas. In a special resource overlay district, overlay provisions typically impose greater restrictions on the development of land, but only regarding those parcels whose development, as permitted under the zoning, may threaten the viability of the natural resource. In a development area overlay district, the provisions may impose restrictions as well, but also may provide zoning incentives and waivers to encourage certain types and styles of development. Overlay zone provisions are often complemented by the adoption of other innovative zoning techniques, such as floating zones, special permits, incentive zoning, cluster development and special site plan or subdivision regulations, to name a few.

Period: A length of time. For waves, it is the length of time between two successive peaks or troughs, which may vary due to interference of waves. Tsunami periods generally range from 5 to 60 minutes.

Planning: The act or process of making or carrying out plans; the establishment of goals, policies and procedures for a social or economic unit.

Preparedness: The steps taken to decide what to do if essential services break down, developing a plan for contingencies, and practicing the plan. Preparedness ensures that people are ready for a disaster and will respond to it effectively.

Presidential Disaster Declaration: The formal action by the President of the United States to make a state eligible for major disaster or emergency assistance under the Robert T. Stafford Relief and Emergency Assistance Act, Public Law 93- 288, as amended.

Probability: A statistical measure of the likelihood that a hazard event will occur.

Recovery: The long-term activities beyond the initial crisis period and emergency response phase of disaster operations that focus on returning all systems in the community to a normal status or to reconstitute these systems to a new, less vulnerable condition.

Response: Those activities and programs designed to address the immediate and short-term effects of the onset of an emergency or disaster.

Retrofit: The strengthening of existing structures to mitigate disaster risks.

Risk: The estimated impact that a hazard would have on people, services, facilities, and structures in a community; the likelihood of a hazard event resulting in an adverse condition that causes injury or damage. Risk is often expressed in relative terms such as a high, moderate or low likelihood of sustaining damage above a particular threshold due to a specific type of hazard event. It can also be expressed in terms of potential monetary losses associated with the intensity of the hazard.

Riverine: Relating to, formed by, or resembling rivers (including tributaries), streams, creeks, brooks, etc.

Riverine Flooding: Flooding related to or caused by a river, stream, or tributary overflowing its banks due to excessive rainfall, snowmelt or ice.

Runoff: That portion of precipitation that is not intercepted by vegetation, absorbed by land surface, or evaporated, and thus flows overland into a depression, stream, lake, or ocean (runoff, called immediate subsurface runoff, also takes place in the upper layers of soil).

Run-up: The maximum vertical height of a tsunami in relation to sea level.

Seiche: An oscillating wave (also referred to as a seismic sea wave) in a partially or fully enclosed body of water. May be initiated by long period seismic waves, wind and water waves, or a tsunami.

Stafford Act: 1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended. 2) The Stafford Act provides an orderly and continuing means of assistance by the Federal Government to State, local and tribal governments in carrying out their responsibilities to alleviate the suffering and damage which result from disaster.

State Disaster Declaration: A disaster emergency shall be declared by executive order or proclamation of the Governor upon finding that a disaster has occurred or that the occurrence or the threat of a disaster is imminent. The state of disaster emergency shall continue until the governor finds that the threat or danger has passed or that the disaster has been dealt with to the extent that emergency conditions no longer exist and terminates the state of disaster emergency by executive order or proclamation. Along with other provisions, this declaration allows the governor to utilize all available resources of the State as reasonably necessary, direct and compel the evacuation of all or part of the population from any stricken or threatened area if necessary, prescribe routes, modes of transportation and destinations in connection with evacuation and control ingress and egress to and from disaster area. It is required before a Presidential Disaster Declaration can be requested.

State Hazard Mitigation Officer (SHMO): The SHMO is the representative of state government who is the primary point of contact with FEMA, other state and Federal agencies, and local units of government in the planning and implementation of pre- and post-disaster mitigation activities.

Storm Surge: Rise in the water surface above normal water level on open coast due to the action of wind stress and atmospheric pressure on the water surface.

Stream: A body of water flowing in a natural surface channel. Flow may be continuous or only during wet periods. Streams that flow only during wet periods are termed “intermittent streams.”

Structure: That which is constructed above or below ground in some definite manner for any use or purpose.

Subdivision Regulations: Ordinances or regulations governing the subdivision of land with respect to things such as adequacy and suitability of building sites and utilities and public facilities.

Tectonic Plate: Torsionally rigid, thin segments of the earth’s lithosphere that may be assumed to move horizontally and adjoin other plates. It is the friction between plate boundaries that causes seismic activity.

Topography: The contour of the land surface. The technique of graphically representing the exact physical features of a place or region on a map.

Tribal Government: A Federally recognized governing body of an Indian or Alaska Native Tribe, band, nation, pueblo, village or community that the Secretary of the Interior acknowledges to exist as an Indian tribe under the Federally Recognized Tribe List Act of 1994, 25 U.S.C. 479a. This does not include Alaska Native corporations, the ownership of which is vested in private individuals.

Tsunami: A sea wave produced by submarine earth movement or volcanic eruption with a sudden rise or fall of a section of the earth's crust under or near the ocean. A seismic disturbance or land slide can displace the water column, creating a rise or fall in the level of the ocean above. This rise or fall in sea level is the initial formation of a tsunami wave.

Volcano: A volcano is an opening, or rupture, in a planet's surface or crust, which allows hot magma, ash, and gases to escape from below the surface. Volcanoes are generally found where tectonic plates are diverging or converging. A mid-oceanic ridge, for example the Mid-Atlantic Ridge, has examples of volcanoes caused by divergent tectonic plates pulling apart; the Pacific Ring of Fire has examples of volcanoes caused by convergent tectonic plates coming together.

Vulnerability: Describes how exposed or susceptible to damage an asset is. Vulnerability depends on an asset’s construction, contents, and the economic value of its functions. The vulnerability of one element of the community is often related to the vulnerability of another. For example, many businesses depend on uninterrupted electrical power – if an electrical substation is flooded, it will affect not only the

substation itself, but a number of businesses as well. Other, indirect effects can be much more widespread and damaging than direct ones.

Vulnerability Assessment: The extent of injury and damage that may result from hazard event of a given intensity in a given area. The vulnerability assessment should address impacts of hazard events on the existing and future built environment.

Watercourse: A natural or artificial channel in which a flow of water occurs either continually or intermittently.

Watershed: An area that drains to a single point. In a natural basin, this is the area contributing flow to a given place or stream.

Water Surface Elevation: Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal riverine areas.

Water Table: The uppermost zone of water saturation in the ground.

Wetlands: Areas that are inundated or saturated frequently and for long enough to support vegetative or aquatic life requiring saturated or seasonally saturated soil conditions for growth and reproduction.

Wildfire: An uncontrolled fire that spreads through vegetative fuels, exposing and possibly consuming structures.

Worst Case Scenario: The term "worst case scenario" is somewhat self-explanatory. It includes the potential for a "cascade effect", which was assumed in analyzing the risk from each hazard. The term "cascade effect" is used to describe the triggering of several hazard occurrences from an initial event. An earthquake for instance, might also trigger avalanches, collapsed buildings, transportation and utility disruptions, and hazardous material releases, each of which might trigger additional events, all part of the same incident.

Zoning Ordinance: An ordinance under the state or local government's police powers that divides an area into districts and, within each district, regulates the use of land and buildings, height, and bulk of buildings or other structures, and the density of population.

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Appendix A: Public Involvement

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Department of Military and Veterans Affairs

Division of Homeland Security and
Emergency Management

P.O. Box 5750
JBER, AK 99505-0750
Main: 907.428.7000
Fax: 907.428.7009
www.ready.alaska.gov

May 23, 2018

Elizabeth Appleby, City Planner
City of Kenai
210 Fidalgo Avenue
Kenai, Alaska 99611

RE: Letter of Commitment for the City of Kenai to participate in Local Hazard Mitigation Planning delivered by the State of Alaska Division of Homeland Security and Emergency Management.

Dear Ms Appleby:

The State of Alaska Division of Homeland Security and Emergency Management (DHS&EM), in cooperation with the Federal Emergency management Agency (FEMA), is seeking funding to provide your community with a Local Hazard Mitigation Plan. In cooperation with your community, the planning would be completed using State technical assistance and State managed contracting.

Mitigation planning gives your community a great opportunity to assess the disaster hazards facing your community, consider the risks from those hazards and then consider as a community how to reduce or eliminate the losses from those hazards in the future. As you know the City of Kenai can potentially be affected by a wide range of hazards including wildfires, earthquakes, and water-related events so this planning process could be critical to reduced effects from these events.

Having a FEMA approved hazard mitigation plan will also make your community eligible for hazard mitigation grant funds to construct mitigation projects that will make your community more resilient in future disasters.

The development of your plan will be the responsibility of contractors hired by the State of Alaska. To be successful, your community will be required to cooperate during the development planning process including:

- Providing community information on previous disasters, damage and hazards
- Assist with information that will allow a vulnerability analysis and an identification of risks
- Work with the plan developers to formulate community mitigation goals and actions
- Host at least two public community meetings to review and edit the plan drafts
- Formally present the completed plan as a community document to the community's governing body for adoption

Therefore, with an understanding of the requirements for community participation in the hazard mitigation planning process; I Elizabeth Appleby, City Planner, commit the City of Kenai to the DHS&EM local hazard mitigation planning effort.

Executed this 29th day of May 2018.

Elizabeth Appleby
(Jurisdiction official's signature)

Affidavit: By signing below, I certify that the **AGENDA**, a printed copy of which is attached, was published in the Peninsula Clarion, a newspaper of general circulation on the 25th day of October, 2019.

Wilma E. Anderson

WILMA E. ANDERSON, PLANNING ASSISTANT

WITNESS SIGNATURE:

Kayla Feltman
RWA

Title: _____

Date: October 28, 2019



AGENDA
CITY OF KENAI PLANNING & ZONING COMMISSION
REGULAR MEETING
OCTOBER 30, 2019 - 7:00 P.M.
www.kenai.city

- A. SCHEDULED PUBLIC COMMENT** – Jennifer LeMay, LeMay Engineering & Consulting, Inc. to Discuss the City of Kenai Local Hazard Mitigation Plan
- B. CONSIDERATION OF PLATS**
 - 1. Resolution PZ2019-40** – Original Preliminary Plat of Valhalla Heights Osland Replat, submitted by Edge Survey and Design, Inc., 43335 K-Beach Rd., Suite 16B, Soldotna AK 99669, on behalf of Tyler Scott Osland, 236 Riverwatch Dr., Soldotna, AK 99669
 - 2. Resolution PZ2019-41** – Original Preliminary Plat of Valhalla Heights 2019 Replat, submitted by McLane Consulting, Inc., P.O. Box 468, Soldotna AK 99669, on behalf of Jeremiah N. and Jennifer Cates, 415 Phillips Dr., Kenai, AK 99611
 - 3. Resolution PZ2019-42** – Original Preliminary Plat of Valhalla Heights White Replat, submitted by McLane Consulting, Inc., P.O. Box 468, Soldotna AK 99669, on behalf of John J. and Mary L. White, 5327 Kenai Spur Highway, Kenai, AK 99611
- C. PUBLIC HEARINGS** - None
- D. UNFINISHED BUSINESS** - None
- E. NEW BUSINESS** - None

The meeting will commence at 7:00 p.m. in the Kenai City Hall Council Chambers at 210 Fidalgo Avenue, Kenai, Alaska. For more information, please contact Wilma Anderson, Planning Assistant, at (907) 283-8237 or e-mail: wanderson@kenai.city.

Wilma E. Anderson
Planning & Zoning Administration

Publish: October 25, 2019

2434354



Kenai Planning and Zoning Commission - Regular Meeting

October 30, 2019 – 7:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

<https://www.kenai.city>

AGENDA

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Agenda Approval
4. Consent Agenda
5. *Excused Absences

All items listed with an asterisk () are considered to be routine and non-controversial by the Commission and will be approved by one motion. There will be no separate discussion of these items unless a Commission Member so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda as part of the General Orders.

B. APPROVAL OF MINUTES

1. *September 25, 2019

C. SCHEDULED PUBLIC COMMENT

Public comment limited to ten (10) minutes per speaker)

1. Jennifer LeMay, LeMay Engineering & Consulting, Inc. to Discuss the City of Kenai Local Hazard Mitigation Plan

D. UNSCHEDULED PUBLIC COMMENT

(Public comment limited to three (3) minutes per speaker; thirty (30) minutes aggregated)

E. CONSIDERATION OF PLATS

1. **Resolution PZ2019-40** - Original Preliminary Plat of Valhalla Heights Osmond Replat, submitted by Edge Survey and Design, P.O. Box 468, Soldotna AK 99669, on behalf of Jeremiah N. and Jennifer Cates, 415 Phillips Dr., Kenai, AK 99611

2. **Resolution PZ2019-41** - Original Preliminary Plat of Valhalla Heights 2019 Replat, submitted by McLane Consulting, Inc., P.O. Box 468, Soldotna AK 99669, on behalf of Jeremiah N. and Jennifer Cates, 415 Phillips Dr., Kenai, AK 99611
3. **Resolution PZ2019-42** – Original Preliminary Plat of Valhalla Heights White Replat, submitted by McLane Consulting, Inc., P.O. Box 468, Soldotna, AK 99669, on behalf of John J. and Mary L. White, 5327 Kenai Spur Highway, Kenai, AK 99611

F. **PUBLIC HEARINGS**

G. **UNFINISHED BUSINESS**

H. **NEW BUSINESS**

I. **PENDING ITEMS**

J. **REPORTS**

1. City Council
2. Borough Planning
3. Administrative Report

K. **ADDITIONAL PUBLIC COMMENT**

(Public comment limited to three (3) minutes per speaker; thirty (30) minutes aggregated)

L. **INFORMATIONAL ITEMS**

1. Planning and Zoning Resolutions – Third Quarter 2019
2. Building Permits – Third Quarter 2019
3. Code Violations – Third Quarter 2019

M. **NEXT MEETING ATTENDANCE NOTIFICATION**

1. November 13, 2019 - 7.p.m - Regular Meeting

N. **COMMISSION COMMENTS AND QUESTIONS**

O. **ADJOURNMENT**

Kenai Planning Team Meeting for the 2019 Hazard Mitigation Plan

October 30, 2019

2 pm at Kenai City Council Chambers

Name	Department Represented	Contact Information (email)
Jeff Tucker	Fire	jtucker@kenai.city
Elizabeth Appleby	P&Z	eappleby@kenai.city
JENNIFER LEMAY	CONTRACTOR	jlemay@lemayengineering.com
Jeremiah Hamilton	Fire	jhamilton@kenai.city
BOB FRATES	Parks & Rec.	bfrates@kenai.city
DAVID ROSS	Police	drosse@kenai.city
Mary B. Durant	Kenai Airport	mbdurant@kenai.city
Scott Curtis	Public Works	scurtin@kenai.city

Kenai Public Meeting #1 for the 2019 Hazard Mitigation Plan

October 30, 2019

7 pm at Kenai City Council Chambers


Name	Organization Represented or Kenai Resident	Contact Information (email)
Victoria Askin	Kenai P+Z Commission	cott@ptialaska.net
Tim McIntyre	Kenai Planning & Zoning Commission	timcintyre@gmail.com
JOSEPH HALSTED	P+Z	Joe@digitrak.com
Gary Greenberg	"	Ggreenberg@akmapco.com
Elizabeth Appleby	City Planner City of Kenai	eappleby@kenai.city
JEFF TWAIT	Kenai P+Z Commission	jtwaits@icloud.com
Bob Molloy	City Council Liaison to Planning & Zoning	bmolloy@kenai.city
Jeremiah Cates	Kenai Resident	—
Jennifer Cates	Kenai Resident	—
JENNIFER LE MAY	LEMAY ENGINEERING & CONSULTING, INC.	jlemay@lemayengineering.com

Hazard Mitigation Planning Process

Development of a City of Kenai Hazard Mitigation Plan

Plans must be updated every five years and approved by DHS&EM and FEMA and then be adopted by the community via City Council resolution for the community to remain eligible for FEMA grant funding.

Public Meeting #1: October 30, 2019



An annex to the Kenai Peninsula Borough Hazard Mitigation Plan was prepared in 2010 and briefly listed natural hazard risks for the City of Kenai. The Plan has expired. LeMay Engineering & Consulting, Inc. was hired by DHS&EM to assist in creating a stand alone City of Kenai Hazard Mitigation Plan. The effort to develop this Plan is a public process, and you are invited to participate.

Today is Public Meeting #1 as part of the regularly-scheduled Planning & Zoning Commission meeting on October 30, 2019. Within the next two weeks, the City will post the Draft 2019 Hazard Mitigation Plan on its website for review by the community and begin a 30-day public comment period. Public Meeting #2 will occur December 4 at the regularly-scheduled City Council meeting and will serve as a public hearing and forum to provide comments on the Plan.

Today's meeting is a forum to present a summary of the planning process and evaluate mitigation actions for the community. I welcome your input. Comments can be provided during this meeting or by email or phone. Send Jennifer LeMay, PE, PMP an email at jlemay@lemayengineering.com or call her at (907) 350-6061.

For the Hazard Mitigation Plan, we're interested in information related to:

- Hazard Identification,
- Profiles (characteristics),
- Previous occurrences,
- Locations,
- Extents (breadth, magnitude, and severity),
- Impacts, and
- Recurrence probability statements.

Which hazards are applicable for the City of Kenai?

- Flood/Erosion ★
- Wildland/Conflagration Fires ★
- Earthquakes ★
- Volcanic Ashfall ★
- Severe Weather ★
- Changes in the Cryosphere ★

Plan Process

- Public Meeting #1 on October 30, 2019.
- Draft Plan available for public comment (Second Week of November, 2019).
- Public hearing for Draft Plan (December 4, 2019).
- State/FEMA review and pre-approval of Draft Plan.
- Newsletter announcing Final Plan (the public may still comment).
- City Council adoption.
- Final Approval from State/FEMA.

After the 2019 Hazard Mitigation Plan is completed, approved, and adopted, the City of Kenai will be eligible to apply for mitigation project funds from DHS&EM and FEMA for five years until the plan requires an update in 2025.

Contacts:

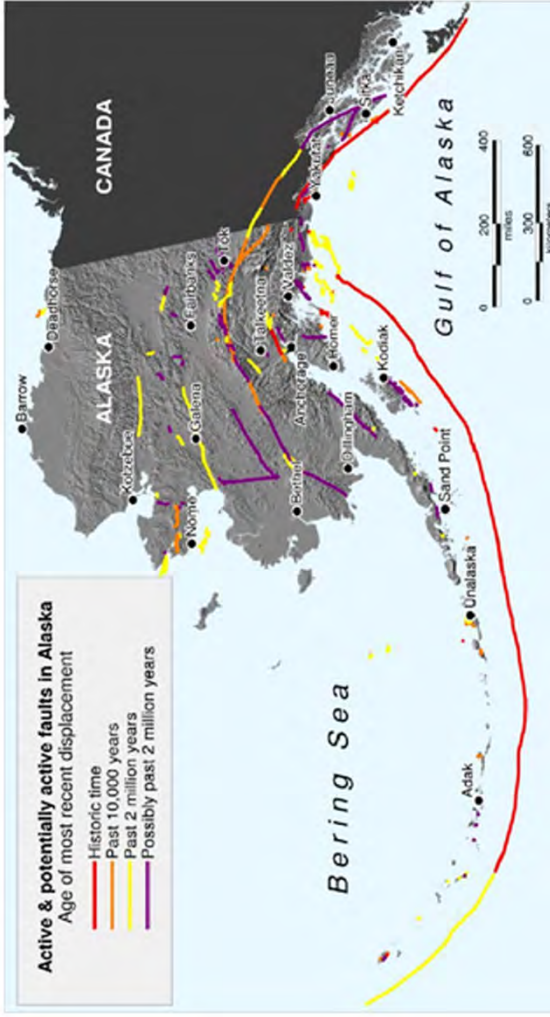
Jennifer LeMay, PE, PMP, LeMay Engineering & Consulting, Inc. Planner (907) 350-6061
Brent Nichols, CFM, State of Alaska DHS&EM Hazard Mitigation Officer (907) 428-7085

or avalanches.
ai Bluffs' report, both sea ice
winter months. Ice gouges the

-
- LEGEND**
- Permafrost Hazard Areas**
- High (Red)
 - Moderate (Yellow)
 - Low (Green)
- PERMAFROST HAZARD AREAS
STATE OF ALASKA
STATE HAZARD MITIGATION PLAN**

Earthquakes

- The entire geographic area of Alaska is prone to earthquake effects. The most recent large earthquake occurred on January 24, 2016, with a magnitude of 7.1 and was located 53 miles west of Anchor Point. A total of four homes were destroyed on Lilac Lane.
- The USGS earthquake probability model places the probability of an earthquake with a likelihood of experiencing strong shaking within Kenai at 0.6 to 0.8 g PGA with a 2% probability in 50 years. A 2% probability in 50 years is a rare, large earthquake, and statistically, it happens on average every 2,500 years.



Flood/Erosion

- The 2017 FEMA Risk Map study did not identify any areas of concern for the City of Kenai with regards to flooding.
- The 2017 FEMA Risk Map study identified the Wastewater Treatment Plant at risk of erosion.
- The Kenai Bluffs are 5,000 linear feet of high bank located in the City along the north bank of the Kenai River at the mouth of Cook Inlet. The U.S. Army Corps of Engineers completed a feasibility study in September 2018 that recommended installation of a protective berm at the bluff toe.

Severe Weather

In Kenai, severe weather consists of high winds and ice storms.

Wildland/Conflagration Fires

Historically, significant fires within the City include the 1969 Swanson River Fire and the Swires Road fire in the mid-1980s. The City also experiences small wildland fires throughout the summer months which the City of Kenai Fire Department and the Alaska Department of Forestry responded to cooperatively. No conflagration fires have occurred in the City of Kenai.

Mitigation Goals for the City of Kenai

Goal ID	Description
1	Reduce or eliminate loss of homes and property due to fires.
2	Reduce or eliminate the erosion of the bluff at the mouth of the Kenai River.
3	Prepare citizens and the built environment to better survive the hazards associated with earthquakes.
4	Prepare citizens to adequately protect themselves and property from the hazards of volcanic ash.
5	Update the City's Emergency Operating Plan to ensure the appropriate response to natural hazards.
6	Update the ARFT as an Emergency Operations Command Center.

Mitigation Actions for the City of Kenai

Action ID	Description	Pri- ority	Respon- sible Party	Potential Funding	Time- frame
1	Promote the FireWise program including public education programs in school and neighborhoods. Promote the development of defensible space and landscaping techniques to community and home construction contractor participation. Encourage the reduction of fuels in hazardous areas and egress routes in coordination with the Kenai Peninsula Spruce Bark Beetle Mitigation Office, State Forestry, and land owners. Trees infected with spruce bark beetle need to be identified and removed.	High	Fire Chief	DHS Preparedness Technical Assistance Program, HMGP, PDM Grants	>1 year
2	Seek funding for bluff protection measure recommended in the 2018 U.S. Army Corps of Engineers' Kenai Bluffs study.	High	City Planner	City, USACE, State Legislature	1-5 years

Mitigation Actions for the City of Kenai

Action ID	Description	Pri- ority	Respon- sible Party	Potential Funding	Time- frame
3	In an effort to reduce property damage, the City will continue to adopt and enforce current building codes and construction standards that address the seismic concerns for the KPB. Prepare citizens and the built environment to better survive the hazards associated with earthquakes through the promotion of public education and the practice of sheltering in place. Encourage the preparation of citizens for self-sufficiency on a post-earthquake scenario.	High	City Planner	KPB School District, Emergency Services, DHS&EM	Ongoing
4	Continue cooperative effort with Kenai Peninsula Borough Office of Emergency Management, local media, and City of Kenai websites to provide the public with preparedness information prior to and during periods of increased volcano seismic activity.	High	City Planner	City, KPB, AVO	Ongoing
5	Update the City's Emergency Operating Plan to ensure the appropriate response to natural hazards.	High	Fire Chief	Fire Department	2020
6	Update the ARFT as an Emergency Operations Command Center.	Medium	City Manager		2020-2025

Vulnerability of the City of Kenai

Population

- ▲ 2010 U.S. Census was 7,100.
- ▲ 2016 ACS Data was 7,551.

Houses and Critical Infrastructure

- ▲ 3,221 single-family residential structures per 2016 ACS.
- ▲ Critical facilities and infrastructure are being identified.



Jennifer L. LeMay, PE, PMP
Vice President
4272 Chelsea Way
Anchorage, AK 99504
(907) 350-6061
jlemay@lemayengineering.com

November 1, 2019

Brent A. Nichols, EMSII, CFM
State Hazard Mitigation Officer
Department of Military and Veterans Affairs (DMVA)
Division of Homeland Security and Emergency Management (DHS&EM)
P.O. Box 5750
JBER, AK 99505-5750

Subject: Hazard Mitigation Planning Process Trip Report

On October 30, 2019, I traveled to Kenai, Alaska. The purpose of this trip was to conduct an introductory meeting, gather hazard data, review with community leaders the applicable hazards for the area, review potential mitigation strategies, and identify the critical facilities within the community.

I met with the Hazard Mitigation Project Team from 2-4 pm to discuss the planning process, identify City hazard concerns, and confer about critical facilities and infrastructure.

At 7:00 pm, I attended the Planning and Zoning Commission meeting and gave a Powerpoint® presentation of the hazard mitigation planning process. The presentation will be included in Appendix A of the HMP.

If you have any questions, please do not hesitate to call me at (907) 350-6061.

11/1/19

Jennifer L. LeMay, PE, PMP/Date
LeMay Engineering & Consulting, Inc.

City of Kenai Hazard Mitigation Plan

Newsletter #1: November 8, 2019



Photo Credit: Eagle Eye Gallery.

The State of Alaska, Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management (DHS&EM) was awarded a Pre-Disaster Mitigation Program grant from the Federal Emergency Management Agency (FEMA) to develop a hazard mitigation plan (HMP) for the City of Kenai. This plan will assist the City as a valuable resource tool in making decisions. Additionally, communities must have a State- and FEMA-approved and community-adopted HMP to receive FEMA pre- and post- disaster grants.

You're Invited to Comment on the Plan: The purpose of Newsletter #1 is to announce the availability of the Draft HMP and invite you to provide comments, identify key issues or concerns, and improve mitigation ideas. This plan has been posted on the City website and a printed copy is available at City Hall for your review. Comments can be provided verbally to Jennifer LeMay at (907) 350-6061 or emailed to jlemay@lemayengineering.com.

Attend the December 4, 2019, Presentation at the regularly scheduled 6:00 pm City Council Meeting at the City Council Chambers, 210 Fidalgo Avenue: Jennifer LeMay will provide a summary of the HMP process as a scheduled public speaker. You're invited to provide input and comment on the Draft HMP.

For more information, contact:

Elizabeth Appleby, City Planner (907) 283-8235

Jennifer LeMay, PE, PMP, Lead Planner, (907) 350-6061

Brent Nichols, DMVA DHS&EM Hazard Mitigation Officer (907) 428-7085



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Planning and Zoning

Draft Hazard Mitigation Plan

The State of Alaska, Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management (DHS&EM) was awarded a Pre-Disaster Mitigation Program grant from the Federal Emergency Management Agency (FEMA) to develop a hazard mitigation plan (HMP) for the City of Kenai. This plan will assist the City as a valuable resource tool in making decisions.

Communities must have a State- and FEMA-approved and community-adopted HMP to receive FEMA pre- and post-disaster grants.

You're Invited to Comment on the Plan through 12/8/19:

View a pdf of the plan on this webpage or request a printed version at City Hall from Elizabeth Appleby, City Planner. Comments can be provided verbally to Jennifer LeMay at (907) 350-6061 or emailed to jlemay@lemayengineering.com.

Public Hearing 12/4/19:

Attend the December 4, 2019 regularly scheduled 6:00 pm City Council Meeting at the City Council Chambers, 210 Fidalgo Avenue for more information. One of the agenda items will be a summary of the HMP process by Jennifer LeMay. You are invited to provide input to the HMP.

For more information, contact:


Elizabeth Appleby, City Planner (907) 283-8235

Jennifer LeMay, PE, PMP, Lead Planner, (907) 350-6061

Brent Nichols, DMVA DHS&EM Hazard Mitigation Officer
(907) 428-7085

Supporting Documents

 Nov. 2019 DRAFT City of Kenai Hazard Mitigation Plan
(10 MB)

 Nov. 2019 Newsletter #1 - City of Kenai HMP Update
(260 KB)

Contact Information

Planning and Zoning

planning@kenai.city

210 Fidalgo Avenue

Kenai, Alaska 99611

Phone (907) 283-8237

Fax (907) 283-3014

[View Full Contact Details](#)

[Home](#) | [Staff Login](#) | [KMC](#)
210 Fidalgo Ave. Kenai, AK 99611 (907) 283-7535



Kenai City Council - Regular Meeting

December 04, 2019 – 6:00 PM

Kenai City Council Chambers

210 Fidalgo Avenue, Kenai, Alaska

www.kenai.city

AGENDA

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Agenda Approval
4. Consent Agenda (*Public comment limited to three (3) minutes per speaker; thirty (30) minutes aggregated*)

All items listed with an asterisk () are considered to be routine and non-controversial by the council and will be approved by one motion. There will be no separate discussion of these items unless a council member so requests, in which case the item will be removed from the consent agenda and considered in its normal sequence on the agenda as part of the General Orders.

B. SCHEDULED PUBLIC COMMENTS

(Public comment limited to ten (10) minutes per speaker)

1. **Branden Bornemann, Kenai Watershed Forum** - The Value of Non-profits in Our Community and a Highlight of the Ways in Which the Kenai Watershed Forum and the City of Kenai Have Successfully Partnered with One Another Past, Present, and Future.
2. **Jennifer LeMay, Lemay Engineering** - City of Kenai Draft Hazard Mitigation Plan Presentation.
3. **Joy Merriner, BDO Inc.** - Presentation of the FY19 City of Kenai Comprehensive Annual Financial Report.

C. UNSCHEDULED PUBLIC COMMENTS

(Public comment limited to three (3) minutes per speaker; thirty (30) minutes aggregated)

D. PUBLIC HEARINGS

1. **Ordinance No. 3095-2019** - Increasing Estimated Revenues and Appropriations in the General Fund – Police Department and Accepting a Grant from the Department of Justice for the Purchase of Ballistic Vests. (Administration)
2. **Ordinance No. 3096-2019** - Determining that Real Property Described as Lot One (1), Aleyeska Subdivision Part 3, According to Plat No. 1531 and Lot One A (1-A), Aleyeska Subdivision Part 3, According to Plat K-1531, City-Owned Airport Land Located Outside the Airport Reserve, is not Needed for a Public Purpose and Authorizing the Sale of the Property to MITAK, LLC. (Administration)
3. **Ordinance No. 3097-2019** - Increasing Estimated Revenues and Appropriations in the Terminal Improvements Capital Fund, and Authorizing an Increase to the Construction Purchase Order to Blazy Construction, Inc. (Administration)
4. **Resolution No. 2019-71** - Repealing Policy No. 2017-02, Supervisory Sub-Committee. (Council Member Knackstedt) *[Clerk's Note: At its November 6 meeting Council postponed this item to the December 4 meeting; a motion to adopt is on the floor.]*
 - **Substitute Resolution No. 2019-71** – Amending Council Policy 2017-02, Establishing Procedures and Responsibilities of the Sub-Committee of Council for the Supervision of the City Attorney, City Clerk, and City Manager for Improved Efficiency. (Council Members Knackstedt and Navarre)
5. **Resolution No. 2019-76** - Identifying the Projects to be Funded through State of Alaska Grant No. 15-DC-078 for Personal Use Fishery Related Improvements on North and South Beaches. (Administration)
6. **Resolution No. 2019-77** - Authorizing a Sole Source Purchase Agreement for Proprietary Water Treatment Chemicals for the City's Water Treatment Plant to Nalco, an Ecolab Company. (Administration)
7. **Resolution No. 2019-78** - Authorizing the City Manager to Enter Into an Amended Restaurant Concession Agreement with the Kenai Municipal Airport. (Administration)

E. MINUTES

1. *Regular Meeting of November 6, 2019. (City Clerk)

F. UNFINISHED BUSINESS

G. NEW BUSINESS

1. ***Action/Approval** - Bills to be Ratified. (Administration)
2. ***Ordinance No. 3098-2019** - Increasing Estimated Revenues and Appropriations in the General Fund, Police Department and Amending Kenai Municipal Code Sections 23.25.040 – Appointee Compensation, 23.25.065 – Shift Differential Pay, 23.50.010 – Employee Classification, and 23.55.030 – Qualification Pay to Improve

Recruitment and Retention for Police Officers and Other Eligible Employees Receiving Shift Differential Pay. (Administration)

3. ***Ordinance No. 3099-2019** - Amending Kenai Municipal Code Section 23.50.010 – Employee Classification to Amend Class Titles in the Public Works Water and Sewer and Wastewater Classes.(Administration)
4. ***Ordinance No. 3100-2019** - Increasing Estimated Revenues and Appropriations by \$4,786.53 in the General Fund - Police Department for Drug Investigation Overtime Expenditures. (Administration)
5. **Discussion** - Old Town Kenai Signage. (Council Member Knackstedt)
6. **Discussion** - Kenai Peninsula Borough Substitute Ordinance 2019-24 - Adopting KPB 20.80, Subdivision Private Streets and Gated Subdivisions. (Administration)
7. **Discussion** - Potential Parcel Purchase by Ron Hyde. (Administration)

H. COMMISSION / COMMITTEE REPORTS

1. Council on Aging
2. Airport Commission
3. Harbor Commission
4. Parks and Recreation Commission
5. Planning and Zoning Commission
6. Beautification Committee
7. Mini-Grant Steering Committee

I. REPORT OF THE MAYOR

J. ADMINISTRATION REPORTS

1. City Manager
2. City Attorney
3. City Clerk

K. ADDITIONAL PUBLIC COMMENT

1. Citizens Comments (*Public comment limited to five (5) minutes per speaker*)
2. Council Comments

L. EXECUTIVE SESSION

1. Review and Discussion of the Terms of an Employment Agreement Extension for the City Manager which Pursuant to AS 44.62.310(C)(2) May be a Subject that Tends to Prejudice the Reputation and Character of the Applicant and per AS 44.62.310(c)(1) is a Matter of which the Immediate Knowledge may have an Adverse Effect Upon the Finances of the City.

M. PENDING ITEMS

N. ADJOURNMENT

O. INFORMATION ITEMS

1. Purchase Orders between \$2,500 and \$15,000.
2. Notice of two Right-of-Way Leases for the Alaska LNG Project

The agenda and supporting documents are posted on the City's website at www.kenai.city. Copies of resolutions and ordinances are available at the City Clerk's Office or outside the Council Chamber prior to the meeting. For additional information, please contact the City Clerk's Office at 907-283-8231.

Public Meeting #2 for the 2019 Hazard Mitigation Plan

December 4, 2019, City Council Meeting

6 pm at Kenai City Council Chambers


Name	Department Represented	Contact Information (email)
Glenese Pettey	City Council	gpettey@kenai.city
Bob Molloy	City Council	bmolloy@kenai.city
Robert Peterkin	City Council	rpeterkin@kenai.city
Brian Gabriel	City Council	bgabriel@kenai.city
Tim Navarre	City Council	tnavarre@kenai.city
Jim Glendening	City Council	jglendening@kenai.city
Henry Krackstett	City Council	hkrackstett@kenai.city
BILL DUNN	CITIZEN	dunnwmr@gmail.com
JENNIFER LEMAY	CONSULTANT	jlemay@lemayengineering.com

Hazard Mitigation Planning Process

Development of a City of Kenai Hazard Mitigation Plan

Plans must be updated every five years and approved by DHS&EM and FEMA and then be adopted by the community via City Council resolution for the community to remain eligible for FEMA grant funding.

Public Meeting #2: December 4, 2019



An annex to the Kenai Peninsula Borough Hazard Mitigation Plan was prepared in 2010 and briefly listed natural hazard risks for the City of Kenai. The Plan has expired. LeMay Engineering & Consulting, Inc. was hired by DHS&EM to assist in creating a stand alone City of Kenai Hazard Mitigation Plan. The effort to develop this Plan is a public process, and you are invited to participate.

Public Meeting #1 was held as part of the regularly-scheduled Planning & Zoning Commission meeting on October 30, 2019. The City posted the Draft 2019 Hazard Mitigation Plan on its website for review by the community on November 8 and began a 30-day public comment period. Public Meeting #2 will occur as part of tonight's regularly-scheduled City Council meeting.

Tonight's meeting is a forum to present a summary of the planning process and mitigation actions for the community. I welcome your input. Comments can be provided after this meeting or by email or phone. Send Jennifer LeMay, PE, PMP an email at jlemay@lemayengineering.com or call her at (907) 350-6061.

For the Hazard Mitigation Plan, we're interested in information related to:

- Hazard Identification,
- Profiles (characteristics),
- Previous occurrences,
- Locations,
- Extents (breadth, magnitude, and severity),
- Impacts, and
- Recurrence probability statements.

Which hazards are applicable for the City of Kenai?

- Flood/Erosion ★
- Wildland/Conflagration Fires ★
- Earthquakes ★
- Volcanic Ashfall ★
- Severe Weather ★
- Changes in the Cryosphere ★

Plan Process

- Public Meeting #1 on October 30, 2019.
- Draft Plan available for public comment (Second Week of November, 2019).
- Public hearing for Draft Plan (December 4, 2019).
- State DHS&EM/FEMA review and pre-approval of Draft Plan.
- City Council adoption.
- Final Approval from FEMA.

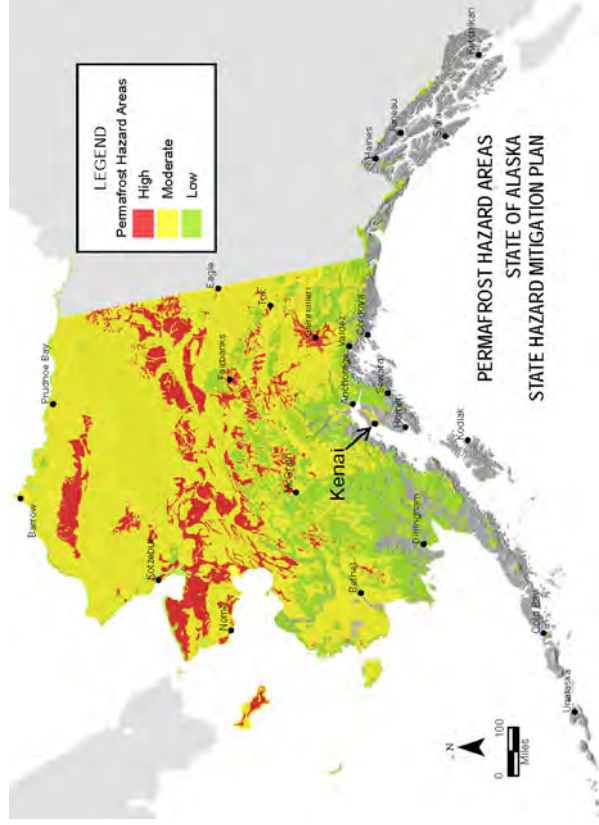
After the 2019 Hazard Mitigation Plan is completed, approved, and adopted, the City of Kenai will be eligible to apply for mitigation project funds from DHS&EM and FEMA for five years until the plan requires an update in 2025.

Contacts:

Jennifer LeMay, PE, PMP, LeMay Engineering & Consulting, Inc. Planner (907) 350-6061
Brent Nichols, CFM, State of Alaska DHS&EM Hazard Mitigation Officer (907) 428-7085

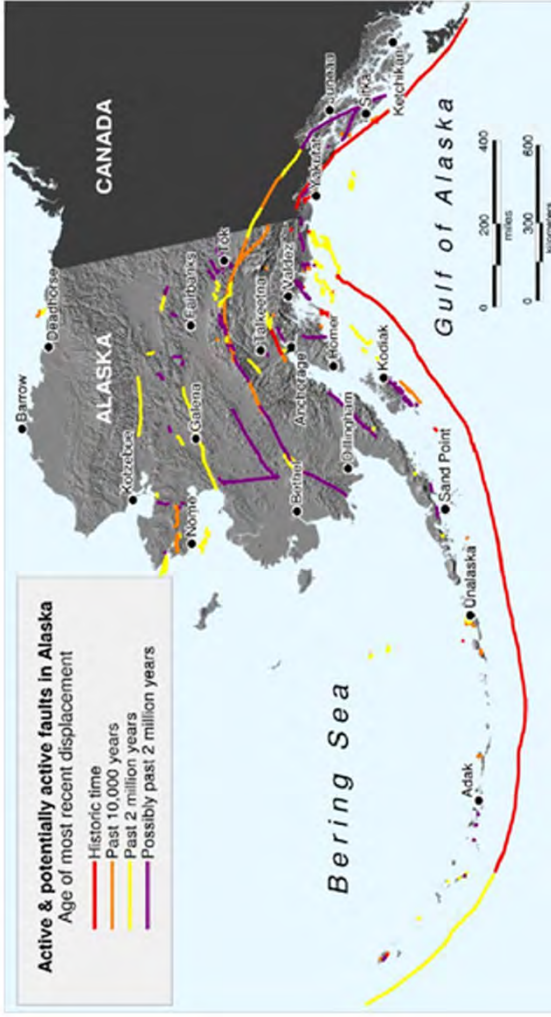
Changes in the Cryosphere

- The City of Kenai is not affected by glaciers, permafrost, or avalanches.
- According to the 2018 U.S. Army Corps of Engineers' Kenai Bluffs' report, both sea ice and river ice collect at the toe of the Kenai Bluffs during winter months. Ice gouges the beach and causes damage.



Earthquakes

- The entire geographic area of Alaska is prone to earthquake effects. The most recent large earthquake on the Kenai Peninsula occurred January 24, 2016, with a magnitude of 7.1 and was located 53 miles west of Anchor Point. A total of four homes were destroyed on Lilac Lane.
- The USGS earthquake probability model places the probability of an earthquake with a likelihood of experiencing strong shaking within Kenai at 0.6 to 0.8 g PGA with a 2% probability in 50 years. A 2% probability in 50 years is a rare, large earthquake, and statistically, it happens on average every 2,500 years.



Flood/Erosion

- The 2017 FEMA Risk Map study did not identify any areas of concern for the City of Kenai with regards to flooding.
- The 2017 FEMA Risk Map study identified the Wastewater Treatment Plant at risk of erosion.
- The Kenai Bluffs are 5,000 linear feet of high bank located in the City along the north bank of the Kenai River at the mouth of Cook Inlet. The U.S. Army Corps of Engineers completed a feasibility study in September 2018 that recommended installation of a protective berm at the bluff toe. The City supports implementing the project.

Severe Weather

In Kenai, severe weather consists of high winds and ice storms.

Wildland/Conflagration Fires

Historically, significant fires within the City include the 1969 Swanson River Fire and the Swires Road fire in the mid-1980s. The City also experiences small wildland fires throughout the summer months which the City of Kenai Fire Department and the Alaska Department of Forestry responded to cooperatively. No conflagration fires have occurred in the City of Kenai.

Mitigation Goals for the City of Kenai

Goal ID	Description
1	Reduce or eliminate loss of homes and property due to fires.
2	Reduce or eliminate the erosion of the bluff at the mouth of the Kenai River.
3	Prepare citizens and the built environment to better survive the hazards associated with earthquakes.
4	Prepare citizens to adequately protect themselves and property from the hazards of volcanic ash.
5	Update the City's Emergency Operating Plan to ensure the appropriate response to natural hazards.
6	Update the Alaska Regional Fire Training Facility as an Emergency Operations Command Center.

Mitigation Actions for the City of Kenai

Action ID	Description	Pri- ority	Respon- sible Party	Potential Funding	Time- frame
1	Promote the FireWise program including public education programs in school and neighborhoods. Promote the development of defensible space and landscaping techniques to community and home construction contractor participation. Encourage the reduction of fuels in hazardous areas and egress routes in coordination with the Kenai Peninsula Spruce Bark Beetle Mitigation Office, State Forestry, and land owners. Trees infected with spruce bark beetle need to be identified and removed.	High	Fire Chief	DHS Preparedness Technical Assistance Program, HMGP, PDM Grants	>1 year
2	Seek funding for bluff protection measure recommended in the 2018 U.S. Army Corps of Engineers' Kenai Bluffs study.	High	City Planner	City, USACE, State Legislature	1-5 years

Mitigation Actions for the City of Kenai

Action ID	Description	Pri- ority	Respon- sible Party	Potential Funding	Time- frame
3	In an effort to reduce property damage, the City will continue to adopt and enforce current building codes and construction standards that address the seismic concerns for the KPB. Prepare citizens and the built environment to better survive the hazards associated with earthquakes through the promotion of public education and the practice of sheltering in place. Encourage the preparation of citizens for self-sufficiency on a post-earthquake scenario.	High	City Planner	KPB School District, Emergency Services, DHS&EM	Ongoing
4	Continue cooperative effort with Kenai Peninsula Borough Office of Emergency Management, local media, and City of Kenai websites to provide the public with preparedness information prior to and during periods of increased volcano seismic activity.	High	City Planner	City, KPB, AVO	Ongoing
5	Update the City's Emergency Operating Plan to ensure the appropriate response to natural hazards.	High	Fire Chief	Fire Department	2020
6	Update the Alaska Regional Fire Training Facility as an Emergency Operations Command Center.	Medium	City Manager	Legislature, City	2020-2025

Vulnerability of the City of Kenai

Population

- ▲ 2010 U.S. Census was 7,100.
- ▲ 2016 ACS Data was 7,551.

Houses and Critical Infrastructure

- ▲ 3,221 single-family residential structures per 2016 ACS.
- ▲ Critical facilities and infrastructure are being identified.

MINUTES

288

MOTION:

Council Member Knackstedt **MOVED** to approve the consent agenda and requested **UNANIMOUS CONSENT**. Vice Mayor Molloy **SECONDED** the motion.

The items on the Consent Agenda were read into the record.

Mayor Gabriel opened the floor for public comment; there being no one wishing to be heard, the public comment period was closed.

VOTE: There being no objections, **SO ORDERED**.

All items listed with an asterisk () are considered to be routine and non-controversial by the council and will be approved by one motion. There will be no separate discussion of these items unless a councilmember so requests, in which case the item will be removed from the consent agenda and considered in its normal sequence on the agenda as part of the General Orders.

B. SCHEDULED PUBLIC COMMENTS

1. **Branden Bornemann, Kenai Watershed Forum** - The Value of Non-profits in Our Community and a Highlight of the Ways in Which the Kenai Watershed Forum and the City of Kenai Have Successfully Partnered with One Another Past, Present, and Future.

Mr. Bornemann noted the value of non-profit agencies in communities in Alaska, provided a history of the Kenai Watershed Forum, and what the Forum does in the City and on the Kenai Peninsula.

2. **Jennifer LeMay, LeMay Engineering** - City of Kenai Draft Hazard Mitigation Plan Presentation.

Ms. LeMay noted her work with the City on revising the Hazard Mitigation Plan, the benefits of having a plan, and provided an overview of the project to revise the plan. She also reviewed the hazards identified as risks to the City along with mitigation goals and actions for the City.

3. **Joy Merriner, BDO Inc.** - Presentation of the FY19 City of Kenai Comprehensive Annual Financial Report.

Ms. Merriner spoke regarding the FY19 Audit Wrap-up document, the Single Audit Report, and the Comprehensive Annual Financial Report (CAFR) noting her firm, BDO, Inc., issued unmodified, clean opinions, meaning the City followed the adopted standards for governmental agencies. She noted there were a lot of grant, procurement, and reporting requirements for the federal grant for the Airport's Terminal Rehabilitation Project and reported there were no issues with those requirements. She added that the CAFR would be submitted to the Alaska Government Finance Officers Association.

C. UNSCHEDULED PUBLIC COMMENTS

Nick Miller spoke regarding internet sales tax noting small businesses use the internet to buy product that can't be purchased in Kenai or Alaska and suggesting something needed to be set in place so resale ability in the borough could be used online.

Bill Dunn spoke regarding the Hazard Mitigation Plan noting the focus of bluff erosion mitigation plan was a mile long stretch in the river and suggested the Mitigation Plan was an opportunity to provide education to the public on protecting the entire bluff. He pointed out people slid down the bluff but there was more bluff than just what the Corps of Engineers had identified. He also pointed out that in 2009, protection of the dunes near the beaches was in the Hazard Mitigation Plan and fencing was enough to discourage people from doing more damage to the dunes suggesting most people wanted to do the right thing and sometimes need a little guidance.

Hunter Beck invited Council to a spaghetti feed and auction benefitting the Students in Transition Program noting the definition of homeless as defined by the Students in Transition Program.

MOTION:

Council Member Navarre **MOVED** to donate \$250 from the Legislative Budget to the Students in Transition Program and Council Member Glendening **SECONDED** the motion.

VOTE:

YEA: Knackstedt, Glendening, Pettey, Molloy, Navarre, Gabriel, Peterkin
NAY:

MOTION PASSED UNANIMOUSLY.

D. PUBLIC HEARINGS

Clerk's Note: There was no objection to item D.5. being taken up at this time.

5. **Resolution No. 2019-76** - Identifying the Projects to be Funded through State of Alaska Grant No. 15-DC-078 for Personal Use Fishery Related Improvements on North and South Beaches. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to adopt Resolution No. 2019-76 and Vice Mayor Molloy **SECONDED** the motion.

Mayor Gabriel opened for public hearing.

Teea Winger spoke against inclusion of the campground option citing expansion, operation cost, maintenance, accessibility, and public safety concerns. She suggested the proximity to the care center, should remain secluded and recommended the matter be postponed until a site visit could be conducted; also suggested it be put out for proposal for a developer to design and/or build.

Reese Ramsdell spoke against inclusion of the campground on Spruce Street noting problems with transients, trespassing, and maintenance issues; also noted the campground would not be big enough to serve the dipnet fishery users.

There being no one else wishing to be heard, the public hearing was closed.

Clarification was provided the estimates provided were preliminary numbers and the resolution authorized pursuing additional information with an engineer's estimate, the intent to make the campground more functional was to purchase neighboring property, and phasing the project was an option.

There was discussion regarding best use of the property, the need for a campground, the cost of an engineer's estimate for the campground, alternative locations for a campground, and other projects not listed. Clarification was provided the grant funds would not be available for a campground further away from the beach.

MOTION:

Vice Mayor Molloy **MOVED** to amend Section 1 to read "that the City of Kenai identifies vault restroom construction, Little League permanent restrooms, and South Beach shack replacement as three of the projects to be funded through State of Alaska grant 15-DC-078," and Council Member Knackstedt **SECONDED** the motion.

VOTE ON THE AMENDMENT:

YEA: Pettey, Knackstedt, Glendening, Molloy, Gabriel, Peterkin, Navarre

NAY:

MOTION PASSED UNANIMOUSLY.

A boardwalk project in the area of the dunes was discussed.

UNANIMOUS CONSENT was requested.

VOTE ON THE MAIN MOTION AS AMENDED: There being no objections; **SO ORDERED.**

MOTION:

Council Member Navarre **MOVED** to direct Administration to provide another recommendation at the first meeting in January and Council Member Knackstedt **SECONDED** the motion.

Clarification was provided the Harbor Commission and Parks and Recreation Commission had recommended another project.

UNANIMOUS CONSENT was requested.

VOTE: There being no objections; **SO ORDERED.**

1. **Ordinance No. 3095-2019** - Increasing Estimated Revenues and Appropriations in the General Fund – Police Department and Accepting a Grant from the Department of Justice for the Purchase of Ballistic Vests. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to enact Ordinance No. 3095-2019 and Vice Mayor Molloy **SECONDED** the motion.

Mayor Gabriel opened for public hearing; there being no one wishing to be heard, the public hearing was closed.

VOTE:

YEA: Knackstedt, Glendening, Pettey, Molloy, Navarre, Gabriel, Peterkin
NAY:

MOTION PASSED UNANIMOUSLY.

2. **Ordinance No. 3096-2019** - Determining that Real Property Described as Lot One (1), Aleyeska Subdivision Part 3, According to Plat No. 1531 and Lot One A (1-A), Aleyeska Subdivision Part 3, According to Plat K-1531, City-Owned Airport Land Located Outside the Airport Reserve, is not Needed for a Public Purpose and Authorizing the Sale of the Property to MITAK, LLC. (Administration)

MOTION:

Vice Mayor Molloy **MOVED** to enact Ordinance No. 3096-2019 and Council Member Glendening **SECONDED** the motion.

Mayor Gabriel opened for public hearing.

Lindsay Olson noted he was present to answer questions and expressed appreciation for working with the Administration.

There being no one else wishing to be heard, the public hearing was closed.

Mr. Olson was thanked for investing in the City.

MOTION TO AMEND:

Council Member Glendening **MOVED** to amend by inserting the words, "as if vacant," in Section 3, Subsection a, after the words, "a value determined by an appraisal performed on the property," and Vice Mayor Molloy **SECONDED** the motion. **UNANIMOUS CONSENT** was requested.

VOTE ON THE AMENDMENT: There being no objections; **SO ORDERED.**

MOTION TO AMEND:

Council Member Knackstedt **MOVED** to amend by replacing quitclaim with warranty in Section 4 and Vice Mayor Molloy **SECONDED** the motion. **UNANIMOUS CONSENT** was requested.

VOTE ON THE AMENDMENT: There being no objections; **SO ORDERED.**

VOTE ON THE MAIN MOTION AS AMENDED:

YEA: Knackstedt, Glendening, Pettey, Molloy, Navarre, Gabriel, Peterkin

NAY:

MOTION PASSED UNANIMOUSLY.

3. **Ordinance No. 3097-2019** - Increasing Estimated Revenues and Appropriations in the Terminal Improvements Capital Fund, and Authorizing an Increase to the Construction Purchase Order to Blazy Construction, Inc. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to enact Ordinance No. 3097-2019 and Vice Mayor Molloy **SECONDED** the motion.

Mayor Gabriel opened for public hearing; there being no one wishing to be heard, the public hearing was closed.

Clarification was provided that there were over \$980,000 in change orders and the FAA approved over \$800,000 of those and this ordinance appropriated the last of the reimbursement funds so they could be spent.

VOTE:

YEA: Knackstedt, Glendening, Pettey, Molloy, Navarre, Gabriel, Peterkin
NAY:

MOTION PASSED UNANIMOUSLY.

4. **Resolution No. 2019-71** - Repealing Policy No. 2017-02, Supervisory Sub-Committee. (Council Member Knackstedt) *[Clerk's Note: At its November 6 meeting Council postponed this item to the December 4 meeting; a motion to adopt is on the floor.]*
 - **Substitute Resolution No. 2019-71** – Amending Council Policy 2017-02, Establishing Procedures and Responsibilities of the Sub-Committee of Council for the Supervision of the City Attorney, City Clerk, and City Manager for Improved Efficiency. (Council Members Knackstedt and Navarre)

Clarification was provided the resolution was brought forth because the subcommittee hadn't been meeting the requirements of the policy and it was thought to eliminate it.

It was pointed out that in the past employees had met individually with council members and discussed personnel problems and this sub-committee was a mechanism for Council to meet with its employees.

MOTION TO AMEND:

Council Member Navarre **MOVED** to amend by Substitute Resolution No. 2019-71 and Council Member Knackstedt **SECONDED** the motion.

It was noted the policy could be amended further in the future if needed but did not want to eliminate it.

There was discussion regarding communicating concerns, conflict supervision, and the entire body being involved in discussions regarding its employees.

VOTE ON THE AMENDMENT:

YEA: Knackstedt, Glendening, Pettey, Molloy, Navarre, Gabriel, Peterkin
NAY:

MOTION PASSED UNANIMOUSLY.

MOTION TO AMEND:

Council Member Glendening **MOVED** to amend section D – Duties, of the policy, to state, “The Supervisory Sub-Committee shall make reports to Council,” in the second paragraph and Council Member Navarre **SECONDED** the motion.

There was discussion regarding written reports on file in the Clerk’s Office and executive sessions.

The amendment motion was withdrawn.

VOTE ON THE MAIN MOTION:

YEA: Knackstedt, Glendening, Pettey, Molloy, Navarre, Gabriel, Peterkin
NAY:

MOTION PASSED UNANIMOUSLY.

5. **Resolution No. 2019-76** - Identifying the Projects to be Funded through State of Alaska Grant No. 15-DC-078 for Personal Use Fishery Related Improvements on North and South Beaches. (Administration)

[Clerk’s Note: This item was considered before item D.1.]

6. **Resolution No. 2019-77** - Authorizing a Sole Source Purchase Agreement for Proprietary Water Treatment Chemicals for the City’s Water Treatment Plant to Nalco, an Ecolab Company. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to adopt Resolution No. 2019-77 and Vice Mayor Molloy **SECONDED** the motion. **UNANIMOUS CONSENT** was requested.

Mayor Gabriel opened for public hearing; there being no one wishing to be heard, the public hearing was closed.

VOTE: There being no objections; **SO ORDERED.**

7. **Resolution No. 2019-78** - Authorizing the City Manager to Enter Into an Amended Restaurant Concession Agreement with the Kenai Municipal Airport. (Administration)

MOTION:

Council Member Knackstedt **MOVED** to adopt Resolution No. 2019-78 and Council Member Peterkin **SECONDED** the motion. **UNANIMOUS CONSENT** was requested.

Mayor Gabriel opened for public hearing; there being no one wishing to be heard, the public hearing was closed.

VOTE: There being no objections; **SO ORDERED.**

E. MINUTES

1. *Regular Meeting of November 6, 2019 (City Clerk)

Approved by the consent agenda.

F. UNFINISHED BUSINESS – None.

G. NEW BUSINESS

1. ***Action/Approval** – Bills to be Ratified. (Administration)

Approved by the consent agenda.

2. ***Ordinance No. 3098-2019** - Increasing Estimated Revenues and Appropriations in the General Fund, Police Department and Amending Kenai Municipal Code Sections 23.25.040 – Appointee Compensation, 23.25.065 – Shift Differential Pay, 23.50.010 – Employee Classification, and 23.55.030 – Qualification Pay to Improve Recruitment and Retention for Police Officers and Other Eligible Employees Receiving Shift Differential Pay. (Administration)

Introduced by the consent agenda and public hearing set for December 18.

3. ***Ordinance No. 3099-2019** - Amending Kenai Municipal Code Section 23.50.010 – Employee Classification to Amend Class Titles in the Public Works Water and Sewer and Wastewater Classes.(Administration)

Introduced by the consent agenda and public hearing set for December 18.

4. ***Ordinance No. 3100-2019** - Increasing Estimated Revenues and Appropriations by \$4,786.53 in the General Fund - Police Department for Drug Investigation Overtime Expenditures. (Administration)

Introduced by the consent agenda and public hearing set for December 18.

5. **Discussion** – Old Town Kenai Signage (Council Member Knackstedt)

It was noted there were no signs on the Kenai Spur Highway directing visitors to Old Town Kenai; further noted there were businesses and sights in the area. Clarification was provided Administration was working on concepts for signage and an audio tour for the area and would bring the topic back for additional discussion in the future.

6. Discussion - Kenai Peninsula Borough Substitute Ordinance 2019-24 - Adopting KPB 20.80, Subdivision Private Streets and Gated Subdivisions. (Administration)

Clarification was provided the substitute ordinance was currently being considered by the Kenai Peninsula Borough Assembly and it had been postponed to give cities an opportunity to weigh in.

The necessity of the ordinance, the borough having platting powers, City roads being incorporated into a gated subdivision, platting recommendations from the City being upheld by the borough, and road standards were topics discussed.

It was noted the topic would be brought back for further discussion.

7. Discussion – Potential Parcel Purchase by Ron Hyde. (Administration)

It was noted Mr. Hyde was considering purchasing a parcel from the City for the purpose of building a hangar for an airship. Clarification was provided on the size of the parcel.

Access to the beach, impacts to wetlands, zoning, and the property being in the City's land sale inventory were topics discussed.

It was noted an application would be brought forth.

H. COMMISSION/COMMITTEE REPORTS

1. Council on Aging – No report; next meeting December 12.
2. Airport Commission – No report; next meeting December 12.
3. Harbor Commission – It was reported the Commission met jointly with the Parks and Recreation Commission and made recommendations for Personal Use Fishery related improvements; next meeting is a Special Meeting on January 6.
4. Parks and Recreation Commission – It was reported the Commission met jointly with the Harbor Commission and made recommendations for Personal Use Fishery related improvements; next meeting December 5.
5. Planning and Zoning Commission – It was reported that at their November 13 meeting the Commission approved a Conditional Use Permit for a gunsmithing business, approved an amendment for a Conditional Use Permit for resource extraction, and heard an update regarding the Kenai Peninsula Borough's subdivision ordinance; next meeting December 11.
6. Beautification Committee – No report; next meeting January 14.
7. Mini-Grant Steering Committee – No report.

I. REPORT OF THE MAYOR

Mayor Gabriel reported on the following:

- Attended Veteran's Day event in Soldotna;
- Attended the 50th Anniversary Celebration of the refinery;
- Attended the Alaska Conference of Mayors meetings where school district funding and funding in general was discussed;
- Attended the Thanksgiving meal at the Senior Center sponsored by Hilcorp;
- Provided a reminder for the upcoming Christmas Comes to Kenai event;
- Attended the Boys and Girls Club auction;
- Commended the Finance Director and the Finance Department for another clean audit and noted a Certificate of Achievement the Finance Director was awarded by the Government Finance Officers Association.

J. ADMINISTRATION REPORTS

1. City Manager – City Manager P. Ostrander reported on the following:

- Attended the recent Alaska Municipal Managers Association Conference; appreciated the opportunity;
- Hosted Policy with a Pint during Startup Week noting three priorities that came up;
- Continuing work on branding for the City; planned a work session on January 15 to present to Council;
- Noted the ongoing work on the Hazard Mitigation Plan and noted reasons to pursue the plan;
- Applied for a seat on the Kenai Peninsula Borough Anadromous Fish Habitat Protection Task Force;
- Commended the Finance Department on their work on the Comprehensive Annual Financial Report;
- Provided updates on the Terminal Rehabilitation Project and the Bluff Erosion Project.

2. City Attorney – City Attorney S. Bloom reported on the following:

- Attended the recent Alaska Municipal Attorneys Association Conference;
- Was appointed to Alaska Municipal League's Sales Tax Commission Board; adopted bylaws; would continue to keep Council informed.

3. City Clerk – City Clerk J. Heinz reported on the following:

- Attended training at the Alaska Association of Municipal Clerks Annual Conference;
- Noted upcoming personal leave.

K. ADDITIONAL PUBLIC COMMENT

1. Citizens Comments (*Public comment limited to five (5) minutes per speaker*)

None.

2. Council Comments

Council Member Knackstedt noted he attended the Alaska Municipal League Conference and suggested organizing a meeting of the City Councils on the Peninsula once or twice a year; regretted missing the installation of the City Clerk as First Vice President of the Alaska Association of Municipal Clerks (AAMC) due to weather; attended the Christmas Comes to Kenai event; heard positive comments on snow plowing efforts; and, thanked the Finance Department for their work.

Council Member Pettey expressed appreciation for the opportunity to attend the Alaska Municipal League Conference; noted she attended the Boys and Girls Club auction; expressed gratitude for Hilcorp's donation for the Senior Center Thanksgiving meal; thanked the Finance Department for looking out for the City's best interest.

Council Member Glendening noted he had recently travelled; networking with the audience was beneficial; attended the joint meeting of the Harbor and Parks and Recreation Commissions; the Hazard Mitigation Plan discussion was informative; and expressed support for the City Clerk's installation as the AAMC First Vice President.

Council Member Peterkin noted and upcoming Cook Inlet Regional Citizen's Advisory Council meeting in Anchorage and expressed gratitude to the Finance Department.

Vice Mayor Molloy thanked the presenters and those that spoke during public comments at the meeting, congratulated the Finance Department on a clean audit, and congratulated the City Clerk on installation as First Vice President of AAMC.

L. EXECUTIVE SESSION

1. Review and Discussion of the Terms of an Employment Agreement Extension for the City Manager which Pursuant to AS 44.62.310(C)(2) May be a Subject that Tends to Prejudice the Reputation and Character of the Applicant and per AS 44.62.310(c)(1) is a Matter of which the Immediate Knowledge may have an Adverse Effect Upon the Finances of the City.

MOTION:

Vice Mayor Molloy **MOVED** to enter into executive session to review and discuss the terms of an employment agreement extension for the City Manager which may be a subject that tends to prejudice the reputation and character of the City Manager and is a matter of which the immediate knowledge may have an adverse effect upon the finances of the City. [AS44.62.310(C)(1)(2)]; requested the attendance of City Manager, Paul Ostrander, and the City Attorney as needed. Council Member Knackstedt **SECONDED** the motion.

VOTE:

YEA: Knackstedt, Gabriel, Glendening, Molloy, Peterkin, Pettey
NAY:

MOTION PASSED UNANIMOUSLY.

Council reconvened in open session and it was noted for the record that Council met in executive session and reviewed and discussed the terms of an employment agreement extension for the

City Manager's Contract. It was also noted a mutually agreed upon contract extension would be an approval item at a future meeting.

M. **PENDING ITEMS** – None.

N. **ADJOURNMENT**

There being no further business before the Council, the meeting was adjourned at 11:20 p.m.

I certify the above represents accurate minutes of the Kenai City Council meeting of December 4, 2019.


Jamie Heinz, CMC
City Clerk





Jennifer L. LeMay, PE, PMP
Vice President
4272 Chelsea Way
Anchorage, AK 99504
(907) 350-6061
jlemay@lemayengineering.com

December 6, 2019

Brent A. Nichols, EMSII, CFM
State Hazard Mitigation Officer
Department of Military and Veterans Affairs (DMVA)
Division of Homeland Security and Emergency Management (DHS&EM)
P.O. Box 5750
JBER, AK 99505-5750

Subject: Hazard Mitigation Planning Trip Report

On December 4, 2019, I traveled to Kenai, Alaska. At 6:00 pm, I attended the City Council meeting and gave a Powerpoint[®] presentation summarizing the hazard mitigation process for the City of Kenai. The presentation will be included in Appendix A of the HMP.

City procedures did not allow me to pass the sign-in sheet around the room to obtain an accurate list of all meeting attendees. The City Clerk wrote the names and emails of the Council Members on the sheet. There were 25 people in attendance at the time I gave my presentation. Three emails were received that provided comments, and I've attached the emails to this trip report. I've incorporated all comments into the Draft HMP that I am submitting for State and FEMA review.

If you have any questions, please do not hesitate to call me at (907) 350-6061.

12/6/19

Jennifer L. LeMay, PE, PMP/Date
LeMay Engineering & Consulting, Inc.

From: Elizabeth Appleby <eappleby@kenai.city>
Sent: Thursday, November 14, 2019 2:29 PM
To: jlemay@lemayengineering.com
Subject: FW: Updated Draft Hazard Mitigation Plan (HMP) - for review

Hi Jennifer,

Below are comments from Mary Bondurant, Airport Director on the draft HMP. I would think cell towers would be designed to withstand high winds. I'll have to update my map label for her comment on the Fire Training Facility labeling.

--Elizabeth

From: Mary Bondurant <mbondurant@kenai.city>
Sent: Thursday, November 14, 2019 2:24 PM
To: Elizabeth Appleby <eappleby@kenai.city>; Christine Cunningham <ccunningham@kenai.city>; David Ross <dross@kenai.city>; Jeff Tucker <jtucker@kenai.city>; Jeremy Hamilton <jhamilton@kenai.city>; Bob Frates <bfrates@kenai.city>; Scott Curtin <scurtin@kenai.city>; Paul Ostrander <postrander@kenai.city>
Subject: RE: Updated Draft Hazard Mitigation Plan (HMP) - for review

Below are my comments:

Page 10 - Table 1 – Scott Curtin's email is incorrect – should be scurtin@kenai.city

Page 40 - Section 5.3.5.4

Just a comment – I did not see any mention of “cell towers”. Can cell towers blow over in severe winds?

Page 46 – 5.3.6.5 Location – 1st paragraph

2 spelling errors – firefighter~~es~~ & camp~~ta~~igns

Page 51 – 6.2.1.4 5th paragraph (not counting shaded table) last sentence –

Should be “the largest airport within (not with) the KPB”

Page 53 – Table 12.

Under Community – delete BEACON s/b Alaska Regional Fire Training Facility

Page 54 – Figure 15 – rename Beacon Fire Training Facility to Alaska Regional Fire Training Facility

From: Elizabeth Appleby <eappleby@kenai.city>
Sent: Tuesday, November 12, 2019 10:29 AM
To: Christine Cunningham <ccunningham@kenai.city>; David Ross <dross@kenai.city>; Jeff Tucker <jtucker@kenai.city>; Jeremy Hamilton <jhamilton@kenai.city>; Bob Frates <bfrates@kenai.city>; Mary Bondurant <mbondurant@kenai.city>; Scott Curtin <scurtin@kenai.city>; Paul Ostrander <postrander@kenai.city>
Subject: Updated Draft Hazard Mitigation Plan (HMP) - for review

Hi,

Attached is the updated draft HMP for your review. Thank you for your time a couple weeks ago to discuss the plan. I don't intend to meet again, but please provide any comments to me via email on the draft HMP and I will forward them to Jennifer with LeMay Engineering.

Jennifer will be a scheduled public speaker at the 12/4/19 City Council meeting to discuss the draft HMP. Later in December, she will submit the draft HMP for State and federal review before it comes back to the City of Kenai for formal adoption in Spring 2020. The plan will also then be formally adopted by the Borough as the updated City of Kenai HMP annex to the Borough HMP.

Thank you again for your input!

Elizabeth Appleby, AICP
City Planner
City of Kenai
210 Fidalgo Avenue
Kenai, AK 99611
(907) 283-8235/phone
eappleby@kenai.city



From: Elizabeth Appleby <eappleby@kenai.city>
Sent: Thursday, December 5, 2019 11:30 AM
To: Jennifer LeMay
Subject: City of Kenai HMP - Erosion as #1 priority

Hi Jennifer,

After hearing comments from City Council, the City Manager, and the public, I would like to change the priority ranking in the draft HMP and make erosion the #1 priority hazard in Kenai, wildland fire would then be #2, and earthquake would remain #3, the rest the same ranking. I brought this up at our Department Head meeting this morning, which includes several members of the HMP Planning Team. No objection to this ranking change was voiced and this change will align better with other current and past plans created by the City.

Thank you for making this change and facilitating a good discussion at the City Council meeting last night!

Elizabeth Appleby, AICP
City Planner
City of Kenai
210 Fidalgo Avenue
Kenai, AK 99611
(907) 283-8235/phone
eappleby@kenai.city



jlemay@lemayengineering.com

From: Bill Dunn <dunnwmr@gmail.com>
Sent: Friday, December 6, 2019 4:41 PM
To: jlemay@lemayengineering.com
Cc: cityclerk@kenai.city; postrander@kenai.city; eappleby@kenai.city
Subject: City of Kenai Hazard Mitigaion Plan
Attachments: WRDtoJLL KenaiHMP 2019-12-06.pdf

Dear Ms. Lemay:

Attached please find a letter addressing the Kenai HMP. I appreciate the opportunity to comment. Please let me know if you need anything further from me. Many thanks for your help.

All the best,
Bill Dunn

WILLIAM R. DUNN
Box 163
Kenai, Alaska 99611

(907) 394-2887
dunnwmr@gmail.com

December 6, 2019

Jennifer L. LeMay, PE, PMP
Vice-President
LeMay Engineering & Consulting, Inc.
jlemay@lemayengineering.com

Re: Kenai Hazard Mitigation Plan (HMP)

Dear Ms. LeMay:

Thank you for your work on the City of Kenai Hazard Mitigation Plan. The draft submitted for the Kenai City Council meeting (December 4, 2019) provides an admirable account of the major natural hazards facing the City. Bluff erosion in the vicinity of the Kenai River mouth is among the chief hazards facing the City and its property owners.

I write today to advocate that the City adopt the goal of mitigating bluff erosion not only in the mile-long stretch of the river mouth encompassed by the US Army Corps of Engineers (USACE) feasibility study (November, 2018), but also in the broader area of the Kenai River mouth that has become so heavily involved in the personal use dip-net fishery. Bluff erosion in this broader area has been significantly affected by the human impacts of this fishery itself and by the impacts of increased use of the beach year-round. For example, there has been a considerable increase in vehicular traffic on the beach since the dip-net fishery has become so popular.

As the HMP report states, in 2009 and 2010 the City installed fencing to protect dunes on both the north and south beaches. This mitigation effort was both desperately needed and hugely successful in curtailing the destruction of these environmentally sensitive areas. On the north beach, however, just beyond the limit of the fencing that protects the dunes, below my home, little has been done to protect the fragile and environmentally sensitive bluff. The City has posted small temporary signs during the few weeks of the dip-net fishery, but once these signs are removed the bluff is defenseless. People thoughtlessly climb on the bluff, doing real and appreciable damage.

The Kenai City Manager has recently agreed to provide more robust signage for a longer period of time both prior to and after the dip-net fishery, and that should help. As I see it, this is a good first step toward mitigating the hazard of bluff erosion in this area. Of course, the “gold standard” of mitigation for this type of erosion would involve bluff toe stabilization by means of

an engineered barrier or berm. That would be a costly project, for which I expect the City would have no appetite at this time, but I believe there are other, less costly mitigation measures that might be explored and implemented.

In your presentation of the draft HMP to the City Council December 4, 2019, you stated that the HMP is not a binding document but an important statement of the City's goals in the mitigation of identified hazards. Such a statement serves as a starting point, a first step, in securing grant funding for worthy projects. As I see it, there are three distinct areas at the mouth of the Kenai River affected by the bluff erosion hazard: (a) the mile-long stretch of river encompassed by the USACE feasibility study; (b) the dunes on the north and south beaches, which protect against bluff erosion and which need protection themselves; and (c) the sheer bluff on the north beach parallel to Toyon Way, which is unprotected by dunes or anything else.

In the current draft of the HMP, only the first area appears to be covered in Table 16 of the Mitigation Strategy, "City Mitigation Action Plan." I suggest adding two items to this action plan between Action ID Items F&E2a and F&E2b:

1. Maintain (and expand as needed) dune protection measures on the north and south beaches in the vicinity of the Kenai River mouth.
2. Explore and implement bluff protection measures for the sheer bluff on the north beach, which is currently unprotected.

Naturally, I am concerned about the bluff erosion hazard near my home. There are about a dozen structures along this unprotected stretch of sheer bluff, beautiful homes with stunningly beautiful views of mountains, sea and sky, well worth protecting to the homeowners and, I hope, to the City.

Very truly yours,



Bill Dunn

cc. Kenai City Mayor and Council Members (by City Clerk)
Paul Ostrander, City Manager
Elizabeth Appleby, City Planner

From: Elizabeth Appleby <eappleby@kenai.city>
Sent: Tuesday, December 17, 2019 4:44 PM
To: jlemay@lemayengineering.com
Subject: FW: KPB 2019 HMP Update - Completed
Attachments: Ordinance 2019-31.pdf

Hi Jennifer,

I just received this email about the Kenai Peninsula Borough HMP. We may need to add a line about their plan to our final plan.

Thank you and Merry Christmas!

--Elizabeth

From: Ahlberg, Brenda <bahlberg@kpb.us>
Sent: Tuesday, December 17, 2019 4:42 PM
To: Elizabeth Appleby <eappleby@kenai.city>; 'jczarnezki@soldotna.org' <jczarnezki@soldotna.org>; 'rabboud@ci.homer.ak.us' <rabboud@ci.homer.ak.us>; Heidi Geagel <cityclerk@cityofseldovia.com>; 'Jennifer Carroll' <JCarroll@ci.homer.ak.us>; Jackie Wilde (jwilde@cityofseward.net) <jwilde@cityofseward.net>; 'kachemak@xyz.net' <kachemak@xyz.net>
Cc: Best, Max <MBest@kpb.us>; Toll, Mary <MTOLL@kpb.us>; Nelson, Dan <dnelson@kpb.us>
Subject: KPB 2019 HMP Update - Completed

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Greetings all:

The borough's 2019 Hazard Mitigation Plan update has been completed and has been recognized by FEMA. I'm just waiting on their official "plan approved" letter. The borough's webpage will be updated upon receipt of the letter.

Fast FYI on other city efforts: The borough planning commission followed by the assembly will be recognizing the city of Homer's plan in January. I understand that the city of Kenai's plan update is in the home stretch as well as the city of Seward. Please let me know, and we'll introduce an ordinance as appropriate.

NOTE: the borough's adoption of a city's plan is simply a formality to recognize it as an annex. The borough's adoption of a city's plan is NOT required by the state or by FEMA. Feel free to forward this email to others.

Merry Christmas, B

Brenda Ahlberg
Community & Fiscal Projects Manager

Public Information Officer, MPIO, Type 1 (t)
907-714-2153 direct
907-231-6505 mobile
907-714-2377 fax

bahlberg@kpb.us

www.kpb.us – Information by departments

www.kpboem.com – Updates from agencies responding to area-wide emergencies on the Kenai.

[@Kenai.Peninsula.Borough](https://www.facebook.com/Kenai.Peninsula.Borough) – Facebook Page

KENAI PENINSULA BOROUGH

144 North Binkley Street

Soldotna, Alaska 99669



Introduced by:	Mayor
Date:	11/05/19
Hearing:	12/03/19
Action:	Enacted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
ORDINANCE 2019-31**

**AN ORDINANCE ADOPTING THE UPDATED 2019 KENAI PENINSULA BOROUGH
HAZARD MITIGATION PLAN AND REMOVING THE WORD “ALL” FROM
KPB 2.80.010**

WHEREAS, the Kenai Peninsula Borough is vulnerable to damages from natural hazard events which pose a threat to public health and safety and could result in property loss and economic hardship; and

WHEREAS, the KPB Hazard Mitigation Plan (“Plan”), formally titled All-Hazard Mitigation Plan, recommends actions to protect people and property at risk from natural and man-made hazards that will reduce future public and personal costs of disaster response and recovery, and will reinforce the borough’s leadership in emergency preparedness efforts; and

WHEREAS, the assembly initially adopted the Plan in 2004 and subsequently adopted updated Plans in July 2010 and June 2014; and

WHEREAS, the Federal Emergency Management Agency (“FEMA”) disaster recovery funding and grant programs require regular updates to the mitigation plans; and

WHEREAS, the 2019 Plan has been updated to meet FEMA’s requirements through the work of the KPB Planning Department and the State of Alaska Division of Homeland Security & Emergency Management; and

WHEREAS, the word “all” is being removed from KPB 2.80.010 in recognition that the plan does not and cannot cover all possible hazards; and

WHEREAS, the planning commission held a public hearing on this ordinance at its August 12, 2019 meeting and recommended approval by unanimous consent;

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

SECTION 1. That KPB 2.80.010 is hereby amended as follows:

2.80.010. Adoption of [ALL-] hazard mitigation plan.

The document entitled Kenai Peninsula [ALL-H]Hazard Mitigation Plan which includes the Interagency All Lands/All Hands Action Plan is hereby adopted as the [ALL-] hazard mitigation plan for the Kenai Peninsula Borough. The mayor is authorized to make administrative changes to these plans provided the assembly shall be advised of all such changes.

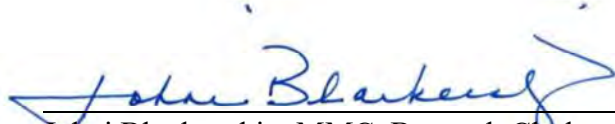
SECTION 2. That this ordinance takes effect immediately upon its enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD DAY OF DECEMBER, 2019.

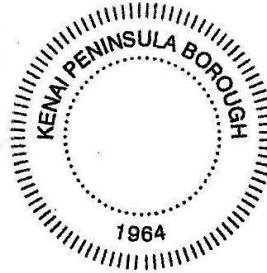


Kelly Cooper, Assembly President

ATTEST:



Johni Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, Cooper
No: None
Absent: None

Appendix B: Glossary

APPENDIX B. Definitions

Asset: Any manmade or natural feature that has value, including, but not limited to people; buildings; infrastructure like bridges, roads, and sewer and water systems; lifelines like electricity and communication resources; or environmental, cultural, or recreational features like parks, dunes, wetlands, or landmarks.

Avalanche: Mass of snow and ice falling suddenly down a mountain slope and often taking with it earth, rocks and rubble of every description.

Base Flood Elevation: The computed elevation to which floodwater is anticipated to rise during the base flood. Base Flood Elevations are shown on FIRMs and on the flood profiles. The Base Flood Elevation is the regulatory requirement for the elevation or floodproofing of structures. The relationship between the Base Flood Elevation and a structure's elevation determines the flood insurance premium.

Borough: The basic unit of local government in Alaska, analogous to counties in other states.

Building: Any structure used or intended for supporting or sheltering any use or occupancy.

Building Code: The regulations adopted by a local governing body principally setting forth standards for the construction, addition, modification, and repair of buildings and other structures for the purpose of protecting the health, safety, and general welfare of the public.

Community: Any state, area or political subdivision thereof, or any Indian tribe or tribal entity that has the authority to adopt and enforce statutes for areas within its jurisdiction.

Critical Facility: Facilities critical to the health and welfare of the population and that are especially important during and after a hazard event. Critical facilities include, but are not limited to, shelters, hospitals, and fire stations.

Dam: A structure built across a waterway to impound water.

Development: 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, or storage of equipment or materials.

Disaster Mitigation Act (DMA 2000) (public Law 106-390): This act was signed into law on October 10, 2000. This legislation reinforces the importance of mitigation planning and emphasizes planning for disasters before they occur.

Earthquake: A sudden motion or trembling that is caused by a release of strain accumulated within or along the edge of the earth's tectonic plates.

Elevation: The raising of a structure to place it above flood waters, generally above the base flood elevation, on an extended support structure.

Emergency Operations Plan: A document that: describes how people and property will be protected in disaster and disaster threat situations; details who is responsible for carrying out specific actions; identifies the personnel, equipment, facilities,

supplies, and other resources available for use in the disaster; and outlines how all actions will be coordinated.

Erosion: The wearing away of the land surface by running water, wind, ice, or other geological agents.

Federal Disaster Declaration: See Presidential Disaster Declaration.

Federal Emergency Management Agency (FEMA): A federal agency created in 1979 to provide a single point of accountability for all federal activities related to hazard mitigation, preparedness, response, and recovery.

Flash Flood: A flood event occurring with little or no warning where water levels rise at an extremely fast rate.

Flood: A general and temporary condition of partial or complete inundation of normally dry land areas from (1) the overflow of inland or tidal waters, (2) the unusual and rapid accumulation or runoff of surface waters from any source, or (3) mudflows or the sudden collapse of shoreline land.

Floodplain: A "floodplain" is the lowland adjacent to a river, lake, or ocean. Floodplains are designated by the frequency of the flood that is large enough to cover them. For example, the 10-year floodplain will be covered by the 10-year flood; the 100-year floodplain by the 100-year flood.

"Flood frequencies:" Frequencies are determined by plotting a graph of the size of all known floods for an area and determining how often floods of a particular size occur. The frequency is the chance of a flood occurring during a given timeframe. It is the percentage of the probability of flooding each year. For example, the 100-year flood has a 1% chance, and the 10-year flood has a 10% chance of occurring in any given year.

Geographic Information System: A computer software application that relates physical features of the earth to a database that can be used for mapping and analysis.

Governing Body: The legislative body of a jurisdiction such as a municipal or Borough assembly or a city council.

Hazard: A source of potential danger or adverse condition. Any situation that has the potential for causing personal injury or death, or damage to property and the environment.

Hazard Event: A specific occurrence of a particular type of hazard.

Hazard Identification: The process of identifying hazards that threaten an area.

Hazard Mitigation: Any action taken to reduce or eliminate the long-term risk to human life and property from natural hazards (44 CFR Subpart M 206.401).

Hazard Mitigation Grant Program: The program authorized under section 404 of the Stafford Act, which may provide funding for mitigation measures identified through the

evaluation of natural hazards conducted under §322 of the Disaster Mitigation Act 2000.

Hazard and Vulnerability Analysis: The identification and evaluation of all the hazards that potentially threaten a jurisdiction and analyzing them in the context of the jurisdiction to determine the degree of threat that is posed by each.

Hydro Unit: Short for Hydrologic Unit. A drainage area delineated to nest in a multi-level, hierarchical drainage system. Its boundaries are defined by hydrographic and topographic criteria that delineate an area of land upstream from a specific point on a river, stream, or similar surface water. A hydrologic unit can accept surface water directly from upstream drainage areas, and indirectly from associated surface areas such as remnant, non-contributing, and diversions to form a drainage area with single or multiple outlet points.

Infrastructure: The public services of a community that have a direct impact to the quality of life. Infrastructure refers to communication technology such as phone lines or Internet access, vital services such as public water supply and sewer treatment facilities, and includes an area's transportation system, regional dams or bridges, etc.

Inundation: The maximum horizontal distance inland reached by a tsunami.

Landslide: Downward movement of a slope and materials under the force of gravity.

Liquefaction: The phenomenon that occurs when ground shaking cause's loose soils to lose strength and act like a thick or viscous fluid. Liquefaction causes two types of ground failure: lateral spread and loss of bearing strength.

Local Government: Any county, Borough, municipality, city, township, public authority, school district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency, or instrumentality of a local government; any Indian tribe or authorized tribal organization, or Alaska Native village or organization; and any rural community, unincorporated town or village, or other public entity, for which an application for assistance is made by a State or political subdivision of a state.

Magma: Molten rock originating from the Earth's interior.

Magnitude: A measure of the strength of a hazard event. The magnitude (also referred to as severity) of a given hazard event is usually determined using technical measures specific to the hazard.

Mitigate: To cause something to become less harsh or hostile, to make less severe or painful.

Mitigation Plan: A systematic evaluation of the nature and extent of vulnerability to the effects of natural hazards typically present in the State and includes a description of actions to minimize future vulnerability to hazards.

Municipality: A political subdivision incorporated under the laws of the state that is a home rule or general law city, a home rule or general law borough, or a unified municipality.

Natural Disaster: Any natural catastrophe, including any hurricane, tornado, storm, high water, wind, driven water, tsunami, earthquake, volcanic eruption, landslide, snowstorm, fire, or drought. (44 CFR Subpart M206.401).

New Construction: New construction means structures for which the “start of construction” on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvement to such structures.

One Hundred (100)-Year: The flood elevation that has a one-percent chance of occurring in any given year. It is also known as the Base Flood.

Overlay Zone: Overlay zones (overlay districts) create a framework for conservation or development of special geographical areas. In a special resource overlay district, overlay provisions typically impose greater restrictions on the development of land, but only regarding those parcels whose development, as permitted under the zoning, may threaten the viability of the natural resource. In a development area overlay district, the provisions may impose restrictions as well, but also may provide zoning incentives and waivers to encourage certain types and styles of development. Overlay zone provisions are often complemented by the adoption of other innovative zoning techniques, such as floating zones, special permits, incentive zoning, cluster development and special site plan or subdivision regulations, to name a few.

Period: A length of time. For waves, it is the length of time between two successive peaks or troughs, which may vary due to interference of waves. Tsunami periods generally range from 5 to 60 minutes.

Planning: The act or process of making or carrying out plans; the establishment of goals, policies and procedures for a social or economic unit.

Preparedness: The steps taken to decide what to do if essential services break down, developing a plan for contingencies, and practicing the plan. Preparedness ensures that people are ready for a disaster and will respond to it effectively.

Presidential Disaster Declaration: The formal action by the President of the United States to make a state eligible for major disaster or emergency assistance under the Robert T. Stafford Relief and Emergency Assistance Act, Public Law 93- 288, as amended.

Probability: A statistical measure of the likelihood that a hazard event will occur.

Recovery: The long-term activities beyond the initial crisis period and emergency response phase of disaster operations that focus on returning all systems in the community to a normal status or to reconstitute these systems to a new, less vulnerable condition.

Response: Those activities and programs designed to address the immediate and short-term effects of the onset of an emergency or disaster.

Retrofit: The strengthening of existing structures to mitigate disaster risks.

Risk: The estimated impact that a hazard would have on people, services, facilities, and structures in a community; the likelihood of a hazard event resulting in an adverse condition that causes injury or damage. Risk is often expressed in relative terms such as a high, moderate or low likelihood of sustaining damage above a particular threshold due to a specific type of hazard event. It can also be expressed in terms of potential monetary losses associated with the intensity of the hazard.

Riverine: Relating to, formed by, or resembling rivers (including tributaries), streams, creeks, brooks, etc.

Riverine Flooding: Flooding related to or caused by a river, stream, or tributary overflowing its banks due to excessive rainfall, snowmelt or ice.

Runoff: That portion of precipitation that is not intercepted by vegetation, absorbed by land surface, or evaporated, and thus flows overland into a depression, stream, lake, or ocean (runoff, called immediate subsurface runoff, also takes place in the upper layers of soil).

Run-up: The maximum vertical height of a tsunami in relation to sea level.

Seiche: An oscillating wave (also referred to as a seismic sea wave) in a partially or fully enclosed body of water. May be initiated by long period seismic waves, wind and water waves, or a tsunami.

Stafford Act: 1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended. 2) The Stafford Act provides an orderly and continuing means of assistance by the Federal Government to State, local and tribal governments in carrying out their responsibilities to alleviate the suffering and damage which result from disaster.

State Disaster Declaration: A disaster emergency shall be declared by executive order or proclamation of the Governor upon finding that a disaster has occurred or that the occurrence or the threat of a disaster is imminent. The state of disaster emergency shall continue until the governor finds that the threat or danger has passed or that the disaster has been dealt with to the extent that emergency conditions no longer exist and terminates the state of disaster emergency by executive order or proclamation. Along with other provisions, this declaration allows the governor to utilize all available resources of the State as reasonably necessary, direct and compel the evacuation of all or part of the population from any stricken or threatened area if necessary, prescribe routes, modes of transportation and destinations in connection with evacuation and control ingress and egress to and from disaster area. It is required before a Presidential Disaster Declaration can be requested.

State Hazard Mitigation Officer (SHMO): The SHMO is the representative of state government who is the primary point of contact with FEMA, other state and Federal agencies, and local units of government in the planning and implementation of pre- and post-disaster mitigation activities.

Storm Surge: Rise in the water surface above normal water level on open coast due to the action of wind stress and atmospheric pressure on the water surface.

Stream: A body of water flowing in a natural surface channel. Flow may be continuous or only during wet periods. Streams that flow only during wet periods are termed “intermittent streams.”

Structure: That which is constructed above or below ground in some definite manner for any use or purpose.

Subdivision Regulations: Ordinances or regulations governing the subdivision of land with respect to things such as adequacy and suitability of building sites and utilities and public facilities.

Tectonic Plate: Torsionally rigid, thin segments of the earth’s lithosphere that may be assumed to move horizontally and adjoin other plates. It is the friction between plate boundaries that causes seismic activity.

Topography: The contour of the land surface. The technique of graphically representing the exact physical features of a place or region on a map.

Tribal Government: A Federally recognized governing body of an Indian or Alaska Native Tribe, band, nation, pueblo, village or community that the Secretary of the Interior acknowledges to exist as an Indian tribe under the Federally Recognized Tribe List Act of 1994, 25 U.S.C. 479a. This does not include Alaska Native corporations, the ownership of which is vested in private individuals.

Tsunami: A sea wave produced by submarine earth movement or volcanic eruption with a sudden rise or fall of a section of the earth's crust under or near the ocean. A seismic disturbance or land slide can displace the water column, creating a rise or fall in the level of the ocean above. This rise or fall in sea level is the initial formation of a tsunami wave.

Volcano: A volcano is an opening, or rupture, in a planet's surface or crust, which allows hot magma, ash, and gases to escape from below the surface. Volcanoes are generally found where tectonic plates are diverging or converging. A mid-oceanic ridge, for example the Mid-Atlantic Ridge, has examples of volcanoes caused by divergent tectonic plates pulling apart; the Pacific Ring of Fire has examples of volcanoes caused by convergent tectonic plates coming together.

Vulnerability: Describes how exposed or susceptible to damage an asset is. Vulnerability depends on an asset’s construction, contents, and the economic value of its functions. The vulnerability of one element of the community is often related to the vulnerability of another. For example, many businesses depend on uninterrupted electrical power – if an electrical substation is flooded, it will affect not only the

substation itself, but a number of businesses as well. Other, indirect effects can be much more widespread and damaging than direct ones.

Vulnerability Assessment: The extent of injury and damage that may result from hazard event of a given intensity in a given area. The vulnerability assessment should address impacts of hazard events on the existing and future built environment.

Watercourse: A natural or artificial channel in which a flow of water occurs either continually or intermittently.

Watershed: An area that drains to a single point. In a natural basin, this is the area contributing flow to a given place or stream.

Water Surface Elevation: Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal riverine areas.

Water Table: The uppermost zone of water saturation in the ground.

Wetlands: Areas that are inundated or saturated frequently and for long enough to support vegetative or aquatic life requiring saturated or seasonally saturated soil conditions for growth and reproduction.

Wildfire: An uncontrolled fire that spreads through vegetative fuels, exposing and possibly consuming structures.

Worst Case Scenario: The term "worst case scenario" is somewhat self-explanatory. It includes the potential for a "cascade effect", which was assumed in analyzing the risk from each hazard. The term "cascade effect" is used to describe the triggering of several hazard occurrences from an initial event. An earthquake for instance, might also trigger avalanches, collapsed buildings, transportation and utility disruptions, and hazardous material releases, each of which might trigger additional events, all part of the same incident.

Zoning Ordinance: An ordinance under the state or local government's police powers that divides an area into districts and, within each district, regulates the use of land and buildings, height, and bulk of buildings or other structures, and the density of population.

Appendix C: FEMA Review Tool

APPENDIX A:

LOCAL MITIGATION PLAN REVIEW TOOL

The *Local Mitigation Plan Review Tool* demonstrates how the Local Mitigation Plan meets the regulation in 44 CFR §201.6 and offers States and FEMA Mitigation Planners an opportunity to provide feedback to the community.

- The Regulation Checklist provides a summary of FEMA's evaluation of whether the Plan has addressed all requirements.
- The Plan Assessment identifies the plan's strengths as well as documents areas for future improvement.
- The Multi-jurisdiction Summary Sheet is an optional worksheet that can be used to document how each jurisdiction met the requirements of each Element of the Plan (Planning Process; Hazard Identification and Risk Assessment; Mitigation Strategy; Plan Review, Evaluation, and Implementation; and Plan Adoption).

The FEMA Mitigation Planner must reference this *Local Mitigation Plan Review Guide* when completing the *Local Mitigation Plan Review Tool*.

Jurisdiction: Kenai, Alaska (Region 10)	Title of Plan: The City of Kenai Hazard Mitigation Plan	Date of Plan: December 9, 2019
Local Point of Contact: Elizabeth Appleby	Address: City of Kenai 210 Fidalgo Avenue Kenai, AK 99611	
Title: City Planner		
Agency: City of Kenai		
Phone Number: (907) 283-8235	E-Mail: eappleby@kenai.city	

State Reviewer: JJ Little jj.little@alaska.gov	Title: Emergency Management Specialist II	Date: 23 December 2019
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FEMA Reviewer: John Schelling	Title: Regional Hazard Mitigation Planning Manager	Date: 1/10/2019 1/15/2020
Date Received in FEMA Region (Insert #)	12/26/2019	
Plan Not Approved		
Plan Approvable Pending Adoption	1/15/2020	
Plan Approved	2/14/2020	

**SECTION 1:
REGULATION CHECKLIST**

1. REGULATION CHECKLIST		Location in Plan (section and/or page number)	Met	Not Met
Regulation (44 CFR 201.6 Local Mitigation Plans)				
ELEMENT A. PLANNING PROCESS				
A1. Does the Plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction? (Requirement §201.6(c)(1))		PDF 16-19, 85-131	X	
A2. Does the Plan document an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development as well as other interests to be involved in the planning process? (Requirement §201.6(b)(2))		PDF 17-18, 95, 112-114, 139-142	X	
A3. Does the Plan document how the public was involved in the planning process during the drafting stage? (Requirement §201.6(b)(1))		PDF 16-19, 88-90, 104-112, 125-131	X	
A4. Does the Plan describe the review and incorporation of existing plans, studies, reports, and technical information? (Requirement §201.6(b)(3))		PDF 18-19, 83-84	X	
A5. Is there discussion of how the community(ies) will continue public participation in the plan maintenance process? (Requirement §201.6(c)(4)(iii))		PDF 77, 167-171	X	
A6. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a 5-year cycle)? (Requirement §201.6(c)(4)(i))		PDF 72-73	X	
ELEMENT A: REQUIRED REVISIONS				

1. REGULATION CHECKLIST		Location in Plan (section and/or page number)	Met	Not Met
Regulation (44 CFR 201.6 Local Mitigation Plans)				
ELEMENT B: HAZARD IDENTIFICATION AND RISK ASSESSMENT				
B1. Does the Plan include a description of the type, location, and extent of all-natural hazards that can affect each jurisdiction(s)? (Requirement §201.6(c)(2)(i))	Changes in the Cryosphere: PDF 22-24; Earthquake: 24-26, 28-29; Flood/Erosion: 31-39; Volcanic Ashfall: 41, 43-44; Severe Weather: 45-48; Fire: 49-55	X		
B2. Does the Plan include information on previous occurrences of hazard events and on the probability of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i))	Changes in the Cryosphere: PDF 23-24; Earthquake: 26-31; Flood/Erosion: 36-37; Volcanic Ashfall: 41-42, 44; Severe Weather: 47, 49; Fire: 52-54	X		
B3. Is there a description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction? (Requirement §201.6(c)(2)(ii))	Changes in the Cryosphere: PDF 24, 62; Earthquake: 29-30, 62; Flood/Erosion: 39-40, 59; Volcanic Ashfall: 44, 62; Severe Weather: 48, 62; Fire: 53-54, 59; Overall Vulnerability: 59-62	X		
B4. Does the Plan address NFIP insured structures within the jurisdiction that have been repetitively damaged by floods? (Requirement §201.6(c)(2)(ii))	PDF 9, 59	X		
ELEMENT B: REQUIRED REVISIONS				

ELEMENT C. MITIGATION STRATEGY			
C1. Does the plan document each jurisdiction's existing authorities, policies, programs and resources and its ability to expand on and improve these existing policies and programs? (Requirement §201.6(c)(3))	PDF 12, 75-76	X	
C2. Does the Plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate? (Requirement §201.6(c)(3)(ii))	PDF 9, 59	X	
C3. Does the Plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? (Requirement §201.6(c)(3)(i))	PDF 63-64	X	
C4. Does the Plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure? (Requirement §201.6(c)(3)(ii))	PDF 64-71	X	
C5. Does the Plan contain an action plan that describes how the actions identified will be prioritized (including cost benefit review), implemented, and administered by each jurisdiction? (Requirement §201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii))	PDF 67-71, 157-160	X	
C6. Does the Plan describe a process by which local governments will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? (Requirement §201.6(c)(4)(ii))	PDF 73-74	X	
ELEMENT C: REQUIRED REVISIONS			

1. REGULATION CHECKLIST		Location in Plan (section and/or page number)	Met	Not Met
Regulation (44 CFR 201.6 Local Mitigation Plans)				
ELEMENT D. PLAN REVIEW, EVALUATION, AND IMPLEMENTATION (applicable to plan updates only)				
D1. Was the plan revised to reflect changes in development? (Requirement §201.6(d)(3))	N/A			
D2. Was the plan revised to reflect progress in local mitigation efforts? (Requirement §201.6(d)(3))	N/A			
D3. Was the plan revised to reflect changes in priorities? (Requirement §201.6(d)(3))	N/A			
ELEMENT D: REQUIRED REVISIONS				
ELEMENT E. PLAN ADOPTION				
E1. Does the Plan include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval? (Requirement §201.6(c)(5))	Adoption Letter to be included in Appendix F once it is issued			X
E2. For multi-jurisdictional plans, has each jurisdiction requesting approval of the plan documented formal plan adoption? (Requirement §201.6(c)(5))	N/A			
ELEMENT E: REQUIRED REVISIONS				
ELEMENT F. ADDITIONAL STATE REQUIREMENTS (OPTIONAL FOR STATE REVIEWERS ONLY; NOT TO BE COMPLETED BY FEMA)				
F1.				
F2.				
ELEMENT F: REQUIRED REVISIONS				

SECTION 2: PLAN ASSESSMENT

INSTRUCTIONS: The purpose of the Plan Assessment is to offer the local community more comprehensive feedback to the community on the quality and utility of the plan in a narrative format. The audience for the Plan Assessment is not only the plan developer/local community planner, but also elected officials, local departments and agencies, and others involved in implementing the Local Mitigation Plan. The Plan Assessment must be completed by FEMA. The Assessment is an opportunity for FEMA to provide feedback and information to the community on: 1) suggested improvements to the Plan; 2) specific sections in the Plan where the community has gone above and beyond minimum requirements; 3) recommendations for plan implementation; and 4) ongoing partnership(s) and information on other FEMA programs, specifically RiskMAP and Hazard Mitigation Assistance programs. The Plan Assessment is divided into two sections:

1. Plan Strengths and Opportunities for Improvement
2. Resources for Implementing Your Approved Plan

Plan Strengths and Opportunities for Improvement is organized according to the plan Elements listed in the Regulation Checklist. Each Element includes a series of italicized bulleted items that are suggested topics for consideration while evaluating plans, but it is not intended to be a comprehensive list. FEMA Mitigation Planners are not required to answer each bullet item, and should use them as a guide to paraphrase their own written assessment (2-3 sentences) of each Element.

The Plan Assessment must not reiterate the required revisions from the Regulation Checklist or be regulatory in nature, and should be open-ended and to provide the community with suggestions for improvements or recommended revisions. The recommended revisions are suggestions for improvement and are not required to be made for the Plan to meet Federal regulatory requirements. The italicized text should be deleted once FEMA has added comments regarding strengths of the plan and potential improvements for future plan revisions. It is recommended that the Plan Assessment be a short synopsis of the overall strengths and weaknesses of the Plan (no longer than two pages), rather than a complete recap section by section.

Resources for Implementing Your Approved Plan provides a place for FEMA to offer information, data sources and general suggestions on the overall plan implementation and maintenance process. Information on other possible sources of assistance including, but not limited to, existing publications, grant funding or training opportunities, can be provided. States may add state and local resources, if available.

A. Plan Strengths and Opportunities for Improvement

This section provides a discussion of the strengths of the plan document and identifies areas where these could be improved beyond minimum requirements.

Element A: Planning Process

Plan Strengths:

- The use of an annual survey at the annual Community Health Fair that occurs each spring is a great way to raise awareness for both community preparedness and as an opportunity to highlight what the City of Kenai has proposed or is implementing to reduce the risk and impacts to the community.
- Facilitating the hazard mitigation planning process through the city's planning department is an excellent way to make strong connections to the community's land use and development efforts and integrate natural hazard risk reduction into new and existing plans.

Opportunities for Improvement:

- Consider including any special purpose districts within the City of Kenai, such as Kenai Peninsula Borough school districts, utility districts, etc. on the planning team to identify potential opportunities for collaborative mitigation efforts that support the community.
- Consider an annual presentation on mitigation progress to the City Council as part of the continued public engagement process. This is an easy way to keep the city's legislative body informed on success and challenges in implementing the adopted Mitigation Action Plan. This can also help keep community leaders involved in the process and provide additional support for implementing the plan.

Element B: Hazard Identification and Risk Assessment

Plan Strengths:

- The plan does an excellent job of incorporating new RiskMAP data and analysis for identification of community assets that may be vulnerable to earthquake hazards.
- The inclusion of climate factors within each section to identify where impacts and vulnerability may be increased is a great practice. This can assist in identifying where additional mitigation, both now and in the future, may be needed to address increased risk.

Opportunities for Improvement:

- The plan includes a general probability for volcanic hazards. More detailed information on recurrence and probabilities for volcano hazards can be provided by the U.S. Geological Survey's Alaska Volcano Observatory.
- The vulnerability assessment can provide more 'so what'. For example, what will it mean to the City of Kenai if key infrastructure, like the water/wastewater treatment plants or the Passenger Terminal of the Kenai Municipal Airport are affected by one or more of the hazards identified? Including problem statements around these impacts can help identify more specific mitigation actions and also factor into prioritization for the overall mitigation strategy.

Element C: Mitigation Strategy

Plan Strengths:

- The planning team developed an awesome mitigation strategy that really implements one of the key facets of mitigation planning...emphasizing reducing risks to new and existing buildings. Through the actions identified within the mitigation strategy, such as using zoning to reduce impacts of erosion and enforcing building codes for wind hazards, this is an excellent way to improve life safety, reduce risk to structures throughout the city, and increase Kenai's overall resilience.
- Inclusion of an action to develop a wildland fire hazard map and already having obtained the funding will help support implementation of the additional actions that were captured in the plan. Once these areas are identified, this may also assist the City's planning team look at other options to reduce risks, such as how the city's zoning code or building ordinances may facilitate the ability to use ignition resistant materials in structures located in mapped zones or specific education and outreach to properties within identified hazard areas.

Opportunities for Improvement:

- While the building code enforcement is listed for wind, consider how this may also be an opportunity further reduce potential impacts and enforce the seismic provisions of the codes as well (if not already in place) since Kenai has identified significant seismic hazards that are documented within the plan.

Element D: Plan Update, Evaluation, and Implementation (*Plan Updates Only*)

Not Applicable

B. Resources for Implementing Your Approved Plan

The **Region 10 Integrating Natural Hazard Mitigation into Comprehensive Planning** is a resource specific to Region 10 states and provides examples of how communities are integrating natural hazard mitigation strategies into comprehensive planning. You can find it in the FEMA Library at <http://www.fema.gov/media-library/assets/documents/89725>.

The **Integrating Hazard Mitigation Into Local Planning: Case Studies and Tools for Community Officials** resource provides practical guidance on how to incorporate risk reduction strategies into existing local plans, policies, codes, and programs that guide community development or redevelopment patterns. It includes recommended steps and tools to assist with local integration efforts, along with ideas for overcoming possible impediments, and presents a series of case studies to demonstrate successful integration in practice. You can find it in the FEMA Library at <http://www.fema.gov/library/viewRecord.do?id=7130>.

The **Mitigation Ideas: A Resource for Reducing Risk from Natural Hazards** resource presents ideas for how to mitigate the impacts of different natural hazards, from drought and sea level rise, to severe winter weather and wildfire. The document also includes ideas for actions that communities can take to reduce risk to multiple hazards, such as incorporating a hazard risk assessment into the local development review process. You can find it in the FEMA Library at <http://www.fema.gov/library/viewRecord.do?id=6938>.

The **Local Mitigation Planning Handbook** provides guidance to local governments on developing or updating hazard mitigation plans to meet and go above the requirements. You can find it in the FEMA Library at <http://www.fema.gov/library/viewRecord.do?id=7209>.

The **Integration Hazard Mitigation and Climate Adaptation Planning: Case Studies and Lessons Learned** resource is a 2014 ICLEI publication for San Diego with a clear methodology that could assist in next steps for integration impacts of climate change throughout mitigation actions. <http://icleiusa.org/wp-content/uploads/2015/08/Integrating-Hazard-Mitigation-and-Climate-Adaptation-Planning.pdf>

The **Local Mitigation Plan Review Guide and Tool** resource is available through FEMA's Library and should be referred to for the next plan update. <http://www.fema.gov/library/viewRecord.do?id=4859>

Volcanic Eruption Mitigation Measures: For information on Mitigation Actions for Volcanic Eruptions that would satisfy the C4 requirement, please visit: <http://earthzine.org/2011/03/21/volcanic-crisis-management-and-mitigation-strategies-a-multi-risk-framework-case-study/> and <http://www.gvess.org/publ.html>.

The FEMA Region 10 **Risk Mapping, Analysis, and Planning program (Risk MAP)** releases a monthly newsletter that includes information about upcoming events and training opportunities, as well as hazard and risk related news from around the Region. Past newsletters can be viewed at <http://www.starr->

team.com/starr/RegionalWorkspaces/RegionX/Pages/default.aspx. If you would like to receive future newsletters, email rxnewsletter@starr-team.com and ask to be included.

The mitigation strategy may include eligible projects to be funded through FEMA's hazard mitigation grant programs (Pre-Disaster Mitigation, Hazard Mitigation Grant Program, and Flood Mitigation Assistance). Contact your State Hazard Mitigation Officer, Brent Nichols at Brent.Nichols@alaska.gov, for more information.

Appendix D: Benefit-Cost Analysis Fact Sheet

Benefit Cost Analysis Fact Sheet

Hazard mitigation projects are specifically aimed at reducing or eliminating future damages. Although hazard mitigation projects may sometimes be implemented in conjunction with the repair of damages from a declared disaster, the focus of hazard mitigation projects is on strengthening, elevating, relocating, or otherwise improving buildings, infrastructure, or other facilities to enhance their ability to withstand the damaging impacts of future disasters. In some cases, hazard mitigation projects may also include training or public education programs if such programs can be demonstrated to reduce future expected damages.

A Benefit-Cost Analysis (BCA) provides an estimate of the “benefits” and “costs” of a proposed hazard mitigation project. The “benefits” considered are avoided future damages and losses that are expected to accrue as a result of the mitigation project. In other words, benefits are the reduction in expected future damages and losses (i.e., the difference in expected future damages before and after the mitigation project). The costs considered are those necessary to implement the specific mitigation project under evaluation. Costs are generally well-determined for specific projects for which engineering design studies have been completed. The timing and severity of benefits, however, must be estimated probabilistically because they depend on the improved performance of the building or facility in future hazard events.

All benefit-costs must be:

- Credible and well documented
- Prepared in accordance with accepted BCA practices
- Cost-effective ($BCR \geq 1.0$)

General Data Requirements:

- All data entries (other than FEMA) standard or default values) must be documented in the application.
- Data must be from a credible source.
- Provide complete copies of reports and engineering analyses.
- Detailed cost estimate.
- Identify the hazard (e.g., flood, wind, seismic).
- Discuss how the proposed measure will mitigate against future damages.
- Document the project’s useful life.
- Document the proposed Level of Protection.
- The Very Limited Data (VLD) BCA module cannot be used to support cost-effectiveness (screening purposes only).
- Alternative BCA software must be approved in writing by FEMA HQ and FEMA Region 10 staff prior to submittal of the application.

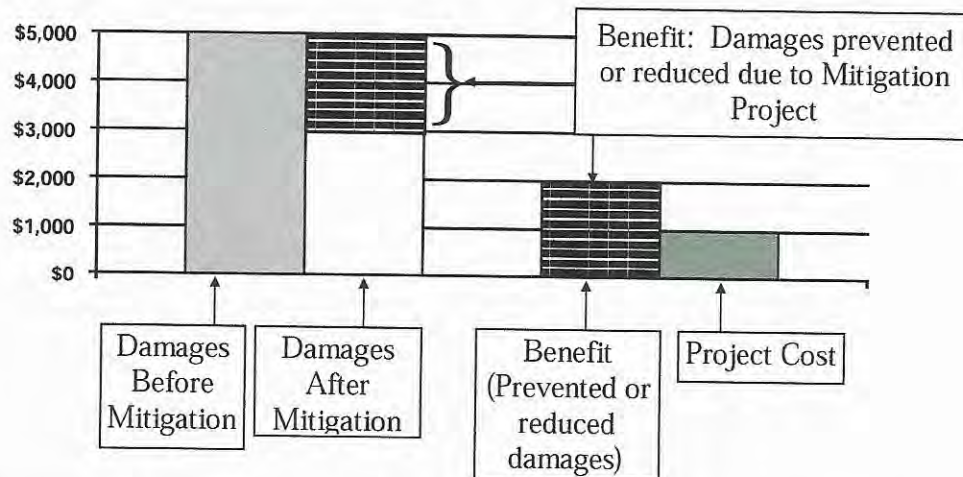
Damage and Benefit Data

- Well documented for each damage event.
- Include estimated frequency and method of determination per damage event.
- Data used in place of FEMA standard or default values must be documented and justified.
- The Level of Protection must be documented and readily apparent.

Benefit Cost Analysis Process

How to Determine Cost-Effectiveness of Mitigation Projects

When Congress enacted the Stafford Act's mitigation provisions, one of the criteria to determine priorities for mitigation funding was cost effectiveness. This cost effective provision was in response to the recognition that there would never be enough funding to completely mitigate against every hazard. To determine the cost effectiveness of proposed mitigation projects, FEMA implemented a benefit cost analysis (BCA) requirement to mitigation grant funding applications. The basic requirement of the BCA is that the benefit of the mitigation project must equal or exceed the cost, a benefit cost ratio (BCR) of 1:1 or greater. Over several years, FEMA developed a set standard values for use in BCA and custom software that establishes mitigation benefits and calculates the BCR. Benefit cost analysis submitted to FEMA to justify mitigation funding requires substantial documentation of project costs and benefits. FEMA provides the custom BCA software and training online at <https://www.fema.gov/benefit-cost-analysis>. An overview of the BCA process for a mitigation projects follows.



FEMA Basic Benefit-Cost Model. For more information about FEMA's Benefit-Cost Modules, please contact the FEMA Region X Mitigation Division at 425-487-4600.

It is important to understand that benefit-cost analysis is basically the same for each type of hazard mitigation project. The only differences are the types of data that are used in the calculations, depending on whether the project is for floods, earthquakes, or other natural hazards. For example, whereas the depth of flooding is used to estimate damage for flood mitigation projects, the severity of ground shaking is used to estimate damage for earthquake mitigation projects.

Calculating the Benefit – Cost Ratio

In the graph above, cost-effectiveness is determined by comparing the project cost of \$1,000, to the value of damages prevented after the mitigation measure, which is \$2,000. Because the dollar value of benefits exceeds the costs of funding the project, the project is cost-effective. This relationship is depicted numerically by dividing the benefits by the costs, resulting in a benefit-cost ratio (BCR). The BCR is simply a way of stating whether benefits exceed project costs, and

Benefit Cost Analysis Process

by how much. To derive the BCR, divide the benefits by the cost ($\$2,000 \div \$1,000$); if the result is 1.0 or greater, then the project is cost-effective. In this instance, the BCR is 2.0, which far exceeds the 1.0 level. On the other hand, if the cost of the project is \$2,000 and the benefits are only \$1,000, the project would have a BCR of 0.50 ($\$1,000 \div \$2,000$) and would not be cost-effective.

Conducting a benefit-cost analysis determines one of two things: either the project is cost-effective ($BCR > 1.0$), or it is not ($BCR < 1.0$). If the project is cost-effective, then no further work or analysis needs to be done, there is no third step other than to move the project to the next phase in the approval process. However, if the project is not cost-effective, then it is generally not eligible for FEMA mitigation grant funding.

There are four key elements to all benefit-cost analyses of hazard mitigation projects:

1. An estimate of damages and losses before mitigation
2. An estimate of damages and losses after mitigation
3. An estimate of the frequency and severity of the hazard causing damages (e.g., floods), and
4. The economic factors of the analysis (e.g., discount rate and mitigation project's useful lifetime)

These four key elements and their relationships to one another are detailed in the following example.

Consider a 1,500 square foot, one-story, single family residence located in the Acorn Park subdivision along Squirrel Creek. A proposed mitigation project will elevate the structure four feet at a cost of \$20,000. Whether this project is cost-effective depends on the damages and losses from flooding without the mitigation project, the effectiveness of the mitigation project in reducing those damages and losses, the frequency that the house is flooded and the depth of the flood water, and the mitigation project's useful lifetime.

If the pre-mitigation damages are frequent and/or severe, then the project is more likely to be cost-effective. Even minor damage that occurs frequently can, over the life of a project, exceed the up-front costs of implementing a mitigation measure. On the other hand, if the building in the example above only flooded once, then it may not be cost-effective to elevate, unless the damages were significant in relation to the value of the structure and its contents.

Benefit Cost Fact Sheet

- When using the Limited Data (LD) BCA module, users cannot extrapolate data for higher frequency events for unknown lower frequency events.

Building Data

- Should include FEMA Elevation Certificates for elevation projects or projects using First Floor Elevations (FFE's).
- Include data for building type (tax records or photos).
- Contents claims that exceed 30 percent of building replacement value (BRV) must be fully documented.
- Method for determining BRVs must be documented. BRVs based on tax records must include the multiplier from the County Tax Assessor.
- Identify the amount of damage that will result in demolition of the structure (FEMA standard is 50 percent of pre-damage structure value).
- Include the site location (e.g., miles inland) for the hurricane module.

Use Correct Occupancy Data

- Design occupancy for hurricane shelter portion of tornado module.
- Average occupancy per hour for the tornado shelter portion of the tornado module.
- Average occupancy for seismic modules.

Questions to Be Answered

- Has the level of risk been identified?
- Are all hazards identified?
- Is the BCA fully documented and accompanied by technical support data?
- Will residual risk occur after the mitigation project is implemented?

Common Shortcomings

- Incomplete documentation.
- Inconsistencies among data in the application, BCA module runs, and the technical support data.
- Lack of technical support data.
- Lack of a detailed cost estimate.
- Use of discount rate other than FEMA-required amount of 7 percent.
- Overriding FEMA default values without providing documentation and justification.
- Lack of information on building type, size, number of stories, and value.
- Lack of documentation and credibility for FFEs.
- Use of incorrect project useful life (not every mitigation measure equals 100 years).

Appendix E: Plan Maintenance Documents

Annual Review Questionnaire

PLAN SECTION	QUESTIONS	YES	NO	COMMENTS
PLANNING PROCESS	Are there internal or external organizations and agencies that have been invaluable to the planning process or to mitigation action			
	Are there procedures (e.g., meeting announcements, plan updates) that can be done more efficiently?			
	Has the Task Force undertaken any public outreach activities regarding the MHMP or implementation of mitigation actions?			
HAZARD PROFILES	Has a natural and/or human-caused disaster occurred in this reporting period?			
	Are there natural and/or human-caused hazards that have not been addressed in this HMP and should be?			
	Are additional maps or new hazard studies available? If so, what have they revealed?			
VULNERABILITY ANALYSIS	Do any new critical facilities or infrastructure need to be added to the asset lists?			
	Have there been changes in development patterns that could influence the effects of hazards or create additional risks?			
MITIGATION STRATEGY	Are there different or additional resources (financial, technical, and human) that are now available for mitigation planning within the			
	Are the goals still applicable?			
	Should new mitigation actions be added to the a community's Mitigation Action Plan?			
	Do existing mitigation actions listed in a community's Mitigation Action Plan need to be reprioritized?			
	Are the mitigation actions listed in a community's Mitigation Action Plan appropriate for available resources?			

Mitigation Action Progress Report

Page 1 of 3

Progress Report Period: _____ to _____
(date) (date)

Project Title: _____ Project ID# _____

Responsible Agency: _____

Address: _____

City: _____

Contact Person: _____ Title: _____

Phone #(s): _____ email address: _____

List Supporting Agencies and Contacts:

Total Project Cost: _____

Anticipated Cost Overrun/Underrun: _____

Date of Project Approval: _____ Start date of the project: _____

Anticipated completion date: _____

Description of the Project (include a description of each phase, if applicable, and the time frame for completing each phase): _____

[illegible]

Plan Goal (s) Addressed:

Page 2 of 3

Goal:

Indicator of Success:

Project Status

☐ Project on schedule

☐ Project completed

☐ Project delayed*

*explain:

☐ Project canceled

Project Cost Status

☐ Cost unchanged

☐ Cost overrun*

*explain:

☐ Cost underrun*

*explain:

Summary of progress on project for this report:

A. What was accomplished during this reporting period?

B. What obstacles, problems, or delays did you encounter, if any?

C. How was each problem resolved?

Next Steps: What is/are the next step(s) to be accomplished over the next reporting period?

Other Comments:

Community Local Hazard Mitigation Plan Survey

This survey is an opportunity for you to share your opinions and participate in the mitigation planning process. The information that you provide will help us better understand your concerns for hazards and risks, which could lead to mitigation activities that will help reduce those risks and the impacts of future hazard events.

The hazard mitigation process is not complete without your feedback. All individual responses are strictly confidential and will be used for mitigation planning purposes only.

Please help us by taking a few minutes to complete this survey and return it to:

City of Kenai Planner

Vulnerability Assessment

The following questions focus on how vulnerable the community or its facilities are to damage from a particular hazard type using the following vulnerability scale:

0= Don't Know 1 =Minimally Vulnerable 2=Moderately Vulnerable 3=Severely Vulnerable

1. How vulnerable to damage are the *structures* in the community from:

a. Flooding?	0	1	2	3
b. Wildfire?	0	1	2	3
c. Earthquakes?	0	1	2	3
d. Volcanoes?	0	1	2	3
e. Snow Avalanche?	0	1	2	3
f. Tsunami/Seiches?	0	1	2	3
g. Severe weather storms?	0	1	2	3
h. Ground failure (landslide, permafrost)?	0	1	2	3
i. Coastal erosion?	0	1	2	3
j. Climate change?	0	1	2	3
k. Other hazards?	0	1	2	3

Please Specify:

2. How vulnerable to damage are the *critical facilities* within our community from:

[Critical facilities include airport, community shelter, bulk fuel storage tanks, generators, medical facilities, law enforcement office, fire department, school, public works, water and wastewater treatment, reservoir/water supply, satellite dish, communications tower, and landfills.

a. Flooding?	0	1	2	3
b. Wildfire?	0	1	2	3

City of Kenai Hazard Analysis

C. Earthquakes?	0	1	2	3
d. Volcanoes?	0	1	2	3
e. Snow Avalanche?	0	1	2	3
f. Tsunami/Seiches?	0	1	2	3
g. Severe weather storms?	0	1	2	3
h. Ground failure (landslide, permafrost)?	0	1	2	3
i. Coastal erosion?	0	1	2	3
j. Climate change?	0	1	2	3
k. Other hazards?	0	1	2	3

Please Specify:

3. How vulnerable to displacement, evacuation or life-safety is the community from:

a. Flooding?	0	1	2	3
b. Wildfire?	0	1	2	3
C. Earthquakes?	0	1	2	3
d. Volcanoes?	0	1	2	3
e. Snow Avalanche?	0	1	2	3
f. Tsunami/Seiches?	0	1	2	3
g. Severe weather storms?	0	1	2	3
h. Ground failure (landslide, permafrost)?	0	1	2	3
i. Coastal erosion?	0	1	2	3
j. Climate change?	0	1	2	3
k. Other hazards?	0	1	2	3

Please Specify:

4. Do you have a record of damages incurred during past flood events? Yes No

If yes, please describe: _____

Preparedness

Preparedness activities are often the first line of defense for protection of your family and the community. In the following list, please check those activities that you have done, plan to do in the near future, have not done, or are unable to do. Please check one answer for each preparedness activity.

Community Local Hazard Mitigation Plan Survey

Have you or someone in your household:	Have Done	Plan to do	Not Done	Unable to do
Attended meetings or received written information on natural disasters or emergency preparedness?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Talked with family members about what to do in case of a disaster or emergency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Made a "Household/Family Emergency Plan" in order to decide what everyone would do in the event of a disaster?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prepared a "Disaster Supply Kit" extra food, water, medications, batteries, first aid items, and other emergency supplies)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
In the last year, has anyone in your household been trained in First Aid or CPR?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. Would you be willing to make your home more resistant to natural disasters? ☐ Yes ☐ No

6. Would you be willing to spend more money on your home to make it more disaster resistant? ☐ Yes ☐ No ☐ Don't know

7. How much are you willing to spend to better protect your home from natural disasters?
(Check only one)

<input type="checkbox"/>	Less than \$100	<input type="checkbox"/>	Desire to relocate for protection
<input type="checkbox"/>	\$100-\$499	<input type="checkbox"/>	Other, please explain
<input type="checkbox"/>	\$500 and above		
<input type="checkbox"/>	Nothing / Don't know		
<input type="checkbox"/>	Whatever it takes		

Mitigation Activities

A component of the Local Hazard Mitigation Plan activities is developing and documenting additional mitigation strategies that will aid the community in protecting life and property from the impacts of future natural disasters.

Mitigation activities are those types of actions you can take to protect your home and property from natural hazard events such as floods, severe weather, and wildfire. Please check the box for the following statements to best describe their importance to you. Your responses will help us determine your community's priorities for planning for these mitigation activities.

Statement	Very Important	Somewhat Important	Neutral	Not Very Important	Not Important
Protecting private property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Community Local Hazard Mitigation Plan Survey

Protecting critical facilities (medical facilities, school, police/fire department, water/sewer, landfill)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Preventing development in hazard areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Protecting natural environment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Protecting historical and cultural landmarks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Promoting cooperation within the community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Protecting and reducing damage to utilities, roads, or water tank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Strengthening emergency services (clinic workers, police/fire)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8. Do you have other suggestions for possible mitigation actions/strategies?

General Household Information

9. Please indicate your age: _____

and Gender: ☐ Male ☐ Female

10. Please indicate your level of education:

<input type="checkbox"/>	Grade school/no schooling	<input type="checkbox"/>	College degree
<input type="checkbox"/>	Some high school	<input type="checkbox"/>	Postgraduate degree
<input type="checkbox"/>	High school graduate/GED	<input type="checkbox"/>	Other, please specify
<input type="checkbox"/>	Some college/trade school		

11. How long have you lived in Kenai?

City of Kenai Hazard Analysis

☐ Less than 5 years ☐ 5 to 10 years ☐ 11 to 20 years ☐ 21 or more years

12. Do you have internet access? ☐ Yes ☐ No

13. Do you own or rent your home? ☐ Own ☐ Rent

If you have any questions regarding this survey or would like to learn about other ways that you can participate in the development of the Local Hazard Mitigation Plan, please contact the City of Kenai Planner.

Thank You for Your Participation!

This survey may be submitted anonymously; however, if you provide us with your name and contact information below we will have the ability to follow up with you to learn more about your ideas or concerns (optional):

Name: _____

Address: _____

Phone: _____

Appendix F: Adoption Resolution and Approval Letter



FEMA

January 15, 2020

Mr. Brent Nichols
State Hazard Mitigation Officer
Alaska Division of Homeland Security and Emergency Management
P.O. Box 5750
Fort Richardson, Alaska 99505-5750

Dear Mr. Nichols

The Federal Emergency Management Agency (FEMA) Region 10 completed a pre-adoption review of the draft *City of Kenai Hazard Mitigation Plan*. The attached Mitigation Plan Review Tool documents the Region's review and compliance with all required elements of 44 CFR Part 201.6, as well as identifies the jurisdictions participating in the planning process. This letter serves as Region 10's commitment to approve the plan upon receiving documentation of its adoption by participating jurisdictions.

Formal adoption documentation must be submitted to FEMA Region 10 by at least one jurisdiction within one calendar year of the date of this letter, or the entire plan must be updated and resubmitted for review. Once FEMA approves the plan, the jurisdictions are eligible to apply for FEMA Hazard Mitigation Assistance grants.

Please contact John Schelling, Regional Mitigation Planning Program Manager, at (425) 487-2104 or john.schelling@fema.dhs.gov with any questions.

Sincerely,

Tamra Biasco
Chief, Risk Analysis Branch
Mitigation Division

JS



"Village with a Past, City with a Future"

210 Fidalgo Ave, Kenai, Alaska 99611-7794
Telephone: (907) 283-7535 | Fax: (907) 283-3014
www.kenai.city

MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Elizabeth Appleby, City Planner
DATE: January 28, 2020
SUBJECT: **Resolution No. 2020-04 – Adopting the City of Kenai Hazard Mitigation Plan**

The City of Kenai Hazard Mitigation Plan has been approved by the Federal Emergency Management Agency (FEMA) pending local adoption. Resolution No. PZ2020-04 would formally adopt the City of Kenai Hazard Mitigation Plan.

Included in the packet is the updated draft City of Kenai Hazard Mitigation Plan after considering comments made by City Councilmembers, Planning and Zoning Commissioners, City Administration, and members of the general public. The Hazard Mitigation Plan identifies and screens changes in the cryosphere, earthquakes, floods/erosion, volcanic ashfall, severe weather, and wild/conflagration fires. The mitigation strategy designates erosion as the top priority hazard, followed by wildland fire and earthquakes.

Also included in the packet is a copy of Resolution No. PZ2020-02. The Planning and Zoning Commission passed Resolution No. PZ2020-02 at their meeting on January 22, 2020 recommending the Kenai City Council adopt the City of Kenai Hazard Mitigation Plan at their next regularly scheduled meeting.

If the Kenai City Council passes Resolution No. PZ2020-04, the State of Alaska would be notified and a request would be made for final approval of the City of Kenai Hazard Mitigation Plan. Once final approval is received, the City would request the Kenai Peninsula Borough add the City of Kenai's Local Hazard Mitigation Plan as an annex to the Kenai Peninsula Borough Hazard Mitigation Plan. The City of Kenai Hazard Mitigation Plan would then next be updated in 2025 (after five years have passed).

Thank you for your consideration.





**CITY OF KENAI
PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ2020 – 02**

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI **RECOMMENDING** THE COUNCIL OF THE CITY OF KENAI ADOPT THE CITY OF KENAI HAZARD MITIGATION PLAN

WHEREAS, the City of Kenai recognizes the threat from natural disasters posed to residents and property; and,

WHEREAS, undertaking hazard mitigation projects before disasters occur will reduce the potential for harm to residents and property and save taxpayer dollars; and,

WHEREAS, an adopted Local Hazard Mitigation Plan is required as a condition of future grant funding for mitigation projects; and,

WHEREAS, the City of Kenai Local Hazard Mitigation Plan has been approved pending local adoption by the Federal Emergency Management Agency (FEMA); and

NOW, THEREFORE, BE IT RECOMMENDED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA:

Section 1. That the Kenai City Council enact a resolution adopting the City of Kenai Hazard Mitigation Plan at their next regularly scheduled meeting.

Section 2. That a copy of Resolution PZ2020-02 be forwarded to the Kenai City Council.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA, this 22nd day of January 22, 2020.

For Jeff Twait For
JEFF TWAIT, CHAIRPERSON

ATTEST:

Jamie Heinz
JAMIE HEINZ, CMC, CITY CLERK





Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2020-04

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, ADOPTING THE CITY OF KENAI HAZARD MITIGATION PLAN.

WHEREAS, the City of Kenai recognizes the threat from natural disasters posed to residents and property; and,

WHEREAS, undertaking mitigation projects before natural disasters occur is intended to reduce the potential for harm to residents and property and save taxpayer dollars; and,

WHEREAS, an adopted Local Hazard Mitigation Plan is required as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects; and,

WHEREAS, it has been more than five years since the City of Kenai Hazard Mitigation Plan was adopted and jurisdictions must update their Hazard Mitigation Plans every five years to maintain eligibility for certain types of funding; and,

WHEREAS, the City of Kenai Hazard Mitigation Plan has been approved by the Federal Emergency Management Agency pending local adoption; and,

WHEREAS, the City of Kenai Hazard Mitigation Plan was developed through a public process; and,

WHEREAS, the City of Kenai Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Kenai from the impacts of future natural disasters; and,

WHEREAS, the City of Kenai Planning and Zoning Commission recommended adoption of the City of Kenai Hazard Mitigation Plan at their meeting on January 22, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA:

Section 1. That the City of Kenai adopts the City of Kenai Hazard Mitigation Plan as attached hereto.

Section 2. That the City of Kenai will submit the adopted City of Kenai Hazard Mitigation Plan to the Alaska Division of Homeland Security and Emergency Management for final review and approval.

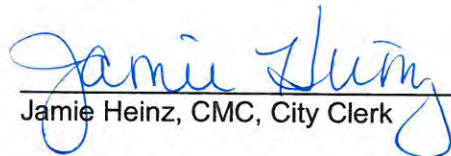
Section 3. That the adopted City of Kenai Hazard Mitigation Plan will be submitted to the Kenai Peninsula Borough to become an annex to the Kenai Peninsula Borough Hazard Mitigation Plan once final approval is received.

Section 4. That this resolution take effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 5th day of February, 2020.


BRIAN GABRIEL SR., MAYOR

ATTEST:


Jamie Heinz, CMC, City Clerk





FEMA

February 19, 2020

The Honorable Brian Gabriel, Sr.
Mayor, City of Kenai
210 Fidalgo Avenue
Kenai, Alaska 99611

Dear Mayor Gabriel:

On February 14, 2020, the United States Department of Homeland Security's Federal Emergency Management Agency (FEMA) Region 10, approved the City of Kenai Mitigation Plan as a local plan as outlined in Code of Federal Regulations Title 44 Part 201. This approval provides the jurisdiction eligibility to apply for the Robert T. Stafford Disaster Relief and Emergency Assistance Act's, Hazard Mitigation Assistance (HMA) grants projects through February 13, 2025, through your state.

FEMA individually evaluates all application requests for funding according to the specific eligibility requirements of the applicable program. Though a specific mitigation activity or project identified in the plan may meet the eligibility requirements, it may not automatically receive approval for FEMA funding under any of the aforementioned programs.

Over the next five years, we encourage your communities to follow the plan's schedule for monitoring and updating, and to develop further mitigation actions. To continue eligibility, jurisdictions must review, revise as appropriate, and resubmit the plan within five years of the original approval date.

If you have questions regarding your plan's approval or FEMA's mitigation grant programs, please contact JJ Little, Emergency Management Specialist with Alaska Division of Homeland Security and Emergency Management, at (907) 428-7055, who locally coordinates and administers these efforts.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Carey", is written over a circular stamp that partially overlaps the signature.

Mark Carey, Director
Mitigation Division

cc: Brent Nichols, Alaska Division of Homeland Security and Emergency Management

Enclosure

JS:vl



FEMA

February 19, 2020

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Mayor, City of Kenai
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Sincerely,

Mark Carey, Director
Mitigation Division

cc: Brent Nichols, Alaska Division of Homeland Security and Emergency Management

Enclosure

JS:vl



Sponsored by: Administration

CITY OF KENAI

RESOLUTION NO. 2020-04

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, ADOPTING THE CITY OF KENAI HAZARD MITIGATION PLAN.

WHEREAS, the City of Kenai recognizes the threat from natural disasters posed to residents and property; and,

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WHEREAS, the City of Kenai Hazard Mitigation Plan was developed through a public process; and,

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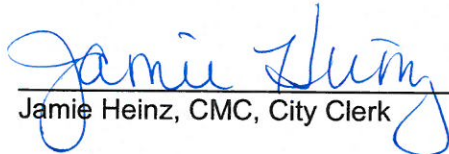
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Section 4. That this resolution take effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this 5th day of February, 2020.


BRIAN GABRIEL SR., MAYOR

ATTEST:


Jamie Heinz, CMC, City Clerk





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Telephone: (907) 283-7535 | Fax: (907) 283-3014
www.kenai.city

MEMORANDUM

TO: Mayor Brian Gabriel and Kenai City Council
THROUGH: Paul Ostrander, City Manager
FROM: Elizabeth Appleby, City Planner
DATE: January 28, 2020
SUBJECT: **Resolution No. 2020-04 – Adopting the City of Kenai Hazard Mitigation Plan**

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Thank you for your consideration.





**CITY OF KENAI
PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ2020 – 02**

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI **RECOMMENDING** THE COUNCIL OF THE CITY OF KENAI ADOPT THE CITY OF KENAI HAZARD MITIGATION PLAN

WHEREAS, the City of Kenai recognizes the threat from natural disasters posed to residents and property; and,

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NOW, THEREFORE, BE IT RECOMMENDED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA:

Section 1. That the Kenai City Council enact a resolution adopting the City of Kenai Hazard Mitigation Plan at their next regularly scheduled meeting.

Section 2. That a copy of Resolution PZ2020-02 be forwarded to the Kenai City Council.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KENAI, ALASKA, this 22nd day of January 22, 2020.

For Jeff Twait For
JEFF TWAIT, CHAIRPERSON

ATTEST:

Jamie Heinz
JAMIE HEINZ, CMC, CITY CLERK



Kenai Peninsula Borough Assembly

MEMORANDUM

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

THRU: Johni Blankenship, Borough Clerk (JB)

FROM: Tatyana Shassetz, Borough Clerk Secretary (AS)

DATE: Thursday, April 9, 2020

RE: Liquor License Transfer of Location Application – Cooper Landing
Brewing Company – License 5573

Kenai Peninsula Borough Code § 7.10.010 provides for a mandatory Assembly review of applications for restaurant designation permits at locations within the Borough. Accordingly, the attached application for a restaurant designation permit as filed by Cooper Landing Brewing Company LLC dba Cooper Landing Brewing Company located in the Kenai Peninsula Borough, Alaska, is being submitted to you for review and action.

RECOMMENDATION: That the Assembly approve the issuance for liquor license transfer of location requested by Cooper Landing Brewing Company LLC dba Cooper Landing Brewing Company.

cc: Cooper Landing Brewing Company LLC



THE STATE
of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development
ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

March 9, 2020

Kenai Peninsula Borough
VIA Email: blankenship@kpb.us
dhenry@kpb.us
jrogers@kpb.us
tschassetz@kpb.us
sness@kpb.us

License Type:	Brewery	License Number:	5573
Licensee:	Cooper Landing Brewing Company, LLC		
Doing Business As:	Cooper Landing Brewing Company		
Premises Address:	21879 Sterling Highway		

- ☐ New Application
☒ Transfer of Location Application
☐ Transfer of Ownership Application
☐ Transfer of Controlling Interest Application

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director and the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant's proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Glen Klinkhart, Interim Director
amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board Form AB-01: Transfer License Application

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

What is this form?

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review Title 04 of Alaska Statutes and Chapter 304 of the Alaska Administrative Code. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

This form must be completed and submitted to AMCO's main office, along with all other required forms and documents, before any license application will be considered complete.

Section 1 – Transferor Information

Enter information for the current licensee and licensed establishment.

Licensee:	Cooper Landing Brewing Company LLC	License #:	5573
License Type:	Brewery	Statutory Reference:	4.11.130
Doing Business As:	Cooper Landing Brewing Company LLC		
Premises Address:	21879 Sterling Highway		
City:	Cooper Landing	State:	Alaska
Local Governing Body:	Kenai Peninsula Borough	ZIP:	99572

Transfer Type:

- ☒ Regular transfer
☐ Transfer with security interest
☐ Involuntary retransfer

OFFICE USE ONLY			
Complete Date:		Transaction #:	1232161
Board Meeting Date:		License Years:	
Issue Date:		BRE:	

[Form AB-01] (rev 10/10/2016)

Page 1 of 7

AMCO

JAN - 2 2020



Alaska Alcoholic Beverage Control Board Form AB-01: Transfer License Application

Section 2 - Transferee Information

Enter information for the new applicant and/or location seeking to be licensed.

Licenses:	Cooper Landing Brewing Company LLC		
Doing Business As:	Cooper Landing Brewing Company		
Premises Address:	21879 Sterling Highway	State:	AK
City:	Cooper Landing	ZIP:	99572
Community Council:	Cooper Landing Community Council		

Mailing Address:	2505 Barrow Street Suite C		
City:	Anchorage	State:	Alaska
		ZIP:	99503

Designated Licensee:	Nelz Anthony Barnett		
Contact Phone:	907-233-6101	Business Phone:	907-276-5044
Contact Email:	nelz@cooperlandbrewing.com		

Seasonal License? ☐ Yes ☒ No ☐ If "Yes", write your six-month operating period: _____

Section 3 - Premises Information

Premises to be licensed is:

☐ an existing facility ☒ a new building ☐ a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

2.8 miles

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest church building? Include the unit of measurement in your answer.

3.1 miles

[Form AB-01] (rev 10/10/2016)

Page 2 of 7

AMCO

FEB 28 2020



Alaska Alcoholic Beverage Control Board Form AB-01: Transfer License Application

Section 4 - Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5. If more space is needed, please attach a separate sheet with the required information. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate

Name:	NA		
Address:			
City:		State:	ZIP:

This individual is an: ☐ applicant ☐ affiliate

Name:			
Address:			
City:		State:	ZIP:

Section 5 - Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.

- If more space is needed, please attach a separate sheet with the required information.
- If the applicant is a corporation, the following information must be completed for each stockholder who owns 10% or more of the stock in the corporation, and for each president, vice-president, secretary, and managing officer.
- If the applicant is a limited liability organization, the following information must be completed for each member with an ownership interest of 10% or more, and for each manager.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each partner with an interest of 10% or more, and for each general partner.

Entity Official:	Nelz Anthony Barnett		
Title(s):	Member/owner	Phone:	907-233-6101
Address:	2705 West 31st St		
City:	Anchorage	State:	AK
		ZIP:	99517

[Form AB-01] (rev 10/10/2016)

Page 3 of 7



Alaska Alcoholic Beverage Control Board
Form AB-01: Transfer License Application

Entity Official:	Sean Dennis Barnett	Phone:	907-230-2244	% Owned:	50%
Title(s):	Member/owner	Address:	21624 Sean St		
City:	Chugiak	State:	AK	ZIP:	99567

Entity Official:		Phone:		% Owned:	
Title(s):		Address:			
City:		State:		ZIP:	

Entity Official:		Phone:		% Owned:	
Title(s):		Address:			
City:		State:		ZIP:	

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:	10037535	AK Formed Date:	4/8/2016	Home State:	Alaska
Registered Agent:	Nathan Haines	Agent's Phone:	907-525-4776		
Agent's Mailing Address:	2251 Cinnabar Loop				
City:	Anchorage	State:	AK	ZIP:	99507

Residency of Agent: 2251 Cinnabar Loop Anchorage, AK Yes No ☒ ☐

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?



Alaska Alcoholic Beverage Control Board
Form AB-01: Transfer License Application

Section 6 - Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

NA

Section 7 - Authorization

Communication with AMCO staff:

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If "Yes", disclose the name of the individual and the reason for this authorization:

NA



Alaska Alcoholic Beverage Control Board Form AB-01: Transfer License Application

Section 8 - Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of perjury that the undersigned represents a controlling interest of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

Sean D. Barnett
Signature of transferor
Sean D. Barnett
Printed name of transferor

Subscribed and sworn to before me this 5th day of December, 2019.
Savanna Kelly
Signature of Notary Public
SAVANNA KELLY
Notary Public
State of Alaska
My Commission Expires Oct 1, 2020

Notary Public in and for the State of Alaska
My commission expires: Oct 1, 2020

Neil A. Barnett
Signature of transferor
Neil A. Barnett
Printed name of transferor

Subscribed and sworn to before me this 5th day of December, 2019.
Savanna Kelly
Signature of Notary Public
SAVANNA KELLY
Notary Public
State of Alaska
My Commission Expires Oct 1, 2020

Notary Public in and for the State of Alaska
My commission expires: Oct 1, 2020



Alaska Alcoholic Beverage Control Board Form AB-01: Transfer License Application

Section 9 - Transferee Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

SB

I certify that all proposed licensees have been listed with the Division of Corporations.

SB

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

SB

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.

SB

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

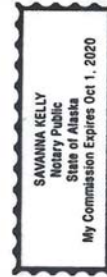
SB

As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete.

Sean D. Barnett
Signature of transferee
Sean D. Barnett
Printed name

Subscribed and sworn to before me this 5th day of December, 2019.

Savanna Kelly
Signature of Notary Public



Notary Public in and for the State of Alaska

My commission expires: Oct 1, 2020

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350



Alaska Alcoholic Beverage Control Board Form AB-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

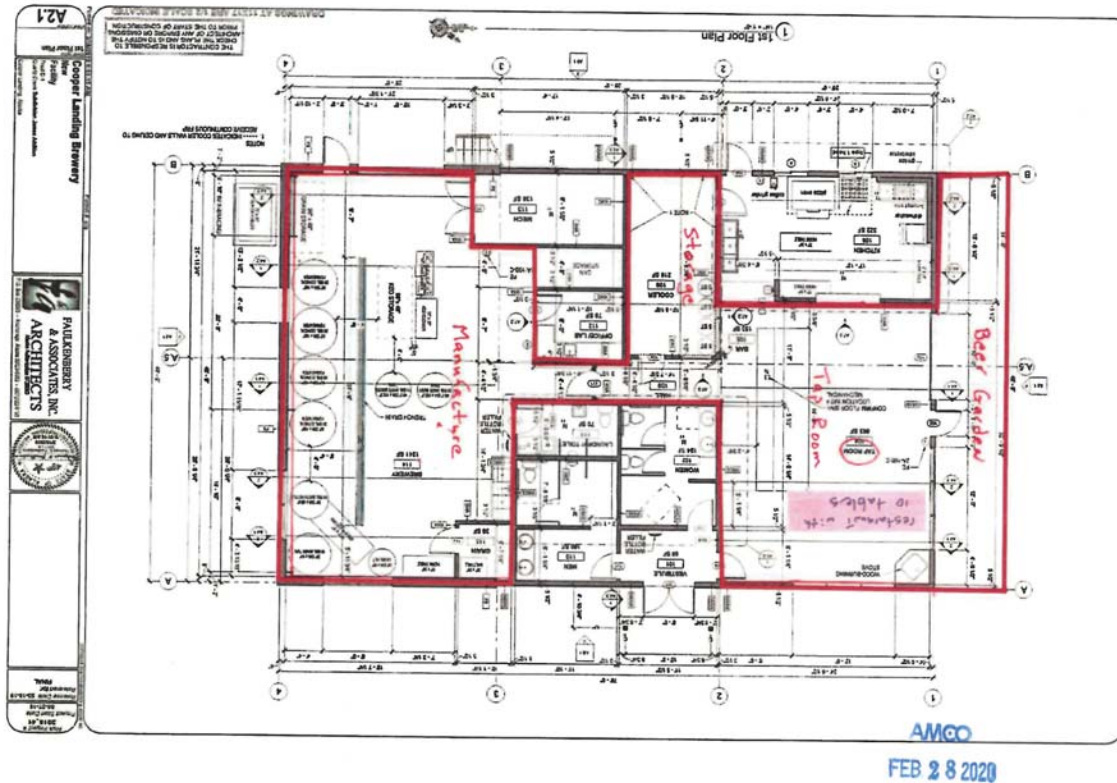
This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form. ☒ Yes ☐ No

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cooper Landing Brewing Company LLC	License Number:	5573
License Type:	Brewery		
Doing Business As:	Cooper Landing Brewing Company		
Premises Address:	21879 Sterling Highway		
City:	Cooper Landing	State:	AK
		ZIP:	99572





2-28-20

AMCO
550 West Seventh Ave. Ste. 1600
Anchorage, Ak 99501

Subject: Cooper Landing Brewing Company application for change of location.

Reference: Incomplete Transfer Application changes and additions

AMCO,

This letter is in reference to the AB-02 Premises Diagram beer garden location and security. At this time we would like to change the beer garden location slightly. We have drawn in red the size and location.

The new size and design will place the entire beer garden on the West side of the tap room, extending the entire length of the West side of the tap room and out 12'.

The beer garden can only be entered through the tap room man door on the West side. The barrier for the Beer Garden will be constructed out of concrete free standing posts. Four rows of 1/2" ropes will be attached to the posts to prevent any one entering or exiting anywhere but the West side tap room man door.

Tap room staff will be instructed to regularly observe patrons consuming alcohol. No one under the age of 21 will be allowed to consume alcohol. There are many windows on the West side for observation. Also regular trips out to the Beer Garden will be made by staff.

Sincerely,
Sean D. Barnett owner member

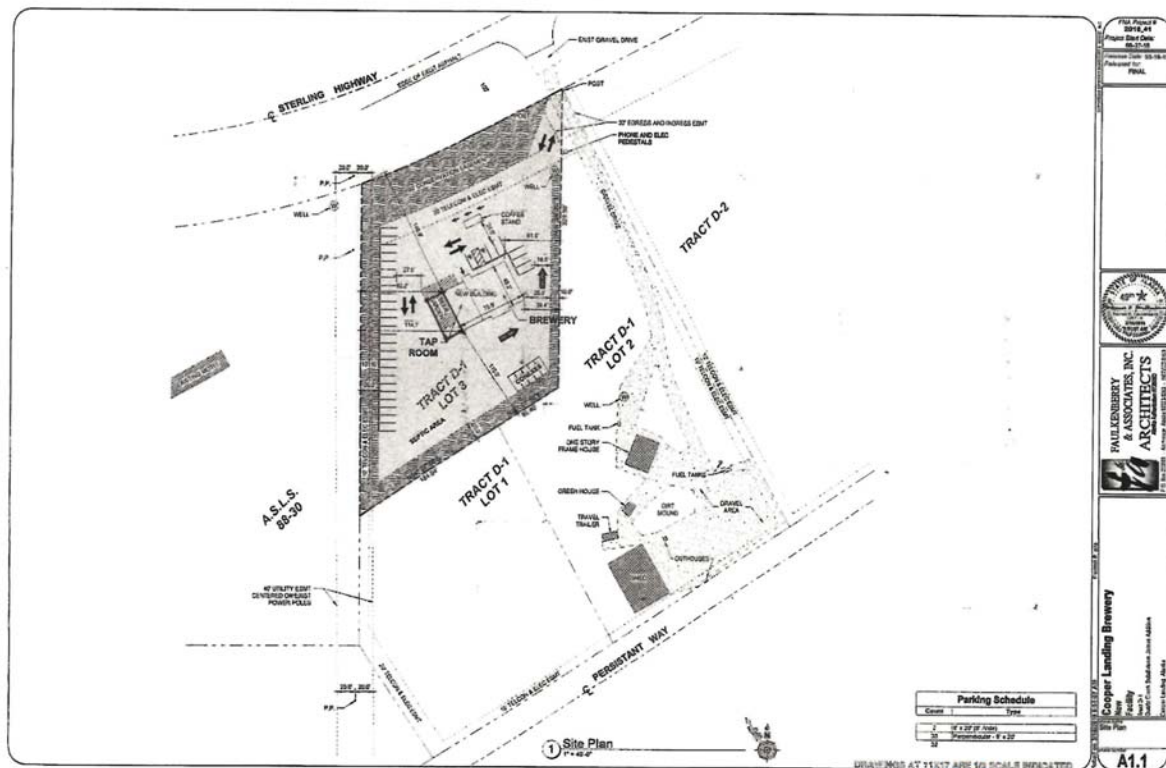
Sean D. Barnett

AMCO

FEB 28 2020

Cooper Landing Brewing Company, LLC
Office: (907) 276-5044
Fax: (907) 276-5410

2505 Barrow Street, Suite C
Anchorage, Alaska 99503
www.cooperlandbrewing.com



Kenai Peninsula Borough

Office of the Borough Clerk

MEMORANDUM

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

THRU: Johni Blankenship, Borough Clerk (JB)

FROM: Tatyana Shassetz, Borough Clerk Secretary (SS)

DATE: April 21, 2020

RE: Arctic Herby – Application for New Retail Marijuana Store – License #23777

Kenai Peninsula Borough Code 7.30.010 provides that the Assembly shall review and make recommendations to the state on applications for new marijuana licenses located within the Borough. Accordingly, the attached application filed by Arctic Herby is being submitted to you for review and recommendation. Due to the cancellation of the March 23rd Planning Commission meeting and the April 7th Assembly meeting. A letter of non-objection was issued to the Alcohol Marijuana Control Office on March 23rd with a condition that the non-objection was contingent upon ratification by the Assembly at the April 21st Assembly meeting.

The Borough Finance Department reviewed the application and has no objection to the new license based on unpaid taxes. The Planning Department reviewed the application and has no objection to the new license based on the standards set forth in KPB 7.30.

RECOMMENDATION:

That the Assembly ratifies and approves the issuance of the letter of non-objection to the Alcohol Marijuana Control Office regarding the New Retail Marijuana Store license as requested by **Arctic Herby** with the recommendation that the following conditions be placed on the state license pursuant to 3 AAC 306.060(b):

1. The marijuana establishment shall conduct their operation consistent with the site plan submitted to the Kenai Peninsula Borough.
2. There shall be no parking in borough rights-of-way generated by the marijuana establishment.

3. The marijuana establishment shall remain current in all Kenai Peninsula Borough financial obligations consistent with KPB 7.30.020(A).
4. The marijuana establishment shall not conduct any business on, or allow any consumer to access, the retail marijuana store's licensed premises, between the hours of 2:00 a.m. and 8:00 a.m.]



Office of the Borough Clerk

144 North Binkley Street, Soldotna, Alaska 99669 • (907) 714-2160 • (907) 714-2388 Fax

Johni Blankenship, MMC
Borough Clerk

March 23, 2020

Sent via email: amco.localgovernmentonly@alaska.gov

Interim Director
Alcohol & Marijuana Control Office

RE: New Application for Retail Marijuana Store

Business Name: Arctic Herbery
License Location: Borough/16021 Sterling Highway, Cooper Landing, AK 99572
License No.: 23777

Dear Mr. Klinkhart,

The Kenai Peninsula Borough Assembly cancelled its April 7, 2020 Assembly meeting per the CDC's recommendations regarding COVID-19. The administration is issuing a conditional non-objection of the Retail Marijuana Store new license application for Arctic Herbery located in the Kenai Peninsula Borough subject to the following:

1. The non-objection is ratified by the Assembly at their April 21, 2020 regularly scheduled Assembly meeting.
2. The marijuana establishment shall conduct their operation consistent with the site plan submitted to the Kenai Peninsula Borough.
3. There shall be no parking in borough rights-of-way generated by the marijuana establishment.
4. The marijuana establishment shall remain current in all Kenai Peninsula Borough financial obligations consistent with KPB 7.30.020(A).
5. The marijuana establishment shall not conduct any business on, or allow any consumer to access, the retail marijuana store's licensed premises, between the hours of 2:00 a.m. and 8:00 a.m.

Should you have any questions, or need additional information, please don't hesitate to let us know.

Sincerely,

Johni Blankenship, MMC
Borough Clerk

cc: bryant@gci.net



THE STATE
of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

February 11, 2020

Kenai Peninsula Borough
Attn: Johni Blankenship
VIA Email: jblankenship@kpb.us
CC: micheletturner@kpb.us
tschassetz@kpb.us
snass@kpb.us
dhenry@kpb.us

License Number:	23777
License Type:	Retail Marijuana Store
Licensee:	7107 Ventures, LLC
Doing Business As:	ARCTIC HERBERY
Physical Address:	16021 Sterling Highway Building #2 Cooper Landing, AK 99572
Designated Licensee:	Bryant Thorp
Phone Number:	907-317-1895
Email Address:	bryant@gci.net

☒ New Application ☐ New Onsite Consumption Endorsement Application (Retail Only)

AMCO has received a complete application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.025(d)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director and the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant. If the protest is a "conditional protest" as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license, but require the applicant to show to the board's satisfaction that the requirements of the local government have been met before the director issues the license.

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a new license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200, or when a local government protests an application on the grounds that the proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

This application will be in front of the Marijuana Control Board at our April 2-3, 2020 meeting.

Sincerely,



Glen Klinkhart, Interim Director
amco.localgovernmentonly@alaska.gov

From: Courtney Larsen
To: bryant@adg.net
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Formal Public Comment Objection to Cooper Landing Marijuana Establishment
Date: Saturday, January 4, 2020 10:51:14 PM
Attachments: [image.png](#)

Dear Alaska alcohol and marijuana control office,

I do hereby object of the establishment of a marijuana store in or near cooper landing:

There are a multitude of places in nearby sterling and other locations on the Kenai peninsula that those interested in these items can obtain such in those areas.

I wish that marijuana not be so accessible so close to this cooper landing community.

We already have alcoholic establishments in plentiful in proportion to the small population.

We don't need more controlled substances.

In addition, as far as I am aware,

Controlled substances of marijuana are not allowed on Kenai River Special Management Area, and Kenai National Wildlife Refuge,

<http://dlss.alaska.gov/dph/Director/Documents/marijuana/ResponsibleConsumerFactBook.pdf>

and not on Chugach National Forest

https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd601781.pdf

which is basically nearly all of cooper landing areas.

--
Sincerely,

Mr. Courtney Larsen [ADV.GURU](#)
Recreational Concierge
35022 Hamilton Road
PO Box 584, Cooper Landing, AK 99572
(907) 205 - 7205 (cell)



From: Courtney Larsen
To: Marijuana Licensing (CED sponsored)
Cc: Bryant Thorp
Subject: Re: Formal Public Comment Object#23777 Cooper Landing Marijuana Establishment
Date: Tuesday, January 7, 2020 1:08:23 PM
Attachments: image001.png
image002.png
image.png

Application #23777. The one proposed in cooper landing

And any other proposed in the future in cooper landing but just specifically for now this one at hand

Courtney

On Tue, Jan 7, 2020 at 12:20 PM Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov> wrote:

Good afternoon,

I am confirming receipt of your emailed objection. For our records, can you confirm whether this is an objection to marijuana stores in general or an objection to a specific application? If it is for a specific application, please Reply All with the license number of the proposed establishment.

Sincerely,



TJ Zielinski

Occupational Licensing Examiner
Alcohol & Marijuana Control Office
550 West 7th Avenue, Suite 1600
Anchorage, Alaska 99501

From: Courtney Larsen [mailto:courtneylak@gmail.com]
Sent: Saturday, January 4, 2020 10:51 PM

To: bryant@agci.net

Cc: Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>

Subject: Formal Public Comment Objection to Cooper Landing Marijuana Establishment

Dear Alaska alcohol and marijuana control office,

I do hereby object of the establishment of a marijuana store in or near cooper landing:

There are a multitude of places in nearby sterling and other locations on the Kenai peninsula that those interested in these items can obtain such in those areas.

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<http://dhss.alaska.gov/dph/Director/Documents/marijuana/ResponsibleConsumerFactBook.pdf>

and not on Chugach National Forest

https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd601781.pdf

which is basically nearly all of cooper landing areas.

From: brimberry@consolidated.net
To: brimberry@consolidated.net
Cc: brimberry@consolidated.net
Subject: RE: Public Notice for Marijuana Establishment License #23777 at 16021 Sterling High (Cooper Landing)
Date: Thursday, January 9, 2020 5:15:25 PM
Attachments: [image001.jpg](#)

Mr. Zielinski
Would you please accept this letter as a resubmittal? The previous version was poorly proofed.
As a part-time resident, home owner and outdoor enthusiast in Cooper Landing, I recommend that the license request for marijuana sales be declined. This establishment, if approved, represents a decrease of public safety to the community for the following reasons:

- The overall public safety and security of Cooper Landing will be adversely impacted. There is ample information in other states (Colorado specifically) that shows an increase in crime and homelessness with the availability of recreational marijuana sales. This threatens the Cooper Landing residents' and visitors' safety and property security in a community that currently experiences very little crime. Additionally, the site is on a straight-away, speed transitional section (out of and into Cooper Landing) of the Sterling Highway. While there has been a restaurant that served alcohol at this location for years, it is not unreasonable to expect that the level of incumbered drivers along that section and entering/exiting the specific location will increase since this would only be a site for mind-numbing drug sales. This site already requires very alert driving because of its location; having personally encountered a number of potentially serious near misses there after going to the restaurant. In similar and unique ways, the waterways and trails of the Cooper Landing area will have an increase in dangers either from numbed awareness of marijuana users or threats by incumbered individuals. It is a fact that Cooper Landing does not receive a law enforcement presence strong enough to either ensure safe traffic flow or community security with increased dangers associated with marijuana sales/use. Granting this license threatens the quiet, safe and remote community.
 - Cooper Landing is strongly supported by tourism that is based on healthy, vibrant outdoor activities that are attractive to visitors. The infusion of marijuana sales into this atmosphere will create a deterrent to the positive attraction of the community and area. More specifically, the location is adjacent to campgrounds that are utilized by families and groups that come to experience quiet and wholesome outdoor activities. There is a threat that these campgrounds get targeted for use because of their proximity to a drug dispensary; reducing the campgrounds to party sites. I believe that people will choose to go other places knowing that Cooper Landing has become a marijuana focal point.
- These are my questions if the license is granted.
- Are the State of Alaska and forest/wildlife agencies prepared to monitor and document the traffic and security threat rates in the area to objectively capture the effect of this change to the community?
 - Are the State of Alaska and forest/wildlife agencies going to provide additional security resources to the community for trooper patrols and emergency response?
 - Is the Alaska licensing authority willing to grant a conditional license to capture the effects of this activity in the community and respond to or end the license if threats to the peaceful community increase?

Thanks
David Brimberry

From: Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>

AMCO Received 1/9/2020

--
Sincerely,
Mr. Courtney Larsen ADV.GURU
Recreational Concierge
35022 Hamilton Road
PO Box 584, Cooper Landing, AK 99572
(907) 205 - 7205 (cell)



--
Sincerely,
Mr. Courtney Larsen ADV.GURU
Recreational Concierge
PO Box 584, Cooper Landing, AK 99572
(907) 205 - 7205 (cell)



Sent: Thursday, January 9, 2020 2:04 PM
To: brimberry@consolidated.net
Cc: Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>; Bryant Thorp <bryant@gcl.net>
Subject: RE: Public Notice for Marijuana Establishment License #23777 at 16021 Sterling High (Cooper Landing)

Good morning,

I am confirming receipt of your objection to License #23777, and your objection will be brought to the Marijuana Control Board if and when this application is determined to be complete and scheduled for Board consideration.

AMCO does not notify objectors when an application is scheduled for consideration at a meeting, but you can find meeting information (including date, location, and call-in number) on AMCO's home page (<https://www.commerce.alaska.gov/web/amco/>) about halfway down the page in the blue "MCB Board Meeting" box. One week before each meeting, the meeting agenda will also be posted in this section. When you know that the application is complete, you can use the agenda to determine the order in which the item is being considered by the Board in case you wish to speak regarding your objection.

When a marijuana application is deemed complete by AMCO and will be scheduled for the next meeting listed on the home page, the applications are posted on this page on the AMCO website: <https://www.commerce.alaska.gov/web/amco/CompletedApplicationsforMarijuanaEstablishmentLicenses.aspx>

Let me know if you have any questions.

Sincerely,



TJ Zielinski

Occupational Licensing Examiner
Alcohol & Marijuana Control Office
550 West 7th Avenue, Suite 1600
Anchorage, Alaska 99501



Jana D. Weltzin
Licensed in Alaska & Arizona
901 Photo Ave
Anchorage, Alaska 99503
Phone 630-913-1113
Main Office 907-231-3750
JDW, LLC
jana@jdwounsel.com

February 7, 2020

AMCO

Sent Via Email

Re: Response to Incomplete Letter for 7107 Ventures, LLC License No. 20440

AMCO Team:

Thank you for your correspondence dated January 29, 2020. Please find the following attachments and/or statements to address your incomplete items:

- MJ-02 Premises Diagram
 - Diagram 1 & 2 has been labeled 1, 2 and 5.
 - Diagrams 3, 4 and 5 have been labeled Diagram 3.
 - Diagram 4 has been updated and added.
- MJ-03 Retail Supplemental
 - Page 4, Section 6.1: has been updated to read "keep out of the reach of children".
- Publisher's Affidavit
 - Not required as per email communications.
- Proof of Possession for Proposed Premises
 - Exhibit A has been added to the real estate lease.
 - A unit number has been added.
- Ground Lease:
 - A tax assessment has been added to the end of the document. (Exhibit B)

1 | Page

Received 2/7/2020

AMCO Received 1/9/2020



Jana D. Weltzin

Licensed in Alaska & Arizona

901 Photo Ave

Anchorage, Alaska 99503

Phone 630-913-1113

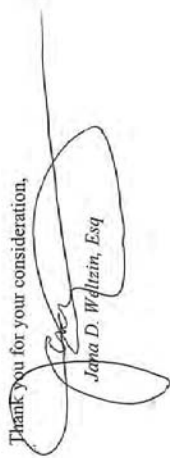
Main Office 907-231-3750

JDW, LLC

jana@jdwcounsel.com

- The AMCO disclaimer of a landlord not removing marijuana is at the end of page and beginning of page 9 of Exhibit B, which is incorporated into the Ground lease by reference and therefore an additional amendment is not required or necessary.

Thank you for your consideration,



Jana D. Weltzin, Esq

Department of Commerce, Community, and Economic Development

CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database

Download / Corporations / Entity Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	7107 Ventures, LLC

Entity Type: Limited Liability Company

Entity #: 10055175

Status: Good Standing

AK Formed Date: 3/30/2017

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2021

Entity Mailing Address: 7107 ARCTIC BLVD, ANCHORAGE, AK 99518

Entity Physical Address: 7107 ARCTIC BLVD, ANCHORAGE, AK 99518

Registered Agent

Agent Name: Jana Weltzin

Registered Mailing Address: 901 PHOTO AVE, ANCHORAGE, AK 99503

Registered Physical Address: 901 PHOTO AVE, ANCHORAGE, AK 99503

Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	Bryant D. Thorp	Manager, Member	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
3/30/2017	Creation Filing	Click to View	Click to View
3/30/2017	Initial Report	Click to View	
12/07/2018	Biennial Report	Click to View	
6/04/2019	Agent Change	Click to View	

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State of Alaska

Department of Commerce, Community, and Economic Development

Corporations, Business, and Professional Licensing

Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

7107 Ventures, LLC



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **March 30, 2017**.

Chris Hladick

Chris Hladick
Commissioner

AMCO Received 12/16/2019



Julie Anderson
Commissioner

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States. It is not transferable or assignable.
This license must be posted in a conspicuous place at the business location.

7107 Arctic Blvd., Anchorage, AK 99518

This business license has an endorsement for the physical address shown below:
Effective December 9, 2019 through December 31, 2021

ENDORSEMENT: 1065302 - 1

7107 VENTURES, LLC

owned by

7107 ARCTIC BLVD., ANCHORAGE, AK 99518

ARCTIC HERBERY

This is to certify that

Alaska Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

Alaska Business License # 1065302



Julie Anderson
Commissioner

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States. It is not transferable or assignable.
This license must be posted in a conspicuous place at the business location.

11 - Agriculture, Forestry, Fishing and Hunting; 42 - Trade

December 9, 2019 to December 31, 2021
for the following line(s) of business:

is licensed by the department to conduct business for the period

7107 VENTURES, LLC

owned by

7107 ARCTIC BLVD., ANCHORAGE, AK 99518

ARCTIC HERBERY

This is to certify that

Alaska Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

Alaska Business License # 1065302

**OPERATING AGREEMENT
OF
7107 Ventures, LLC
an Alaska limited liability company**

THIS OPERATING AGREEMENT (this "Agreement") is entered into to be effective as of May 5, 2017 (the "Effective Date"), by and among each of the persons listed on **Exhibit A** and executing this Agreement, or a counterpart thereof, as Members of 7107 Ventures, LLC, an Alaska limited liability company (the "Company").

**Section I
Formation; Name and Office; Purpose**

1.1. *Formation.* Pursuant to the Alaska Revised Limited Liability Company Act, A.S. Sections 10.50.010 through 10.50.995 (the "Act"), the parties have formed an Alaska limited liability company effective upon the filing of the Articles of Organization of this Company (the "Articles") with the State of Alaska Department of Commerce, Community, and Economic Development. The parties have executed this Agreement to serve as the "Operating Agreement" of the Company, as that term is defined in A.S. section 10.50.095, and, subject to any applicable restrictions set forth in the Act, the business and affairs of the Company, and the relationships of the parties to one another, shall be operated in accordance with and governed by the terms and conditions set forth in this Agreement. By executing this Agreement, the Members certify that those executing this Agreement constitute all of the Members of the Company at the time of its formation. The parties agree to execute all amendments of the Articles, and do all filing, publication, and other acts as may be appropriate from time to time hereafter to comply with the requirements of the Act.

1.2. *Name and Known Place of Business.* The Company shall be conducted under the name of 7107 Ventures, LLC and the known place of business of the Company shall be at 7107 Arctic Blvd., Anchorage, AK 99518 or such other place as the Members may from time to time determine.

1.3. *Purpose.* The purpose and business of this Company shall be to operate a state licensed cultivation and retail establishment for cannabis and related crops and goods, and any other lawful purpose as may be determined by the Members. The Company shall have the power to do any and all acts and things necessary, appropriate, or incidental in furtherance of such purpose.

1.4. *Treatment as a Partnership.* It is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as a partnership for federal income tax purposes, but that the Company shall not be operated or treated as a

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partnership for purposes of the federal Bankruptcy Code. No Member shall take any action inconsistent with this intent.

**Section II
Definitions**

The following terms shall have the meanings set forth in this Section II:

"*Act*" means the Alaska Revised Limited Liability Company Act, A.S. Sections 10.50.010 through 10.50.995, as amended from time to time (or any corresponding provisions of succeeding law).

"*Affiliate*" means, with respect to any Interest Holder or Member, any Person: (i) who is a member of the Interest Holder's or Member's Family; (ii) which owns more than ten percent (10%) of the voting or economic interests in the Interest Holder or Member; (iii) in which the Interest Holder or Member owns more than ten percent (10%) of the voting or economic interests; or (iv) in which more than ten percent (10%) of the voting or economic interests are owned by a Person who has a relationship with the Interest Holder or Member described in clause (i), (ii), or (iii) above.

"*Capital Contribution*" means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by an Interest Holder, net of liabilities secured by the contributed Property that the Company is considered to assume or take subject to under Section 752 of the Code.

"*Cash Flow*" means all cash funds derived from operations of the Company (including interest received on reserves), without reduction for any noncash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the Members. Cash Flow shall be increased by the reduction of any reserve previously established.

"*Event of Withdrawal*" means those events and circumstances listed in Section 10.50.220 and 10.50.225 of the Act provided, however, that following an Event of Withdrawal described in Section 10.50.220 and 10.50.225(4) of the Act the Member shall remain a Member until it ceases to exist as a legal entity.

"*Family*" means a Person's spouse, lineal ancestor, or descendant by birth or adoption, sibling, and trust for the benefit of such Person or any of the foregoing.

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“Fiscal Year” or “Annual Period” means the fiscal year of the Company, as determined under Section V.

“Interest” means a Person’s share of the Profits and Losses (and specially allocated items of income, gain, and deduction) of, and the right to receive distributions from, the Company.

“Interest Holder” means any Person who holds an Interest, whether as a Member or as an unadmitted assignee of a Member.

“Involuntary Transfer” shall include, without limitation, any Transfer of a Member or Interest Holder’s Interest pursuant to any order of any court relating to any petition for divorce, legal separation, marital dissolution, or annulment, or any guardianship, conservatorship, or other protective proceeding.

“Majority in Interest” means one or more Members who own, collectively, a simple majority of the Percentage Interests held by Members.

“Majority of the Members” means one or more of the Members, regardless of the Percentage Interest held by the Members.

“Member” means each Person signing this Agreement and any Person who subsequently is admitted as a member of the Company until such time as an Event of Withdrawal has occurred with respect to such Member.

“Membership Rights” means all of the rights of a Member in the Company, including a Member’s: (i) Interest, (ii) right to inspect the Company’s books and records, and (iii) right to participate in the management of and vote on matters coming before the Company.

“Percentage Interest” means, as to a Member, the percentage set forth after the Member’s name on **Exhibit A**, as amended from time to time, and, as to an Interest Holder who is not a Member, the Percentage of the Member whose Interest has been acquired by such Interest Holder, to the extent the Interest Holder has succeeded to that Member’s Interest.

“Person” means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

“Property” means all real and personal property (including cash) acquired by the Company, and any improvements thereto.

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“Transfer” means, when used as a noun, any voluntary or involuntary sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means voluntarily or involuntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

Section III Capital Contributions

3.1. Capital Contributions.

3.1.1. *Initial Capital Contributions.* Upon the execution of this Agreement, the Members have or shall make contributions to the capital of the Company as set forth in **Exhibit A** attached hereto and by this reference made a part hereof.

3.1.2. *Additional Capital Contributions.* No Member shall be required to contribute any additional capital to the Company, and no Member shall have any personal liability for any obligation of the Company.

3.2. *Withdrawal or Return of Capital Contributions.* Except as specifically provided in this Agreement, no Interest Holder shall have the right to withdraw or reduce the Capital Contributions he or she makes to the Company. Upon dissolution of the Company or liquidation of his or her interest in the Company, each Interest Holder shall look solely to the assets of the Company for return of his or her Capital Contributions and, if the Company’s property remaining after the payment or discharge of the debts, obligations, and liabilities of the Company is insufficient to return the Capital contributions of each Interest Holder, no Interest Holder shall have any recourse against the Company, any Interest Holder, or Member except for gross negligence, malfeasance, bad faith, or fraud.

3.3. *Form of Return of Capital.* Under circumstances requiring a return of any Capital Contributions, no Interest Holder shall have the right to receive property other than cash except as may be specifically provided herein.

3.4. *In the Event of Member Loans.* All Member Loans made pursuant to Section 3.5 shall bear interest at the prime rate of interest as reported by *the Wall Street Journal - Western Edition*, shall be unsecured, and shall be repaid in full out of available funds of the Company before any distribution may be made to any Member. If more than one Member has made a Member Loan, repayment shall be made to each Member in proportion to the amount of principal each has advanced.

Section IV

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Distributions

4.1. *Distributions.* Except as otherwise provided in this Agreement, distributions shall be made to the Interest Holders at such times and in such amounts as determined by the Members. Distributions will be made to Interest Holders *pro rata*, in proportion to their Percentage Interests.

4.2. General.

4.2.1. *Form of Distribution.* In connection with any distribution, no Interest Holder shall have the right to receive Property other than cash except as may be specifically provided herein. If any assets of the Company are distributed in kind to the Interest Holders, those assets shall be valued on the basis of their fair market value, and any Interest Holder entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Interest Holders so entitled. Unless the Interest Holders otherwise agree, the fair market value of the assets shall be determined by an independent appraiser who shall be selected by the Members.

4.2.2. *Withholding.* All amounts required to be withheld pursuant to Code Section 1446 or any other provision of federal, state, or local tax law shall be treated as amounts actually distributed to the affected Interest Holders for all purposes under this Agreement.

4.2.3. *Varying Interests; Distributions in Respect to Transferred Interests.* If any Interest is sold, assigned, or transferred in compliance with the provisions of this Agreement, all distributions on or before the date of such transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making distributions, and allocating Profits, Losses, and other items of income, gain, loss, and deduction pursuant to **Exhibit B**, hereof, the Company shall recognize the

transfer not later than the end of the calendar month during which it is given notice of such, provided that if the Company does not receive a notice stating the date such Interest was transferred and such other information as it may reasonably require within thirty (30) days after the end of the Fiscal Year during which the transfer occurs, then all of such items shall be allocated, and all distributions shall be made, to the person who, according to the books and records of the Company, on the last day of the Fiscal Year during which the transfer occurs, was the owner of the Interest. Neither the Company nor any Interest Holder shall incur any liability for making allocations and distributions in accordance with the provisions of this Section, whether or not any Interest Holder or the Company has knowledge of any transfer of ownership of Interest.

Section V Management

5.1. *Management.* Subject to the rights under the Act or the provisions of this Agreement to approve certain actions, the business and affairs of the Company shall be managed exclusively by its Manager. The Members shall vote and select a Manager that will direct, manage, and control the business of the Company to the best of their ability and, subject only to those restrictions set forth in the Act or this Agreement, shall have full and complete authority, power, and discretion to make any and all decisions and to do any and all things which the Manager deem appropriate to accomplish the business and objectives of the Company. Each Member agrees not to incur any liability on behalf of the other Members or otherwise enter into any transaction or do anything which will subject the other Members to any liability, except in all instances as contemplated hereby. All substantial business decisions shall be put to a majority vote by the members.

5.2. *Certain Management Powers of the Manager.* Without limiting the generality of Section 5.1, the Manager shall have power and authority on behalf of the Company:

5.2.1. In the ordinary course of business, to acquire property from and sell property to any person as the Manager may determine after a majority approval vote of all members interest. The fact that a Manager is directly or indirectly affiliated or connected with any such person shall not prohibit dealing with that Person;

5.2.2. Subject to approval by a Majority of the Members under Section 5.3.4, to use credit facilities and borrow money for the Company from banks, other lending institutions, the Interest Holders, or Affiliates of the Interest Holders, on such terms as approved by the Members, and in connection therewith, to hypothecate, encumber, and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt or other obligation shall be contracted or liability incurred by or on behalf of the Company by the Member;

5.2.3. To purchase liability and other insurance to protect the Members and the Company's property and business;

5.2.4. Subject to approval by a Majority of the Members, to hold and own any Company real and personal property in the name of the Company or others as provided in this Agreement;

5.2.5. Subject to approval by a Majority of the Members, to execute on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes, and other negotiable instruments, mortgages, or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage, or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, and any other instruments or documents necessary, in the opinion of the Member, to accomplish the purposes of the Company;

5.2.6. To employ accountants, legal counsel, managing agents, or other experts to perform services for the Company and compensate them from Company funds;

5.2.7. Except for the agreements described in Section 5.3.6 below, to enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Manager may approve;

5.2.8. To vote any shares or interests in other entities in which Company holds an interest;

5.2.9. To do and perform all other acts as may be necessary or appropriate to accomplish the purposes of the Company; and

5.2.10. To take such other actions as do not expressly require the consent of any non-managing Members under this Agreement.

A Manager may act by a duly authorized attorney-in-fact. Unless authorized to do so by this Agreement, no Member, agent, or employee of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose.

5.3. *Actions Requiring Approval of the Members.* In addition to those actions for which this Agreement specifically requires the consent of the Members, the following actions require approval by a Majority of the Members:

5.3.1. Amend this Agreement or the Articles, except that any amendments required under the Act to correct an inaccuracy in the Articles may be filed at any time;

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5.3.2. Authorize the Company to make an assignment for the benefit of creditors of the Company, file a voluntary petition in bankruptcy, or consent to the appointment of a receiver for the Company or its assets; or

5.3.3. Approve a plan of merger or consolidation of the Company with or into one or more business entities;

5.3.4. Borrow money for the Company from banks, other lending institutions, the Interest Holders, Members, or Affiliates of the Interest Holders or to hypothecate, encumber, or grant security interests in the assets of the Company;

5.3.5. Sell or otherwise dispose of all or substantially all of the assets of the Company in a single transaction or a series of related transactions; or

5.3.6. Enter into any contract or agreement between the Company and any Member, Interest Holder, or Affiliate of a Member or Interest Holder without the consent of a Majority of the Members.

5.4. *Member Has No Exclusive Duty to Company.* The Members shall not be required to manage the Company as the Members' sole and exclusive function and the Members may engage in other business and investment activities in addition to those relating to the Company. Neither the Company nor any Interest Holder shall have any right, solely by virtue of this Agreement or its relationship to a Member or the Company, to share or participate in any such other investments or activities of the Members or to the income or proceeds derived therefrom. Members shall not have any obligation to disclose any such other investments or activities to the Interest Holders unless it actually or potentially adversely affects the business or property of the Company.

5.5. *Compensation and Expenses.* The Company may enter into management or employment contracts, under such terms and conditions and providing for such compensation as shall be approved by the Members as provided herein, with one or more Member or Interest Holders or Persons Affiliated with the Member or Interest Holders.

5.6. *Books and Records.* At the expense of the Company, the Members shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of transactions with respect to the conduct of the Company's business. The books and records shall be maintained in accordance with sound accounting practices and kept at the Company's known place of business and such other location or locations as the Members shall from time to time determine. At a minimum the Company shall keep at its known place of business the following records:

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5.6.1. A current list of the full name and last known business, residence, or mailing address of each Member;

5.6.2. A copy of the initial Articles and all amendments thereto and restatements thereof;

5.6.3. Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent fiscal years;

5.6.4. Copies of this Agreement and all amendments hereto or restatements hereof, including any prior operating agreements no longer in effect;

5.6.5. Copies of any documents relating to a Member's obligation to contribute cash, property, or services to the Company;

5.6.6. Copies of any financial statements of the Company for the three (3) most recent fiscal years; and

5.6.7. Copies of minutes of all meetings of the Members and all written consents obtained from Members for actions taken by Members without a meeting.

5.7. *Financial Accounting / Member Access to Books and Records.* The Members shall prepare and make available a financial accounting of the Company no less than once every sixty (60) days. Within three (3) calendar days following written notice, which may be submitted in writing, via facsimile or electronic mail, each Member shall have the right, during normal business hours, to inspect and copy, at the Member's expense, the Company's books and records.

5.8. *Reports.* Within seventy-five (75) days after the end of each Fiscal Year of the Company, the Members shall cause to be sent to each Person who was a Member at any time during the Fiscal Year a complete accounting of the affairs of the Company for the Fiscal Year then ended. In addition, within seventy-five (75) days after the end of each Fiscal Year of the Company, the Members shall cause to be sent to each Person who was an Interest Holder at any time during the Fiscal Year, the tax information concerning the Company which is necessary for preparing the Interest Holder's income tax returns for that year. At the request of any Member, and at the Member's expense, the Members shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by the Member.

5.9. *Title to Company Property.*

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5.9.1. Except as provided in Section 5.9.2, all real and personal property acquired by the Company shall be acquired and held by the Company in its name.

5.9.2. Ten (10) days after giving notice, the Members may direct that legal title to all or any portion of the Company's property be acquired or held in a name other than the Company's name. Without limiting the foregoing, the Members may cause title to be acquired and held any one Member's name or in the names of trustees, nominees, or straw parties for the Company. It is expressly understood and agreed that the manner of holding title to the Company's property (or any part thereof) is solely for the convenience of the Company and all of that property shall be treated as Company property. The notice to be given to the Members under this section shall identify the asset or assets to be titled outside of the Company name, the Person in whom legal title is intended to vest, and the reason for the proposed transaction. If any Member provides written notice of an objection to the transaction before the expiration of the ten (10) day period, the transaction shall not be consummated except upon approval of a Majority of the Members.

Section VI Members

6.1. *Meetings.* Unless otherwise prescribed by the Act, meetings of the Members may be called, for any purpose or purposes, by a Majority of the Members.

6.2. *Place of Meetings.* Whoever calls the meeting may designate any place, either within or outside the State of Alaska, as the place of meeting for any meeting of the Members.

6.3. *Notice of Meetings.* Except as provided in this Agreement, written notice stating the date, time, and place of the meeting, and the purpose or purposes for which the meeting is called, shall be delivered not less than three (3) nor more than fifty (50) days before the date of the meeting, either personally or by mail, electronic mail, facsimile, or overnight or next-day delivery services by or at the direction of the person or persons calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two (2) days after being deposited in the United States mail, postage prepaid, addressed to the Member at his or her address as it appears on the books of the Company. If transmitted by way of electronic mail or facsimile, such notice shall be deemed to be delivered on the date of such electronic mail or facsimile transmission to the electronic mail address or fax number, if any, for the respective Member which has been supplied by such Member to the Company and identified as such Member's electronic mail address or facsimile number. If transmitted by overnight or next-day delivery, such notice shall be deemed to be delivered on the next business day after deposit with the delivery service addressed to the Member at his or her address as it appears on the books of the Company. When a meeting is adjourned to another time or place, notice need

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not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, unless the adjournment is for more than thirty (30) days. At the adjourned meeting the Company may transact any business which might have been transacted at the original meeting.

6.4. *Meeting of All Members.* If all of the Members shall meet at any time and place, including by conference telephone call, either within or outside of the State of Alaska, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice.

6.5. *Record Date.* For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, the date on which notice of the meeting is mailed shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless notice of the adjourned meeting is required to be given pursuant to Section 6.3.

6.6. *Quorum.* A Majority of the Members, represented in person or by proxy, shall constitute a quorum at any meeting of Members. Business may be conducted once a quorum is present.

6.7. *Voting Rights of Members.* Each Member shall be entitled to one (1) vote on all matters stipulated herein. If all of an Interest is transferred to an assignee who does not become a Member, the Member from whom the Interest is transferred shall no longer be entitled to vote. No withdrawn Member shall be entitled to vote nor shall such Member's Interest be considered outstanding for any purpose pertaining to meetings or voting.

6.8. *Manner of Acting.* Unless otherwise provided in the Act, the Articles, or this Agreement, the affirmative vote of a Majority of the Members at a meeting at which a quorum is present shall be the act of the Members.

6.9. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Company before or at the time of its exercise. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

6.10. *Action by Members without a Meeting.* Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, circulated to all the Members with an explanation of the background and reasons for the proposed action, signed by that percentage or number of the Members required to take or approve the action. Any such

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written consent shall be delivered to the Members of the Company for inclusion in the minutes or for filing with the Company records. Action taken by written consent under this Section shall be effective on the date the required percentage or number of the Members have signed and delivered the consent to all Members, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the written consent is circulated to the Members.

6.11. *Telephonic Communication.* Members may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person, except where the Member participates in the meeting for the express purpose of objecting to the transaction of any business on the ground the meeting is not lawfully called or convened.

6.12. *Waiver of Notice.* When any notice is required to be given to any Member, a waiver thereof in writing signed by the Person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

Section VII Transfers and Withdrawals

7.1. *Transfers.* Except as otherwise provided in this Section VII no Member may Transfer all, or any portion of, or any interest or rights in, the Membership Rights owned by the Member, and no Interest Holder may Transfer all, or any portion of, or any interest or rights in, any Interest without the prior written consent of the other Members, which consent may be withheld in the Members' sole and absolute discretion. Any sale or foreclosure of a security interest will itself constitute a Transfer independent of the grant of security. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. The Transfer of any Membership Rights or Interests in violation of the prohibition contained in this Section shall be deemed invalid, null, and void, and of no force or effect. Any Person to whom Membership Rights or an Interest are attempted to be transferred in violation of this Section shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive allocations or distributions from the Company, or have any other rights in or with respect to the Membership Rights or Interest.

7.2. *Withdrawal.* Except as otherwise provided in this Agreement, no Member shall have the right to withdraw from the Company. Any such withdrawal shall constitute a material breach of this Agreement and the Company shall have the right to recover damages from the withdrawn member and to offset the damages against any amounts otherwise distributable to such Member under this Agreement.

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73. *Option on Death, Bankruptcy or Involuntary Transfer.* On the death, bankruptcy, or similar event (whether voluntary or involuntary) of a Member or Interest Holder, and upon any Involuntary Transfer, the Member or Interest Holder (or such Person's estate) shall offer, or shall automatically be deemed to have offered, to sell the Member's or Interest Holder's Interest to the Company or its nominee. Upon the approval of a Majority of the Members other than the offering Member, the Company or its nominee shall have the right and option, within seventy-five (75) days after the Members' actual knowledge of the death, bankruptcy, or similar event, to acquire the Interest, for the purchase price and on the terms set forth in **Exhibit C** attached hereto and made a part hereof. If the Interest is not purchased by the Company or its nominee, the Interest shall be transferred to the assignee of the Interest but shall remain fully subject to and bound by the terms of this Agreement.

74. *No Transfer of Membership Rights.* The Transfer of an Interest shall not result in the Transfer of any of the Transferring Member's other Membership Rights, if any, and unless the transferee is admitted as a Member pursuant to Section VII of this Agreement, the transferee shall only be entitled to receive, to the extent transferred, the share of distributions, including distributions representing the return of contributions, and the allocation of Profits and Losses (and other items of income, gain, or deduction), to which the Transferring Member would have otherwise been entitled with respect to the Transferring Member's Interest. The transferee shall have no right to participate in the management of the business and affairs of the Company or to become or to exercise any rights of a Member.

75. *Substitute Members.* Notwithstanding any provision of this Agreement to the contrary, an assignee of a Member may only be admitted as a substitute Member upon the written consent of a Majority of the non-transferring Members, which consent may be withheld in the Members' sole and absolute discretion.

76. *Additional Members.* The Company shall not issue additional Interests after the date of formation of the Company without the written consent or approval of a Majority of the Members, which consent may be withheld in the Members' sole and absolute discretion.

77. *Expenses.* Expenses of the Company or of any Interest Holder occasioned by transfers of Interests shall be reimbursed to the Company or Interest Holder, as the case may be, by the transferee.

78. *Distributions on Withdrawal.* Upon the occurrence of an Event of Withdrawal with respect to a Member, the withdrawn Member shall not be entitled to receive a withdrawal distribution but the withdrawn Member (or the withdrawn Member's

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personal representatives, successors, and assigns) shall be entitled to receive the share of distributions, including distributions representing a return of Capital Contributions, and the allocation of Profits and Losses, to which the withdrawn Member otherwise would have been entitled if the Event of Withdrawal had not occurred, during the continuation of the business of the Company and during and on completion of winding up. If the Event of Withdrawal violated this Agreement, the distributions paid to the withdrawn Member shall be offset by any damages suffered by the Company or its Members as a result of the Event of Withdrawal.

Section VIII Dissolution and Termination

8.1. Dissolution.

8.1.1. *Events of Dissolution.* The Company will be dissolved upon the occurrence of any of the following events:

8.1.1.1. Upon the written consent of a Majority of the Members;

8.1.1.2. Upon the entry of a decree of dissolution under Section 10.50.405 of the Act or an administrative dissolution under Section 10.50.408 of the Act;

8.1.1.3. Upon the sale or other disposition of all or substantially all of the Company's assets and receipt by the Company of the proceeds therefrom; or

8.1.1.4. Upon the occurrence of an Event of Withdrawal of the last remaining Member unless within ninety (90) days all assignees of Interests in the Company consent in writing to admit at least one member to continue the business of the company.

8.2. *Continuation.* An Event of Withdrawal with respect to a Member shall not cause dissolution, and the Company shall automatically continue following such an Event of Withdrawal.

8.3. *Distributions and Other Matters.* The Company shall not terminate until its affairs have been wound up and its assets distributed as provided herein. Promptly upon the dissolution of the Company, the Members shall cause to be executed and filed a Notice of Winding Up with the Alaska Department of Commerce, Community, and Economic Development, and will liquidate the assets of the Company and apply and distribute the proceeds of such liquidation, or distribute the Company's assets in kind, as follows and in the following order:

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8.3.1. *Ordinary Debts.* To payment of the debts and liabilities of the Company, including debts owed to Interest Holders, in the order of priority provided by law; provided that the Company shall first pay, to the extent permitted by law, liabilities with respect to which any Interest Holder is or may be personally liable;

8.3.2. *Reserves and Distributions.* To the setting up of such reserves as the Members may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company arising out of or in connection with the Company business;

8.3.3. *Remainder.* The balance of the proceeds shall be distributed to the Interest Holders in accordance with the positive balance in their Capital Accounts, determined as though all of the Company assets were sold for cash at their fair market value as of the date of distribution. Any such distributions shall be made in accordance with the timing requirements of Treasury Regulation Section 1.704-1(b)(2)(i)(b)(2).

8.4. *Deficit Capital Accounts.* Notwithstanding anything to the contrary in this Agreement, if any Interest Holder's Capital Account has a deficit balance (taking into account all contributions, distributions, and allocations for the year in which a liquidation occurs), the Interest Holder shall not be obligated to make any contribution to the capital of the Company and the negative balance of such Interest Holder's Capital Account shall not be considered a debt owed by the Interest Holder to the Company or to any other person for any purpose whatsoever.

8.5. *Rights of Interest Holders—Distributions of Property.* Except as otherwise provided in this Agreement, each Interest Holder shall look solely to the assets of the Company for the return of his or her Capital Contribution and shall have no right or power to demand or receive property other than cash from the Company. No Interest Holder shall have priority over any other Interest Holder for the return of his or her Capital Contributions, distributions, or allocations.

8.6. *Articles of Termination.* When all the assets of the Company have been distributed as provided herein, the Members shall cause to be executed and filed Articles of Termination as required by the Act.

Section IX Other Interests of an Interest Holder

Any Interest Holder may engage in or possess interests in other business ventures of every nature and description, independently or with others. Neither the Company nor any Interest Holder shall have any right to any independent ventures of any other Interest Holder or to the income or profits derived therefrom. The fact that an Interest Holder, a member of his or her Family, or an Affiliate is employed by, or owns, or is otherwise

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directly or indirectly interested in or connected with, any person, firm, or corporation employed or retained by the Company to render or perform services, including without limitation, management, contracting, mortgage placement, financing, brokerage, or other services, or from whom the Company may buy property or merchandise, borrow money, arrange financing, or place securities, or may lease real property to or from the Company, shall not prohibit the Company from entering into contracts with or employing that person, firm, or corporation or otherwise dealing with him or it, and neither the Company nor any of the Interest Holders as such shall have any rights in or to any income or Profits derived therefrom.

Section X Indemnity

10.1. *Indemnity Rights.* The Company shall indemnify each Interest Holder who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of his or her actions as an Interest Holder or by reason of his or her acts while serving at the request of the Company as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, and against judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, provided that the acts of such Interest Holder were not committed with gross negligence or willful misconduct, and, with respect to any criminal action or proceeding, such Interest Holder had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or its equivalent, shall not, in and of itself, create a presumption that the Interest Holder acted with gross negligence or willful misconduct, or with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

10.2. *Notice and Defense.* Any Interest Holder who is or may be entitled to indemnification shall give timely written notice to the Company, the Interest Holders that a claim has been or is about to be made against him or her, shall permit the Company to defend him or her through legal counsel of its own choosing, and shall cooperate with the Company in defending against the claim. The Interest Holder shall have the sole power and authority to determine the terms and conditions of any settlement of the claim.

10.3. *Other Sources.* The indemnification provided for herein shall apply only in the event, and to the extent that, the person is not entitled to indemnification, or other payment, from any other source (including insurance), and the Company's indemnity obligations hereunder shall be in excess of any indemnification or other payment provided by such other source.

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104. *Survival.* The indemnification provided for herein shall continue as to a person who has ceased to be an Interest Holder and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section XI Miscellaneous

111. *Notices.* Any notice, demand, offer, or other communication which any person is required or may desire to give to any other person shall be delivered in person or by United States mail, electronic mail, facsimile, or overnight or next-day delivery service. If mailed, such notice shall be deemed to be delivered two (2) days after being deposited in the United States mail, postage prepaid, addressed to the person at his or her address as it appears on the books of the Company. If transmitted by way of electronic mail or facsimile, such notice shall be deemed to be delivered on the date of such electronic mail or facsimile transmission to the electronic mail address or facsimile number, if any, for the person which has been supplied by such person and identified as such person's electronic mail address or facsimile number. If transmitted by overnight or next-day delivery, such notice shall be deemed to be delivered on the next business day after deposit with the delivery service addressed to the person at his or her address as it appears on the books of the Company.

112. *Bank Accounts.* All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Members shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

113. *Partial Invalidity.* The invalidity of any portion of this Agreement will not affect the validity of the remainder hereof.

114. *Governing Law; Parties in Interest.* This Agreement will be governed by and construed according to the laws of the State of Alaska without regard to conflicts of law principles and will bind and inure to the benefit of the heirs, successors, assigns, and personal representatives of the parties.

115. *Execution in Counterparts.* This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

116. *Titles and Captions.* All article, section, or paragraph titles or captions contained in this Agreement are for convenience only and are not deemed part of the context thereof.

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117. *Pronouns and Plurals.* All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.

118. *Waiver of Action for Partition.* Each of the Interest Holders irrevocably waive any right that he or she may have to maintain any action for partition with respect to any of the Company Property.

119. *Entire Agreement.* This Agreement contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof.

11.10. *Estoppel Certificate.* Each Member shall, within ten (10) days after written request by any Member or the Members, deliver to the requesting Person a certificate stating, to the Member's knowledge, that: (a) this Agreement is in full force and effect; (b) this Agreement has not been modified except by any instrument or instruments identified in the certificate; and (c) there is no default hereunder by the requesting Person, or if there is a default, the nature and extent thereof.

Section XII Arbitration

If the parties are unable to resolve any dispute arising out of this Agreement either during or after its term informally, including the question as to whether any particular matter is arbitrable, the parties agree to submit the matter to binding arbitration. In the event the parties have not agreed upon an arbitrator within twenty (20) days after either party has demanded arbitration, either party may file a demand for arbitration with an Alaska regional office of the American Arbitration Association ("AAA") and a single arbitrator shall be appointed in accordance with the then existing Commercial Arbitration Rules of the AAA. At all times during arbitration, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to insure that this purpose is preserved. The dispute between the parties shall be submitted for determination within sixty (60) days after the arbitrator has been selected. The decision of the arbitrator shall be rendered within thirty (30) days after the conclusion of the arbitration hearing. The decision of the arbitrator shall be in writing and shall specify the factual and legal basis for the decision. Upon stipulation of the parties, or upon a showing of good cause by either party, the arbitrator may lengthen or shorten the time periods set forth herein for conducting the hearing or for rendering a decision. The decision of the arbitrator shall be final and binding upon the parties. Judgment to enforce the decision of the arbitrator, whether for legal or equitable relief, may be entered in any court having jurisdiction thereof, and the parties

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hereto expressly and irrevocably consent to the jurisdiction of the Alaska Courts for such purpose. The arbitrator shall conduct all proceedings pursuant to the then existing Commercial Arbitration Rules of the AAA, to the extent such rules are not inconsistent with the provisions of this Article III. The AAA Uniform Rules of Procedure shall not apply to any arbitration proceeding relating to the subject matter or terms of the documents. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the arbitrator. Each of the parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

Section XIII Agreement of Spouses of Members

By executing this Agreement, the spouse of each Interest Holder acknowledges and consents to the terms and conditions of this Agreement and agrees, for himself or herself and for the community of himself and herself and the Interest Holder, to be bound hereby. Each spouse of an Interest Holder, for himself or herself and the community of which he or she is a member, hereby irrevocably appoints the Interest Holder as attorney-in-fact with an irrevocable proxy coupled with an Interest to vote on any matter to come before the Members or to agree to and execute any amendments of this Agreement without further consent or acknowledgment of the spouse and to execute proxies, instruments, or documents in the spouse's name as may be required to effect the same. This power of attorney is intended to be durable and shall not be affected by disability of the spouse.

Section XIV Representation

The parties hereby acknowledge that (i) JDW, LLC (the "Firm") has represented 7107 Ventures, LLC in connection with the drafting of this Operating Agreement; (ii) that each of the signatories has been advised to seek independent counsel in connection with such matters; and (iii) that the Firm does not represent any Member individually either directly or indirectly, but rather represents the Company. Payment of the Firm's fees by the Company shall not alter or amend any of the relationships.

IN WITNESS WHEREOF, the Members have executed this Operating Agreement, effective as of the date first set forth above.

Signatures of the Members follow on Page 21.

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MANAGER & SOLE MEMBER:



Bryant Thorp

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EXHIBIT A

Members, Capital Contributions, and Interest

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Current Capital Account</u>	<u>Percentage Interest</u>
Bryant Thorp	TBD		100.00%
TOTAL		\$	100.00%

EXHIBIT B

Tax Matters

1. *Definitions.* The capitalized words and phrases used in this **Exhibit B** shall have the following meanings:

1.1. “*Adjusted Book Value*” means with respect to Company Property, the Property’s Initial Book Value with the adjustments required under this Agreement.

1.2. “*Adjusted Capital Account Deficit*” means, with respect to any Interest Holder, the deficit balance, if any, in the Interest Holder’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

121. the Capital Account shall be increased by the amounts which the Interest Holder is obligated to restore under this Agreement or is deemed obligated to restore pursuant to Regulation Sections 1.704-2(g)(1) and (i)(5) (i.e., the Interest Holder’s share of Minimum Gain and Member Minimum Gain); and

122. the Capital Account shall be decreased by the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

This definition of Adjusted Capital Account Deficit is intended to comply with Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted and applied in a manner consistent with that Regulation.

1.3. “Capital Account” means the account maintained by the Company for each Interest Holder in accordance with the following provisions:

131. An Interest Holder’s Capital Account shall be credited with the amount of money contributed by the Interest Holder to the Company; the fair market value of the Property contributed by the Interest Holder to the Company (net of liabilities secured by such contributed Property that the Company is considered to assume or take subject to under Section 752 of the Code); the Interest Holder’s allocable share of Profit and items of income and gain; and the amount of Company liabilities that are assumed by the Interest Holder under Regulation Section 1.704-1(b)(2)(iv)(c);

132. An Interest Holder’s Capital Account shall be debited with the amount of money distributed to the Interest Holder; the fair market value of any Company property distributed to the Interest Holder (net of liabilities secured by such distributed Property that the Interest Holder is considered to assume or take subject to under Section 752 of the Code); the Interest Holder’s allocable share of Loss and items of deduction; and the amount

of the Interest Holder's liabilities that are assumed by the Company under Regulation Section 1.704-1(b)(2)(iv)(c);

133. If Company Property is distributed to an Interest Holder, the Capital Accounts of all Interest Holders shall be adjusted as if the distributed Property had been sold in a taxable disposition for the gross fair market value of such Property on the date of distribution (taking into account Section 7701 of the Code) and the Profit or Loss from such disposition allocated to the Interest Holders as provided in this **Exhibit B**.

134. If money or other Property (other than a *de minimis* amount) is (a) contributed to the Company by a new or existing Interest Holder in exchange for an interest in the Company; or (b) distributed by the Company to a retiring or continuing Interest Holder as consideration for an interest in the Company; then, if the Members deem such an adjustment to be necessary to reflect the economic interests of the Interest Holders, the Book Value of the Company's Property shall be adjusted to equal its gross fair market value on such date (taking into account Section 7701(g) of the Code) and the Capital Accounts of all Interest Holders shall be adjusted in the same manner as if all the Company Property had been sold in a taxable disposition for such amount on such date and the Profit or Loss allocated to the Interest Holders as provided in this **Exhibit B**.

135. To the extent an adjustment to the tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the Book Value of the Company's Property and the Capital Account of the Interest Holders shall be adjusted in a manner consistent with the manner in which the Capital Accounts are required to be adjusted pursuant to that Section of the Regulations.

136. If any Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Interest. It is intended that the Capital Accounts of all Interest Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts or the Adjusted Book Value of Company Property shall be interpreted and applied in a manner consistent with that Section of the Regulations.

14. "Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

15. "Company Minimum Gain" has the meaning set forth in Regulation Section 1.704-2(b)(2) for "partnership minimum gain."

16. "Initial Book Value" means, with respect to Property contributed to the Company by an Interest Holder, the Property's fair market value at the time of contribution and, with respect to all other Property, the Property's adjusted basis for federal income tax purposes at the time of acquisition.

17. "Member Nonrecourse Debt" has the meaning set forth in Section 1.704-2(b)(4) of the Treasury Regulations for "partner nonrecourse debt."

18. "Member Nonrecourse Debt Minimum Gain" has the meaning set forth in Regulation Section 1.704-2(i) for "partner nonrecourse debt minimum gain."

19. "Member Nonrecourse Deductions" has the meaning set forth in Regulation Section 1.704-2(i) for "partner nonrecourse deductions."

110. "Nonrecourse Deductions" has the meaning set forth in Regulation Section 1.704-2(b)(1). The amount of Nonrecourse Deductions shall be determined according to the provisions of Regulation Section 1.704-2(c).

111. "Nonrecourse Liability" has the meaning set forth in Regulation Section 1.704-2(b)(3).

112. "Profit" and "Loss" means, for each Fiscal Year of the Company (or other period for which Profit or Loss must be computed), the Company's taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

1121. All items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss;

1122. Any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing Profit or Loss;

1123. Any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be included in computing Profit or Loss;

1124. If the Adjusted Book Value of Company Property differs from its adjusted basis for federal income tax purposes, then gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the Adjusted Book Value of the Property disposed of rather than the adjusted basis of the property for federal income tax purposes;

1.125. If the Adjusted Book Value of Company Property differs from its adjusted basis for federal income tax purposes, then in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, the depreciation, amortization (or other cost recovery deduction) shall be an amount that bears the same ratio to the Adjusted Book Value of such Property as depreciation, amortization (or other cost recovery deduction) computed for federal income tax purposes for such period bears to the adjusted tax basis of such Property. If the Property has a zero adjusted tax basis, the depreciation, amortization (or other cost recovery deduction) of such Property shall be determined under any reasonable method selected by the Company; and

1.126. Any items that are specially allocated pursuant to Sections 2.3 and 2.4 hereof shall not be taken into account in computing Profit or Loss.

1.13. "Treasury Regulations" or "Regulations" means the income tax regulations, including any temporary regulations, promulgated under the Code as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

2. *Allocations.* After making any special allocations contained in Section 2.5, remaining Profits and Losses shall be allocated for any Fiscal Year in the following manner:

2.1. *Profits.*

2.1.1. First, Profits shall be allocated among the Interest Holders in proportion to the cumulative Losses previously allocated to the Interest Holder under Section 2.2.3 until the cumulative Profits allocated to each Interest Holder under this subparagraph equal the cumulative Losses previously allocated to each Interest Holder under Section 2.2.3;

2.1.2. Second, Profits shall be allocated proportionately among the Interest Holders until the cumulative Profits allocated to each Interest Holder under this subparagraph equal the cumulative Priority Return each Interest Holder has received through the end of the Fiscal Year plus Losses, if any, allocated to the Interest Holder under Section 2.2.2; and

2.1.3. Third, Profits shall be allocated to the Interest Holders in accordance with their Percentage Interests.

2.2. *Losses.*

2.2.1. First, Losses shall be allocated to the Interest Holders in proportion to the cumulative Profits previously allocated to the Interest Holders under Section 2.1.3 until the cumulative Losses allocated pursuant to this subparagraph to each Interest Holder are equal to the cumulative Profits previously allocated to each Interest Holder under Section 2.1.3.

2.2.2. Second, Losses shall be allocated to the Interest Holders in proportion to the cumulative Profits previously allocated to the Interest Holders under Section 2.1.2 until the cumulative Losses allocated pursuant to this subparagraph to each Interest Holder are equal to the cumulative Profits previously allocated to each Interest Holder under Section 2.1.2; and

2.2.3. Third, Losses shall be allocated to the Interest Holders in accordance with their Percentage Interests.

2.3. *Loss Limitations.*

2.3.1. *Adjusted Capital Account Deficit.* No Losses shall be allocated to any Interest Holder pursuant to Section 2.1 if the allocation causes the Interest Holder to have an Adjusted Capital Account Deficit or increases the Interest Holder's Capital Account Deficit. All Losses in excess of the limitations set forth in this Subsection shall be allocated to the other Interest Holders in accordance with the other Interest Holders' Percentage Interests until all Interest Holders are subject to the limitation of this Subsection, and thereafter, in accordance with the Interest Holders' interest in the Company as determined by the Members. If any Losses are allocated to an Interest Holder because of this Subsection, then notwithstanding any other provision of this Agreement, all subsequent Profits shall be allocated to the Interest Holders pro rata based on Losses allocated to them pursuant to this Subsection until each Interest Holder has been allocated an amount of Profits pursuant to this Subsection equal to the Losses previously allocated to that Interest Holder under this Subsection.

2.3.2. *Cash Method Limitation.* If the Company is on the cash method of accounting and more than 35% of the Company's Losses in any year would be allocable to Interest Holders who are limited entrepreneurs (within the meaning of § 464(e)(2) of the Code), then except as otherwise provided in Section 2.2.1, the Losses in excess of 35% otherwise allocable to those Interest Holders shall be specially allocated among the other Interest Holders in the ratio that each shares in Losses. If any Losses are allocated to an Interest Holder under this Subsection, then notwithstanding any other provision of this Agreement, all subsequent Profits shall be allocated to the Interest Holders pro rata based on Losses allocated to them pursuant to this Subsection until each Interest Holder has been allocated an amount of Profits pursuant to this Subsection in the current and previous Fiscal

Years equal to the Losses allocated to that Interest Holder pursuant to this Subsection in previous Fiscal Years.

2.4. Section 704(c) Allocations.

241. *Contributed Property.* In accordance with Code Section 704(c) and the Regulations thereunder, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Interest Holders so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution).

242. *Adjustments to Book Value.* If the Adjusted Book Value of any Company asset is adjusted as provided in clause (iv) of the definition of Capital Account, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall, solely for tax purposes, take account of any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the manner as provided under Code Section 704(c) and the Regulations thereunder.

2.5. *Regulatory Allocations.* The following allocations shall be made in the following order:

251. *Company Minimum Gain Chargeback.* Except as set forth in Regulation Section 1.704-2(f)(2), (3), (4), and (5), if during any Fiscal Year there is a net decrease in Company Minimum Gain, each Interest Holder, prior to any other allocation pursuant to this Section IV, shall be specially allocated items of gross income and gain for such taxable year (and, if necessary, succeeding taxable years) in an amount equal to that Interest Holder's share of the net decrease of Company Minimum Gain, computed in accordance with Regulation Section 1.704-2(g)(2). Allocations of gross income and gain pursuant to this Subsection shall be made first from gain recognized from the disposition of Company assets subject to Nonrecourse Liabilities to the extent of the Minimum Gain attributable to those assets and, thereafter, from a pro rata portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this Subsection shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(f).

252. *Member Nonrecourse Debt Minimum Gain Chargeback.* Except as set forth in Regulation Section 1.704-2(i)(4), if during any Fiscal Year there is a net decrease in Member Nonrecourse Debt Minimum Gain, each Interest Holder with a share of that Member Nonrecourse Debt Minimum Gain (determined under Regulation Section 1.704-2(i)(5)) as of the beginning of the Fiscal Year shall be specially allocated items of

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income and gain for such Fiscal Year (and, if necessary, succeeding Fiscal Years) in an amount equal to that Interest Holder's share of the net decrease in Member Nonrecourse Debt Minimum Gain, computed in accordance with Regulation Section 1.704-2(i)(4). Allocations of gross income and gain pursuant to this Subsection shall be made first from gain recognized from the disposition of Company assets subject to Member Nonrecourse Debt to the extent of the Member Minimum Gain attributable to those assets and, thereafter, from a pro rata portion of the Company's other items of income and gain for the Fiscal Year. It is the intent of the parties hereto that any allocation pursuant to this Subsection shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(i)(4).

253. *Qualified Income Offset.* If an Interest Holder unexpectedly receives an adjustment, allocation, or distribution described in Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), then to the extent required under Regulations Section 1.704-1(b)(2)(d), such Interest Holder shall be allocated items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain for that Fiscal Year) before any other allocation is made of Company items for that Fiscal Year, in the amount and in proportions required to eliminate the Interest Holder's Adjusted Capital Account Deficit as quickly as possible. This Subsection is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704(b).

254. *Nonrecourse Deductions.* Nonrecourse Deductions for a Fiscal Year or other period shall be allocated among the Interest Holders in proportion to their Percentage Interests.

255. *Member Nonrecourse Deductions.* Any Member Nonrecourse Deduction for any Fiscal Year or other period attributable to a Member Nonrecourse Liability shall be allocated to the Interest Holder who bears the risk of loss for the Member Nonrecourse Debt in accordance with Regulation Section 1.704-2(i).

256. *Regulatory Allocations.* The allocations contained in Section 2.5 are contained herein to comply with the Regulations under Section 704(b) of the Code. In allocating other items of Profit or Loss, the allocations contained in Section 2.5 shall be taken into account so that to the maximum extent possible the net amount of Profit or Loss allocated to each Interest Holder will be equal to the amount that would have been allocated to each Interest Holder if the allocations contained in Section 2.4 had not been made.

2.6. *Varying Interests: Allocations in Respect to Transferred Interests.* Profits, Losses, and other items shall be calculated on a monthly, daily, or other basis permitted under Code Section 706 and the Regulations. If any Interest is sold, assigned, or transferred in compliance with the provisions of this Agreement, profits, losses, each item thereof, and all other items attributable to such Interest for such period shall be divided and allocated

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between the transferor and the transferee by taking into account their varying interests during the period in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Company.

2.7. *Tax Matters Partner.* The Members shall select one Member to be the Company's tax matters partner ("Tax Matters Partner") unless the Members designate a different Person to serve in this capacity. The Tax Matters Partner shall have all powers and responsibilities provided in Code Section 6221, et seq. The Tax Matters Partner shall keep all Members informed of all notices from government taxing authorities which may come to the attention of the Tax Matters Partner. The Company shall pay and be responsible for all reasonable third-party costs and expenses incurred by the Tax Matters Partner in performing those duties. The Company shall be responsible for any costs incurred by any Member with respect to a tax audit or tax-related administrative or judicial proceeding against the Member. The Tax Matters Partner shall not compromise any dispute with the Internal Revenue Service without the approval of the Members.

2.8. *Returns and Other Elections.* The Members shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business.

2.9. *Annual Accounting Period.* The annual accounting period of the Company shall be its Fiscal Year. The Company's Fiscal Year shall be selected by the Members, subject to the requirements and limitations of the Code.

2.10. *Knowledge.* The Interest Holders acknowledge that they understand the economic and income tax consequences of the allocations and distributions under this Agreement and agree to be bound by the provisions of this Exhibit B in reporting their taxable income and loss from the Company.

2.11. *Amendment.* The Members are hereby authorized, upon the advice of the Company's tax counsel, to amend this Exhibit B to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect the distributions to an Interest Holder without the Interest Holder's prior written consent.

EXHIBIT C

Formula For Determining The Purchase Price Of A Member's Interest And Payment Terms Pursuant To Section VII

When required pursuant to Section VII of this Agreement, the value of an Interest will be determined by a valuation professional accredited in business valuation by the AICPA or American Society of Appraisers ("Appraiser"). Such Appraiser shall be jointly selected by the Company and the offering Member, Interest Holder, or such Person's estate (the "Offering Member") within fifteen (15) days after the other Members' actual knowledge of the Offering Member's death or bankruptcy. The cost of the Appraiser shall be borne equally by the Company and the Offering Member. If a mutually satisfactory Appraiser cannot be selected, then the Company and the Offering Member each shall select and pay for its own Appraiser and the two Appraisers shall attempt to reconcile their valuations to arrive at a single valuation. If they are unable to do so, they shall jointly select a third Appraiser to value the Offering Member's Interest. The cost of the third Appraiser shall be borne equally by the Company and the Offering Member. The three Appraisers shall attempt to reconcile their valuations to arrive at a single valuation. If they are unable to do so, then the middle of the three appraisals shall be used as the valuation. The standard of value shall be fair market value.

If applicable, each party shall appoint its Appraiser within seven (7) days after the parties determine they cannot agree on a single Appraiser. The two Appraisers appointed shall select a third Appraiser within seven (7) days after they determine they cannot agree on a single valuation. The Appraisers shall be instructed to provide their valuations within thirty (30) days after their appointment.

Payment of the Offering Member's Interest shall be due and payable by the Company as follows: ten percent (10%) in cash within sixty (60) days after acceptance by the Company of the offer to purchase the Offering Member's Interest and the balance in ten (10) equal semi-annual installments commencing on the six (6) month anniversary of the initial down payment, together with interest on the unpaid balance from time to time outstanding until paid at the prime rate of interest reported by *The Wall Street Journal - Western Edition* (such rate to be determined and fixed as of the date of the initial payment hereunder), payable at the same time as and in addition to the installments of principal.



Application for Food Establishment Permit
Alaska Department of Environmental Conservation
Division of Environmental Health
Food Safety and Sanitation Program



Section 1- GENERAL INFORMATION (All applicants complete entire section - please print):	
Purpose (check one) <input checked="" type="checkbox"/> New <input type="checkbox"/> Information Change <input type="checkbox"/> Extensive Remodel <input type="checkbox"/> Change of owner/operator <input type="checkbox"/> Reactivate	Permit ID:
Name of Entity or Owner Responsible for Food Service 7107 Ventures, LLC DBA Arctic Herbery	AK Business License # 1065302
Business/Corporate Mailing Address 7107 ARCTIC BLVD 907-317-1895	City Anchorage
Business/Corporate Phone 907-317-1895	State Alaska
Owner(s) or Corporate Officer(s) & Title(s) or Responsible Party Bryant Thorp - Manager/Member	Zip 99518
Bryant Thorp - Manager/Member	Email bryant@gol.net
	Fax
Type of Entity <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other:	
Establishment Name Arctic Herbery	Physical Location Nearest Community Cooper Landing
Establishment Mailing Address 7107 Arctic Blvd. 907-317-1895	City Anchorage
Establishment Phone 907-317-1895	State Alaska
Establishment Physical Address 16021 Sterling Highway	Zip 99518
SEATING: (Food Service Only) <input checked="" type="checkbox"/> N/A <input type="checkbox"/> 25 or less <input type="checkbox"/> 26-100 <input type="checkbox"/> > 101	
TYPE OF OPERATION Please describe the type of facility you plan to open below (i.e. restaurant, bar, grocery store, etc.) Marijuana Retail Store.	
SECTION 2 - NEW OR EXTENSIVELY REMODELED FACILITIES	
a. A plan review will be required if your facility has never been permitted by the Alaska's Food Safety and Sanitation Program; has not had an active permit in the last five years; will be extensively remodeled; or is a new construction. If any of these apply, a Plan Review Application is required to process your application. Have you attached the Plan Review Application? <input type="checkbox"/> Yes <input type="checkbox"/> No	
SECTION 3 - COMPLETE FOR ALL FOOD ESTABLISHMENTS (Check all that apply)	
FOOD SERVICE ESTABLISHMENTS	
a. A copy of your menu will be required. Have you attached a copy of the proposed menu? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
b. Attach appropriate label, placard, or menu notation for the consumer advisories if you serve: <input type="checkbox"/> Wild Mushrooms <input type="checkbox"/> Unpasteurized juices <input type="checkbox"/> Farmed halibut, salmon, or sablefish	
c. Methods of food preparation (check the one that most closely describes the establishment): <input type="checkbox"/> Assembly of Ready to Eat Foods <input type="checkbox"/> Cook and Serve <input type="checkbox"/> Hot or cold Service for 2 hours or more is done <input type="checkbox"/> Complex (Preparation 1 day or more in advance, cooling and reheating is done).	
d. Style of Service: <input type="checkbox"/> Counter Service <input type="checkbox"/> Self Service (i.e. buffet line, salad bar) <input type="checkbox"/> Table Service	
e. Do you plan to operate as a caterer? If yes, list all the equipment used to protect food from contamination and maintain product temperature during Transportation: Hot or Cold Holding: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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Permit ID(s): Establishment Name(s) 7107 Ventures, LLC DBA Arctic Herbery

f. Will your food establishment be a kiosk or mobile unit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Are employee toilets available within 200 feet? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If you have an agreement with another business to use their restrooms, please attach written verification.		
Portable water tanks, plumbing, and hoses are NSF or FDA approved components? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If you have a kiosk, is it located outside of a building? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Will you have a service provide water or remove wastewater? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, provide a letter of agreement from water hauler or wastewater hauler outlining services provided and frequency.		
Will another permitted food establishment (commissary) provide support to your facility? If yes, attach a copy of the Commissary Agreement. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
FOOD PROCESSORS		
a. A copy of a label for each type of product you will produce is required. Have you attached food labels of each product to be produced? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
b. Describe who you will be distributing your product to (i.e. grocery stores, etc): Marijuana Retail store customers or other licensed marijuana retail stores.		
c. Will you be doing any of the following processes? Check all that apply. <input type="checkbox"/> Reduced Oxygen Packaging <input type="checkbox"/> Smoking <input type="checkbox"/> Other: <input type="checkbox"/> Low Acid Canned Foods <input type="checkbox"/> Curing <input type="checkbox"/> Shelf Stable Acidified Foods <input type="checkbox"/> Dehydrating Be sure to check with your local Environmental Health Officer for any applicable forms and FDA requirements.		
d. Do you have a HACCP Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Required for high hazard food processors such as smoking, curing, acidifying, dehydrating, thermally processing low acid foods, reduced oxygen packaging, etc.		
e. You are required to have a product coding system and a recall plan. Have you attached a copy of the coding system and recall procedures? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
MOBILE RETAIL VENDOR SELLING SEAFOOD		
a. A list of products that you will be selling is required. Have you attached a copy of the list of products? <input type="checkbox"/> Yes <input type="checkbox"/> No		
b. Provide names of suppliers where you will be purchasing your product: Commercial, State of Alaska licensed marijuana cultivators and manufacturers		
c. Will all of your product be prepackaged? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Will another permitted food establishment (commissary) provide support to your facility? If yes, attach a copy of the Commissary Agreement. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
MACHINES VENDING POTENTIALLY HAZARDOUS FOODS		
a. Have you attached the label that will be affixed to the front of each machine with name, physical address, and phone number of the permitted food establishment servicing the machine? <input type="checkbox"/> Yes <input type="checkbox"/> No		
SECTION 4 - Food Managers Certification/Alaska Safe Food Worker Card		
a. Have you attached a copy of a Food Manager's Certification? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A The operator of a food establishment that serves and prepares unwrapped or unpackaged food, except for a bar, tavern, or limited food service, must have at least one Certified Food Protection Manager who is involved in the daily operations of the establishment.		
b. Does everyone who works or will work at the food establishment have a Food Worker Card? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A An operator of a food establishment shall keep on file a copy of the Food Worker Card issued by the department for each employed food worker and make the copy available to the Department upon request.		
I declare, under penalty of unsworn falsification, that this application (including any accompanying statements) has been examined by me and to the best of my knowledge and belief is true, correct, and complete. I agree to pay all fees before operating.		
Applicant's Signature	Date 12/19	
Applicant's Printed Name - Bryant Thorp	Title Manager/Member	

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Plan Review Application
Alaska Department of Environmental Conservation
Division of Environmental Health
Food Safety and Sanitation Program



Section A - General Information (All applicants complete entire section - please print). Purpose (check one) <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Remodel of Existing Structure <input type="checkbox"/> Reactivation Establishment Name: 7017 Ventures, LLC DBA Arctic Herbery Date: 12/4/2019	
Plan Review Contact Name: Bryant Thorp	
Phone Number: 907-317-1895	Email: bryant@gcd.net
Address: 16021 Sterling Highway, Cooper Landing, Alaska 99572	
Operating Days/Hours: 8 am to 5 am 7 days a week (or less)	Proposed Opening Date:
If you are proposing to build a new food establishment or extensive remodeling of an existing food establishment in Alaska (except in the Municipality of Anchorage), you must submit a completed Plan Review Packet 30 days prior to construction. Additional information regarding calculations and drawings can be found in the Plan Review Guide. Please Note: Failure to provide all the required information may delay the plan review process and permit issuance.	
REQUIRED DOCUMENTATION LIST (Include the following in your packet) <input type="checkbox"/> Food Establishment Application <input type="checkbox"/> Floor Plan <input type="checkbox"/> Fees (Plan Review Fee is Non-Refundable) <input type="checkbox"/> Plumbing Schematic <input type="checkbox"/> Plot Plan <input type="checkbox"/> Complete list of equipment (including manufacturer's specifications)	
SECTION B - REQUIRED DOCUMENTATION a. Potable Water Supply. Have plans been submitted to the Drinking Water Program as required by 18 AAC 807? <input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A (Municipal Water Supply) Specify in comments. Comments: Building has it's own well.	
Attach a confirmation email or letter from the Drinking Water Program stating that the system has been approved. b. Wastewater Disposal System. Have plans been submitted to the Wastewater Program as specified by 18 AAC 72? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A (Municipal System) Specify in comments. Comments: Building has it's own septic tank	
*Attach a confirmation email or letter from the Wastewater Program stating that the system has been approved. If you have a septic system, please provide the legal description of your property (Lot, Block, etc.) c. Solid Waste Disposal. Please describe how you plan to dispose of your solid waste: All marijuana waste will be rendered unusable with compostable and non compostable materials and taken to the local landfill by either a waste management company or a designated employee.	
d. Plot Plan. Have you included a detailed to scale drawing of the plot plan including: <input type="checkbox"/> All buildings <input type="checkbox"/> Outside walk-in cooler(s)/freezer(s) <input type="checkbox"/> Access for deliveries <input type="checkbox"/> Oil/Fuel tanks <input type="checkbox"/> Refuse storage site <input type="checkbox"/> Outside storage areas <input type="checkbox"/> Sewage disposal system <input type="checkbox"/> Potable water supply <input type="checkbox"/> Identify nearby roads, other landmarks, and/or give GPS coordinates	

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 Permit ID(s): 7017 Ventures, LLC DBA Arctic Herbery
 Establishment Name(s):

e. Floor Plan. A floor plan with the listed components must be submitted as part of the application packet. Have you included a floor plan? <input type="checkbox"/> Layout and purpose of each room <input type="checkbox"/> Type and location of lighting <input type="checkbox"/> Location of fixed equipment and plumbing features <input type="checkbox"/> Type and location of ventilation, both building and local systems <input type="checkbox"/> Size, construction, and design of fixed equipment <input type="checkbox"/> Location of restrooms, including the number of toilets and handwash sinks.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
f. Plumbing Schematic. A plumbing schematic with the listed components must be submitted as part of the application packet. Have you included a detailed drawing of the plumbing schematic? <input type="checkbox"/> Plumbing schematic showing each hot, cold, and wastewater line. <input type="checkbox"/> Plumbing connection to the wastewater line (direct vs. indirect) <input type="checkbox"/> Hot water capacity Have you contacted the State Plumbing Inspector? G Fire Marshall. Have you contacted the State Fire Marshall? Please describe your ventilation/hood system:		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION C - ADDITIONAL INFORMATION a. Storage. How often will you receive food deliveries? Do you have adequate storage to support your operation? Consult the Plan Review Guide for information about storage capacity. Marijuana Deliveries will be made from a licensed marijuana cultivation facility or marijuana manufacturing facility on a weekly basis or as needed. Arctic Herbery will have adequate storage in the facility for all deliveries made.		
b. Dressing Rooms and Locker Rooms. Describe how employee clothing, belongings, etc will be stored: Employees will have a designated area within the facility with coat racks and adequate storage space to store their personal belongings while on shift.		
c. Poisonous/Toxic Materials. Describe location and means to store poisonous or toxic materials. Toxic cleaning chemicals will be stored near the sink in a dedicated storage cabinet separate from consumable products.		
d. Floors/Walls/Ceilings. Describe how the floors, walls, ceilings, and shelving will be finished (tile, paint, etc): Floors: . . . Walls: . . . Ceiling:		
e. Warewashing: Describe how dishes, utensil, and equipment will be washed: All dishes and or utensils will be washed and sanitized in the facilities three compartment sink.		
f. Linens. Describe how soiled and clean clothing/linens will be stored and where they will be cleaned: Soiled, non disposable linens will be stored temporarily in a receptacle near the sink and cleaned by a third party cleaning service or an in house washer/dryer		
SECTION D I declare, under penalty of unsworn falsification, that this application (including any accompanying statements) has been examined by me and to the best of my knowledge and belief is true, correct, and complete. I understand that plan review fees are not refundable under the Alaska Food Code 18 AAC 31.050(k). I agree to pay all fees before operating.		
Applicant's Signature:	Date: 12/4/19	Manager/Member
Applicant's Printed Name: Bryant Thorp	Title:	

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	7107 Ventures, LLC	License Number:	23777
License Type:	Retail Marijuana Store		
Doing Business As:	ARCTIC HERBERY		
Premises Address:	16021 Sterling Highway		
City:	Cooper Landing	State:	AK
		ZIP:	99572

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Bryant D. Thorp
Title:	Manager/Member

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☒

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

License No. 10035 Cultivation, License No. 10037 Retail, License No. 17316 Manufacturing.



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

☒

I certify that I am not currently on felony probation or felony parole.

☒

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

☒

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

☒

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

☒

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

☒

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

☒

I certify that my proposed premises is not located in a liquor licensed premises.

☒

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

☒

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

☒

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

☒



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.



Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:



I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:



I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of perjury that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.



Signature of licensee
Bryant D. Thorp
Printed name of licensee
My commission expires: September 2019
Notary Public in and for the State of Alaska

Subscribed and sworn to before me this 4 day of December, 2019.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

An operating plan is required for all marijuana establishment license applications. Applicants should review Title 17.38 of Alaska Statutes and Chapter 306 of the Alaska Administrative Code. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(d).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Control plan for persons under the age of 21
- Security
- Business records
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Health and safety standards
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising

Applicants must also complete the corresponding operating plan supplemental forms (Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment & Contact Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	7107 Ventures, LLC	MJ License #:	23777
License Type:	Retail Marijuana Store		
Doing Business As:	ARCTIC HERBERY		
Premises Address:	18021 Sterling Highway	State:	Alaska
City:	Cooper Landing	ZIP:	99572
Mailing Address:	7107 Arctic Blvd.		
City:	Anchorage	State:	Alaska
		ZIP:	99518
Designated Licensee:	Bryant D. Thorp		
Main Phone:	907-317-1895	Cell Phone:	907-317-1895
Email:	bryant@gci.net		



Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Control Plan for Persons Under the Age of 21

2.1. Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

Arctic Herbery will prominently place signs on the exterior of the facility which state that "No one under 21 years of age allowed" entry onto the premises. The signs will be a minimum of 12"x12" with letters at least one-half inch in height in high contrast to the background of the sign. Next, upon entry, an Arctic Herbery staff member will check every entrant's government issued photo identification to verify the ages and identification validity of each entrant. Should any entrant be under the age of 21, or not produce regulation identification, Arctic Herbery staff will refuse their entry into the licensed premises, and escort them off of the premises. Once an entrant is inside the retail shop, the "Restricted access areas" where marijuana will be stored and displayed will be obstructed by counters, locked glass display cases, as well as by a fold down counter.

Section 3 – Security

Restricted Access Areas (3 AAC 306.710):

3.1. Describe how you will prevent unescorted members of the public from entering restricted access areas:

Arctic Herbery shall install on the exterior of the building, a sign that states "No Loitering." Arctic Herbery shall also prominently place a sign on every portal between non-restricted access areas and restricted access areas, which states "Restricted access area" and "Visitors must be escorted." Every door to a Restricted Access Area, and every exterior door of the premises, shall be locked at all times. Upon entry, the Licensee's screening process of individuals shall be designed and implemented in such a way as to mitigate the possibility that any member of the public is ever unescorted. Prior to entry to the restricted access retail area, entrants shall present such identification necessary to verify that they are at least 21 years old, and be informed of any relevant regulatory compliance considerations which may be applicable to their visit. Thereafter, the entrant(s) shall proceed to the restricted access retail area. Further, upon an individual's entry into the restricted access retail area, a Licensee staff member shall act as a concierge to each individual, escort them at all times, and locate them to the products which they are seeking to purchase. When there are times that visitors need to enter a Restricted Access Area, they will be required to show ID, sign in with name, date, and time and wear a badge provided by management. All visitors will be escorted by a member of management at all times while behind restricted access doors.

3.2. Describe your recordkeeping and processes for admitting visitors into and escorting them through restricted access areas:

Arctic Herbery shall keep a detailed log of every individual who shall enter Restricted Access Areas. At minimum, the log shall detail the person's Name, the Date, the Reason for Entering, the Time of Entry, and the Time of Departure. Further, the visitor must provide valid photo identification and be at least twenty-one (21) years of age. Thereafter, the Licensee shall issue visitor tags to each individual seeking to enter restricted access areas. Prior to entry to the Restricted Access Area, visitors shall be informed of any pertinent regulatory compliance considerations while they may be applicable to their visit. Then, a licensee/manager or staff member of Arctic Herbery shall escort the individuals in the restricted access areas at all times, taking particular care to monitor all acts of the visitor(s). Finally, cameras shall be installed in such a way that they capture all areas of the Restricted Access Areas. At no time will the visitor to licensee/employee ratio exceed 5:1.



Form MJ-01: Marijuana Establishment Operating Plan

3.3. Provide samples of licensee-produced identification badges that will be displayed by each licensee, employee, or agent while on the premises, and of visitor identification badges that will be worn by all visitors while in restricted access areas:



Security Alarm Systems and Lock Standards (3 AAC 306.715):

3.4. Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

The Licensee shall install in a conspicuous place on the exterior of the building, a sign that states "No Loitering." The sign shall be of a size and quality which allows visitors to legibly read it. Exterior lighting will be installed at regular intervals on the exterior of the building in a manner and amount which ensures that the area around all sides of the Licensee's premises are well lit, especially within 20 feet of each entrance/exit. The Licensee shall utilize floodlight style lighting to ensure the fidelity of video capture, and an Arctic Herbery manager or employee shall check or maintain each unit on a regular basis.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

3.5. An alarm system is required for all license types that must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe the security alarm system for the proposed premises, explain how it will meet all regulatory requirements, and outline your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when the alarm system alerts of an unauthorized breach:

Arctic Herbery may utilize a third party alarm system which, if third party systems are available, will be installed by a third party security company. If a third party is not available in the area, Arctic Herbery will install regulatory compliant alarm system prior to Arctic Herbery opening the establishment for business. The alarm shall be calibrated with motion sensors to trip upon glass breaking if any exterior window or door be breached. Further, all doors which lead into, or out of, Restricted Access Areas shall be equipped with motion sensors to detect a breach. Arctic Herbery may utilize the third party security company (if applicable) to maintain the equipment, and periodically test the functionality of the security alarm system, or an Arctic Herbery manager/designated employee will maintain and test the regulatory compliant alarm system. At the end of each shift, a manager or designated employee shall arm the security alarm system, and it shall stay armed until the opening manager or designated employee disarms the alarm. Upon an unauthorized breach, the Licensee, manager and law enforcement shall be immediately notified via the alarm system that a breach has occurred. In the interim, the Licensee or manager shall instruct employees to vacate the premises until law enforcement secures the building and indicates that it is safe to return to the facility. Any law enforcement involvement in a security matter at the marijuana establishment shall be promptly reported to AMCO Enforcement via mail, or email within twenty-four (24) hours. If law enforcement is contacted, the Licensee or Manager will comply with all law enforcement directives. Upon reentry, the Licensee, manager or designated employee shall audit the inventory of marijuana or marijuana product to ensure that anti-diversion policies and protocols are followed.

3.6. Describe your policies and procedures for preventing diversion of marijuana or marijuana product, including by employees:

All marijuana and marijuana product shall be tracked in Metrc, and all interactions with marijuana or marijuana product shall be recorded on Arctic Herbery's video surveillance system. Marijuana or marijuana product shall be displayed behind the counter, or in locked glass display cases. Marijuana or marijuana product not on display shall be locked in an enclosed, locked space, away from customers, and within the establishment's Restricted Access Area. Agreement to policies concerning employee accountability of preventing diversion shall be a requirement prior to employment by Arctic Herbery. Further, each employee shall be provided training on identifying security concerns and anti-diversion. Upon closing, all marijuana or marijuana product shall be inventoried, logged, removed from display, and stored in the enclosed, locked space as noted above.

3.7. Describe your policies and procedures for preventing loitering:

The exterior of the store will be well-lit and under video surveillance at all times. Staff will monitor the property by walking the property and keeping an eye on the video to deter illegal activity. "No Loitering" signs will be posted on and around the building indicating that police will be called. If necessary a full-time security guard will be hired to maintain an attractive exterior and surrounding area.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials



3.8. I certify that if any additional security devices are used, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm, to enhance security of the licensed premises, I will have written policies and procedures describing their use.

[Form MJ-01] (rev 4/3/2019)

Page 4 of 11

License # 23777 AMCO Received 12/18/2019



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Video Surveillance (3 AAC 306.720):

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box:

Initials



3.9. The video surveillance and camera recording system for the licensed premises covers each restricted access area, and both the interior and exterior of each entrance to the facility.



3.10. Each video surveillance recording is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing (consistent with the Alcohol & Marijuana Control Office's approved format list); clearly and accurately displays the time and date; and is archived in a format that does not permit alteration of the recorded image.



3.11. The surveillance room or area is clearly defined on the Form MJ-02: Premises Diagram that is submitted with this application.



3.12. Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area where access is limited to the licensee(s), an authorized employee, and law enforcement personnel (including an agent of the Marijuana Control Board).

3.13. Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

Video cameras shall be placed to monitor every interior or exterior where marijuana or marijuana products are received, stored, processed, prepared, and sold. Further, video cameras shall be placed in such a manner and amount necessary to provide a clear and unobstructed view of the entrances and exits of the building, all of the floorspace of non-Restricted Access Areas, and all of the floorspace of Restricted Access Areas, including the enclosed, locked area containing marijuana or marijuana product. The video surveillance system shall be of a quality which allows for identification of individuals up to twenty (20) feet of each camera.

3.14. Describe the locked and secure area where video surveillance recording equipment and original copies of surveillance records will be housed and stored, and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the Marijuana Control Board. If you will be using an offsite monitoring service and offsite storage of video surveillance records, your response must include how the offsite facility will meet these security requirements:

The video surveillance recording equipment and original copies of surveillance records shall be housed and stored on a server located in the office, which shall be secured by key that is clearly marked "Do Not Duplicate". The key shall be issued to, and rightfully held by, only the Licensee, Managers and Designated employees. The Licensee or Management shall have remote access to the video surveillance system. Video surveillance records shall be stored for forty (40) days, unless otherwise notified to preserve such records for investigative purposes. Upon demand or request, the video surveillance records will be preserved in a searchable manner, and shall be made readily available for review to law enforcement and agents of the Marijuana Control Board.

[Form MJ-01] (rev 4/3/2019)

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License # 23777 AMCO Received 12/18/2019



Form MJ-01: Marijuana Establishment Operating Plan

Section 4 – Business Records

Review the requirements under 3 AAC 306.755. All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records.

4.1. I certify that the following business records will be maintained and kept on the licensed premises:

- a. all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years *(records for the last six months must be maintained on the licensed premises; older records may be archived on or off premises);*
- b. a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment;
- c. the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;
- d. records related to advertising and marketing;
- e. a current diagram of the licensed premises, including each restricted access area;
- f. a log recording the name, date and time of entry of each visitor permitted into a restricted access area;
- g. all records normally retained for tax purposes;
- h. accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed;
- i. transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and
- j. registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745.

4.2. A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records. Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

Arctic Herbery will store a minimum 6 months of Business records, operational plans, regulatory documents, and surveillance data in secure cabinets held within the retail office. Daily business records shall be produced by the manager and employees of Arctic Herbery at the end of each work day. These records shall be compiled and audited on a weekly basis. Thereafter, the compiled records shall form the basis of audited and adjusted Monthly, Quarterly, and Yearly business records. All marijuana or marijuana product transfers shall be appropriately recorded by a manager or designated employee of Arctic Herbery in Metrc. Metrc data shall be compiled and audited in a manner similar to the business records, as noted above. All video surveillance data shall be held in the Management office for a minimum of forty (40) days, unless otherwise notified to preserve those records.

Initials



Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730. All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with Metrc to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana is propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a marijuana product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

5.1. My marijuana establishment will be using Metrc, and if any other tracking software is used, it will be capable of sharing information with Metrc.

5.2. All marijuana delivered to a marijuana establishment will be weighed on a scale registered in compliance with 3 AAC 306.745.

5.3. My marijuana establishment will use registered scales in compliance with AS 45.75.080 (Weights and Measures Act), as required by 3 AAC 306.745.

Section 6 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700. All licensees, and every employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

6.1. All licensees, and each employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment.

6.2. Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the licensed premises) when on the licensed premises.

6.3. Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired.

6.4. Describe any in-house training that will be provided to employees and agents (apart from a marijuana handler course):

Employee qualification and Training: (1) All employees must be 21 years old or older, (2) all employees must have a valid Marijuana handler's permit card, (3) all employees must have a state issued ID card, and (4) Arctic Herbery will conduct criminal history background checks on all prospective employees. Upon meeting the aforementioned criteria, new employees of the Licensee shall perform on-site training that will include: (1) review of the policies and procedures contained within the employee handbook to read, understand, and sign, (2) proper care and control of marijuana and marijuana products, (3) inventory tracking, labeling and POS equipment, (4) loss prevention, security and safety protocols training, (5) general job responsibilities, (6) waste disposal procedures, (7) adequate hygiene and cleanliness, (8) emergency preparedness, emergency contact numbers, basic training in cleaning up small liquid spills, (9) preventing underage sales, and (10) food safety. Additional training may be added if needed.



Form MJ-01: Marijuana Establishment Operating Plan

Section 7 – Health and Safety Standards

Review the requirements under 3 AAC 306.735.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box:

Initials

7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present.

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7.2. I have policies regarding health and safety standards (including: ensuring a person with an illness or infection does not come into contact with marijuana or marijuana product; good hygienic practices; cleaning and maintenance of equipment and the premises; pest deterrence; chemical storage; sanitation principles; and proper handling of marijuana and marijuana product) and will take all reasonable measures and precautions to ensure that they are met or exceeded.

☒ ☐

7.3. I have policies to ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace.

☒ ☐

7.4. I have policies to ensure that in the event information about the age or storage conditions of marijuana or marijuana product is unreliable, the marijuana or marijuana product will be handled in accordance with 3 AAC 306.735(d).

☒ ☐

Answer "Yes" or "No" to each of the following questions:

Yes No

7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram.

☐ ☒

7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram.

☒ ☐

7.7. If you answered "No" to either 7.5 or 7.6 above, describe how toilet and/or handwashing facilities are made accessible, as required by 3 AAC 306.735(b)(2):

Toilet facilities are accessible in a separate building on the same property as the retail store

Section 8 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

8.1. Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment. Include a description of the type of locked, safe, and secure storage compartments to be used in vehicles transporting marijuana or marijuana product:

Arctic Herbery Retail does not anticipate transporting marijuana or marijuana product from the retail store however, if the need arises, Arctic Herbery will transport all marijuana or marijuana product in the following ways: Once the marijuana or marijuana product is ready to be delivered to another licensed facility, Arctic Herbery will weigh and package the product into airtight, food safe, tamper-evident shipping containers to protect from opening or contamination. Packages will be sealed in such a way that they cannot be opened during transport. Affixed to the shipment will be a transportation manifest to include the date, product information, lot numbers, test results and weights as well as the delivery transporter's name and the vehicle's description, license plate number and the expected delivery times. Shipments will be delivered by an Arctic Herbery employee or third party transport company, in a locked, safe, and secure storage compartment that is secured in the delivery vehicle. When transporting secured products, the Arctic Herbery employee or a third-party transport company will travel directly from our facility to the receiver without any unnecessary stops. All of the above will be recorded and entered into Metrc.



Form MJ-01: Marijuana Establishment Operating Plan

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box:

Initials

8.2. The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700.

☒ ☐

8.3. The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle.

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8.4. The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport.

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8.5. During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport.

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8.6. Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment.

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8.7. When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received.

☒ ☐

8.8. The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest.

☒ ☐

Section 9 – Signage and Advertising

Review the requirements under 3 AAC 306.770.

9.1. Describe any signs that you intend to post on your establishment, including quantity, dimensions, graphics, and location on your establishment (photos or drawings may be attached):

Arctic Herbery may have not more than three signs that are visible to the general public from the public right-of-way. Two of the three signs may only be placed in the marijuana facility's window or attached to the outside of the licensed premises. The size of each sign may not exceed 4,800 square inches. All signs that may be displayed on Arctic Herbery's retail store will not contain any form of advertising or promotions.



Form MJ-01: Marijuana Establishment Operating Plan

9.2. Describe any advertising you intend to distribute for your establishment. Include medium types and business logos (photos or drawings may be attached):

Arctic Herbery intends on utilizing the following advertising mediums:

- Print media such as; Newspapers and Magazines
- Online Media such as; Websites, including Website sales, social media, search engines, etc.
- Television and Radio such as; non-profit corporation support, etc.

All advertisements will be tasteful and will include all AMCO warning statements verbatim as set forth in AMCO Regulations.



I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee

Bryant D. Thorp
Printed name of licensee



Annee Rocush
Notary Public in and for the State of Alaska

My commission expires: 8/29/2023

Subscribed and sworn to before me this 4 day of December, 2019



Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board Form MJ-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). All areas designated as the licensed premises of a single license must be contiguous. All diagrams must have the licensed premises area labeled, and outlined or shaded as appropriate.

What must be submitted with this form?

Applicants must attach multiple diagrams to this form, including (as applicable):

- Diagram 1:** a diagram showing only the licensed premises areas that will be ready to be operational at the time of your preliminary inspection and license issuance;
- Diagram 2:** if different than Diagram 1, a diagram outlining all areas for which the licensee has legal right of possession (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises (details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change must be submitted and approved before any planned expansion area may be added to the licensed premises);
- Diagram 3:** a site plan or as-built of the entire lot, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;
- Diagram 4:** an aerial photo of the entire lot and surrounding lots, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (this can be obtained from sources like Google Earth); and
- Diagram 5:** a diagram of the entire building in which the licensed premises is located, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises).

This form, and all necessary diagrams that meet the requirements on Page 2 of this form, must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	7107 Ventures, LLC	MJ License #:	23777
License Type:	Retail Marijuana Store		
Doing Business As:	Arctic Herbery		
Premises Address:	16021 Sterling Highway		
City:	Cooper Landing	State:	Alaska
		ZIP:	99572



Alaska Marijuana Control Board Form MJ-02: Premises Diagram

Section 2 – Required Information

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices. Items marked with a double asterisk (**) are only required for those retail marijuana establishments that are also applying for an onsite consumption endorsement.

The following details must be included in all diagrams:

- ☐ License number and DBA
- ☐ Legend or key
- ☐ Color coding
- ☐ Licensed Premises Area Labeled and Shaded, or Outlined as appropriate
- ☐ Dimensions
- ☐ Labels
- ☐ True north arrow

The following additional details must be included in Diagram 1:

- ☐ Surveillance room
- ☐ Restricted access areas
- ☐ Storage areas
- ☐ Entrances, exits, and windows
- ☐ Walls, partitions, and counters
- ☐ Any other areas that must be labeled for specific license or endorsement types
- ☐ ** Serving area(s)
- ☐ ** Employee monitoring area(s)
- ☐ ** Ventilation exhaust points, if applicable

The following additional details must be included in Diagram 2:

- ☐ Areas of ingress and egress
- ☐ Entrances and exits
- ☐ Walls and partitions

The following additional details must be included in Diagrams 3 and 4:

- ☐ Areas of ingress and egress
- ☐ Cross streets and points of reference

The following additional details must be included in Diagram 5:

- ☐ Areas of ingress and egress
- ☐ Entrances and exits
- ☐ Walls and partitions
- ☐ Cross streets and points of reference

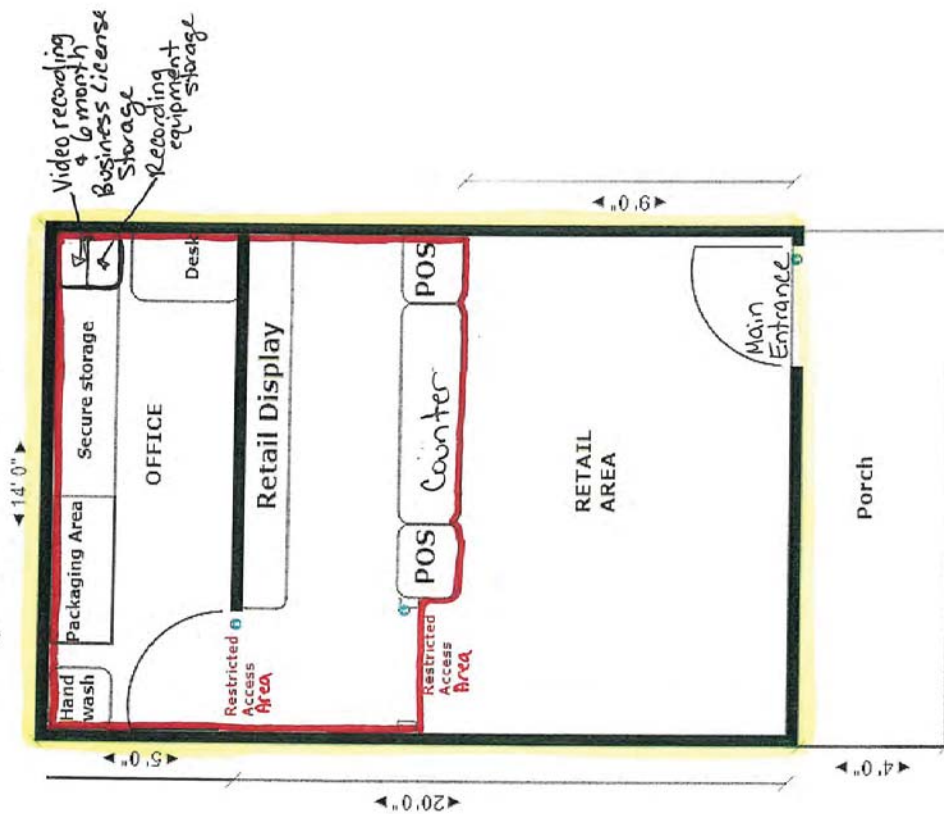
I declare under penalty of unsworn falsification that I have attached all necessary diagrams that meet the above requirements, and that this form, including all accompanying schedules, statements, and depictions is true, correct, and complete.

Signature of licensee
Bryant Thorp
Printed name of licensee

Notary Public in and for the State of Alaska
My commission expires: **8/29/2023**
Signature of Notary Public
Anna Koush

Subscribed and sworn to before me this **4** day of **December**, 20**19**

7107 Ventures, LLC License #23777 Diagrams 14245



- Proposed Licensed premises
- Restricted Access Area

Received 2/7/2020





Received 2/17/2020



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board Operating Plan Supplemental Form MJ-03: Retail Marijuana Store

What is this form?

This operating plan supplemental form is required for all applicants seeking a retail marijuana store license and must accompany Form MJ-01: Marijuana Establishment Operating Plan, per 3 AAC 306.020(b)(11). Applicants should review Chapter 306: Article 3 of the Alaska Administrative Code. This form will be used to document how an applicant intends to meet the requirements of the statutes and regulations.

If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.315(2).

What additional information is required for retail stores?

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Prohibitions
- Signage and advertising
- Displays and sales
- Exit packaging and labeling
- Security
- Waste disposal

This form must be completed and submitted to AMCO's main office before any new or transfer application for a retail marijuana store license will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	7107 Ventures, LLC	MJ License #:	23777
License Type:	Retail Marijuana Store		
Doing Business As:	ARCTIC HERBERY		
Premises Address:	16021 Sterling Highway		
City:	Cooper Landing	State:	Alaska
		ZIP:	99572



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 2 – Overview of Operations

2.1. Provide an overview of your proposed facility's operations. Include information regarding the intake and flow of marijuana and marijuana product at your premises, and a description of what a standard customer visit to your establishment would entail:

Prior to a typical work day beginning, a Manager or designated employee shall unlock the facility and prepare the establishment for operations. This preparation shall include (1) providing, counting, and logging in the business records money for employee register boxes, (2) stocking display cases and behind the counter areas with marijuana and marijuana product inventory, (3) updating Metrc, (4) reviewing surveillance from closing on the previous day, and ensuring the security of Restricted Access Areas. Thereafter, employees and agents shall arrive to begin their work day. Employees shall (1) receive their register boxes, (2) count their register boxes, (3) verify the amounts, and (4) assist the Manager in stocking display cases and behind the counter areas with marijuana or marijuana product inventory. Thereafter, the establishment shall open for business. When a customer arrives, upon entry, they will be required to present valid government-issued photo identification adequate to verify that they are over the age of 21. Upon verification, they will be permitted to enter the retail area. A customer will be greeted by a staff member of Arctic Herbery who shall cater to their consumer needs while they are on the premises. The employee shall sell marijuana, marijuana product, ancillary products, or merchandise to the customer and log their register and Metrc. Delistyle marijuana will be packaged in a child-resistant, opaque, re-sealable mylar bag, glass jar in a CR cardboard box or CR pop-top container and labeled. After payment, the customer's purchase shall be packaged in an opaque bag or the customer may choose to place purchase in a bag/purse, or their pocket etc. Thereafter, the customer will exit the retail store. Continued on Page 6...

Section 3 – Prohibitions

Review the requirements under 3 AAC 306.310.

3.1. Describe how you will ensure that the retail marijuana store will not sell, give, distribute, or deliver marijuana or marijuana product to a person who is under the influence of an alcoholic beverage, inhalant, or controlled substance:

Arctic Herbery has developed a policy to address this scenario. Employees shall be trained to identify visible signs of intoxication, such as bloodshot, glassy eyes, poor balance, and slurred speech. Should an employee observe such influences, Arctic Herbery shall deny the customer entry to the retail store. If the customer is already in the retail area, they will be escorted to the exit. Under no circumstances will an employee sell marijuana or marijuana product to a customer who appears to be under the influence of an alcoholic beverage, inhalant, or controlled substance. If necessary, law enforcement shall be called to enforce this section of the regulations.

3.2. I certify that the retail marijuana store will not:

- a. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product in a quantity exceeding the limit set out in 3 AAC 306.355;
- b. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the internet;
- c. offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample;
- d. offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation; or
- e. allow a person to consume marijuana or a marijuana product on the licensed premises.

Answer "Yes" or "No" to the following question:

- 3.3. Do you plan to request future approval of the Marijuana Control Board to permit consumption of marijuana or marijuana product in a designated area on the proposed premises?

Yes No

☐ ☒



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 4 – Signage and Advertising

Review the requirements under 3 AAC 306.360 and 3 AAC 306.365. All licensed retail marijuana stores must meet minimum standards for signage and advertising.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

4.1. I understand and agree to follow the limitations regarding the number, placement, and size of signs on my proposed establishment, set forth in 3 AAC 306.360(a).

4.2. The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage the sale of marijuana or marijuana products.

4.3. All advertising for marijuana or marijuana product will contain the warnings required under 3 AAC 306.360(e).

4.4. I understand and agree to post, in a conspicuous location visible to customers, the notification signs required under 3 AAC 306.365.

4.5. I certify that no advertisement for marijuana or marijuana product will contain any statement or illustration that:

- a. is false or misleading;
- b. promotes excessive consumption;
- c. represents that the use of marijuana has curative or therapeutic effects;
- d. depicts a person under the age of 21 consuming marijuana; or
- e. includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana.

4.6. I certify that no advertisement for marijuana or marijuana product will be placed:

- a. within 1,000 feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21;
- b. on or in a public transit vehicle or public transit shelter;
- c. on or in a publicly owned or operated property;
- d. within 1,000 feet of a substance abuse or treatment facility; or
- e. on a campus for postsecondary education.

Section 5 – Displays and Sales

5.1. Describe how marijuana and marijuana products at the retail marijuana store will be displayed and sold:

Arctic Herbery shall install menu boards behind the point of sale counter to display the inventory of the establishment. The counter shall be a locked glass case which contains products to be displayed. Ancillary goods, such as rolling papers and other merchandise, shall be displayed in a glass storage counter or behind the counter on the wall. Refrigerated products will be housed behind the counter in a refrigerator/cooler. Upon selection and checkout, an employee shall (1) verify identification, (2) verify that there are no visible signs of intoxication, (3) receive payment, (4) update Metrc to reflect the sale, (5) provide change, if any, (6) package the product consistent with the regulations, and (7) finalize the sale. Continued on Page 6...



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 6 – Exit Packaging and Labeling

Review the requirements under 3 AAC 306.345.

6.1. Describe how the retail marijuana store will ensure that marijuana and marijuana products sold on its licensed premises will meet the packaging and labeling requirements set forth in 3 AAC 306.345(a):

Arctic Herbery shall print labels which contain a logo and License Number. The label shall include testing results to include potency and weight of the contents therein. Additionally, the labels printed on-site shall contain the warnings: (1) marijuana has intoxicating effects and may be habit forming and addictive, (2) marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence, (3) there are health risks associated with consumption of marijuana, (4) for use only by adults twenty-one and older. Keep out of the reach of children, and (5) marijuana should not be used by women who are pregnant or breast feeding. All products packaged on-site shall be packaged in opaque, resealable child-resistant packaging when the customer leaves the retail store, and shall not exceed one ounce of marijuana, seven grams of marijuana concentrate for inhalation or marijuana or marijuana products that contain more than 5,600 milligrams of THC. Edibles shall be pre-packaged by the manufacturer.

6.2. Provide a sample label that the retail marijuana store will use to meet the labeling requirements set forth in 3 AAC 306.345(b):

Retailer: Arctic Herbery		License No: 23777
Cultivator:	Harvest Batch No:	License No:
Net MJ Weight:	OZ(g)	Package No:
Testing Facility:	THC:	Strain:
THC:	THC-A:	License No:
CBD-A:	CBD:	
Microbial Test:	Fungicides:	Pesticides:
Fertilizers:	Soil Amendment:	Herbicides:
Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.		



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 7 – Security

Review the requirements under 3 AAC 306.350 and 3 AAC 306.720.

7.1. Describe the retail marijuana store's procedures for ensuring a form of valid photographic identification has been produced before selling marijuana or marijuana product to a person, as required by 3 AAC 306.350(a):

Arctic Herbery shall procure literature which identifies a valid form of photographic identification for each state in the union. Thereafter, should a question of photo identification validity arise, employees shall be trained to refer to that literature. In any event, customers and visitors shall be required to produce a valid photographic identification and it will be checked by Arctic Herbery employees before the customer may enter the retail sales area or the visitor enters the restricted access area.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

7.2. The video surveillance and camera recording system for the licensed premises covers each point-of-sale area.

Section 8 – Waste Disposal

Review the requirements under 3 AAC 306.740.

8.1. Describe how you will store, manage, and dispose of any marijuana waste, including expired marijuana or marijuana products, in compliance with any applicable laws. Include details about the material(s) you will mix with ground marijuana waste and the processes that you will use to make the marijuana waste unusable for any purpose for which it was grown or produced:

Arctic Herbery shall store, manage, and dispose of any solid or liquid waste in compliance with all applicable federal, state, and local statutes, ordinances, regulations, and other law. Should Arctic Herbery determine that any of their marijuana or marijuana product is unfit for sale or consumption, expired, or otherwise considered waste under 3 AAC 306.740, then Arctic Herbery shall give the board notice of said waste determination at least three days prior to making the waste of unusable. If the board approves the procedure, then Arctic Herbery shall render the marijuana, marijuana product or liquid waste will be rendered unusable by grinding it down, and mixing it with compostable and non-compostable materials such as: food waste, yard waste, vegetable based grease or oils, paper waste, cardboard waste, plastic waste, oil etc.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

8.2. The retail marijuana store shall give the board at least three days written notice required under 3 AAC 306.740(c) before making marijuana waste unusable and disposing of it.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.



Signature of Licensee
Bryant D. Thorp
Printed name of licensee

Notary Public in and for the State of Alaska
Anne Kouch

My commission expires: 8/22/23

Subscribed and sworn to before me this 4 day of December, 2019



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

(Additional Space as Needed):

5.1 Continued: Arctic Herbery will be serving customers Pre-packaged Marijuana. All Marijuana that is Pre-packaged by Arctic Herbery in the packaging area will have corresponding "small jars" which will be protected by a plastic, metal, or other protective mesh screen. The "small Jar" will remain in the monitored custody of the retail marijuana store during consumer inspection. Arctic Herbery will also be producing pre-rolls out of their purchased marijuana flower.

2.1 Continued: At the end of their shifts, or at closing, employees shall count their register drawers and report those figures to the Manager. The Manager shall receive, count, and log all money received throughout the day. The Manager shall review daily employee Metr entries to ensure compliance with the law. The Manager or a designated employee, shall remove marijuana or marijuana product from behind the counter or display cases and store them in the enclosed, locked area. The Manager will prepare the next day's employee register drawers. Per AMCO regulations, the establishment shall always be closed within the hours of 5:00am and 8:00am.

License # 23777

AMCO Received 12/18/2019



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by posting a true copy of the application for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	7107 Ventures, LLC	License Number:	23777
License Type:	Retail Marijuana Store		
Doing Business As:	ARCTIC HERBERY		
Premises Address:	16021 Sterling Highway		
City:	Cooper Landing	State:	AK
		ZIP:	99572

Section 2 – Certification

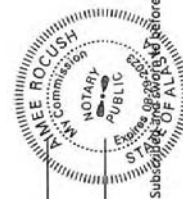
I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: November 21, 2019

End Date: December 1, 2019

Other conspicuous location: Cooper Landing Post Office, 38741 Snug Harbor Rd, Cooper Landing, AK 99572

I declare under penalty of perjury that this form, including all accompanying schedules and statements, is true, correct, and complete.



Signature of licensee

Bryant D. Thorp

Printed name of licensee

Annee Rocush
Notary Public in and for the State of Alaska

My commission expires 8/29/2023

I have signed and sworn before me this 4 day of December, 2019

License # 23777

AMCO Received 12/18/2019

AMCO Received 12/18/2019



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 - Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	7107 Ventures, LLC	License Number:	23777
License Type:	Retail Marijuana Store		
Doing Business As:	ARCTIC HERBERY		
Premises Address:	16021 Sterling Highway		
City:	Cooper Landing	State:	AK
		ZIP:	99572

Section 2 - Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): Kenai Peninsula Borough Date Submitted: 11/20/2019

Name/Title of LG Official 1: Johnni Blankenship Name/Title of LG Official 2: _____

Community Council: _____ Date Submitted: _____

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee
Bryant D. Thorp
Printed name of licensee
Subscribed and sworn to before me this 4 day of December, 2019
Notary Public in and for the State of Alaska
My commission expires: 8/29/23



AMCO Received 12/18/2019

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 - Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	7107 Ventures, LLC	License Number:	23777
License Type:	Retail Marijuana Store		
Doing Business As:	ARCTIC HERBERY		
Premises Address:	16021 Sterling Highway		
City:	Cooper Landing	State:	AK
		ZIP:	99572

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Bryant D. Thorp
Title:	Owner
SSN:	
Date of Birth:	

AMCO Received 12/18/2019

License Number: 23777
License Status: New
License Type: Retail Marijuana Store
Doing Business As: ARCTIC HERBERY
Business License Number: 1065302
Designated Licensee: Bryant Thorp
Email Address: bryant@gcd.net
Local Government: Kenai Peninsula Borough
Community Council:
Latitude, Longitude: 60.483182, -149.884964
Physical Address: 16021 Sterling Highway
Cooper Landing, AK 99572
UNITED STATES

Licensee #1	Entity Official #1
Type: Entity Alaska Entity Number: 10055175 Alaska Entity Name: 7107 Ventures, LLC Phone Number: 907-317-1895 Email Address: bryant@gcd.net Mailing Address: 7107 Arctic Blvd. Anchorage, AK 99518 UNITED STATES	Type: Entity Alaska Entity Number: 10055175 Alaska Entity Name: 7107 Ventures, LLC Phone Number: 907-317-1895 Email Address: bryant@gcd.net Mailing Address: 7107 Arctic Blvd. Anchorage, AK 99518 UNITED STATES

Note: No affiliates entered for this license.

Entity Official #2
Type: Individual Name: Bryant Thorp SSN: [REDACTED] Date of Birth: [REDACTED] Phone Number: 907-317-1895 Email Address: bryant@gcd.net Mailing Address: 7107 Arctic Blvd. Anchorage, AK 99518 UNITED STATES

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.
The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee
Bryant D. Thorp
Printed name of licensee


Notary Public in and for the State of Alaska
My commission expires: 8/28/23

Subscribed and sworn to before me this 4 day of December, 2019

REAL ESTATE LEASE

This Real Estate Lease Agreement ("Lease") is dated December 17, 2019, by and between Triple Threat Thorp, LLC ("Landlord"), and 7107 Ventures, LLC, ("Tenant"). Landlord has a Ground Lease of the property located at 16021 Sterling Highway, Building #2, Cooper Landing, Alaska 99572, which includes improvements located on the property dated December 17, 2019. Tenant desires to erect a small module building on the Property, as described in Exhibit A of this Agreement. The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant (the "Premises") the space allocated for the module building located at 16021 Sterling Highway, Cooper Landing, Alaska 99572 and more particularly illustrated at Exhibit A of this Agreement.

TERM. The Lease begins December 17, 2019 and shall be a three (3) year term, with an initial option ("Initial Option") to renew for an additional three (3) year term with notice provided to Landlord on or before December 17, 2022. The Initial Option may be exercised in Tenant's sole and absolute discretion and the lease terms of the Initial Option term shall be the same as provided herein. After the Initial Term, Tenant shall have two (2) additional options for two (2) additional three (3) year terms ("Renewal Terms"). The parties shall agree on monthly lease rate for the Renewal Terms. Either party may terminate the Lease upon substantial breach of this Agreement and prior to written notice to the other party giving a thirty (30) day notice to cure the defect to avoid the termination.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$100.00 starting upon date of occupation of the Premises. Tenant shall pay to Landlord a deposit in the amount of \$0 to Landlord upon execution of Lease. Payments to Landlord are to be mailed to 7107 Arctic Blvd, Anchorage, Alaska 99518 or any other location provided by Landlord. If payment is not received by the 7th day of the month a late charge of \$25.00 per day beginning on the 5th and for each day thereafter will be charged. Landlord shall give Tenant written notice of the past due lease payment. On the 15th the Landlord may give notice of breach, as stated above and Tenant shall agree to vacate the premise if the breach is not remedied within ten (10) days.

DEPOSIT. Tenant shall pay \$0 for deposit that Landlord may deduct costs for damages caused by Tenant or professional cleaning, necessitated by Tenant's occupancy. If Landlord deducts any amounts from the Deposit, Landlord shall provide a detailed invoice to Tenant within 10 days of the deduction from the deposit.

USE OF PREMISES. Tenant may use the Premises only for retailing commercial marijuana and marijuana product and all legal endeavors as prescribed in state and local law. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld.

Tenant shall notify Landlord of any anticipated extended absence of 5 days or more from the

Premises not later than the first day of the extended absence.

UTILITIES AND SERVICES

Tenant shall be responsible for the all utilities and services in connection with the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES: Tenant shall pay pro-rata share of the property's real estate taxes and assessments for the Premises.

PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 15 days (or any other obligation within 30 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law. In the event of a default by Tenant, Landlord shall not take into its possession any marijuana product and shall contact the State of Alaska AMCO prior to any access to the licensed premises if Tenant cannot be reached, abandons the property, or similar event

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$25.00 for each check that is returned to Landlord for lack of sufficient funds.

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REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord, which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants. Landlord must abide by Tenant's visitor policy and ensure that no agent or prospective tenant of Landlord attempts to enter the property that is under the age of 21, presents a valid state or federal identification card, and remains in eyesight of a designated agent of Tenant's at all times.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

LANDLORD'S OBLIGATIONS. Landlord, at Landlord's expense, shall keep in good order, condition and repair the foundation and structural portions of the exterior walls and exterior roof of the building. Landlord shall also be responsible for replacement of mechanical, electrical and HVAC systems, except where failure is resulting from damage, negligence or lack of proper maintenance by tenant, it's employee's, invitees, contractors or customers.

PARKING. Tenant shall have sole and exclusive use of all parking spaces/parking lot on the parcel lot where the Premises sits. Tenant shall be solely responsible for the snow removal and/or provide for required snow storage for the parking lot. Tenant shall be responsible for general up keep of sidewalk, parking lot and entrance and shall keep the areas clean, tidy and free of dirt, ice, snow buildup, and debris. Tenant shall also be responsible for the general upkeep of any existing landscaping on the parcel lot.

TENANT'S OBLIGATIONS. Tenant, at Tenant's expense, shall keep in good order, condition and repair the Premises and every part thereof, including but not limited to the light bulb replacement, plumbing, any mechanical or electrical apparatus, doors, window frames, hardware, glass and nonstructural ceilings and walls. Tenant shall, at the expiration or termination of this Lease, surrender and deliver up the Premises to Landlord in as good condition as when received

by Tenant from Landlord or as thereafter improved, reasonable use, wear and tear excepted. Tenant shall repair any damage to the Premises, or the Building occasioned by its use thereof or by the removal of Tenant's trade fixtures, furnishings and equipment, which repair shall include the patching and filling of holes and repair of structural damage.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the state, county, municipal and other authorities. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature. In the event Tenant is unable to obtain all necessary licenses and permits to operate a marijuana establishment from the Premises, despite using best efforts, Tenant shall be released from the remaining obligations of this Lease.

ALTERATIONS/IMPROVEMENTS BY TENANT. Tenant may make commercially reasonable improvements to the Premises and shall request approval from Landlord for material improvements to Premises. Landlord shall not unreasonably withhold improvements and shall be deemed to have approved the improvements if no response to the contrary is noticed to Tenant after five (5) business days of Tenant's request for approval to Landlord.

INSPECTION REPORT. The parties shall complete, sign and date an inspection report at the beginning and at the end of Tenant's occupancy of the Premises.

INSURANCE. Tenant acknowledges that the Tenant's personal property is not insured by Landlord with any insurance and that Landlord has no liability in regard to Tenant's personal Property. Tenant shall insure the Tenant's personal property for the Tenant's own benefit. Tenant shall also insure the Property for damage for the benefit of the Parties and the Property with liability insurance for the benefit of the Parties. Upon issuance or renewal of any insurance that Tenant is required to obtain under this Lease, Tenant shall provide proof of insurance to Landlord.

ACKNOWLEDGEMENT OF USE FOR MARIJUANA COMMERCIAL ACTIVITIES: Landlord is aware of and agrees this premise shall be used for marijuana state and local licensed commercial activities.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

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ATTORNEY FEES. In the event of any legal proceeding that commences due to a dispute under this lease, the unsuccessful party shall be responsible for paying the successful parties' attorney fees and expenses.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:
Triple Threat Thorp, LLC
7107 Arctic Blvd
Anchorage, Alaska 99518

TENANT:
7107 Ventures, LLC
7107 Arctic Blvd
Anchorage, Alaska 99518

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Alaska.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

Landlord – Triple Threat Thorp, LLC

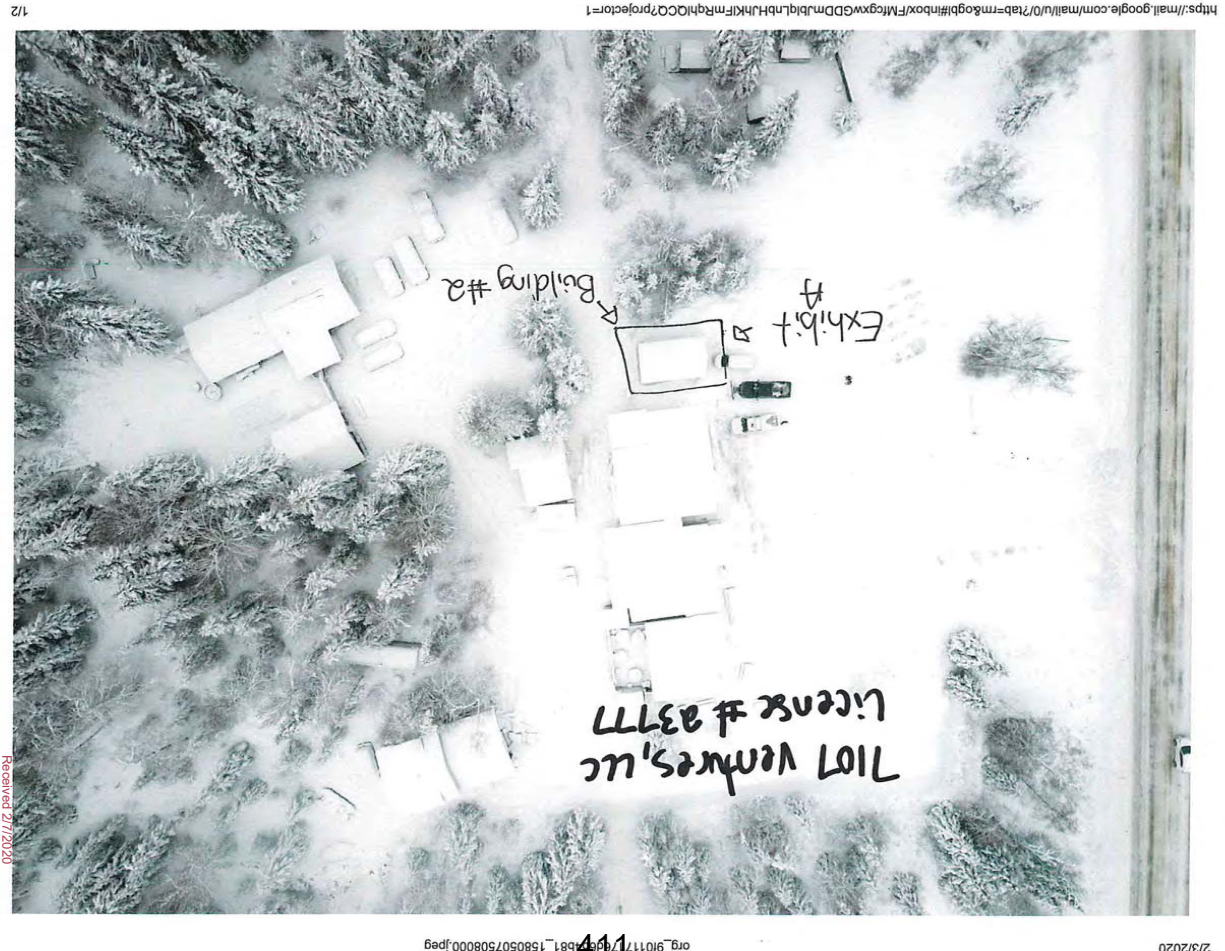
By:  Date: 12/17/19
Bryant Thorp – Manager/Member

By:  Date: 12-17-19
Christopher Thorp - Member

By:  Date: 12-17-19
Lucas Thorp - Member

Tenant – 7107 Ventures, LLC

By:  Date: 12/17/19
Bryant Thorp – Manager/Member



Received 2/17/2020

GROUND LEASE

THIS LEASE made and entered into as of October 15, 2019, by and between Glenn Sackett, (hereinafter called "Lessor"), Triple Threat Thorp, LLC, an Alaska limited liability company (hereinafter called "Lessee").

WITNESSETH

WHEREAS, Lessor is the owner of certain lands comprising legally described as 50N R 4W SEC 36 Seward Meridian SW 0003388 US SURVEY 388, in the Kenai Peninsula Borough, Alaska. Lessee shall lease, have the right to possess, develop, build on, access power and connect to the power that serves the parcel described above, access and utilize well water, and construct a retail facility building (which shall be solely owned by Lessee, on the North West Corner of the parcel, more particularly described in Exhibit "A" hereunto annexed and made a part hereof, and Lessee is desirous of leasing said site from Lessor on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the respective undertakings of the parties hereinafter set forth, it is hereby agreed as follows:

1. Definitions. As used herein, the following terms have the following meanings:

A. "Premises" means the land described in Exhibit "A" attached hereto and all easements, licenses, privileges, rights and appurtenances related thereto. The term "Premises" shall not include the "Improvements" (as hereinafter defined).

B. "Improvements" means all buildings, structures and improvements that Lessee will construct/create on the Premises or any part thereof and all fixtures, machinery, equipment, all building equipment, and, without limitation, other property of every kind or nature situated thereon or performing thereto or used in connection therewith, which shall be the sole property of Lessee. LESSOR

C. "Personal Property" means the trade fixtures, furniture, furnishings and business equipment now or hereafter located on or used in connection with the Premises or improvements, which are movable and not attached to the Premises or the improvements or any part thereof and not necessary for the proper and efficient operation of the improvements. Any Personal Property on the Premises shall be the sole property of Lessee.

D. "Property" means the Premises, the improvements and the Personal Property.

E. "Taxes" means:

(1) All real estate taxes, special assessments, water taxes, excises, levies, license and permit fees and other governmental shares and costs of every kind and nature, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind or nature whatsoever (including, but not limited to, assessments for streets, sidewalks, sewers, lights and other improvements and general and special state, borough, village, and city taxes, benefit taxes and assessments), and payments in lieu of taxes, which at any time or times prior to or during the "Term" (as hereinafter defined), or at any time or times after the Term but with respect to a period or periods or events occurring in whole or in part during the Term, may or shall become a lien on or be assessed, levied, confirmed, imposed upon or become due or payable on or with respect to (a) the Premises, improvements, Personal Property or any part thereof, (b) the rent, receipts, income or other payments received by or from Lessee or anyone

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claiming by, through or under Lessee, (c) any use or occupation of the Property or (d) this transaction or any document to which Lessee is a party creating or transferring an interest or estate in the Property;

(2) Without limitation on any of the foregoing, any license fee or business tax measured by the rent or other charges or sums payable hereunder, and any tax, assessment, levy, fee or other charge imposed upon Lessee or Lessor, which is levied, assessed or imposed on or measured by or based, in whole or in part, upon (a) the rents received from or with the use of the Property or any part thereof, (b) the Premises, or (c) the rent payable by Lessee under this Lease, if the methods of taxation prevailing at the commencement of the Term shall be altered so that such license fee, business tax or any other such tax, assessment, levy, fee or other charge shall be in lieu of or in addition to or as a substitute for the whole or any part of the taxes, assessments, levies, fees or charges now levied, assessed or imposed on real estate or the improvements thereon or on personal property.

The term "Taxes" does not include Federal, state or, subject to the provisions of subparagraph (2) above, local income or franchise taxes assessed against Lessor.

F. "Sublease" means any lease, sublease, license or concession agreement involving the use or occupancy of the Property or any part thereof (other than this Lease). "Sublessee" means the Person (other than Lessee) that has acquired rights to use or occupancy under a Sublease.

2. Lease of the Premises. Lessor hereby demises and leases unto Lessee, and Lessee hereby takes and hires from Lessor, the Premises, for and in consideration of the rents, covenants and agreements, and upon the terms and conditions set forth herein, subject to any and all encumbrances, conditions, covenants, easements, restrictions, rights-of-way, and all other matters of any nature affecting the Premises during the Term (in each case whether or not of record), such matters as may be disclosed by an inspection or survey, and all zoning, land use, subdivision, and all other laws, rules, regulations and judicial or administrative orders now or hereafter applicable to the Premises or any part thereof or any use or occupancy thereof (herein collectively called "Restrictions").

3. Term. The term of this Lease ("Term") shall be ten (10) years, beginning October ____, 2019 and terminating at midnight, October ____, 2029, subject to earlier termination as herein set forth.

4. Rent. As rental for the Premises, Lessee shall pay the sums hereinafter set forth.

A. Base Rent. Lessee shall pay to a lump sum of \$10,000.00 which is total rental payments for the entire Rental Term - for clarification purposes, Lessee shall pay all ten years of rent in advance, upon signing of this Agreement, and the total rent due for all ten years equals \$10,000.00.

5. Use of the Premises.

A. Lessee shall use the Premises for the purpose of constructing and operating thereon a building as a licensed marijuana retail establishment.

B. Lessee shall have the right to sublease the Premises to an entity that shares at least one common owner.

B. Lessee shall comply with all applicable state, borough and municipal laws, regulations and ordinances affecting the Property.

C. Lessee shall hold harmless and indemnify Lessor from and against any claim, penalty, loss, damage, charge, liability or expense (including, without limitation, reasonable attorney's fees) threatened, incurred or imposed for any act or omission in violation of Lessee's covenants and obligations under this

Initials: 
Received 9/17/2020
Lessor Lessee

paragraph 5 or by reason of any action or proceeding which may be brought against Lessor or the Property in connection with the foregoing.

D. Lessee shall have the right to maintain or install any signs in or at the Property visible from adjacent parcels or roads and use of all driveways and ingress and egress to premises.

6. Utilities. Lessee shall have access to the Property's power supply, well-water, right to install a septic system, and shall be responsible for all expenses relating to the same.

7. Taxes. Lessee shall be responsible for its pro rata portion of property taxes for the amount of square footage included in the Premises.

8. Insurance. At all times during the Term of this Lease, Lessee shall, at its sole cost and expense, procure and maintain general liability insurance. All such policies shall provide that the same may not be canceled or amended without at least thirty (30) days prior written notice being given by the insurer to all insured's thereunder.

9. No Warranties by Lessor.

A. Lessee acknowledges that Lessee has full knowledge of all matters pertaining to the Premises, including, but not limited to, the condition of title to the same and the physical condition of the same, and that Lessee is leasing the Premises "AS IS" and Lessor shall not be required to perform any work or furnish any materials in connection with the Property.

10. Construction, Restoration, and Maintenance

A. Lessee shall commence, at its discretion, the construction of the retail establishment facility and related improvements. Lessee has the right to clear trees, brush, shrubbery, improve/Install driveway, create parking area, connect to the Property's power, draw water from existing well, or if necessary, install a new well, install a septic system, and any other improvements needed for Lessee's intended use.

C. Lessor shall maintain in good condition the lands of the Property which are in its ownership and not currently leased, including landscaping, pond, jogging paths, roads, and signage (not to include mowing undeveloped areas) and to use reasonable efforts to ensure that other ground lessees within the Park maintain their properties in good condition.

11. Manner of Performance of Lessee's Work. All repairs, maintenance, restoration, construction, reconstruction, demolition, removal, replacement and alteration of the Property or any part thereof required or permitted to be made by Lessee under this Lease (collectively hereinafter called "Lessee's Work"), including the construction of the Improvements by Lessee, shall be made in in good workmanship manner.

12. Indemnity. Lessee shall hold harmless and indemnify Lessor from and against any claim, penalty, loss, damage, charge, liability or expense (including, without limitation, reasonable attorney's fees, both at trial and on any appeal or up to any settlement), threatened, sustained or incurred by reason of, directly or indirectly, (a) the death or loss of or damage or injury to person or property resulting from or caused by or claimed to have resulted from or been caused by: (i) the construction, use, operation, condition or lack of repair of the Property or any real or personal property at any time or times thereon, or (ii) any act or thing done or omitted to be done by Lessee, its agents, employees, servants, invitees, or, without limitation, any other person or persons other than Lessor or its employees; or (b) any failure on the part of Lessee to perform or comply with any of Lessee's covenants, obligations or liabilities hereunder; or (c) any

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Lessor Lessee

syndication or other securities offering made by, or on behalf of Lessee in connection with the Property or this Lease or (d) any storage, handling or disposal of any flammable explosives, hazardous or toxic substances on or from the Premises, or any leakage or contamination attributable to any underground tanks or other equipment whether formerly situated on the Premises or to be placed on the Premises by or at the direction of Lessee.

Lessor shall hold harmless and indemnify Lessee from and against any claim, penalty, loss, damage, charge, liability or expense (including, without limitation, reasonable attorney's fees, both at trial and on appeal or up to any settlement), threatened, sustained or incurred by reason of, directly or indirectly, the actions or omissions, relating to the Premises, of Lessor, its agents, employees acting in official capacity, invitees and guests.

13. Intentionally Omitted.

14. Liens. Lessee shall at all times keep the Premises, free and clear of all liens and claims for services, labor or materials supplied or claimed to have been supplied to Lessee or to or in connection with the Property, or any part thereof, and free and clear of all attachments, executions, levies, mortgages.

15. Sale.

(1) Subject to the provisions of this Lease, Lessee shall have the right to sell the Improvements situated on the Premises, but only in their entirety and only if the Lessee's interest in this Lease is sold and assigned to the same party, it being the intention of the parties that the leasehold created hereby and title to the improvements shall at all times be vested in the same party. Any sale of the Improvements shall be subject to the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

16. Option to Lease & Rights to Purchase Property— Exhibit B

As a material consideration and inducement for Lessee engaging in this Ground Lease, Lessee shall have the right to purchase the entire Property, not just the ground leased in this Ground Lease, or, in the alternative, Lease the entire Property on the terms detailed in Exhibit B, and incorporated herein by reference.

17. Default.

A. Events of Default. The occurrence of any one of the following events shall constitute an event of default by Lessee under this Lease:

(1) Lessee shall fail to pay any installment of Rent when due and such failure shall continue for a period of ten (10) days after written notice thereof from Lessor. In the event of a Default by Lessee, Lessor shall not enter any restricted access areas of the future marijuana retail store without either complying with Lessee's required visitor policy, or shall not enter any restricted access areas of the marijuana retail store without first contacting and getting approval from the Alaska Marijuana and Alcohol Control Office ("AMCO") Enforcement Agents (in the event Lessee is unreachable or has abandoned the Premises).

(2) Lessee shall commence (by petition, application, assignment, or otherwise) a voluntary case or other proceeding under the laws of any jurisdiction seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or seeking the appointment of a trustee, self-trusteeship, receiver, assignee, custodian, or other similar official of it or any substantial part of its property; or shall consent (by answer or

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failure to answer, or otherwise) to any such relief or to the appointment of or taking possession by any such official in any involuntary case or other proceeding commenced against it; or shall generally not pay its debts as they become due, or admit in writing its inability to pay its debts as they become due; or shall take any corporate or other action to authorize any of the foregoing.

(3) An involuntary case or other proceeding shall be commenced against the Lessee under the laws of any jurisdiction seeking liquidation, reorganization, or other relief with respect to it or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or seeking the appointment of a trustee, receiver, custodian, or other similar official of Lessee or any substantial part of Lessee's property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days or a trustee, receiver, custodian, or other official shall be appointed in such an involuntary case and is not removed within sixty (60) days of being appointed.

(4) Lessee shall abandon the Premises.

(5) Lessee shall fail to comply with any term, provision or covenant of this Lease not involving the payment of money, and shall not cure such failure within thirty (30) days after written notice thereof by Lessor to Lessee or, if such failure is not reasonably susceptible of cure within such thirty (30) day period, Lessee shall not commence to cure such failure within such thirty (30) day period or thereafter shall not diligently prosecute such cure to completion within a reasonable period of time.

B. Remedies for Default. In the event of any default by Lessee under this Lease, then, in addition to and without prejudice to any other right or remedy given hereunder or by law and notwithstanding any waiver of any former breach of covenant Lessor may:

(1) Terminate this Lease, and Lessee's right to possession of the Property, by giving to Lessee a notice of intention to terminate this Lease specifying a day not earlier than ten (10) days after the date on which such notice of intention is given and, upon the giving of such notice, the term of this Lease and all right, title, and interest of the Lessee hereunder shall expire as fully and completely on the day so specified as if that day were the date herein specifically fixed for the expiration of the term, whereupon Lessee shall immediately surrender the Property to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Property and expel or remove Lessee and any other person who may be occupying such Property or any part thereof without being liable for prosecution or any claim of damages therefore; and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to relet the Property on satisfactory terms or otherwise.

(2) Terminate this Lease as aforesaid and, upon termination of this Lease.

18. Successors and Assigns. Subject to the limitations hereinabove set forth, this Lease and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.

19. Force Majeure. The period of time during which either party is prevented or delayed in the performance or the making of any improvement or repairs or fulfilling any obligation required under this Lease, other than the payment of Rent or Additional Rent, due to unavoidable delays caused by fire, catastrophe, strikes or labor troubles, civil commotion, Acts of God or beyond such party's reasonable control, shall be added to such party's time for performance thereof, and such party shall have no liability by reason thereof, provided, however, that in no event shall the performance of an obligation under this Lease be deemed prevented or delayed by any of the foregoing reasons (collectively, "force majeure") if

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performance can be (or could have been) effectuated by, or any default thereof cured by, the proper payment of money with respect to any such obligation and in no event shall the inability of either party to make available sufficient funds be deemed to be a force majeure. If either Lessor or Lessee shall be able to perform any of the other party's obligations hereunder, claimed by the non-performing party to be subject to force majeure, then the non-performing party's claim of force majeure shall be ineffective against the Lessor or Lessee, as the case may be.

20. Miscellaneous. This Lease and its Exhibits contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters. The covenants and agreements of this Lease cannot be altered, changed, modified or added to, except in writing signed by Lessor and Lessee. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one agreement. The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Lease.

21. Notices. Any notice, demand or document which any party is required or may desire to give to the other party shall be in writing, and may be personally delivered or given or made by United States registered or certified mail, return receipt requested, or by Federal Express or comparable express delivery service, addressed as follows:

To Lessee:

To Lessor:

Glen Sackett
PO Box 9973
Boopertown 99572

Bryan Thorp
7107 Arctic Blvd
Anchorage AK 99518

AND

Subject to the right of either party to designate a different address for itself by notice similarly given. Any notice, demand or document so given by United States mail shall be deemed to have been given on the fifth day after the same is deposited in the United States mail as registered or certified matter, addressed as above provided, with postage thereon fully prepaid, except that any payments of Rent shall be deemed to have been made only when actually received by Lessor. Any such notice, demand or document not given by registered or certified mail as aforesaid shall be deemed to be given, delivered or made only upon receipt of the same by the party or parties to whom the same is to be given, delivered, or made. Notice to any other office, person, or department of Lessor shall not constitute notice under this Lease.

22. Estoppel Certificates. Any party hereto shall deliver to any other party hereto, within fifteen (15) days after receipt of a written request therefore, an estoppel certificate stating the date to which Rent has been paid, the amount of any prepaid Rent, and stating whether such party has any actual knowledge that this Lease is not in full force and effect, whether such party of any other party is in default hereunder, and whether this Lease has been modified or amended.

23. Attorneys' Fees. In the event that either Lessor or Lessee fails to perform any of its obligations under this Lease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Lease, the defaulting party or the party not prevailing in such dispute, as the case may

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be, shall pay any and all costs and expenses incurred by either party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable counsel fees.

24. Escrow of Taxes and Insurance. Lessor shall ensure all property tax obligations are satisfied throughout the term of this Lease, and Lessee, as stated earlier in this Lease, is responsible for reimbursing Lessor the pro-rata amount of the square footage occupied by the Lessee in Exhibit A.

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

"Lessor"

Glen Sackett

"Lessee"


[Signature]

By: _____

By: _____

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Lessee
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Lessor Lessee
Received 2/7/2020

Initials 
Lessor Lessee
Received 2/7/2020

OPTION TO LEASE

THIS OPTION AGREEMENT is entered into as of the 4 day of October, by and between Glenn Sackett ("Optionor") and Triple Threat Thorp, LLC ("Optionee"), with reference to the following facts:

A. Optionor is the owner in fee of that certain real property located in the County of SON R 4W SEC 36 Seward Meridian SW 0003388 US SURVEY 388, in the Kenai Peninsula Borough, State of Alaska, more particularly described in Exhibit A attached hereto (the "Property").

B. Optionor desires to grant to Optionee an option to lease the Property upon the terms and conditions set forth herein, and Optionee desires to acquire such option.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements herein set forth, and other valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

GRANT OF OPTION

Optionor hereby grants to Optionee the exclusive option to lease the Property upon all of the terms, covenants and conditions set forth herein (the "Option").

ARTICLE II

TERM AND MANNER OF EXERCISE

2.1 (a) The Option shall be exercisable by Optionee at any time during the next 1 years ("Option Period").

(b) If Optionee fails to exercise the Option on or before the last date for such exercise specified above, the option and this Agreement shall be null and void and of no further force or effect. If Optionee timely exercises the Option, this Agreement shall become a contract for the lease of the Property on the terms and conditions herein set forth.

ARTICLE III

OPTION LEASE - Consideration

3.1 Concurrently with the execution of this Agreement, and in consideration for the rights granted to Optionee during the Option Period, Optionee shall pay to Optionor \$1.00 for the Option to Lease the Property, which the parties agree is good and valid consideration.

ARTICLE IV

TERMS OF LEASE

In the event Optionee exercises the Option, Optionee shall lease and Optionor shall sell the Property on the terms set forth in Exhibit B attached hereto.

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.1 As an inducement to Optionor to enter into this Agreement, Optionee represents, warrants and covenants that it is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation; that it has the corporate power and authority to enter into this Agreement, and to consummate the transaction herein contemplated; and that the execution and delivery hereof and the performance by Optionee of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or instrument to which Optionee is a party or by which Optionee is bound.

5.2 As an inducement to Optionee to enter into this Agreement, Optionor represents, warrants and covenants as of the date hereof as follows:

(a) Optionor is a corporation, duly organized, validly existing and in good standing under the laws of Alaska; and it has the requisite corporate power and authority to (i) enter into this Option Agreement, and (ii) sell the Property. The execution and delivery hereof and the performance by Optionor of its obligations hereunder will not violate or constitute an event of default under the terms and provisions of any agreement, document or instrument to which Optionor is a party or by which Optionor is bound;

(b) This Agreement is a valid and binding obligation of Optionor;

(c) There are no leases, subleases, licenses, tenancy or occupancy agreements, service contractors, union contracts or other agreements to which Optionor or the Property is bound, whether written or unwritten, covering or affecting the Property which will affect the Property on the Close of Escrow other than the matters shown on the Title Report and approved herein or otherwise in writing by Optionee;

(d) Optionor has not received actual notice from any governmental authority that existing uses of the Property are not in full compliance with all applicable zoning laws (and applicable variances) and any other local, municipal, regional, state or federal requirements or that the improvements on the Property do not comply with all applicable building, safety, health, zoning, environmental, subdivision and other laws, ordinances and regulations;

(e) To the knowledge of Optionor as of the date hereof, there is no action, proceeding or investigation whether in the nature of eminent domain or otherwise, pending or threatened, with respect to the ownership, maintenance or operation of the Property, and Optionor has no knowledge of any litigation or threatened litigation affecting title to the Property or its use or operation;

(f) Optionor has not granted any options or any other rights to acquire fee title or other interests in the Property, other than as set forth in this Option Agreement; and

ARTICLE VI

COMMISSIONS

Selling office commission to be zero.

ARTICLE VII

ASSIGNMENT

Optionee may assign this Agreement or any of their rights hereunder for any purpose whatsoever without the written consent of the Optionor.

RISK OF LOSS

In the event that, prior to the Close of Escrow, the Property, or any part thereof, is destroyed or materially damaged, Optionee shall have the right, exercisable by giving notice to Optionor within fifteen (15) days after receiving written notice of such destruction or damage, to terminate this Agreement, in which case Optionor shall refund the Option Price to Optionee and, upon Optionee's receipt thereof, neither party shall have any further rights or obligations hereunder.

ARTICLE VIII

MISCELLANEOUS

8.1 Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior or contemporaneous written or oral agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.

8.2 Time of Essence. Time is of the essence of this Agreement.

8.3 Attorneys' Fees. Should any action be brought arising out of this Agreement, including without limitation any action for declaratory or injunctive relief, the prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation incurred in appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 or the Bankruptcy Code or any successor statutes, and any judgment or decree rendered in any such actions or proceeding shall include an award thereof.

8.4 Binding Effect. The provisions of this Agreement shall inure to the benefit of and be binding upon Optionor and Optionee and their respective successors and permitted assigns.

8.5 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

8.6 Further Acts. Each party shall, at the request of the other, execute, acknowledge (if appropriate) and deliver whatever additional documents, and do such other acts, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

8.7 Counterparts. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same agreement.

8.8 Amendments. This Agreement may not be changed or modified except by an instrument in writing executed by the party asserted to be bound thereby.

8.9 Notices. All communications, notices and demands of any kind which either party may be required or may desire to give to or serve upon the other, shall be made in writing and delivered by personal service to any officer of the other party or sent by registered mail, postage paid, return receipt requested, to the following addresses:

To Optionor: _____

To Optionee:

Bryan Thorp
7107 Arctic
Avalon AK 99518

Either party may change its address by giving the other party written notice of its new address as herein provided.

8.10 Headings. Any headings in this Agreement are solely for the convenience of the parties and are not part of this Agreement.

8.11 Governing Law. This Agreement and the transaction herein contemplated shall be construed in accordance with and governed by the laws of the State of Alaska.

IN WITNESS WHEREOF, Optionor and Optionee have executed this Agreement on the day and year first above written.

"OPTIONEE"

By:



"OPTIONOR"

By:



Exhibit A - Legal Description

(Property)

50N R 4W SEC 36 Seward Meridian SW 0003388 US SURVEY 388, in the Kenai Peninsula Borough, Alaska, and all improvements thereon (the "Property"). Approximately 2.5 acres, including all improvements thereon, including, but not limited to:

- *Rental Cabins on Property;*
- *Log Cabin (small);*
- *Log Cabin (large) ;*
- *Commercial Structure for bar and grill;*
- *Landscaping, wells, septic system, etc..*

Lease terms Exhibit B

LEASE

This Real Estate Lease Agreement ("Lease") is dated 10/5/19
by and between Glenn Sackett, ("Landlord"), and Triple Threat Thorp, LLC, a Alaska Limited
Liability Company, ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant (the "Premises") the leased building and associated parking areas located at 50N R 4W SEC 36 Seward Meridian SW 0003388 US SURVEY 388, in the Kenai Peninsula Borough, Alaska, and all improvements thereon (the "Property" or "Premise"). Approximately 2.5 acres, including all improvements thereon.

TERM. The Lease begins on 5/15/20 and shall be a Ten-Year (10) Term, with automatic renewals for an additional five (5) year term. In the event either party opts not to renew this Lease, said non-renewing party shall notice the other not less than six (6) calendar months prior to expiration of the initial term. Either party may terminate the Lease upon substantial breach of this Agreement and prior to written notice to the other party giving a ten (10) day notice to cure the defect to avoid the termination.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$5,000.00 ("Rental Rate") per month for use and possession of the entire Property and all improvements. If payment is not received by the 10th day of the month a late charge of \$20.00 per day thereafter will be charged. Landlord shall give Tenant written notice of the past due lease payment. On the 15th the Landlord may give notice of breach, as stated above and Tenant shall agree to vacate the premise if the breach is not remedied within ten (10) days.

However, Landlord shall remit to the mortgage company that holds a mortgage on the Property \$1600.00 of the Rental Rate every month to ensure the mortgage is timely paid off, as it is vital to Tenant's (or sub tenant's use) use of the Property that the Property be free and clear of any financial institution's encumbrances.

As material inducement to enter into this long-term Lease, Landlord agrees to transfer the beer and wine license associated with the business of Sackett's Kenai Grill & Smokehouse within 30 days of execution of this Lease. Additionally, Tenant shall have the right to use the Business Name "Sackett's Kenai Grill & Smokehouse" for One (1) year and the right to utilize the business signage indicating said business name for one year.

Exhibit B

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USE OF PREMISES. Tenant, or its subtenant, may use the Premises may use the Property for any lawful purpose including, but not limited to retail sales of marijuana and marijuana products, a and marijuana product productions.

UTILITIES AND SERVICES

Tenant shall be responsible for the all utilities and services in connection with the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Tenant shall pay pro-rata share of the property's real estate taxes and assessments for the Premises.

PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

PROPERTY INSURANCE. Tenant shall procure property insurance for the Property in a manner that is commercially reasonable and sufficient to protect the value of the improvements on the Property.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 15 days (or any other obligation within 30 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law. In the event of a default by Tenant, Landlord will contact the Alaska

Marijuana Control Office and ensure Enforcement for AMCO removes all marijuana and marijuana product from facility.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$100.00 for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected using good workmen's craftsmanship

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants. Landlord must abide by Tenant's visitor policy and ensure that no agent or prospective tenant of Landlord attempts to enter the property that is under the age of 21, presents a valid state or federal identification card, and remains in eyesight of a designated agent of Tenant's at all times.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the state, county, municipal and other authorities,

and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

ACKNOWLEDGEMENT OF USE FOR MARIJUANA COMMERCIAL ACTIVITIES AND WAIVER OF ANY DEFENSES OF ILLEGALITY DUE TO FEDERAL LAW OR VOID FOR PUBLIC POLICY: Landlord is aware of and agrees this premise shall be used for marijuana state and local licensed commercial activities. The parties are aware that marijuana cultivation and marijuana sale is illegal under federal law and therefore waive all defenses of non-performance of this contract related to defenses such as void for public policy and illegality under federal law.

MECHANICS LIENS/CLAIM OF LIEN. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens/claim of lien or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Glenn Sackett

TENANT:

Triple Threat Thorp, LLC
c/o Jana Weltzin, Esq.
901 Photo Ave
2nd Floor
Anchorage, Alaska 99503

Welcome View/Pay Your Taxes

Account Detail

EXHIBIT B

Search Results View Assessment Map It Print this Page

KPB Tax Information

PIN	Property Type	Last Update
11903002	Real Property	2/3/2020 1:23:18 AM

Mailing Address: SACKETT GLENN
 PO BOX 673
 COOPER LANDING, AK 99572-0673
 TAG
 67 - KPB ROAD MAINTENANCE

Location: 16021 STERLING HWY

Change of Address

Legal Description
 T 50N R 4W SEC 36 Seward Meridian SW 0003388 US SURVEY 3388

Pay Online

No payment due for this account.

Cart: \$0.00

PAYMENT INFORMATION

Please note that a convenience fee does apply for credit card payments.

- E-Check transactions are free.
- Credit card fee is 2.35% of the tax amount paid.

NOTE: Convenience fees are charged and collected by our payment processor-FIS Global.

QUICK LINKS

- Finance Department
- Sales Tax Division
- Assessing Department
- Land Management Department
- GIS Department
- Mill Rate Info
- Property Tax Calendar
- Holiday Schedule
- Lender Download
- KPB Code regrading
- Delinquency charges-Go to 5.12.080 Taxes-Payments due and delinquent when

Browser Compatibility

This site is best viewed using Google Chrome, Mozilla Firefox OR Internet Explorer 10

The Kenai Peninsula Borough Finance Department makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. If you have any questions, please contact us at (907) 714-2304 or taxquestions@boroughkenai.ak.us

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Alaska.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

Tenant - Triple Threat Thorp, LLC

By: [Signature] Date: 10.5.19
 Bryant Thorp - Managing Member

Landlord - Glenn Sackett

By: [Signature] Date: 11-1-19
 Glenn Sackett

ANCHORAGE DAILY NEWS

AFFIDAVIT OF PUBLICATION

Account #: 386729 Order #: 0001446354 Cost: \$585.00

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

Leilisi Misa
being first duly sworn on oath
deposes and says that she is
a representative of the
Anchorage Daily News, a
daily newspaper. That said
newspaper has been approved
by the Third Judicial Court,
Anchorage, Alaska, and it now
and has been published in the
English language continually as a
daily newspaper in Anchorage,
Alaska, and it is now and during
all said time was printed in an
office maintained at the aforesaid
place of publication of said
newspaper. That the annexed is
a copy of an advertisement as it
was published in regular issues
(and not in supplemental form)
of said newspaper)

December 22, 29/2019, January 5/2020

and that such newspaper was
regularly distributed to its
subscribers during all of said
period. That the full amount of
the fee charged for the foregoing
publication is not in excess of
the rate charged private individuals.

Signed RMA
Subscribed and sworn to before
me this 6 day of JAN-
20 20

J. D. H. H. H.
Notary Public in and for
The State of Alaska,
Third Division
Anchorage, Alaska
MY COMMISSION EXPIRES
7/14/2020

STATE OF ALASKA
NOTARY
PUBLIC
Jada L. Bujnowski

7107 Ventures, LLC is applying under 3 AAC 908.300 for a new Retail Marijuana Store license, license #23777, doing business as AKCTC HERBERT, located at 16021 Sterling Highway, Cooper Landing, AK 99572 UNITED STATES. Interested persons may object to the application by submitting a written statement of reasons for the objection to the local government the applicant and the Alaska Department of Natural Resources (AMCO) not later than 30 days after the date of the local government's decision. The director has determined that the application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at: <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at amco@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.



Jana D. Weltzin
Licensed in Alaska & Arizona
901 Photo Ave
Anchorage, Alaska 99503
Phone 630-913-1113
Main Office 907-231-3750
JDW, LLC
jana@jdw-counsel.com

January 15, 2020

Alaska Marijuana Control Office
550 W. 7th Ave., #1600
Anchorage, AK, 99501

Re: **Objection To Proposed Marijuana Establishment Retail Establishment License**
No. #23777

Dear Marijuana Licensing Office and Honorable Marijuana Control Board:

On January 5, 2020, the AMCO office received an objection from Mr. Courtney Larsen to the proposed marijuana establishment #23777, located at 16021 Sterling Highway, Cooper Landing, AK 99572. In his objection, Mr. Larsen alleged that the proposed marijuana establishment was located in Kenai National Wildlife Refuge (hereinafter "KNWR"), and Chugach National Forest (hereinafter "CNF"). Both of these allegations are incorrect.

Contrary to Mr. Larsen's allegations, the proposed marijuana establishment is not even partially located in either KNWR, or CNF. In fact, the roughly square parcel is clearly demarcated as both "Private," and "Commercial." See EXHIBIT A, KPB Platting Map¹. As for KNWR, the attached map shows that the parcel is comfortably east of the wildlife refuge. See EXHIBIT B, Kenai National Wildlife Refuge Map². For CNF, the U.S. Forest Service map also includes the roughly square parcel upon which the proposed marijuana establishment will be located. The U.S. Forest Service denotes this parcel as "Non-Forest Service Lands." See EXHIBIT C, U.S. Forest Service Map³.

Moving forward, we are happy to work with the community to ensure safe and responsible access to marijuana in the Cooper Landing area. Should you have any questions, then please do not hesitate to contact us at (907) 231-3750, or by email at jana@jdw-counsel.com.

Truly and Sincerely Yours,

Jana D. Weltzin
Jana D. Weltzin, Esq.

¹ <https://gis.kpb.us/map/index.html?viewer=basics>

² <https://www.fws.gov/refuge/kenai/map.html>

³ <https://www.fs.usda.gov/detailfull/ehudach/mags-pubs/?cid=fsprds30591&width=full>



AMCO Received 1/15/2020

1/1

Exhibit B

1/15/2020

EXHIBIT B - Kenai NWR re Cooper Landing.png

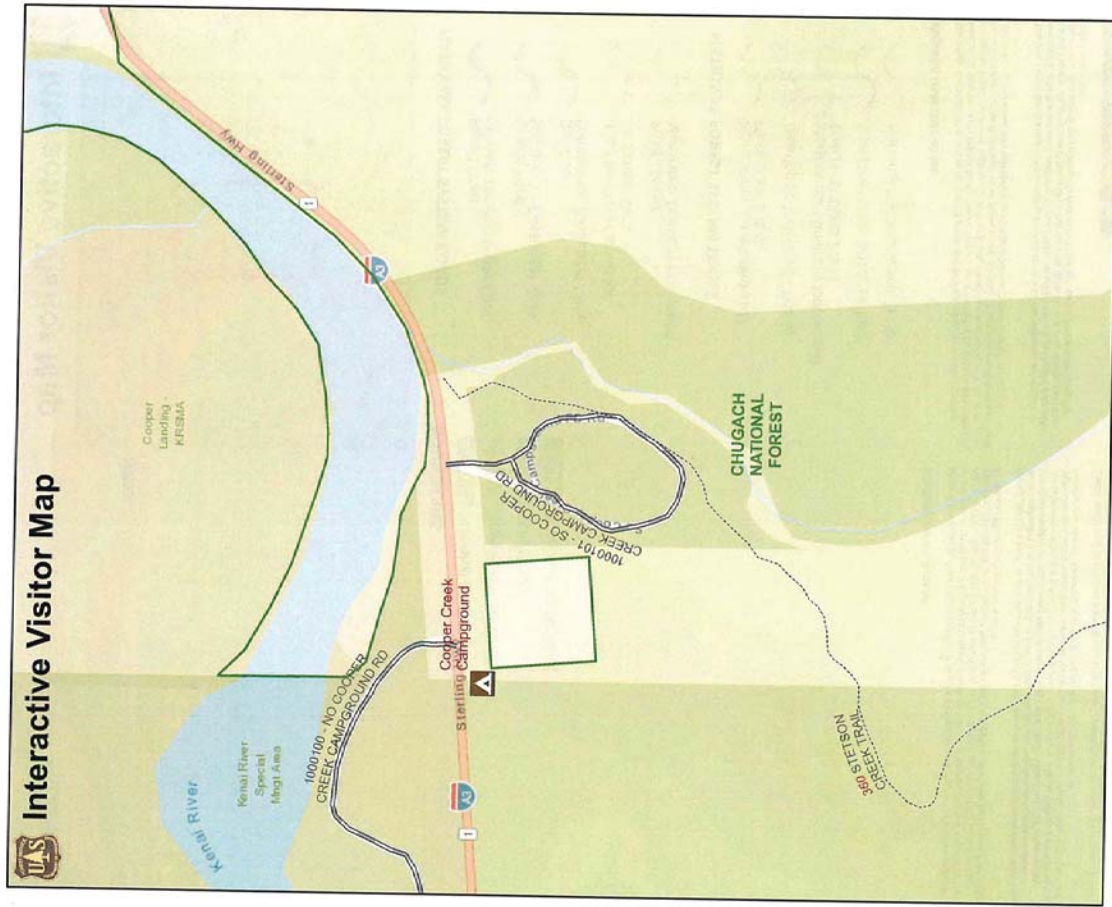


AMCO Received 1/15/2020

AMCO Received 1/15/2020

<https://mail.google.com/mail/u/0/?ui=2&view=blog&ver=mdvbtv59x3y&search=inbox&th=%23thread-s%3A-4066023263397603166&oid=1>

Exhibit C

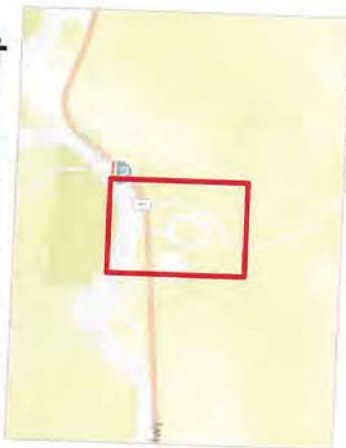


Refer to the official motor vehicle use map (MVUM) before making travel plans.
Other important information about this map is located on page two of this document.
01-06-2020 18:11:44

AMCO Received 1/15/2020

AMCO Received 1/15/2020
Page 1 of 2

Interactive Visitor Map



Notes:

NATIONAL FOREST SYSTEM ROADS

- Paved Road Suitable for Passenger Cars
- Gravel Road Suitable for Passenger Cars
- Dirt Road Suitable for Passenger Cars
- Road Not Maintained for Passenger Cars
- Road Closed
- Motorized Traffic is Prohibited

NATIONAL FOREST SYSTEM TRAILS

- Fully/Highly Developed Trail (Trail Class 5 & 4)
- Developed Trail (Trail Class 3)
- Moderately/Minimally Developed Trail (Trail Class 2 & 1)
- Trail (Trail Class Not Specified)
- National Historic/Scenic Trails

Map and Data Disclaimer

The Interactive Visitor Map and its underlying geospatial data are intended to depict physical features as they generally appear on the ground and are not intended to be used for legal purposes. The map is not a legal instrument and does not constitute a warranty of any kind. The user is responsible for verifying the accuracy of the data and for using the data accordingly.

The U.S. Forest Service makes no warranty, express or implied, for any liability or damages arising from the use of the Interactive Visitor Map. The data are dynamic and may change over time. The user is responsible for verifying the accuracy of the data and for using the data accordingly.



01-06-2020 18:11:44

Limitations on Access

Much of the National Forest System (NFS) is remote. Natural hazards, may or may not be depicted on the Interactive Visitor Map, and land use restrictions may be in place. Operations may be restricted for extended periods. Many designated roads, trails, and areas are subject to seasonal weather conditions and natural resource management. Operations may be restricted for extended periods. Many designated roads, trails, and areas are subject to seasonal weather conditions and natural resource management. Operations may be restricted for extended periods. Many designated roads, trails, and areas are subject to seasonal weather conditions and natural resource management.

Designation of a road, trail, or area should not be interpreted as an invitation to use motor vehicles or as an implication that the road, trail, or area is suitable for use. The user is responsible for verifying the accuracy of the data and for using the data accordingly.

Motor vehicle use may be restricted on motor vehicle use. Obtain information. Violations of the CFR 381.13 are subject to a fine of \$500 and imprisonment for up to 6 months. The user is responsible for verifying the accuracy of the data and for using the data accordingly.

AMCO Received 1/15/2020 Page 2 of 2

AGENDA ITEM F. PUBLIC HEARING

- State application for a marijuana establishment license; Cooper Landing Area

STAFF REPORT

PC MEETING: Monday, March 23, 2020

Applicant: Arctic Herbery

Landowner: Glenn Sackett

Parcel ID#: 119-030-02

Legal Description: U.S. Survey 3388, Section 36, Township 5 North, Range 4 West, Seward Meridian.

Location: 16021 Sterling Highway, Cooper Landing, AK 99572

BACKGROUND INFORMATION: On December 10, 2019, the applicant notified the borough that he/she had submitted an application to the state for a Retail Marijuana Store license. On December 27, 2019, the applicant supplied the borough with a signed acknowledgement form and a site plan on December 17, 2020 of the proposed Retail Marijuana Store on the above described parcel. The Alcohol and Marijuana Control Office notified the borough that the application was complete on February 11, 2020. Staff has reviewed the completed license that has been submitted to the state and the site plan submitted to the borough and has found the following concerning the standards contained in KPB 7.30.020:

- The Borough finance department has been notified of the complete application and they report that the applicant is in compliance with the borough tax regulations.
- Borough planning department staff has evaluated the application and has determined that the proposed facility will be located greater than 1,000 feet from any school.
- Borough planning department staff has evaluated the application and has determined that the proposed facility will be located greater than 500 feet from all recreation or youth centers, and all buildings in which religious services are regularly conducted, and all correctional facilities.
- The proposed facility is not located within a local option zoning district.
- The proposed facility is located where there is sufficient ingress and egress for traffic to the parcel.
 - The parcel has direct access to a state maintained road and does not access a borough right-of-way.
 - The signed acknowledgement form indicates that there will not be any parking in borough rights-of-way.
 - The site plan indicates a clear route for delivery vehicles which allows vehicles to turn safely.
 - On-site parking and loading areas are designated at a location that would preclude vehicles from backing out into the roadway.

- The signed acknowledgement form indicates that the proposed facility will not conduct any business on, or allow any consumer to access, the retail marijuana store's licensed premises, between the hours of 2:00 a.m. and 8:00 a.m.

KPB 7.30.020(E) allows the recommendation of additional conditions on a license to meet the following standards:

- protection against damage to adjacent properties,
- protection against offsite odors,
- protection against noise,
- protection against visual impacts,



- protection against road damage,
- protection against criminal activity, and
- protection of public safety.

The Alaska Marijuana Control Board will impose a condition a local government recommends unless the board finds the recommended condition is arbitrary, capricious, and unreasonable (3 ACC 306.060(b)). If the Planning Commission recommends additional conditions, additional findings must be adopted to support the conditions.

PUBLIC NOTICE: Public notice of the application was mailed on February 18, 2020 to the four landowners of the parcels within 300 feet of the subject parcel. Public notice of the application was published in the March 12, 2020 & March 19, 2020 issues of the Peninsula Clarion.

KPB AGENCY REVIEW: Application information was provided to pertinent KPB staff and other agencies on March 4, 2020.

ATTACHMENTS

- State marijuana establishment application with associated submitted documents
- Site Plan
- Acknowledgement form
- Aerial map
- Area land use map with 500' & 1,000' parcel radius

STAFF RECOMMENDATION

Staff recommends that the planning commission forward this application to the assembly with the findings contained in this staff report and with the recommendation that the following conditions be placed on the state license pursuant to 3 AAC 306.060(b):

1. The marijuana establishment shall conduct their operation consistent with the site plan submitted to the Kenai Peninsula Borough.
2. There shall be no parking in borough rights-of-way generated by the marijuana establishment.
3. The marijuana establishment shall remain current in all Kenai Peninsula Borough tax obligations consistent with KPB 7.30.020(A).
4. The marijuana establishment shall not conduct any business on, or allow any consumer to access, the retail marijuana store's licensed premises, between the hours of 2:00 a.m. and 8:00 a.m.

END OF STAFF REPORT



Office of the Borough Clerk

144 North Binkley Street, Soldotna, Alaska 99669 • (907) 714-2160 • (907) 714-2388 Fax

Johni Blankenship, MMC
Borough Clerk

MARIJUANA LICENSE LOCAL REVIEW STANDARDS ACKNOWLEDGEMENT FORM

Please review the statements below and acknowledge your understanding of the conditions and intent to comply by your signature below.

There shall be no parking in borough rights-of-way generated by the marijuana establishment.

If I have a retail marijuana license, I will not conduct any business on, or allow any consumer to access, the premises, between the hours of 2:00 a.m. and 8:00 a.m. each day.


I must stay current in obligations owed to the Kenai Peninsula Borough or my license may be subject to a protest by the KPB Assembly.

It is my responsibility to abide by all federal, state, and local laws applicable to my marijuana establishment.

I understand Kenai Peninsula Borough staff will enter my property for purposes of evaluating ongoing compliance with KPB 7.30 and any conditions placed on the license by the State of Alaska Marijuana Control Board.

I have received, read and understand the additional review standards and conditions set out in KPB 7.30.

Arctic Herbery
16021 Sterling Highway, Cooper Landing, AK 99572; T 50N R 4W SEC 36 SEWARD
MERIDIAN SW 0003388 US SURVEY 3388
Application for Retail Marijuana Store (License Number: 23777)


Signature

Date

Please return completed form along with site development plan to the KPB Clerk's

Kenai Peninsula Borough Planning Commission Meeting - March 23, 2020
Assembly Meeting - April 7, 2020
Recommendation on an Application for a State Marijuana Establishment License
KPB Parcel ID: 119-030-02
16021 Sterling Highway

Aerial Map

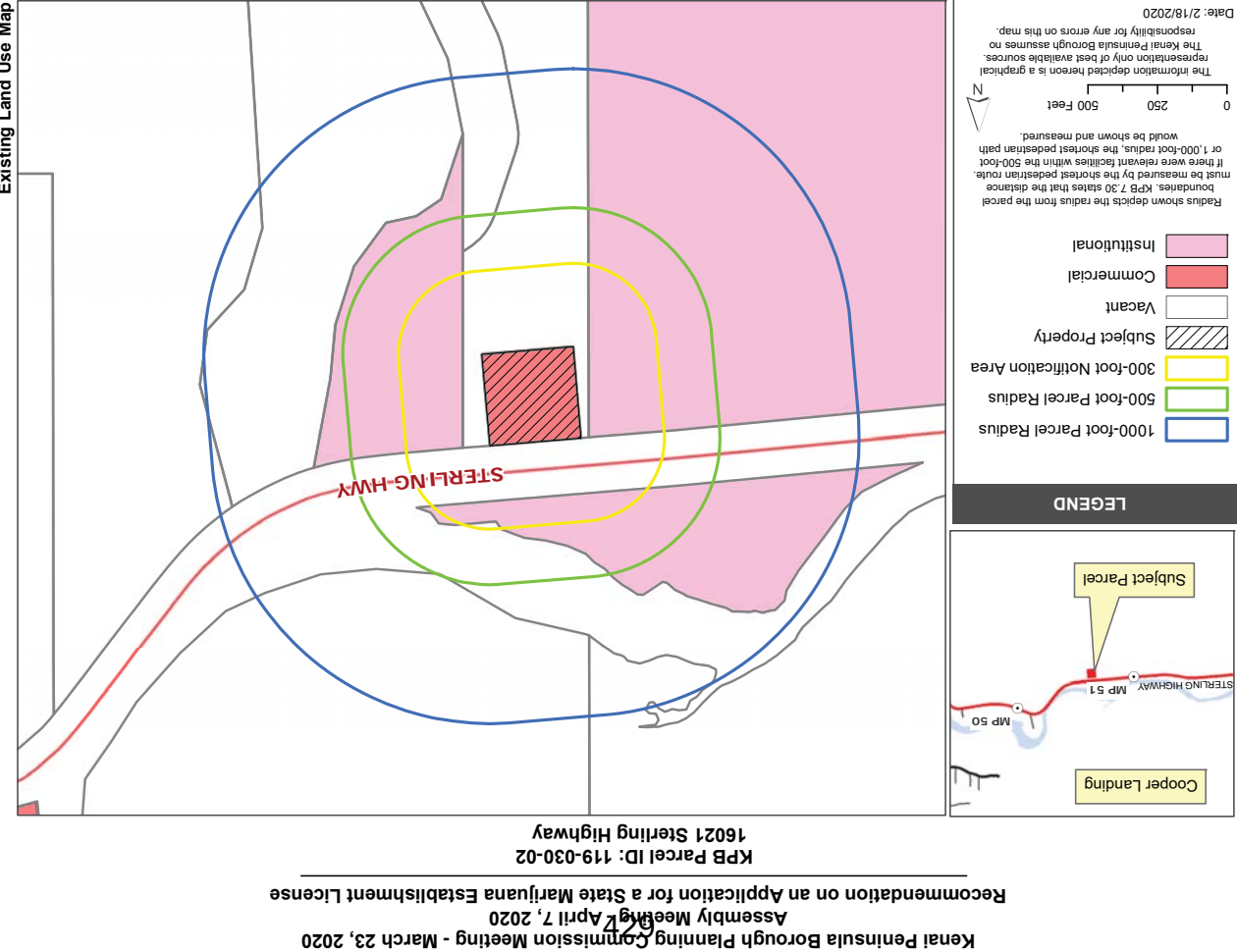


LEGEND

 Subject Property

Radius shown depicts the radius from the parcel boundaries. KPB 7.30 states that the distance must be measured by the shortest pedestrian route. If there were relevant facilities within the 500-foot or 1,000-foot radius, the shortest pedestrian path would be shown and measured.
The information depicted hereon is a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.

Date: 2/18/2020



Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

Charlie Pierce
Borough Mayor

February 18, 2020

Kenai Peninsula Borough Planning Commission Meeting - March 23, 2020
Assembly Meeting April 7, 2020
Recommendation on an Application for a State Marijuana Establishment License

KENAI PENINSULA BOROUGH PLANNING COMMISSION NOTICE OF PUBLIC HEARING

Public notice is hereby given that the Kenai Peninsula Borough has been notified of an application for a Retail Marijuana Store license in the Cooper Landing Area. The Borough will hold a public hearing prior to providing comments to the State on this application. This notice is being sent to landowners located within a 300-foot radius of the subject property. All members of the public are invited to comment. The application under consideration is described as follows:

Applicant: Arctic Herbery

Landowner: Glenn Sackett

Parcel Number: 119-030-02

Property Description: U.S. Survey 3388, Section 36, Township 5 North, Range 4 West, Seward Meridian.

Location: 16021 Sterling Highway, Cooper Landing, AK 99572

Proposed Land Use: The applicant wishes to obtain a license from the Alaska Marijuana Control Board for a Retail Marijuana Store on the parcel listed above.

Applicable Code: State marijuana applications are reviewed by the borough in accordance with KPB 7.20 and 7.30. Copies of these ordinances are available from the Clerk's Office or on the KPB website at: kpb.us. State regulations (3 AAC 306) allow local jurisdictions to protest the issuance of marijuana licenses and recommend conditions to be placed upon licenses.

Cooper Landing Advisory Planning Commission Meeting: A meeting will be held by the Cooper Landing Advisory Planning Commission to consider the application on **Wednesday, March 18, 2020**, commencing at 6:00 p.m. The meeting will be held at the Cooper Landing Community Hall, 18511 Bean Creek Rd.

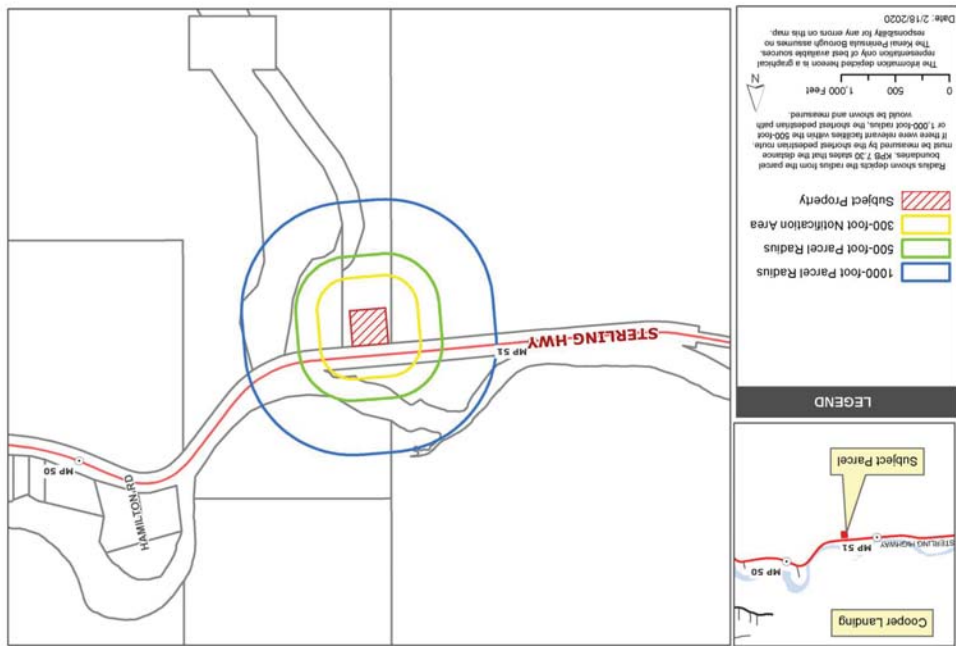
Public Hearing: A hearing will be held by the Kenai Peninsula Borough Planning Commission to consider the application on **Monday, March 23, 2020**, commencing at 7:30 p.m., or as soon thereafter as business permits. The meeting will be held in the assembly chambers of the borough administration building located at 144 N. Binkley Street, Soldotna, Alaska.

Public Comment: Those wishing to comment may come to the above meetings to give testimony or may submit a written statement addressed to: Planning Commission Chairman, 144 N. Binkley, Soldotna, Alaska 99669. A statement addressed to the chairman may also be emailed to: bwall@kpb.us, or faxed to (907) 714-2378. Please provide written statements by 1:00 P.M., Friday, March 20, 2020.

For additional information about this application, please call the planning department at (907) 714-2206, or 1-800-478-4441 (toll free within the Kenai Peninsula Borough).

Bruce Wall, AICP
Planner

Please turn over for map.




Kenai Peninsula Borough

Office of the Borough Mayor

MEMORANDUM

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

FROM: Charlie Pierce, Kenai Peninsula Borough Mayor 

DATE: April 21, 2020

RE: Ninilchik Anchor Point Joint Service Area Work Group Appointment(s)

Pursuant to Resolution 2020-025, appointments to the Ninilchik Anchor Point Joint Service Area Work Group are recommended by the Borough Mayor, subject to confirmation by the Assembly. I hereby submit my recommendation for confirmation by the Assembly, of the following appointment(s) to the Ninilchik Anchor Point Joint Service Area Work Group. The applicant(s) have been verified per the residency requirements prescribed in Section 1 (B) of Resolution 2020-25.

Applicant

Troy Laky
Debbie Cary
Dawson Slaughter
Jolayne Soplanda
Lara McGinnis

Conrad V. Matuoka
Bradley D. Smith

Board Seat

Seat A – Ninilchik Resident
Seat B - Ninilchik Resident
Seat C – Anchor Point FESA Resident
Seat D – Anchor Point FESA Resident
Seat E – Other

Alternate Seat A/B – Ninilchik Resident
Alternate Seat C/D – Anchor Point FESA Resident

Thank you for your consideration.

Debbie Cary is a Ninilchik Resident TGA 65 - Confirmed by JB 3/27/20

Blankenship, Johni

From: Kenai Peninsula Borough <webmaster@kpb.us>
Sent: Thursday, March 26, 2020 2:58 PM
To: Blankenship, Johni; Shassetz, Tatyana
Cc: McLane, Stryker
Subject: NAP/SAWG Membership Application from Debbie V Cary

Hello,

A membership application has been submitted by Debbie V Cary, reachable at debbiecary11@gmail.com.

Ninilchik – Anchor Point Joint Service Area Work Group Membership Application

Name:	Debbie V Cary	Seat Selection:	Seat A - Ninilchik Resident
Comments (Seat E only):			
Email Address:	debbiecary11@gmail.com	Phone Number:	(907)398-8308
Residence Address:	66370 Alder Ave	Mailing Address:	P.O. Box 39317

Residence City:	Ninilchik	Mailing City:	Ninilchik
Residence State:	AK	Mailing State:	AK
Residence Zip Code:	99639	Mailing Zip Code:	99639
Identifier:	DOB	Date of Birth:	██████████
Voter #:		SSN:	

Troy Laky is a register voter in the Ninilchik Precinct 31-390 and Ninilchik Resident TAG 65 (JB)

Blankenship, Johni

From: Kenai Peninsula Borough <webmaster@kpb.us>
Sent: Friday, April 10, 2020 11:59 AM
To: Blankenship, Johni; Shassetz, Tatyana
Cc: McLane, Stryker
Subject: NAPJSAWG Membership Application from Troy laky
Attachments: 5e90d01adb364-Troy Laky Resume.docx

Hello,

A membership application has been submitted by Troy laky, reachable at troylaky81@gmail.com.

Ninilchik – Anchor Point Joint Service Area Work Group Membership Application

Name:	Troy laky	Seat Selection:	Seat A - Ninilchik Resident
Comments (Seat E only):			
Email Address:	troylaky81@gmail.com	Phone Number:	907-299-3437
Residence Address:	16785 Holly St	Mailing Address:	po box 39383

Residence City:	ninilchik	Mailing City:	Ninilchik
Residence State:	AK	Mailing State:	AK
Residence Zip Code:	99639	Mailing Zip Code:	99639
Identifier:	SSN	Date of Birth:	
Voter #:		SSN:	

Troy Laky

PO Box 39383, Ninilchik, AK 99639 | (907) 299-3437 | troylaky81@gmail.com

Objective Education

NINILCHIK EMT1 AND FF1

JOURNEYMAN ELECTRICIAN CARD | 2017

TWIC CARD HOLDER | 2017

ALASKA STATE EMT 1 | 2018

**UNITED STATES ARMY VETERAN | GENERAL DISCHARGE UNDER HONORABLE
CONDITIONS | 2001**

GED | LEE ADULT EDUCATION | 1997

Skills & Abilities

- Current driver's license with a clean driving record
- Excellent safety record, experience in Emergency response plans, knowledge of struck-by/caught-in/caught-between hazards
- Experience working remotely while in the army and in confined quarters
- CPR/First Aid certified
- Radio and communication experience
- Service electrician with new construction and remodel experience, Industrial, Commercial, and Residential
- 120/208v 240/277v 480v
- Experience in Motor and pump wiring and service
- Troubleshooting maintenance and repair
- Able to speak and write good English
- Experience in collaborating with supervisors in regards to maintenance, repairs and planning ahead to avoid the risk of delay
- Have all tools necessary to complete all jobs and functions

Experience

JOURNEYMAN ELECTRICIAN | WOODWORTH ELECTRIC | 01/2018 TO PRESENT

- New construction and maintenance for industrial, residential and commercial properties

- Service and maintenance of all electrical exceeding 30V at the South Peninsula Hospital.
- Currently running a 30,000 SQF commercial remodel with 600Amp service in Homer Alaska
- Inspected electrical components such as transformers and circuit breakers.
- Identified electrical problems and repaired, residential commercial and industrial.
- All work performed in a safe and workmanlike manner

JOURNEYMAN ELECTRICIAN | BAKER CONSTRUCTION | 11/17 TO 01/2018

- New construction and remodel of residential and commercial properties located in the remote Arctic region of Alaska. Primarily located in Barrow but also in the remote villages.
- 120/240 277 and 480v Construction
- All work performed in a safe and workmanlike manner

JOURNEYMAN ELECTRICIAN | WOODWORTH ELECTRIC | 5/17 TO 11/17

- New construction and maintenance for residential and commercial properties
- Service and maintenance of all electrical exceeding 30V at the South Peninsula Hospital.
- Remodeled 2 operating room as at the South Peninsula Hospital and installed all fire alarm as required.
- Installed all VFDs in the hospital. Coordinated all work to be able to be done in between surgeries as not to disturb the Surgeons.
- 120/240 277/480v Construction.

SERVICE ELECTRICIAN | ATS ELECTRIC | 8/13 TO 4/17

- Install, maintain, and repair electrical wiring, equipment, and fixtures.
- Ensure that work is in accordance with relevant codes.
- Read Blueprints and diagrams.
- Inspected electrical components such as transformers and circuit breakers.
- Identified electrical problems and repaired, residential commercial and industrial.
- Performed all duties in a safe and workmanlike manner.

ELECTRICIAN | PATRIOT ELECTRIC LLC | 5/09 TO 8/13

- Owner Operator of an Industrial, Commercial, and Residential electrical service company ROC#267018
- Service changeouts at meters and electrical SES
- Service upgrades and replacements for safety and reliability
- Install, maintain, and repair electrical wiring, equipment, and fixtures.
- Ensure that work is in accordance with relevant codes.
- Read Blueprints and diagrams.
- Inspected electrical components such as transformers and circuit breakers.
- Identified electrical problems and repaired, residential commercial and industrial.
- Performed all duties in a safe and workmanlike manner.

Conrad Matsuoka is registered to vote in 31-390 Ninilchik Precinct, TGA 65

Blankenship, Johni

From: Kenai Peninsula Borough <webmaster@kpb.us>
Sent: Friday, April 10, 2020 4:02 PM
To: Blankenship, Johni; Shassetz, Tatyana
Cc: McLane, Stryker
Subject: NAPJSAWG Membership Application from Conrad V. Matsuoka

Hello,

A membership application has been submitted by Conrad V. Matsuoka, reachable at fishmatsuoka@msn.com.

Ninilchik – Anchor Point Joint Service Area Work Group Membership Application

Name:	Conrad V. Matsuoka	Seat Selection:	Seat A - Ninilchik Resident
Comments (Seat E only):			
Email Address:	fishmatsuoka@msn.com	Phone Number:	2537404716
Residence Address:	63819 Evergreen Ave	Mailing Address:	P.O. Box 39564

Residence City:	Ninilchik	Mailing City:	Ninilchik
Residence State:	AK	Mailing State:	AK
Residence Zip Code:	99639	Mailing Zip Code:	99639
Identifier:	DOB	Date of Birth:	██████████
Voter #:		SSN:	

Steve Vanek is a Ninilchik Resident TGA 65 - Confirmed by JB 3/27/20

Blankenship, Johni

From: Kenai Peninsula Borough <webmaster@kpb.us>
Sent: Thursday, March 26, 2020 2:14 PM
To: Blankenship, Johni; Shassetz, Tatyana
Cc: McLane, Stryker
Subject: NAP/SAWG Membership Application from steve vanek

Hello,

A membership application has been submitted by steve vanek, reachable at smlvanek@gmail.com.

Ninilchik – Anchor Point Joint Service Area Work Group Membership Application

Name:	steve vanek	Seat Selection:	Seat A - Ninilchik Resident
Comments (Seat E only):			
Email Address:	smlvanek@gmail.com	Phone Number:	907-567-3470
Residence Address:	15304 BAYVIEW STREET	Mailing Address:	PO BOX 39103

Residence City:	Ninilchik	Mailing City:	Ninilchik
Residence State:	Alaska	Mailing State:	Alaska
Residence Zip Code:	99639	Mailing Zip Code:	99639
Identifier:	DOB	Date of Birth:	
Voter #:		SSN:	

Dawson Slaughter is registered voter in the 31-300 Anchor Point precinct (JB)

Blankenship, Johni

From: Kenai Peninsula Borough <webmaster@kpb.us>
Sent: Friday, April 10, 2020 12:03 PM
To: Blankenship, Johni; Shassetz, Tatyana
Cc: McLane, Stryker
Subject: NAPJSAWG Membership Application from Dawson Slaughter

Hello,

A membership application has been submitted by Dawson Slaughter, reachable at slaughterdawson1@gmail.com.

Ninilchik – Anchor Point Joint Service Area Work Group Membership Application

Name:	Dawson Slaughter	Seat Selection:	Seat C - Anchor Point Fire & Emergency Service Area Resident
Comments (Seat E only):			
Email Address:	slaughterdawson1@gmail.com	Phone Number:	9072994775
Residence Address:	34290 Eason LN	Mailing Address:	PO BOX 1065

Residence City:	Anchor Point	Mailing City:	Anchor Point
Residence State:	AK	Mailing State:	AK
Residence Zip Code:	99556	Mailing Zip Code:	99556
Identifier:	DOB	Date of Birth:	██████████
Voter #:		SSN:	

Jolayne Splanda is a registered voter in 31-390 Ninilchik Precinct TGA 68 APFESA 4/13 (JB)

Blankenship, Johni

From: Kenai Peninsula Borough <webmaster@kpb.us>
Sent: Friday, April 10, 2020 4:36 PM
To: Blankenship, Johni; Shassetz, Tatyana
Cc: McLane, Stryker
Subject: NAPJSAWG Membership Application from Jolayne Soplanda
Attachments: 5e9110d698a0d-resume.pdf

Hello,

A membership application has been submitted by Jolayne Soplanda, reachable at jsoplanda@gmail.com.

Ninilchik – Anchor Point Joint Service Area Work Group Membership Application

Name:	Jolayne Soplanda	Seat Selection:	Seat D - Anchor Point Fire & Emergency Service Area Resident
Comments (Seat E only):			
Email Address:	jsoplanda@gmail.com	Phone Number:	907-399-4180
Residence Address:	70807 Katana	Mailing Address:	PO Box 343

Residence City:	Anchor Point	Mailing City:	Anchor Point
Residence State:	AK	Mailing State:	AK
Residence Zip Code:	99556	Mailing Zip Code:	99556
Identifier:	DOB	Date of Birth:	██████████
Voter #:		SSN:	

Jolayne L. Soplanda

P.O. Box 343
Anchor Point, AK 99556
(907)399-4180
(907)235-4130
jsoplanda@gmail.com

Objective

Seeking a full time position in housekeeping with Arctic Catering

Employment History

10/01/2001 - Volunteer/EMT 1

Present Anchor Point Volunteer Fire Department Anchor Point, AK
Currently Certified EMT 1 and Vice President of Fire Department Board. Work on as needed basis.

01/01/2002 - Substitute Support Staff

Present Kenai Peninsula Borough School District Homer/Anchor Point, AK
Trained Substitute for school district. Work in Homer area schools as Secretary, Custodian and Special Education Aide.

11/01/2016 - Housecleaning

Present Northwoods Cabins/ Jeane Englishbee Anchor Point, AK
Remaking beds, cleaning bathroom areas, sweeping, dusting, and general cleaning where and as needed.

08/19/2011 - Special Education Aide

05/22/2016 Kenai Peninsula Borough School District Anchor Point, AK
Helped and guided special needs students through their school day and taught them self sufficiency skills. Provided assistance to teachers in instructing children, following prepared lesson plans, administering tests, and preparing instructional materials. Assisted in instruction of students in academic areas, life skills, behavioral/social skills, and functional/ vocational skills. Followed prescribed behavior intervention plans. Conducted small group instruction under the supervision of a special education teacher and assisted students by modifying curriculum in the general education classroom as directed by special education teacher.

09/01/2002 - Provider/Youth

02/01/2007 Homer Community Mental Health Anchor Point, AK
Worked with youth in schools and classrooms to assist with daily needs. Worked and supervised consumers as Skills Trainer at their job site.

Education

Other

State of Alaska

EMT Certification
High School Diploma or Equivalent

AK
Matanuska Highschool Correspondence
AK

Additional Information

- 10 years plus housekeeping services at the fishing lodge that my husband and I own and run together.

Lara McGinnis resides at 40593 Kalifornsky Beach Rd TGA 58 - Confirmed by JB 3/27/20

Blankenship, Johni

From: Kenai Peninsula Borough <webmaster@kpb.us>
Sent: Thursday, March 26, 2020 4:05 PM
To: Blankenship, Johni; Shassetz, Tatyana
Cc: McLane, Stryker
Subject: NAPJSAWG Membership Application from Lara McGinnis
Attachments: 5e7d431d7bc11-MUSE Resume.docx

Hello,

A membership application has been submitted by Lara McGinnis, reachable at laramcginnis@yahoo.com.

Ninilchik – Anchor Point Joint Service Area Work Group Membership Application

Name:	Lara McGinnis	Seat Selection:	Seat E - Other
Comments (Seat E only):	I own a home in Ninilchik. I have my degree in Business Management with an emphasis in Non Profit management. I ran the Kenai Peninsula Fair for 13 years and continue to work with the community fundraising and promoting tourism.		
Email Address:	laramcginnis@yahoo.com	Phone Number:	9073984468
Residence Address:	40593 Kalifornsky Beach Rd	Mailing Address:	P O BOX 39688

Residence City:	Kenai	Mailing City:	NINILCHIK
Residence State:	AK	Mailing State:	ALASKA
Residence Zip Code:	99611	Mailing Zip Code:	99639
Identifier:	DOB	Date of Birth:	
Voter #:		SSN:	

Kodiak Rodeo & Fair Association

Lara McGinnis

MUSE Consulting

PO Box 39688

Ninilchik, AK 99639

Phone: 907-398-4468

Email: laramcginnis@yahoo.com

► Via email

Dear Fair Board,

Thank you for taking the time to consider my proposal to help with your 501©3 reclassification.

Allow me to introduce myself. I became the Kenai Peninsula Fair manager in 2004. In 2010 I made the decision to pursue my degree in business management with an emphasis on nonprofit to help take the fair and the other nonprofits I worked with to the next level, and to better serve my community. I obtained my degree in 2014. I took all of my electives in non-profit management. These classes were created and suggested by the Foraker Group. I wrote my senior thesis on fundraising for nonessential nonprofits. I've successfully written over 2 million dollars' worth of grants and helped various nonprofits raise over \$750,000 in the last 10 years.

My current clients include Soldotna Wednesday Market, Kenai Saturday Market, Matti's Farm, Diamond M Ranch Resort and the Kenai Peninsula Fair.

Quote: 501©3 application – I will help you refile your Articles of Incorporation, and process your application for change of status with the IRS. In addition, I will create your forecasted budget and other necessary documents as required for this filing. I'm expecting this to take approximately 60 hours to complete from start to finish. I am aware of the challenges and expenditures you have already made trying to accomplish this; for that reason, I will cap the total amount that you will pay at \$1,500. If there are some unforeseen hurdles that make this application exceed my estimate I will donate my time to complete the process. I successfully helped the Kenai Peninsula Fair Association become designated as a 501©3 and so I'm very confident in my abilities to make this happen.

Other services: Booking Entertainment, Fundraising (including securing sponsorships), Grant Writing, and Marketing. My flat rate is \$25 per hour.

As you can see I have vast experience in supporting nonprofits, especially those connected to the Fair industry, and I look forward to being able to help you.

Sincerely,

Lara E. McGinnis

Lara McGinnis

P O Box 39688

Ninilchik, AK 99639

Phone: (907) 398-4468

E-mail: laramcginnis@yahoo.com

MISSION STATEMENT: Inspiring and supporting nonprofits to meet their full potential.

EXPERIENCE

M.U.S.E. Consulting

July 2004 to Present

Owner

- Marketing
- Fundraising
- Networking
- Bookkeeping
- Event Planning
- Budgeting
- Advising
- Grant writing

Kenai Peninsula Fair

July 2004 to April 2017

Executive Director

- Prepare annual budget and annual report to include spending, capital improvements and P&L.
- Secure grants and locate other funding sources to help sustain the fair.
- Coordinate annual fundraiser and pursue other ideas that could increase revenue to the fair.
- Work with the Peninsula community to find new ways to help promote agriculture, art, rodeo and other venues that would be a good fit with the fair's mission statement.
- Organize a three-day event with over 6,000 attendees every year.
- Day-to-day operations of the facility, to include seasonal staff hiring and supervision.

Cook Inlet Housing Authority

Jan 2002 to August 2010

Senior Community Director

- Oversee 64 senior apartment units located in Kenai, Ninilchik & Seldovia.
- Supervise staff at all three properties.
- Submit proposed budgets for all properties annually and monitor them.
- Procurement for purchases under \$3,000
- Make quarterly inspections and submit reports to VP of Operations and Chief Council.
- Review all applications, perform background checks, process lease violations and evictions.

Owen Agency/Northwestern Mutual Life Ins., Gadsden, AL

Nov. 1997 to Dec. 2001

Office Manager/Administrative Assistant

- Bookkeeping for both business and personal accounts of District Manager.
- New Agent onboarding.
- Maintained client database and service work for over 4,000 active clients

SKILLS

- PR including social media
- Quickbooks
- Contract Negotiations
- Procurement
- Fundraising
- MS OFFICE Suite esp. Excel
- Grant writing and reports
- Networking
- Communication
- Event planning

EDUCATION

Alaska Pacific University, BA Business Admin. Anchorage, AK

May 2014

- Graduated Magna Cum Laude

VOLUNTEER WORK

• Soldotna Rotary Club President	• Ninilchik Chamber of Commerce
• Ninilchik Emergency Services	• Alaska Fair Association President
• Ninilchik School	• Matti's Farm
• Alaska State Fair	• Trailblazer 4H & FFA
• Peninsula Horsemen's Association	• Alaska Healing Hearts

REFERENCES

Mary Jackson, Kenai AK

(907) 398-0710

Mary Chouinard, Anchorage AK

(907) 244-3709

Greg Encelewski, Ninilchik AK

(907) 398-0884

Shirley Cox, Happy Valley AK

(541) 561-2143

Kenai Peninsula Borough
Office of the Borough Mayor

MAYOR'S REPORT TO THE ASSEMBLY

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

FROM: Charlie Pierce, Kenai Peninsula Borough Mayor

DATE: April 21, 2020



Assembly Request / Response

None

Agreements and Contracts

- a. Authorization to Award a Contract for ITB20-017 Funny River Transfer Site Expansion to CIC, Inc., Soldotna, Alaska.
- b. Authorization to Award a Contract for ITB20-016 Area 2 Solid Waste and Recycle Container Hauling to Moore & Moore Services, Inc., dba Quick Sanitation, Homer, Alaska.
- c. Authorization to Award a Contract for ITB20-015 Area 1 Solid Waste and Recycle Container Hauling to Alaska Waste – Kenai Peninsula LLC., Soldotna, Alaska.
- d. Nikiski Fire Station No.3 Emergency Alerting System (G2) install contracted to Kachemak Electric.
- e. Authorization to Award a Contract for ITB20-018 North Peninsula Recreation Service Area Boiler Replacement to Peninsula Construction, Inc., Kenai, Alaska.
- f. Soul Source Waiver to enter into a contract with Love Inc. of the Kenai Peninsula.
- g. Authorization to Award a Contract for ITB20-020 Gym Floor Refinishing 2020 to Alaskan Industries, Wasilla, Alaska.

Other

- a. Revenue – Expenditure Report – February 2020
- b. Budget Revisions – February 2020
- c. Revenue – Expenditure Report – March 2020
- d. Budget Revisions – March 2020

**Kenai Peninsula Borough
PURCHASING AND CONTRACTING DEPARTMENT**

MEMORANDUM

TO: Charlie Pierce, Mayor
THRU: John Hedges, Purchasing & Contracting Director *John Hedges*
FROM: Carmen Vick, Project Manager *Carmen Vick*
DATE: March 5, 2020
RE: Authorization to Award a Contract for ITB20-017
Funny River Transfer Site Expansion

The Purchasing and Contracting Office formally solicited and received bids for ITB20-017 Funny River Transfer Site Expansion. Bid packets were released on January 28, 2020 and the Invitation to Bid was advertised in the Peninsula Clarion and the Anchorage Daily News on January 28, 2020

The project consists of the following: Expanding the current Funny River Transfer Site and construct a transfer site that is uniform in design and functionality with other KPB Transfer Sites. The scope of work includes site clearing, prepping for road and parking, concrete pads, curbs, retaining walls, lighting-poles, wiring, camera systems, fencing, gates and landscaping of old and new sites.

On the due date of February 27, 2020 nine (9) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$540,917.50 was submitted by CIC, Inc., Soldotna, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 411.32570.20FUN.43011.

CP

Charlie Pierce, Mayor

3/6/2020

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>411.32570.20FUN.43011</u>
Amount	<u>\$540,917.50</u>
By: <i>CP</i>	Date: <u>3/5/20</u>

CP

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB20-017 Funny River Transfer Site Expansion

CONTRACTOR	LOCATION	BASE BID
CIC, Inc.	Soldotna, AK	\$540,917.50
Foster Construction, LLC	Soldotna, AK	\$594,800.00
Peninsula Construction Inc. Great Northern Construction & Management	Kenai, AK	\$723,150.00
D & L Construction Co., Inc.	Soldotna, AK	\$786,000.00
Bristol Site Contractors, LLC	Cooper Landing, AK	\$926,869.00
Steppers Construction, Inc.	Anchorage, AK	\$1,067,762.79
Big Dipper Construction, Inc.	Wasilla, AK	\$1,075,650.38
SR Bales Construction, Inc.	Wasilla, AK	\$1,163,451.72
	Anchorage, AK	\$1,460,000.00

DUE DATE: February 27, 2020

KPB OFFICIAL:  **John Hedges, Purchasing & Contracting Director**

Kenai Peninsula Borough
Solid Waste Department

MEMORANDUM

TO: Charlie Pierce, Mayor
THRU: John Hedges, Purchasing & Contracting Director *AW*
FROM: Jack Maryott, SWD Director *JM*
DATE: March 5, 2020
RE: Authorization to Award a Contract for ITB20-016 Area 2 Solid Waste and Recycle Container Hauling

The Purchasing and Contracting Office formally solicited and received bids for the ITB20-016 Area 2 Solid Waste and Recycle Container Hauling project. Bid packets were released on January 30, 2020, and the Invitation to Bid was advertised in the Peninsula Clarion on January 30, 2020.

The project consists of operating and maintaining solid waste and recycle collection sites located on the lower Kenai Peninsula, in accordance with the bid documents.

On the due date of February 26, 2020, two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$159,684.55 was submitted by Moore & Moore Services, Inc. dba Quick Sanitation, 3900 Sterling Highway, Homer, Alaska 99603.

Your approval for this bid award is hereby requested. Funding for this project is in account number 290.32570.00000.43011.

[Signature]

Charlie Pierce, Mayor

3/6/2020

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct No.	<u>290.32570.00000.43011</u>
Amount	<u>\$159,684.55 (FY2021) *</u>
By: <u>PM</u>	Date: <u>3/5/20</u>


* Contingent upon Assembly
approval of FY2021 budget.
[Signature]

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB20-016 Area 2 Solid Waste and Recycle Container Hauling

CONTRACTOR	LOCATION	BASE BID
Moore & Moore Services dba Quick Sanitation	Homer, AK	\$159,684.55
Alaska Waste - Kenai Peninsula LLC	Soldotna, AK	\$182,741.97

DUE DATE: February 26, 2020

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Solid Waste Department

MEMORANDUM

TO: Charlie Pierce, Mayor

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

FROM: Jack Maryott, SWD Director *JM*

DATE: March 5, 2020

RE: Authorization to Award a Contract for ITB20-015 Area 1 Solid Waste and Recycle Container Hauling

The Purchasing and Contracting Office formally solicited and received bids for the ITB20-015 Area 1 Solid Waste and Recycle Container Hauling project. Bid packets were released on January 30, 2020, and the Invitation to Bid was advertised in the Peninsula Clarion on January 30, 2020.

The project consists of operating and maintaining solid waste and recycle collection sites located on the upper Kenai Peninsula, in accordance with the bid documents.

On the due date of February 26, 2020, one (1) bid was received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$346,489.87 was submitted by Alaska Waste – Kenai Peninsula LLC, 47323 Merrywood Avenue, Soldotna, Alaska 99669.

Your approval for this bid award is hereby requested. Funding for this project is in account number 290.32570.00000.43011.

Ch

Charlie Pierce, Mayor

3/6/2020

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>290.32570.00000.43011</u>
Amount	<u>\$346,489.87 (FY2021) *</u>
By:	<u>pp</u> Date: <u>3/5/20</u>


* Contingent upon Assembly
approval *q* FY2021 budgd.

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB20-015 Area 1 Solid Waste and Recycle Container Hauling

CONTRACTOR	LOCATION	BASE BID
Alaska Waste - Kenai Peninsula LLC	Soldotna, AK	\$346,489.87

DUE DATE: February 26, 2020

KPB OFFICIAL:  **John Hedges, Purchasing & Contracting Director**

Kenai Peninsula Borough
Purchasing & Contracting Department

MEMORANDUM

TO: Charlie Pierce, Borough Mayor
FROM: John Hedges, Purchasing & Contracting Director *JH WSC*
DATE: March 20, 2020
RE: Nikiski Fire Station No. 3 Emergency Alerting System (G2) install contract.

Under Section 5.28.280(a)(1) of Borough Code, The Kenai Peninsula Borough Purchasing and Contracting Department request the purchase, installation and setup of an Emergency Alerting System (G2) for the Nikiski FS#3.

The system is standard design for the Fire Service Area and there is only one certified installer within the geographical region – Kachemak Electric. Additionally, if Kachemak Electric is contracted by the system supplier, US Digital Designs Inc., then there is a 30% Markup to the project cost.

Your approval is requested to allow award of this contract to Kachemak Electric for the project total amount of \$ 30,593.00.

Approved: *Charlie Pierce*, *For* 3-23-20
Charlie Pierce, Mayor Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>441.51110.19411.43011</u>
Amount	<u>\$30,593.00</u>
By: <u><i>PP</i></u>	Date: <u>3/20/20</u>

For BH

Kenai Peninsula Borough

Purchasing and Contracting Department

MEMORANDUM

TO: Charlie Pierce, Mayor

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

FROM: Carmen Vick, Project Manager *C. Vick*

DATE: March 25, 2020


RE: Authorization to Award a Contract for ITB20-018
North Peninsula Recreation Service Area Boiler Replacement

The Purchasing and Contracting Office formally solicited and received bids for ITB20-018 North Peninsula Recreation Service Area Boiler Replacement. Bid packets were released on February 18, 2020 and the Invitation to Bid was advertised in the Peninsula Clarion and the Anchorage Daily News on February 18, 2020.

The project consists of Provide all labor and materials to procure and install a Riello Array AR1500 Boiler, Stack and related system equipment per KPB Design Documents. Scope of work also includes demo and disposal of an existing Birchfield Type 25190 Boiler, stack and equipment. Time-line for Demo/Install to be coordinated with Kenai Peninsula Borough & North Peninsula Recreation Service Area.

On the due date of March 18, 2020 two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$286,100.00 was submitted by Peninsula Construction, Inc., Kenai, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 459.61110.20455.43011.



Charlie Pierce, Mayor

3/26/2020

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	459.61110.20455.43011
Amount	\$286,100.00
By: <i>PP</i>	Date: 3/26/2020

[Signature]

PH

Kenai Peninsula Borough

Purchasing & Contracting Department

MEMORANDUM

TO: Charlie Pierce, Borough Mayor

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

FROM: Dan Nelson, Office of Emergency Management Manager *DN*

DATE: April 6, 2020

RE: Love Inc of the Kenai Peninsula Sole Source Waiver

Per KPB Code of Ordinances, Section 5.28.290 Emergency Procurement.

The Kenai Peninsula Borough (KPB) issued a Local Disaster Declaration on March 16, 2020 as a result of the coronavirus (COVID-19). The Office of Emergency Management (OEM) is requesting the authorization to enter into contract with Love, Inc of the Kenai Peninsula for the purpose of provisioning volunteer and donation management services related to the Borough response of the COVID-19 Pandemic.

Love Inc. has previously worked with the OEM over the past year formulating our whole community framework which is now being employed for the first time during this incident. They have knowledge of the intent of the community framework, and have a presence or affiliates that serve each community within the Kenai Peninsula Borough.

They have staffing that can immediately be detailed to the disaster and are supported by their national organization to provide disaster relief services. They have already lined up local resources to put the donation management structure in place.

Contracting with Love Inc. will provide an immediate benefit to the incident response and to the Kenai Peninsula Borough. This contract is currently written for an amount not to exceed \$9,500, but may be extended for an additional time period based on the needs of the incident not to exceed \$13,500. Your consideration is appreciated.

Approved: *CP*
Charlie Pierce, Mayor

4/6/2020
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>100.11250.20D1A.43011</u>
Amount	<u>\$13,500</u>
By: <i>PP</i> <i>BH</i>	Date: <u>4/6/2020</u>

PH

Kenai Peninsula Borough Maintenance Department

MEMORANDUM

TO: Charlie Pierce, Mayor

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

THRU: Carla Salzer, Project Manager *CS*

FROM: Scott Griebel, Maintenance Director *SG*

DATE: April 7, 2020


RE: Authorization to Award a Contract for ITB20-020 Gym Floor Refinishing 2020

The Purchasing and Contracting Office formally solicited and received bids for the ITB20-020 Gym Floor Refinishing 2020. Bid packets were released on March 17, 2020 and the Invitation to Bid was advertised in the Peninsula Clarion on March 17, 2020.

The project consists of providing all labor, materials and equipment to completely machine sand wood flooring of existing floor finish and painted game lines to bare wood, completely remove all sanding dust from entire surface, the application of finish, sealer coats, associated paint for game lines and logo, new cove base (where required), and any other necessary associated materials and accessories as specified in the bid documents.

On the due date of March 31, 2020, one (1) bid was received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$91,800.00 was submitted by Alaskan Industries, Wasilla, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 400.78050.20755.43780.



Charlie Pierce, Mayor

4/8/2020

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>400.78050.20755.43780</u>
Amount	<u>\$91,800.00</u>
By: <i>PP</i> <i>BH</i>	Date: <u>4/8/2020</u>

PH

Kenai Peninsula Borough

Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor *gcb*

THRU: Brandi Harbaugh, Finance Director *BH*

FROM: Sarah Hostetter, Payroll Accountant *SH*

DATE: March 10, 2020

RE: Revenue-Expenditure Report – February 2020

Attached is the Revenue-Expenditure Report of the General Fund for the month of February 2020. Please note that 66.67% of the year has elapsed, 78.09% of budgeted revenues have been collected, and 64.65% of budgeted expenditures have been made.

KENAI PENINSULA BOROUGH
Revenue Report
For the Period
February 1 through February 29, 2020

ACCOUNT NUMBER	DESCRIPTION	ESTIMATED REVENUE	YEAR TO DATE RECEIPTS	MONTH TO DATE RECEIPTS	VARIANCE	% COLLECTED
31100	Real Property Tax	\$ 30,759,296	\$ 30,094,272	\$ 292,712	\$ (665,024)	97.84%
31200	Personal Property Tax	1,988,657	2,153,405	11,649	164,748	108.28%
31300	Oil Tax	7,347,971	7,343,975	-	(3,996)	99.95%
31400	Motor Vehicle Tax	712,000	240,648	25,171	(471,352)	33.80%
31510	Property Tax Penalty & Interest	499,969	479,841	72,559	(20,128)	95.97%
31610	Sales Tax	32,272,462	20,591,902	3,826,357	(11,680,560)	63.81%
33110	In Lieu Property Tax	3,600,000	78,795	-	(3,521,205)	2.19%
33117	Other Federal Revenue	185,000	30,078	-	(154,922)	16.26%
34110	School Debt Reimbursement	1,324,359	1,088,768	-	(235,591)	82.21%
34221	Electricity & Phone Revenue	155,000	-	-	(155,000)	0.00%
34222	Fish Tax Revenue Sharing	750,000	(107,989)	-	(857,989)	-14.40%
34210	Revenue Sharing	843,079	843,613	-	534	100.06%
37350	Interest on Investments	936,944	855,188	83,635	(81,756)	91.27%
38000	Trans From Other Funds	175,000	175,000	-	-	100.00%
39000	Other Local Revenue	300,000	298,847	17,591	(1,153)	99.62%
290	Solid Waste	800,000	377,936	1,514	(422,064)	47.24%
Total Revenues		\$ 82,649,737	\$ 64,544,280	\$ 4,331,187	\$ (18,105,457)	78.09%

KENAI PENINSULA BOROUGH
Expenditure Report
For the Period
February 1 through February 29, 2020

DESCRIPTION	REVISED BUDGET	YEAR TO DATE EXPENDED	MONTH TO DATE EXPENDED	AMOUNT ENCUMBERED	AVAILABLE BALANCE	% EXPENDED
Assembly:						
Administration	\$ 494,065	\$ 362,057	\$ 22,931	\$ 16,022	\$ 115,987	73.28%
Clerk	555,004	319,027	39,550	15,666	220,312	57.48%
Elections	113,910	90,794	204	19,153	3,963	79.71%
Records Management	269,852	146,515	16,999	17,417	105,920	54.29%
Mayor Administration	818,559	462,200	55,232	5,348	351,012	56.47%
Purch/Contracting/Cap Proj	625,305	352,816	61,970	10,254	262,235	56.42%
Human Resources:						
Administration	676,140	409,092	50,153	6,890	260,158	60.50%
Print/Mail	194,101	74,757	8,272	23,916	95,428	38.51%
Custodial Maintenance	119,209	68,554	9,120	79	50,576	57.51%
Information Technology	2,015,513	1,062,497	117,132	38,890	914,126	52.72%
Emergency Management	825,019	417,522	47,734	69,500	337,997	50.61%
Legal Administration	1,144,040	581,980	71,060	173,030	389,031	50.87%
Finance:						
Administration	501,884	315,852	34,522	1,369	184,663	62.93%
Services	1,012,211	568,108	66,151	1,111	442,992	56.13%
Property Tax	1,141,518	579,884	53,717	113,917	447,717	50.80%
Sales Tax	700,683	363,019	33,398	39,984	297,679	51.81%
Assessing:						
Administration	1,416,722	828,776	105,019	21,128	566,818	58.50%
Appraisal	1,983,326	1,063,533	127,391	14,652	905,140	53.62%
Resource Planning:						
Administration	1,264,985	667,662	90,780	27,060	570,263	52.78%
GIS	596,596	341,717	40,486	3,933	250,946	57.28%
River Center	769,721	297,522	35,607	8,789	463,410	38.65%
Senior Citizens Grant Program	608,969	420,048	-	188,921	-	68.98%
School District Operations	58,965,977	41,451,916	4,442,883	-	17,514,061	70.30%
Solid Waste Operations	8,858,901	3,825,385	413,899	1,412,343	3,621,173	43.18%
Economic Development	425,000	58,641	-	87,229	279,130	13.80%
Non-Departmental	2,376,065	2,064,191	7,491	10,340	301,534	86.87%
Total Expenditures	\$ 88,473,275	\$ 57,194,064	\$ 5,951,699	\$ 2,326,941	\$ 28,952,270	64.65%

Kenai Peninsula Borough

Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor *JCP*

THRU: Brandi Harbaugh, Finance Director *BH*

FROM: Sarah Hostetter, Payroll Accountant *SH*

DATE: March 10, 2020

RE: Budget Revisions – February 2020

Attached is a budget revision listing for February 2020. The attached list contains budget revisions between major expenditure categories (i.e., maintenance & operations and capital outlay). Other minor transfers were processed between object codes within major expenditure categories.

CENTRAL EMERGENCY SERVICES

To replace 4 computers and to also purchase 1 computer stand.

211-51610-00000-43780 (Building/Ground Maintenance)		\$6,800.00
211-51610-00000-48710 (Minor Office Equipment)	\$6,800.00	

CENTRAL EMERGENCY SERVICES

To purchase Q Rae Gas Detectors.

211-51610-00000-43720 (Equipment Maintenance)		\$5,500.00
211-51610-00000-43780 (Building/Grounds Maintenance)		\$5,500.00
211-51610-00000-48740 (Minor Machines/Equipment)	\$11,000.00	

CLERK'S OFFICE - ADMINISTRATION

To cover allocated costs for BAB ice machine replacement.

100-11120-00000-43310 (Advertising)		\$47.00
100-11120-00000-48740 (Minor Machines/Equipment)	\$47.00	

CLERK'S OFFICE - ASSEMBLY

To purchase a Surface Pro Tablet to be used for remote and out of office meetings.

100-11110-00000-43260 (Training)		\$400.00
100-11110-00000-48710 (Minor Office Equipment)	\$400.00	

KACHEMAK EMERGENCY SERVICES

To cover costs of additional firefighting foam.

212-51810-00000-48710 (Minor Office Equipment)		\$3,900.00
212-51810-00000-42220 (Medical Supplies)	\$3,900.00	

LAND MANAGEMENT

To cover property taxes owed on tax foreclosed parcels that were retained for public purpose.

250-21210-00000-43011 (Contract Services)		\$6,656.11
250-21210-00000-45110 (Land Sale Property Tax)	\$6,656.11	

LEGAL DEPARTMENT

To purchase a standing desk converter.

100-11310-00000-42210 (Operating Supplies)		\$735.00
100-11310-00000-48720 (Minor Office Furniture)	\$735.00	

MAYOR'S DEPARTMENT

To cover allocated costs for BAB ice machine replacement.

100-11210-00000-43999 (Contingency)		\$76.03
100-11210-00000-48740 (Minor Machines/Equipment)	\$76.03	

OFFICE OF EMERGENCY MANAGEMENT

To add additional workstations to the Emergency Operations Center.

100-11250-00000-43011 (Contract Services)		\$8,000.00
100-11250-00000-48110 (Office Furniture)	\$8,000.00	

PURCHASING/CONTRACTING

To add a license for RS Means, a cost estimating software system.
Also to add a subscription to Equipment Watch, to help verify equipment and services costs.

100-11227-00000-40110 (Regular Wages)		\$10,700.00
100-11227-00000-43019 (Software Licensing)	\$4,700.00	
100-11227-00000-43920 (Dues and Subscriptions)	\$6,000.00	

RISK DEPARTMENT

To move costs into Computer Software for future expenditures.

700-11234-00000-43011 (Contract Services)		\$19,898.25
700-11234-00000-43019 (Software Licensing)		\$20,101.75
700-11234-00000-48525 (Computer Software)	\$40,000.00	

RISK DEPARTMENT

To cover allocated costs for BAB ice machine replacement.

700-11234-00000-42210 (Operating Supplies)		\$5.43
700-11234-00000-48740 (Minor Machines/Equipment)	\$5.43	

SOLID WASTE - LANDFILL

To cover costs to fix landfill dozer equipment CAT D8T.

290-32122-00000-42310 (Repair/Maintenance Supplies)		\$27,042.34
290-32122-00000-42360 (Motor Vehicle Repair Supplies)	\$20,050.34	
290-32122-00000-43750 (Vehicle Maintenance)	\$6,992.00	

SOLID WASTE - LANDFILL

Funds needed to cover unemployment invoices for the remainder of the year.

290-32122-00000-43011 (Contract Services)		\$2,000.00
290-32122-00000-40511 (Other Benefits)	\$2,000.00	

Kenai Peninsula Borough

Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor *CP*

THRU: Brandi Harbaugh, Finance Director *BH*

FROM: Sarah Hostetter, Payroll Accountant *SH*

DATE: April 6, 2020

RE: Revenue-Expenditure Report – March 2020

Attached is the Revenue-Expenditure Report of the General Fund for the month of March 2020. Please note that 75.00% of the year has elapsed, 79.54% of budgeted revenues have been collected, and 66.30% of budgeted expenditures have been made.

KENAI PENINSULA BOROUGH
Revenue Report
For the Period
March 1 through March 31, 2020

ACCOUNT NUMBER	DESCRIPTION	ESTIMATED REVENUE	YEAR TO DATE RECEIPTS	MONTH TO DATE RECEIPTS	VARIANCE	% COLLECTED
31100	Real Property Tax	\$ 30,759,296	\$ 30,300,721	\$ 206,449	\$ (458,575)	98.51%
31200	Personal Property Tax	1,988,657	2,179,056	25,650	190,399	109.57%
31300	Oil Tax	7,347,971	7,343,975	-	(3,996)	99.95%
31400	Motor Vehicle Tax	712,000	293,184	52,536	(418,816)	41.18%
31510	Property Tax Penalty & Interest	499,969	535,007	55,166	35,038	107.01%
31610	Sales Tax	32,272,462	21,110,523	518,621	(11,161,939)	65.41%
33110	In Lieu Property Tax	3,600,000	78,795	-	(3,521,205)	2.19%
33117	Other Federal Revenue	185,000	69,975	39,896	(115,025)	37.82%
34110	School Debt Reimbursement	1,324,359	1,281,894	193,126	(42,465)	96.79%
34221	Electricity & Phone Revenue	155,000	-	-	(155,000)	0.00%
34222	Fish Tax Revenue Sharing	750,000	(107,989)	-	(857,989)	-14.40%
34210	Revenue Sharing	843,079	843,613	-	534	100.06%
37350	Interest on Investments	936,944	911,414	36,226	(25,530)	97.28%
38000	Trans From Other Funds	175,000	175,000	-	-	100.00%
39000	Other Local Revenue	300,000	327,720	28,873	27,720	109.24%
290	Solid Waste	800,000	396,391	878	(403,609)	49.55%
Total Revenues		\$ 82,649,737	\$ 65,739,279	\$ 1,157,421	\$ (16,910,458)	79.54%

KENAI PENINSULA BOROUGH
Expenditure Report
For the Period
March 1 through March 31, 2020

DESCRIPTION	REVISED BUDGET	YEAR TO DATE EXPENDED	MONTH TO DATE EXPENDED	AMOUNT ENCUMBERED	AVAILABLE BALANCE	% EXPENDED
Assembly:						
Administration	\$ 494,065	\$ 388,201	\$ 26,144	\$ 14,537	\$ 91,328	78.57%
Clerk	555,004	359,792	40,765	15,121	180,092	64.83%
Elections	113,910	91,001	206	18,960	3,949	79.89%
Records Management	269,852	169,166	22,651	10,160	90,526	62.69%
Mayor Administration	818,559	517,967	55,768	4,428	296,164	63.28%
Purch/Contracting/Cap Proj	625,305	422,165	69,349	9,050	194,090	67.51%
Human Resources:						
Administration	676,140	462,392	53,299	4,105	209,644	68.39%
Print/Mail	194,101	84,298	9,541	21,439	88,364	43.43%
Custodial Maintenance	119,209	77,576	9,022	1,353	40,280	65.08%
Information Technology	2,015,513	1,193,934	131,437	106,391	715,189	59.24%
Emergency Management	825,019	473,457	55,935	73,674	277,888	57.39%
Legal Administration	1,144,040	649,724	67,745	169,792	324,524	56.79%
Finance:						
Administration	501,884	352,168	36,316	1,020	148,696	70.17%
Services	1,012,211	633,974	65,866	559	377,678	62.63%
Property Tax	1,141,518	637,141	57,257	117,189	387,188	55.82%
Sales Tax	700,683	401,366	38,347	41,668	257,649	57.28%
Assessing:						
Administration	1,416,722	928,628	99,852	9,729	478,365	65.55%
Appraisal	1,983,326	1,191,290	127,757	5,417	786,618	60.07%
Resource Planning:						
Administration	1,264,985	746,425	78,763	24,122	494,437	59.01%
GIS	596,596	361,718	20,001	3,354	231,524	60.63%
River Center	769,721	332,341	34,819	6,469	430,911	43.18%
Senior Citizens Grant Program	608,969	420,048	-	188,921	-	68.98%
School District Operations	58,965,977	41,451,916	-	-	17,514,061	70.30%
Solid Waste Operations	8,993,901	4,242,330	416,945	1,223,887	3,527,684	47.17%
Economic Development	425,000	63,923	5,281	81,948	279,130	15.04%
Non-Departmental	2,376,065	2,091,056	26,865	415	284,594	88.00%
Total Expenditures	\$ 88,608,275	\$ 58,743,996	\$ 1,549,932	\$ 2,153,705	\$ 27,710,573	66.30%

Kenai Peninsula Borough

Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor *ch*

THRU: Brandi Harbaugh, Finance Director *BH*

FROM: Sarah Hostetter, Payroll Accountant *SH*

DATE: April 6, 2020

RE: Budget Revisions – March 2020

Attached is a budget revision listing for March 2020. The attached list contains budget revisions between major expenditure categories (i.e., maintenance & operations and capital outlay). Other minor transfers were processed between object codes within major expenditure categories.

MARCH 2020**INCREASE****DECREASE****CENTRAL EMERGENCY SERVICES**

To purchase hover jacks.

211-51610-00000-43260 (Training)		\$8,000.00
211-51610-00000-48515 (Medical Equipment)	\$8,000.00	

CENTRAL EMERGENCY SERVICES

To purchase various small tools and office/communication equipment, recreational equipment and a coffee maker for Station 1.

211-51610-00000-43210 (Transport/Subsistence)		\$12,800.00
211-51610-00000-42410 (Small Tools/Minor Equipment)	\$5,000.00	
211-51610-00000-48513 (Recreational Equipment)	\$7,200.00	
211-51610-00000-48710 (Minor Office Equipment)	\$600.00	

CLERK'S OFFICE - ASSEMBLY

To cover costs of travel to Juneau for AML winter conference.

100-11110-00000-42210 (Operating Supplies)		\$520.00
100-11110-00000-43216 (Travel - In State)	\$520.00	

CLERK'S OFFICE - RECORDS MANAGEMENT

To purchase preservation supplies: minute books, acid free paper, etc.

100-11140-00000-43019 (Software Licensing)		\$3,810.00
100-11140-00000-42210 (Operating Supplies)	\$3,810.00	

FINANCE - PROPERTY TAX & CASH MANAGEMENT

To cover costs of bulk envelope order.

100-11440-00000-42210 (Operating Supplies)		\$259.32
100-11440-00000-43410 (Printing)	\$259.32	

HUMAN RESOURCES - CUSTODIAL

To fulfill requirement to have a fireproof cabinet for cleaning products.

100-11235-00000-40110 (Regular Wages)		\$1,329.05
100-11235-00000-48710 (Minor Office Equipment)	\$1,329.05	

MARCH 2020 CONTINUED**INCREASE DECREASE****INFORMATION TECHNOLOGY**

Move funds to pay for Google's new spam filter platform. The previous platform was used for 14 years with no direct cost to the Borough, Google unexpectedly sunsetted the old platform.

100-11231-00000-40110 (Regular Wages)		\$22,608.00
100-11231-00000-43019 (Software Licensing)	\$22,608.00	

LEGAL DEPARTMENT

To purchase 1 laptop to allow for critical operations to be done remotely when needed.

100-11310-00000-40130 (Overtime Wages)		\$750.00
100-11310-00000-43210 (Transport/Subsistence)		\$750.00
100-11310-00000-48710 (Minor Office Equipment)	\$1,500.00	

MAINTENANCE DEPARTMENT

To cover various costs: higher than expected snow removal costs, to replace a failing dishwasher at Ninilchik High School, to purchase a wood chipper for spruce bark beetle mitigation, and to support other operational needs for the rest of the FY.

241-41010-00000-40110 (Regular Wages)		\$300,000.00
241-41010-00000-43764 (Snow Removal)	\$173,000.00	
241-41010-00000-48311 (Machinery/Equipment)	\$54,000.00	
241-41010-00000-42310 (Repair/Maintenance Supplies)	\$73,000.00	

NORTH PENINSULA RECREATION

To purchase 1 laptop to accommodate working remotely.

225-61110-00000-43011 (Contract Services)		\$1,300.00
225-61110-00000-48710 (Minor Office Equipment)	\$1,300.00	

PLANNING - LAND MANAGEMENT

To purchase 3 laptop computers for offsite and mobile functions.

250-21210-00000-43011 (Contract Services)		\$4,000.00
250-21210-00000-48710 (Minor Office Equipment)	\$4,000.00	

MARCH 2020 CONTINUED**INCREASE DECREASE****PURCHASING DEPARTMENT**

To purchase 2 Surface Pros to accommodate adjusted work schedules due to the COVID-19 epidemic.

100-11227-00000-43210 (Transport/Subsistence)		\$4,300.00
100-11227-00000-48710 (Minor Office Equipment)	\$4,300.00	

RISK DEPARTMENT

To cover remaining balance on the EHS Management Software Contract.

700-11234-00000-43011 (Contract Services)		\$426.80
700-11234-00000-48525 (Computer Software/Intellectual Property)	\$426.80	

Kenai Peninsula Borough Assembly Committees 2019 – 2020

ASSEMBLY COMMITTEES

- **Finance Committee**
Brent Hibbert, Chair
Tyson Cox, Vice Chair
Brent Johnson
- **Lands Committee**
Brent Johnson, Chair
Kenn Carpenter, Vice Chair
Norm Blakeley
- **Policies & Procedures Committee**
Willy Dunne, Chair
Hal Smalley, Vice Chair
Kenn Carpenter
- **Legislative Committee**
Hal Smalley, Chair
Jesse Bjorkman, Vice Chair
Willy Dunne
- **President Pro Tem**
Brent Hibbert
- **OTHER BOROUGH COMMITTEES**
- **School Board**
Tyson Cox
Brent Johnson, Alternate

SERVICE AREA BOARD LIAISONS

- **Anchor Point Fire & EMS** – Willy Dunne
- **Bear Creek Fire** – Kenn Carpenter
- **CES/CPEMS** – Norm Blakeley
- **Kachemak Emergency Service Area** – Willy Dunne
- **KPB Roads** – Kelly Cooper
- **Nikiski Seniors** – Jesse Bjorkman
- **Nikiski Fire** – Jesse Bjorkman
- **North Peninsula Recreation** – Jesse Bjorkman
- **Seldovia Recreational** – Willy Dunne
- **Seward/Bear Creek Flood** – Kenn Carpenter
- **South Kenai Peninsula Hospital** - Kelly Cooper, Willy Dunne
- **NON-BOROUGH COMMITTEES**
- **Cook Inlet Aquaculture**
Dale Bagley
- **Cook Inlet R.C.A.C.**
Grace Merkes, term expires April 2020
- **Kenai Peninsula Economic Development District**
Hal Smalley, term expires with office
- **Kenai Peninsula College Council**
VACANT, term expires with office
- **Kenai River Special Management Area Advisory Board**
Brent Hibbert, term expires with office
- **Prince William Sound R.C.A.C.**
Mako Haggerty, term expires May 2019
- **Kachemak Bay Research Reserve Community Council**
Willy Dunne, term expires with office