

Kenai Peninsula Borough

*144 North Binkley Street
Soldotna, AK 99669*



Meeting Agenda

Tuesday, September 1, 2020

6:00 PM

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, SEPTEMBER 1, 2020

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

Above listed meetings will be held in:

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



Finance Committee

September 1, 2020

3:00 PM

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

Brent Hibbert, Chair

Tyson Cox, Vice Chair

Brent Johnson

AGENDA

PUBLIC HEARINGS ON ORDINANCES

1. Ordinance 2019-19-43: To Record FY2020 Expenditures Paid by the State of Alaska Department of Administration, Division of Retirement and Benefits on Behalf of the Kenai Peninsula Borough Towards the Borough's Unfunded PERS Liability (Mayor) 40
2. Ordinance 2020-19-02: Appropriating Funds to Pay Fees Associated with Collection of Remote Sales Tax (Mayor) 50
3. Ordinance 2020-19-03: Appropriating Funds from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Homer Medical Clinic Roof Replacement (Mayor) 53
4. Ordinance 2020-19-04: Appropriating \$1,500 for the Costs of Printing and Distributing Information about the Ballot Proposition Seeking Voter Approval to Expand the Anchor Point Fire and Emergency Medical Service Area into the Newly Created Western Emergency Service Area which will Encompass Both Ninilchik and Anchor Point Communities (Johnson) 56
5. Ordinance 2020-35: Authorizing the Assessor to Accept One Late Filed Senior Citizen Exemption Application for 2020 Filed After March 31 and Providing an Exception to KPB 5.12.040(B) (Mayor) 60

NEW BUSINESS

1. Resolutions
 - *a. Resolution 2020-057: Amending the Spending Plan Approved in Resolutions 2020-047 and 2020-056 for CARES Act Coronavirus Relief Funds Received from the State of Alaska (Mayor) 71

*b.	<u>Resolution 2020-058</u> : Authorizing the Sub-Award of Sub-Subrecipient Agreements for Rural Internet Grants (Mayor)	75
2.	Ordinances for Introduction	
*a.	<u>Ordinance 2020-19-05</u> : Appropriating Funding from the Central Peninsula Hospital Plant Replacement and Expansion Fund for the Handicap Parking and ADA Access Project (Mayor) (Hearing on 09/15/20)	99
*b.	<u>Ordinance 2020-37</u> : Approving and Accepting Grant Funds from the State of Alaska Division of Homeland Security & Emergency Management to Reimburse Repairs at the North Peninsula Recreation Center Resulting from the November 30, 2018 Cook Inlet 7.0 Earthquake (Mayor) (Hearing on 09/15/20)	102
3.	Other	
*a.	Approving the Issuance of a Letter of Non-Objection to the Marijuana Control Board Regarding the New Retail Marijuana Store, License 23810 Filed by Fat Tops, LLC, Subject to the Standard Conditions	244

[Clerk's Note: Standard Conditions for Commercial Marijuana Facilities are as follows: 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 the 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 KTP 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 am.]

*Consent Agenda Items



Lands Committee

September 1, 2020

4:00 PM

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

Brent Johnson, Chair

Kenn Carpenter, Vice Chair

Norm Blakeley

AGENDA

NEW BUSINESS

3. Other

- *b. Petition to Vacate a 10-foot Utility Easement within Lot A-2, M. L. Stewart Homestead J King Addition (Plat KN 96-63) Granted by M. L. Stewart Homestead Subdivision Tracts A, B & C (Plat KN 75-124); Within Section 19, Township 5 North, Range 10 West, Seward Meridian, Alaska, Within the Kenai Peninsula Borough. KPB File 2020-071V297

[Clerk's Note: The Planning Commission approved the above referenced petition to vacate at its August 10, 2020 meeting by majority vote.]

*Consent Agenda Items



Policies and Procedures Committee

September 1, 2020

4:15 PM

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

Willy Dunne, Chair

Hal Smalley, Vice Chair

Kenn Carpenter

AGENDA

UNFINISHED BUSINESS

1. Postponed Items

- a. Confirming Appointment to the Kenai Peninsula Borough
Planning Commission (Mayor) 65

Appointment
Lou Oliva

Board Seat
Northwest Borough

Term Expires
July 31, 2023

NEW BUSINESS

1. Resolutions

- *c. Resolution 2020-059: Approving an Automatic Aid Agreement
and Operational Plan Between Bear Creek Fire Service Area
and Lowell Point Volunteer Fire Department for Fire Response
Services (Mayor) 78
- *d. Resolution 2020-060: Extending the Disaster Emergency
Declaration for the Kenai Peninsula Borough Issued Due to the
Current and Expected Imminent Impacts of the COVID-19
Pandemic to December 30, 2020 (Mayor) 88
- *e. Resolution 2020-062: Requesting that the Kenai Peninsula
Borough Clerk's Office Utilize Media Sources to Direct Voters
to Online Voter Pamphlet Information (Cox) 93

2. Ordinances for Introduction

- *c. Ordinance 2020-38: Approving the Revised Kenai Peninsula
Borough Emergency Operations Plan (Mayor) (Hearing on
10/13/20) 107

MAYOR'S REPORT.....	310
1. Assembly Requests/Responses – None.	
2. Agreements and Contracts	
a. Authorization to Award a Contract for ITB20-031 Nikiski Fire Station No. 1 Painting Upgrades to Adams Family Painting, Palmer, Alaska.....	311
b. Authorization to Award a Contract for ITB21-001 Kaleidoscope Flooring Replacement to Eastside Carpet Company, Anchorage, Alaska.	315
c. Sole Source for Tyonek Recreation Services Requesting Authorization to Re-New a Two-Year Contract with B&G Club of South Central Alaska for Continued Services to the Village of Tyonek.	317
d. Sole Source – ZGEN-36 Hypochlorous Acid Generator to TMI Salt Pure Corp. of Manchester, WA.	318
e. Sole Source – Backup Dispatch Center Radio Equipment, Under the HGAC Cooperative Contract.	320
f. Authorization to Award a Contract for ITB20-034 South Peninsula Hospital CT Suite Remodel to Steiner's North Star Construction, Inc., Homer, Alaska.....	321
g. Authorization to Award a Contract for ITB21-004 CPL Excavation of C&D Expansion to Foster Construction, LLC., Soldotna, Alaska.	325
3. Other	
a. Budget Revisions – July 2020	327
b. Revenue – Expenditure Report – July 2020	329
c. Capital Project Reports – June 30, 2020.....	332
d. Investment Report – Quarter Ended	347

*Consent Agenda Items



Legislative Committee

September 1, 2020

4:45 PM

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

Hal Smalley, Chair

Jesse Bjorkman, Vice Chair

Willy Dunne

AGENDA

NEW BUSINESS

1. Resolutions

- *f. Resolution 2020-061: in Support of the State's Use of Estimated Student Count Data to Fund K-12 Public Education for Fiscal Year 2021 (Cooper, Cox) 96

*Consent Agenda Items



Assembly Agenda

September 1, 2020 - 6:00 PM

Regular Meeting

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

Kelly Cooper
Assembly President
Seat 8 – Homer
Term Expires 2020

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

Jesse Bjorkman
Assembly Member
Seat 3 - Nikiski
Term Expires 2022

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

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

Tyson Cox
Assembly Member
Seat 4 - Soldotna
Term Expires 2022

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

Brent Johnson
Assembly Member
Seat 7 – Central
Term Expires 2022

Brent Hibbert
Assembly Member
Seat 1 – Kalifornsky
Term Expires 2021

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

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

[Clerk's Note: The invocation will be offered by Willy Dunne.]

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 2020-057
Resolution 2020-058
Resolution 2020-059
Resolution 2020-060
Resolution 2020-062
Resolution 2020-061
Ordinance 2020-19-05
Ordinance 2020-37
Ordinance 2020-38
Fat Tops, LLC New Retail Marijuana Store
Petition to Vacate – Stewart Homestead

ACTION ITEMS ELIGIBLE TO BE ADDED TO THE CONSENT AGENDA

2019-19-43
2020-19-02
2020-19-03
2020-19-04

APPROVAL OF MINUTES

- *1. August 4, 2020 Regular Assembly Meeting Minutes 1
- *2. August 11, 2020 Special Assembly Meeting Minutes..... LAYDOWN

COMMENDING RESOLUTIONS AND PROCLAMATIONS

PRESENTATIONS WITH PRIOR NOTICE (20 Minutes total)

- 1. Report of Current Kenai Peninsula Borough COVID-19 Status and Response Actions, Dan Nelson, Emergency Manager (10 Minutes)
- 2. "Response to my Neighbor", Twyla Mundy, Project Homeless Connect (10 Minutes)..... 11

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

ITEMS NOT COMPLETED FROM PRIOR AGENDA

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

- 1. Ordinance 2019-19-43: To Record FY2020 Expenditures Paid by the State of Alaska Department of Administration, Division of Retirement and Benefits on Behalf of the Kenai Peninsula Borough Towards the Borough's Unfunded PERS Liability (Mayor) (Referred to Finance Committee) 40
- 2. Ordinance 2020-19-02: Appropriating Funds to Pay Fees Associated with Collection of Remote Sales Tax (Mayor) (Referred to Finance Committee) 50
- 3. Ordinance 2020-19-03: Appropriating Funds from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Homer Medical Clinic Roof Replacement (Mayor) (Referred to Finance Committee) 53

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5. Ordinance 2020-35: Authorizing the Assessor to Accept One Late Filed Senior Citizen Exemption Application for 2020 Filed After March 31 and Providing an Exception to KPB 5.12.040(B) (Mayor) (Referred to Finance Committee) 60

UNFINISHED BUSINESS

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 - a. Confirming Appointment to the Kenai Peninsula Borough Planning Commission (Mayor) (Referred to Policies and Procedures Committee) 65

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

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 - *c. Resolution 2020-059: Approving an Automatic Aid Agreement and Operational Plan Between Bear Creek Fire Service Area and Lowell Point Volunteer Fire Department for Fire Response Services (Mayor) (Referred to Policies and Procedures Committee) 78

*d.	<u>Resolution 2020-060</u> : Extending the Disaster Emergency Declaration for the Kenai Peninsula Borough Issued Due to the Current and Expected Imminent Impacts of the COVID-19 Pandemic to December 30, 2020 (Mayor) (Referred to Policies and Procedures Committee).....	88
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*f.	<u>Resolution 2020-061</u> : In Support of the State's Use of Estimated Student Count Data to Fund K-12 Public Education for Fiscal Year 2021 (Cooper, Cox) (Referred to Legislative Committee)	96
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[Clerk's Note: Standard Conditions for Commercial Marijuana Facilities are as follows: 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 the 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 KTP 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 am.]

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[Clerk's Note: The Planning Commission approved the above referenced petition to vacate at its August 10, 2020 meeting by majority vote.]

MAYOR'S REPORT.....310

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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. | September 15, 2020
2:00 PM | Regular Assembly Meeting
This meeting will be held through Zoom
Meeting ID: 128 871 931
From the Betty J. Glick Assembly Chambers |
|----|-------------------------------|--|

ADJOURNMENT

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

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

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



Kenai Peninsula Borough

144 North Binkley Street
Soldotna, AK 99669

Meeting Minutes

Assembly

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

Tuesday, August 4, 2020

6:00 PM

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

Present: 8 - Jesse Bjorkman, Kenn Carpenter, Tyson Cox, Willy Dunne, Brent Hibbert, Brent Johnson, Hal Smalley, and Kelly Cooper
Excused: 1 - Norm Blakeley

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

ROLL CALL

Also present were:

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

COMMITTEE REPORTS

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

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

Assembly Member Dunne stated the Policies and Procedures Committee met and

discussed its agenda items.

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-2689](#) July 7, 2020 Assembly Meeting Minutes
approved.

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

[2020-34](#) An Ordinance Authorizing a Negotiated Sale of Tract E, Alaska State Land Survey 2003-5, Plat No. 2006-21, Seward Recording District to Jerry and Cheryle James at Fair Market Value (Mayor)
[Clerk's Note: The second to last Whereas clause of Ordinance 2020-34 was amended to read, "the Cooper Landing Advisory Planning Commission, at its regular meeting of July 8, 2020 recommended approval by unanimous consent." and the final Whereas clause to read, "The Kenai Peninsula Borough Planning Commission at its regular meeting of July 13, 2020 recommended approval by unanimous vote."]
This Ordinance was enacted as amended.

[2020-050](#) A Resolution Accepting \$160,000 from the State of Alaska Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management for Emergency Management Operations (Mayor)
This Resolution was adopted.

[2020-052](#) A Resolution Providing Authorization for Sole Source Procurement to Enter into a Three Year Software Licensing and Services Agreement with Environmental Systems Research Institute, Inc. (Mayor)
This Resolution was adopted.

[2020-053](#) A Resolution Authorizing the Central Peninsula Landfill's Sole Source Procurement of a Replacement Transmission for the Volvo L150G Loader (Mayor)

This Resolution was adopted.

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

This Resolution was adopted.

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

This Resolution was adopted.

[2020-19-02](#) An Ordinance Appropriating Funds to Pay Fees Associated with Collection of Remote Sales Tax (Mayor)

This Budget Ordinance was introduced and set for public hearing.

[2020-19-03](#) An Ordinance Appropriating Funds from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Homer Medical Clinic Roof Replacement (Mayor)

This Budget Ordinance was introduced and set for public hearing.

[2020-35](#) An Ordinance Authorizing the Assessor to Accept One Late Filed Senior Citizen Exemption Application for 2020 Filed After March 31 and Providing an Exception to KPB 5.12.040(B) (Mayor)

This Ordinance was introduced and set for public hearing.

[2020-19-04](#) An Ordinance Appropriating \$1,500 for the Costs of Printing and Distributing Information about the Ballot Proposition Seeking Voter Approval to Expand the Anchor Point Fire and Emergency Medical Service Area into the Newly Created Western Emergency Service Area which will Encompass Both Ninilchik and Anchor Point Communities (Johnson)

This Budget Ordinance was introduced and set for public hearing.

[KPB-2717](#) Approving a Letter of Non-Objection to the Issuance of the New Liquor License and Restaurant Designation Permit as Requested by Small Town Coffee Roasters, License No. 5919

approved.

KPB-2691 Petition to Vacate Utility Easement:

10-foot Utility Easement Adjoining the South Boundary of Lot 1,
Excluding 10 Feet Adjoining Owen Road Right of Way

10-foot Utility Easement Adjoining the East Boundary of Lot 10,
Excluding the 10 Feet Adjoining Cowen Road Right of Way

10-foot Utility Easement Adjoining the East and North Boundary of
Lot 11, Excluding the 10 feet Adjoining Owen Road Right of Way,
located within Cowan-McFarland Subdivision No 3 (Plat KN8.-227),
Utility Easements Granted by Cowan McFarland Subdivision No 1
(Plat KN 1660) and Cowan-McFarland Subd. No 3 (Plat KN 83-227);
Within Section 22, Township 5 North, Range 9 West, Seward
Meridian, Alaska, Within the Kenai Peninsula Borough. KPB File
2020-053V

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

approved.

KPB-2700 Approval of the Proposition Summary to be Included in the Voter Pamphlet for Proposition No. 1 – Expanding the Anchor Point Fire and Emergency Medical Service Area Boundaries to Include the Ninilchik Area and Creating the Western Emergency Service Area

approved.

KPB-2748 Approval of the Proposition Summary to be Included in the Voter Pamphlet for Proposition No. 2 – Repeal Ordinance 2020-24, An Ordinance Amending KPB Title 4 Regarding Borough Elections to Provide for Vote by Mail Elections, For More Time Between a Regular Election and A Run-Off Election, and to Remove Proposition Statements (Referred to Policies and Procedures Committee)

approved.

Approval of the Consent Agenda

President Cooper called for public comment with none being offered.

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

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

Absent: 1 - Blakeley

COMMENDING RESOLUTIONS AND PROCLAMATIONS**PRESENTATIONS WITH PRIOR NOTICE**

1. [KPB-2716](#) Central Peninsula Hospital Quarterly Report (10 Minutes)

[Clerk's Note: Rick Davis, Central Peninsula Hospital CEO gave a 10 minute quarterly report.]

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

President Cooper called for public comment.

Tim Dillon, KPEDD spoke about CARES Funding and the 2020 census.

Debbie Cary, Ninilchik spoke on the Kenai Peninsula Borough School District Board Meeting, held on August 3, 2020.

ITEMS NOT COMPLETED FROM PRIOR AGENDA**PUBLIC HEARINGS ON ORDINANCES**

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

Hibbert moved to enact Budget Ordinance 2019-19-43.

President Cooper called for public comment with none being offered.

Hibbert moved to postpone Budget Ordinance 2019-19-43 to the September 1, 2020 meeting.

The motion to postpone Budget Ordinance 2019-19-43 to the September 1, 2020 meeting carried by the following vote:

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

Excused: 1 - Blakeley

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

Dunne moved to enact Ordinance 2020-32.

President Cooper called for public comment with none being offered.

Dunne moved to amend Ordinance 2020-32 as follows:

The final Whereas clause to read "at its meeting held on [JULY 14] May 12, 2020, the RSA Board recommended approval by the passage of RSA Resolution 2020-004."

The motion to amend Ordinance 2020-32 carried by the following vote:

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

Absent: 1 - Blakeley

The motion to enact Ordinance 2020-32 as amended carried by the following vote:

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

Absent: 1 - Blakeley

UNFINISHED BUSINESS

NEW BUSINESS

1. Resolutions

[2020-051](#)

A Resolution Approving a Sole Source Award to Eagleview™ for the Purchase and Implementation of Pictometry Oblique Imagery (Mayor)

Hibbert moved to adopt Resolution 2020-051.

President Cooper called for public comment with none being offered.

Assembly Member Bjorkman spoke in opposition to Resolution 2020-051.

The motion to adopt Resolution 2020-051 carried by the following vote:

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

No: 1 - Bjorkman

Absent: 1 - Blakeley

2. Ordinances for Introduction

[2020-36](#)

An Ordinance Amending KPB 20.70 Vacation Requirements and KPB 21.20 Hearings and Appeals to Improve Vacation and Hearing Officer Appeal Procedures (Mayor)

[Clerk's Note: This Ordinance was withdrawn by the sponsor.]

3. Other

[KPB-2699](#)

Confirming Appointments to the Kenai Peninsula Borough Planning Commission (Mayor)

Cindy Ecklund, Seward City Seat, Term Expires July 31, 2023
Lou Oliva, Northwest Borough Seat, Term Expires July 31, 2023
Pamela Gillham, Ridgeway Seat, Term Expires July 31, 2023

Dunne moved to approve the confirmations to the Kenai Peninsula Borough Planning Commission.

President Cooper called for public comment with none being offered.

Dunne moved to divide the question and address Cindy Ecklund and Pamela Gillham appointments separately from Lou Oliva's appointment.

The motion to divide the question carried by the following vote:

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

Absent: 1 - Blakeley

Dunne moved to confirm Cindy Ecklund and Pamela Gillham's appointments to the Kenai Peninsula Borough Planning Commission.

The motion to confirm Cindy Ecklund and Pamela Gillham's appointments to the Kenai Peninsula Borough Planning Commission carried by the following vote:

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

Absent: 1 - Blakeley

Dunne moved to postpone the confirmation of Lou Oliva's appointment to the Kenai Peninsula Borough Planning Commission to the September 1, 2020 meeting.

The motion to postpone the confirmation of Lou Oliva's appointment to the Kenai Peninsula Borough Planning Commission to the September 1, 2020 meeting carried by the following vote:

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

Absent: 1 - Blakeley

MAYOR'S REPORT

[KPB-2701](#) Mayor's Report Cover Memo

1. Assembly Requests/Responses - None.
2. Agreements and Contracts
 - a. [KPB-2702](#) Authorization to Award a Contract for ITB20-028 Roosevelt Circle (W6ROC) to Foster Construction, Inc., Soldotna, Alaska
 - b. [KPB-2703](#) Authorization to Award a Contract for ITB20-027 Basargin Road (S8BSG) to East Road Services, Inc., Homer, Alaska
 - c. [KPB-2704](#) Authorization to Award a Contract for RFP20-013 Flood Hazard

Analyses Seward Mapped Flood Data Area to AWR Engineering, LLC.

- d. [KPB-2705](#) Authorization to Award a Contract for ITB20-032 Redoubt Elementary School Roof Replacement to Orion Construction, Inc., Wasilla, Alaska.
- e. [KPB-2706](#) Comtech Solacom Technologies – Guardian 911 Call Management, Under the Government General Services Administration (GSA) H-GAC Contract #20-00504.
- f. [KPB-2707](#) Authorization to Award a Contract for ITB20-033 Homer Solid Waste Facility Phase 2 Landfill Closure to Qayaq Construction, Anchorage, Alaska.
- g. [KPB-2708](#) Sole Source Purchasing Request for Medical Patient Simulator Package from iSimulate USA.
- h. [KPB-2709](#) Authorization to Award a Contract for RFP20-018 South Peninsula Hospital and Homer Medical Center Roof Professional Designs Services to K+A Design Studios, Kenai, Alaska.

3. Other

- a. [KPB-2710](#) Budget Revisions - June 2020
- b. [KPB-2711](#) Revenue - Expenditure Report - June 2020
- c. [KPB-2712](#) FY20-4Q Economic Development Grant Reports
- d. [KPB-2713](#) FY20-4Q Senior Center Grant Reports
- e. [KPB-2714](#) Kenai Peninsula College FY20 Program Narrative Report
- f. [KPB-2715](#) Litigation Status Report - Quarter Ending 06/30/20

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

ASSEMBLY COMMENTS

Vice President Smalley offered his condolences to the families of the plane crash on July 31, 2020.

Assembly Member Bjorkman offered his condolences to the families of the plane crash on July 31, 2020. He reminded everyone to appreciate the little moments in life and not take things for granted. He encouraged everyone to live a life for others and to be of service.

Assembly Member Carpenter offered his condolences to the families of the plane crash on July 31, 2020. He encouraged everyone to stay safe.

Assembly Member Cox provided an update on the Kenai Peninsula Borough School District Board Meeting. He offered his condolences to the families of the plane crash of July 31, 2020 and wished everyone a good night.

Assembly Member Dunne offered his condolences to the families of the plane crash on July 31, 2020.

Assembly Member Johnson offered his condolences to the families of the plane crash on July 31, 2020. He also offered his condolences to the Banta family.

Assembly Member Hibbert offered his condolences to the families of the plane crash on July 31, 2020 and gratitude to the first responders who responded to the accident. He encouraged everyone to be kind and have patience with each other as schools begin to reopen.

President Cooper offered her condolences to the families of the plane crash on July 31, 2020.

PENDING LEGISLATION

INFORMATIONAL MATERIALS AND REPORTS

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

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

ADJOURNMENT

With no further business to come before the assembly, President Cooper adjourned the meeting at 8:33 p.m. on August 4, 2020.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of August 4, 2020.

Johni Blankenship, MMC, Borough Clerk

Approved by the Assembly: _____

KENAI PENINSULA

2020 PROJECT HOMELESS CONNECT REPORT



No one deserves to lose hope

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

A special thank-you to the following:

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

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

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

Demographics of Population Served

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

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

Gender

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

Age

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

Race

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

Ethnicity

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

Veteran

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

Household Type

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

Head of Household

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

Health Insurance

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

Disabling Conditions

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

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

Income Received Last 30 Days

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

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

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

Victim of Domestic Violence

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

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

If Yes to Above, Fleeing Domestic Violence

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

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

Primary Alaska Regional Corporation

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

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

Eviction Notice Received This Month

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

Ever in Foster Care System

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

Years in Foster Care

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

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

Prior Project Homeless Connect Events Attended

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

Slept Prior Night

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

Duration of Homelessness

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

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

Homeless Episodes – Past 3 Years

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

Total Number of Months Homeless in past 3 years

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

Supplemental Questions

Number of Individuals in Household

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

Primary Reason for Homelessness

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

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

Form of Transportation

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

How did you get to event today?

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

Would you use a community bus route system?

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

Interested in Narcan Kit

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

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

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

Participant Exit Questions

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

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

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

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

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

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

Other Comments:

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

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



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

VOLUNTEERS

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

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

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

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

IN-KIND DONATIONS

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

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

CASH DONATIONS

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

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

We sincerely apologize if we have missed any donor or volunteer

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

HOMER AREA

PROJECT HOMELESS CONNECT

2020 REPORT



No one deserves to lose hope.

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

Homer Project Homeless Connect Vendors (28)

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

Population Served

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

Household Type

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

Veteran Status

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

Race

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

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

Ethnicity

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

Gender

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

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

Head of Household

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

Health Insurance

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

Disabling Conditions

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

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

Income Received Last 30 Days

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

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

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

Victim of Domestic Violence

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

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

If Yes to Above, Fleeing Domestic Violence

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

Primary Alaska Regional Corporation/Tribal Affiliation

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

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

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

Eviction Notice Received This Month

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

Ever in Foster Care System

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

Time in Foster Care

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

Prior Living Situation

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

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

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

Duration of Homelessness

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

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

Homeless Episodes in past 3 years

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

Total Number of Months Homeless in past 3 years

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

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

Supplemental Questions

Form of Transportation you typically use?

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

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

How did you get to event today?

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

Would you use a community bus route system?

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

Interested in Narcan Kit

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

Participant Exit Survey *

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

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

Participant Exit Questions

What items or services were most helpful?

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

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

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

How did you hear about this event?

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

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

Yes = 48 (84%)

No = 5 (9%)

NA = 4 (7%)

Suggestions for notifying people about the Cold Weather Shelter:

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

Other Comments:

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

Homer Project Homeless Connect Steering Committee:

Cinda Martin

Jane Dunn

Derotha Ferarro

Bonita Banks

Lisa Talbott

Monica Anderson

Dana Roberts

Kathy McMurray

Sharon Bond

Lindsey Collins

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

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

Volunteers (45)

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

In-Kind Donations

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

Cash Donations

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

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

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

Introduced by:	Mayor
Date:	07/07/20
Hearing:	08/04/20
Action:	Postponed to 09/01/20
Vote:	8 Yes, 0 No, 1 Absent
Date:	09/01/20
Action:	
Vote:	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

08/04/20 Vote on motion to postpone to 9/01/20:

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

No: None

Absent: Blakeley

Yes:

No:


Absent:

Kenai Peninsula Borough

Finance

MEMORANDUM

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

THRU: Charlie Pierce, Mayor 

FROM: Brandi Harbaugh, Finance Director *SD for Bk*

DATE: August 20, 2020

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

In June 2020, we received notice that the Kenai Peninsula Borough will be receiving the FY2020 on-behalf PERS amount early August 2020. In order to expedite the appropriation process to complete the FY2020 year-end closing in a timely manner, the amounts were left blank for introduction. As the on-behalf amount was received on August 11, 2020, this amendment is requested to complete the ordinance:

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

➤ Amend Section 1, as follows:

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

Page -2-
 August 20, 2020
 RE: Ordinance 2019-19-43

Fund	Amount
General fund	<u>528,689.27</u>
Nikiski Fire Service Area	<u>127,467.00</u>
Bear Creek Fire Service Area	<u>9,717.00</u>
Anchor Point Fire Service Area	<u>18,905.00</u>
Central Emergency Services	<u>218,628.00</u>
Kachemak Emergency Service Area	<u>22,352.00</u>
North Peninsula Recreation Service Area	<u>40,543.00</u>
Road Service Area	<u>39,135.00</u>
School Maintenance	<u>235,815.00</u>
Land Trust	<u>24,325.00</u>
Seward Bear Creek Flood Service Area	<u>6,771.00</u>
911 Emergency Communications	<u>71,603.00</u>
Solid Waste	<u>81,027.00</u>
Risk Management	<u>21,464.00</u>
	<u><u>1,446,441.27</u></u>

➤ Amend Section 2, as follows:

SECTION 2. That \$1,446,441.27 is appropriated to the following accounts:

Fund	Department	Project	Object	Amount
100	11110	00000	40221	<u>231.27</u>
100	11120	00000	40221	<u>20,290.00</u>
100	11130	00000	40221	<u>26.00</u>
100	11140	00000	40221	<u>7,392.00</u>
100	11210	00000	40221	<u>28,837.00</u>
100	11227	00000	40221	<u>40,428.00</u>
100	11230	00000	40221	<u>26,455.00</u>

Page -3-
 August 20, 2020
 RE: Ordinance 2019-19-43

100	11231	00000	40221	<u>65,800.00</u>
100	11232	00000	40221	<u>15,862.00</u>
100	11233	00000	40221	<u>3,069.00</u>
100	11235	00000	40221	<u>4,404.00</u>
100	11250	00000	40221	<u>20,057.00</u>
100	11310	00000	40221	<u>33,368.00</u>
100	11410	00000	40221	<u>19,002.00</u>
100	11430	00000	40221	<u>36,103.00</u>
100	11440	00000	40221	<u>28,898.00</u>
100	11441	00000	40221	<u>16,998.00</u>
100	11510	00000	40221	<u>41,811.00</u>
100	11520	00000	40221	<u>65,344.00</u>
100	21110	00000	40221	<u>37,130.00</u>
100	21135	00000	40221	<u>17,184.00</u>
206	51110	00000	40221	<u>127,467.00</u>
207	51210	00000	40221	<u>9,717.00</u>
209	51410	00000	40221	<u>18,905.00</u>
211	51610	00000	40221	<u>218,628.00</u>
212	51810	00000	40221	<u>22,352.00</u>
225	61110	00000	40221	<u>40,543.00</u>
236	33950	00000	40221	<u>39,135.00</u>
241	11235	00000	40221	<u>4,403.00</u>
241	41010	00000	40221	<u>231,412.00</u>
250	21210	00000	40221	<u>24,325.00</u>
259	21212	00000	40221	<u>6,771.00</u>
264	11255	00000	40221	<u>71,603.00</u>
290	32010	00000	40221	<u>26,665.00</u>
290	32122	00000	40221	<u>54,340.00</u>
290	32150	00000	40221	<u>8.00</u>
290	32310	00000	40221	<u>12.00</u>
290	32570	00000	40221	<u>2.00</u>
700	11234	00000	40221	<u>21,464</u>
				<u><u>1,446,441.27</u></u>

Your consideration of this ordinance is appreciated.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Administration
DIVISION OF RETIREMENT AND BENEFITS

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

August 11, 2020

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

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

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

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

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

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

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

Included is a report detailing the Employer On-Behalf Funding allocated for fiscal year 2020 payrolls. **This is your final adjusted statement for FY2020.** Please work with your accountant or auditor to determine where to show this funding on your financial statements. Feel free to contact me at tamara.criddle@alaska.gov if you have any questions or need additional information regarding HB39.

Sincerely,

Tamara Criddle, Accountant

State of Alaska, Division of Retirement & Benefits
FY2020 - HB39 Employer On-Behalf Detail as of 8/10/2020
KENAI PENINSULA BOROUGH - ER 180

Payroll Ending Date	On-Behalf		Total
	Pension	Other Post-employment Healthcare	
07/05/2019	55,076.97	0.00	55,076.97
07/19/2019	53,705.92	0.00	53,705.92
08/02/2019	51,903.17	0.00	51,903.17
08/16/2019	52,101.92	0.00	52,101.92
08/30/2019	60,550.97	0.00	60,550.97
09/13/2019	54,857.15	0.00	54,857.15
09/27/2019	51,771.46	0.00	51,771.46
10/11/2019	52,560.12	0.00	52,560.12
10/25/2019	51,215.19	0.00	51,215.19
11/08/2019	51,742.13	0.00	51,742.13
11/22/2019	51,670.96	0.00	51,670.96
12/06/2019	56,389.90	0.00	56,389.90
12/20/2019	53,262.92	0.00	53,262.92
01/03/2020	53,110.20	0.00	53,110.20
01/17/2020	51,773.16	0.00	51,773.16
01/31/2020	52,929.83	0.00	52,929.83
02/14/2020	51,828.90	0.00	51,828.90
02/28/2020	52,383.27	0.00	52,383.27
03/13/2020	51,424.71	0.00	51,424.71
03/27/2020	53,846.90	0.00	53,846.90
04/10/2020	52,050.95	0.00	52,050.95
04/24/2020	51,610.69	0.00	51,610.69
05/08/2020	51,839.97	0.00	51,839.97
05/22/2020	51,787.56	0.00	51,787.56
06/05/2020	53,499.49	0.00	53,499.49
06/19/2020	53,848.96	0.00	53,848.96
06/30/2020	Year-End Adjustment	67,698.90	0.00
<hr/>			
TOTALS FOR KENAI PENINSULA BOROUGH			
	\$1,446,442.27	\$0.00	\$1,446,442.27

DISCLAIMER: The information contained in this letter is based on the specific facts and circumstances presented and cannot be applied to other facts and circumstances. This letter may contain a summary description of benefits, costs, rates, valuations, other calculations, policies or procedures for one or more pension or benefit plans administered by the Division of Retirement and Benefits, including but not limited to, the Public Employees' Retirement System, the Teachers' Retirement System, the Judicial Retirement System, the Supplemental Annuity Plan, the Deferred Compensation Plan, the AlaskaCare Employee Health Plan, or the AlaskaCare Retiree Benefit Plan. The Division of Retirement and Benefits has made every effort to ensure, but does not guarantee, that the information provided is accurate and up to date. Where this letter conflicts with the relevant Plan Document, the Plan Document controls.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Administration

DIVISION OF RETIREMENT AND BENEFITS

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

June 01, 2020

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

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

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

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

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

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

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

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

Sincerely,

Tamara Criddle, Accountant III

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

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

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

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

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

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

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

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

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

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

SECTION 4. This ordinance takes effect immediately upon enactment.

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

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: July 23, 2020

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

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

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

Your consideration of this ordinance is appreciated.

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

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

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

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

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

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

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

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

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

WHEREAS, due to the aging condition of the roof it is in the best interest of the borough to have the roof replaced; and

WHEREAS, at its regular meeting held on _____, 2020, the SPH, Inc. board recommended _____; and

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

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

SECTION 1. That funds in the amount of \$206,190.95 are appropriated from the South Peninsula Hospital Plant Replacement and Expansion Fund account 601.20601 to be transferred to account 491.81210.21MRF.49999 for the Homer Medical Clinic roof replacement.

SECTION 2. That funds in the amount of \$153,809.05 are appropriated from the South Peninsula Hospital Plant Replacement and Expansion Fund account 491.20602 into account 491.81210.21MRF.49999 for the Homer Medical Clinic roof replacement.

SECTION 3. That the appropriations made in this ordinance are of a project length nature and as such do not lapse at the end of any particular fiscal year.

SECTION 4. This ordinance takes effect immediately upon enactment.

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

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Purchasing & 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 & Contracting Director *JH*

DATE: July 23, 2020

RE: Ordinance 2020-19- 03 Appropriating Funds from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Homer Medical Clinic Roof Replacement (Mayor)

In 2017, Ordinance 2016-19-41 appropriated general obligation bond funds for the renovation of the Homer Medical Clinic facility operated by South Peninsula Hospital. A renovation and expansion project was completed in 2017. At that time a priority for replacement of the existing facility roof was set aside due to the lack of funding for its completion. Since that time the older portion of the facility's roof has reached its end of useful life and is in need of replacement. Utilizing the remaining bond funds, a design project has been initiated with the intent of completing the roof replacement project before the end of the 2020 construction season.

The total project construction cost is estimated at \$360,000. Due to the degraded condition of the existing roof it is in the best interest of the borough to have the roof replacement completed as soon as possible.

This ordinance appropriates funds of \$206,190.95 from the fund 601 South Peninsula Hospital legacy Plant Replacement and Expansion Fund and \$153,809.05 from the fund 491 South Peninsula Hospital Plant Replacement and Expansion Fund.

In years prior to 2017, per the operating agreement between South Peninsula Hospital Inc. and the Kenai Peninsula Borough, funds in excess of 90 days operating cash were deposited and held in the service areas operating fund. This ordinance will liquidate the remaining PREF funds in fund 601 and any future PREF funds will be held in the South Peninsula Hospital Capital Projects Fund, consistent with current operations.

Your consideration of this ordinance is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No. <u>601.20601</u>	Amount: <u>\$206,190.95</u>
Acct. No. <u>491.20602</u>	Amount: <u>\$153,809.05</u>
By: <u><i>CH</i></u>	Date: <u>7/22/2020</u>

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

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-19-04**

**AN ORDINANCE APPROPRIATING \$1,500 FOR THE COSTS OF PRINTING AND
DISTRIBUTING INFORMATION ABOUT THE BALLOT PROPOSITION SEEKING
VOTER APPROVAL TO EXPAND THE ANCHOR POINT FIRE AND EMERGENCY
MEDICAL SERVICE AREA INTO THE NEWLY CREATED WESTERNEMERGENCY
SERVICE AREA WHICH WILL ENCOMPASS BOTH
NINILCHIK AND ANCHOR POINT COMMUNITIES**

WHEREAS, the assembly approved Ordinance 2020-31 providing for submission of a ballot proposition to the qualified voters of the Kenai Peninsula Borough concerning the expansion of the Anchor Point Fire and Emergency Medical Service Area; and

WHEREAS, the ballot question would ask the voters to decide whether to not only expand the Anchor Point Fire and Emergency Medical Service Area into Ninilchik, it would create a new service area as a result to be called the West Emergency Service Area; and

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

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

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

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

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

SECTION 1. The sum of \$1,500 is hereby appropriated from the General Fund, balance account 100.0000.0000.27910, to account number 100.11210.00000.43410, which may be used to influence the outcome of the election on October 6, 2020, on the ballot question concerning the expansion of the Anchor Point Fire and Emergency Service Area with Ninilchik to create the new Western Emergency Service Area.

SECTION 2. Notwithstanding KPB 4.10.100, the mayor and his staff are authorized to publicly distribute hand-outs and make presentations related to the proposed service area not to exceed the appropriated funds.

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

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

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

MEMORANDUM

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

FROM: Brent Johnson BJ

DATE: August 4, 2020

RE: Ordinance 2020-~~19-04~~ Appropriating \$1,500 for the Costs of Printing and Distributing Information about the Ballot Proposition Seeking Voter Approval to Expand the Anchor Point Fire and Emergency Medical Service Area into the Newly Created Western Emergency Service Area which will Encompass Both Ninilchik and Anchor Point Communities (Johnson)

The Ninilchik-Anchor Point Joint Service Area Work Group was tasked with determining if Ninilchik should have its own service area, or attempt to join Anchor Point Fire and Emergency Medical Service Area (APFEMSA), or if Ninilchik Emergency Services (NES) should try to make adjustments and continue to operate a volunteer service. The Work Group unanimously recommended that the KPB Assembly put a measure on the ballot for expansion of APFEMSA.

During the Work Group discussions and during the two public hearings that followed introduction of Ordinance 2020-31, questions arose including:

- **What mill rate would be necessary to support a stand-alone service area at Ninilchik?** The KPB Finance Department answered that 5.75 mills would fund one full-time employee, a capital projects fund and an acceptable fund balance.
- **What mill rate would be necessary for a joint Anchor Point - Ninilchik service area?** The Finance Department estimated that a 2.95 mill rate would initially support ten full time employees, a capital projects fund and an acceptable fund balance.
- **In what areas would an expanded Anchor Point - Ninilchik service area save money?** Fire Chief Dave Bear and Fire Chief Jon Marsh said the savings would mostly come from sharing a chief, an assistant chief and a mechanic.
- **Would a KPB fire and emergency services area affect Ninilchik's subsistence designation?** The KPB Legal Department opined that it would not.
- **Would a 2.95 mill rate provide sufficient funding to staff fire stations at Anchor Point and Ninilchik full-time?** Anchor Point Fire Chief Jon Marsh and Ninilchik Fire Chief Dave Bear both answered, "No." But they did say that this mill rate, together with an expanded service area would increase coverage for area residents.

- **What affect would an expanded service area have on ambulance fees in the Ninilchik area?** KPB Finance Department said the fees for service areas are set by the borough government. NES sets its fees at a higher rate, thus an expanded service area would result in a significant reduction in ambulance fees for the Ninilchik area.
- **What portion of the mill rate fees would oil and gas properties generate in the Ninilchik area?** The Finance Department said that in the Anchor Point area oil and gas properties generate about 38% of the property tax revenues. In the Ninilchik area it's about 28% and for the combined areas the number is about 34%.
- **How much does a mill rate of 2.95 translate to in actual tax dollars?** The Finance Department stated that excluding exemptions, a 2.95 mill rate costs \$295 annually for every \$100,000 of property value.
- **How much do donations currently generate for NES and how much do grants generate?** Anchor Point Fire Chief Marsh answered that according to information he looked at, NES donations for the most recent year were \$10,450, grants were \$79,800, member dues were \$15,000, ambulance billings were \$166,000, and fire calls were \$8,100. Other monies came from collections \$845, fire department \$34,000 and for interest, resulting in a total annual revenue of \$374,840.
- **What would happen to existing personnel and volunteers?** The administration staff answered that employees of APFEMSA would not lose their jobs as a result of this change. Jon Marsh, the current APFEMSA chief is expected to remain chief of the expanded area. Employees and other interested people at Ninilchik could apply for a job in the expanded area. Experience at NES and other similar organizations would be an asset in the application process. The volunteers would be much needed in the expanded service area and job openings would be available because Anchor Point currently has five full-time employees while Ninilchik has one. The goal of an expanded area is to have ten full-time employees. No volunteers living within a 20-minute response time to a station are expected to need to move as demand for volunteers would still exist in both Anchor Point and in Ninilchik.

The preceding questions are not exhaustive, but are sufficient to notice that significant information is necessary for voters. In that regard another question arose: Will the borough provide information to the voters?

With this background I ask for your support of a modest appropriation for public information regarding expansion of the Anchor Point - Ninilchik Fire and Emergency Services Area.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED		
Accl. No.	100-27910	Amount: \$1,500.00
By:	PP	Date: 8/3/2020
By:	BA	

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

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-35**

**AN ORDINANCE AUTHORIZING THE ASSESSOR TO ACCEPT ONE LATE-FILED
SENIOR CITIZEN EXEMPTION APPLICATION FOR 2020 FILED AFTER MARCH 31
AND PROVIDING AN EXCEPTION TO KPB 5.12.040(B)**

WHEREAS, KPB 5.12.105(E) provides that an application for a senior citizen exemption must be filed by March 31 of the year for which the exemption is sought; and

WHEREAS, in accordance with AS 29.45.030(f) and KPB 5.12.105(E) the assembly may, for good cause shown, waive the claimant's failure to make timely application and authorize the assessor to accept the application as if timely filed; and

WHEREAS, in accordance with KPB 5.12.105(E)(4) if an otherwise qualified claimant is unable to comply with the March 31 deadline for filing an application, and the inability to comply is caused by a serious condition or extraordinary event beyond the taxpayer's control, the assembly may waive the claimant's failure to file the application by such date, and authorize the assessor to accept the application as if timely filed; and

WHEREAS, the applicant has submitted an affidavit stating that she had extraordinary circumstances which prevented her from timely filing a 2020 senior citizen exemption application; and

WHEREAS, in accordance with KPB 5.12.040(B) the assessor shall not make changes to the assessment roll after June 1 except for the reasons provided therein, which do not include adjustments for late-filed senior exemption applications; and

WHEREAS, an exception to KPB 5.12.040(B) is required because even when the assembly has approved a late-filed senior exemption application after June 1, code does not allow the assessor to make a change to the assessment roll after June 1 due to a tax exemption status change;

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

SECTION 1. Upon reviewing the one senior citizen exemption application and documentation or affidavit submitted with this ordinance, the assembly hereby waives the March 31 deadline for filing an application for the 2020 senior citizen exemption based

upon a finding that the applicant was unable to comply with that deadline due to a serious condition or extraordinary event beyond her control.

SECTION 2. That the assessor shall process the application in accordance with standard assessing department procedures for processing such applications.

SECTION 3. Notwithstanding KPB 5.12.040(B), in the event the assessor finds that the one late-filed senior exemption application should be otherwise approved, the assessor is hereby authorized to make a change to the assessment roll after June 1, 2020 to reflect the approved exemption.

SECTION 4. That this ordinance shall take effect immediately upon its enactment.

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

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Assessing Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor CP

FROM: Melanie Aeschliman, Director of Assessing Mk

DATE: July 23, 2020

RE: Ordinance 2020- 35 , Authorizing the Assessor to Accept One Late Filed Senior Citizen Exemption Application and Providing an Exception to KPB 5.12.040(B) (Mayor)

One Senior Citizen Exemption applicant has requested that the assembly allow the assessor to accept a late-filed Senior Citizen Exemption Application received after March 31, 2020.

KPB 5.12.105 and AS 29.45.030(f) allow for late-filed exemptions to be granted by the assembly. For an application filed after March 31 the applicant must file an affidavit stating good cause for failure to comply with the deadline. Good cause is defined by KPB 5.12.105(E)(4) as:

... an inability to comply with the March 31 deadline that was caused by a serious condition or extraordinary event beyond the taxpayer's control. A serious condition or extraordinary event may include a serious medical condition or other similar serious condition or extraordinary event.

Ronna Olsen has applied late for the 2020 Senior Citizen Exemption and provided a late-filed waiver. She has additionally provided a letter from her physician confirming that she was out of state receiving medical treatment for a serious medical condition during the normal application period. Based upon a review of Mrs. Olsen's exemption application she would qualify for exemption if her late-filed request is authorized by the assembly.

Your consideration of this ordinance is appreciated.

RECEIVED

JUL 13 2020

SENIOR CITIZEN EXEMPTION

KPB ASSESSING

2020

DUE ON OR BEFORE MARCH 31 OF THE EXEMPTION YEAR
APPLICANTS MUST BE AGE 65 ON OR BEFORE DECEMBER 31
OF THE PRECEDING YEAR.

Proof of age is required prior to application approval.



11-27-17

PIN: 15959046 -house (Primary)
159-590-57 Conex, drive

Physical Address: 65601 GREENTREE AVE

65601 Greentree Ave

OLSEN GREGORY & RONNA REVOCABLE TRUST
2017
PO BOX 39215
NINILCHIK AK 99639-0215

Legal Description: T 2S R 14W SEC 2 Seward Meridian HM
0860015 FAIRWOOD SUB 1985 ADDN PT 2101 55

Home Phone: _____

Cell Phone: 907- _____

Spouse's Name: Gregory P Olsen

Applicant's Date of Birth: _____ Spouse's Date of Birth: _____

Applicant's SSN: _____

Spouse's SSN: _____

I am applying as a: ☒ Senior age 65 and spouse
_____ Individual age 65 or older _____ Surviving spouse age 60 or older

Dwelling Type:
☒ Single Family _____ Multi-Family Dwelling
_____ Mobile Home _____ Other
_____ Condominium

Is any portion of this property used for:
Commercial Use? _____ YES ☒ NO
Rental Purposes? _____ YES ☒ NO
Explain: _____

Is occupancy shared with someone other than your spouse and/or minor children? _____ YES ☒ NO

If yes, when did shared occupancy begin? _____

What portion of the home do they occupy? _____

If live-in care is medically necessary, attach a letter from a physician recommending need for live-in care.

Do you or your spouse own property in another Borough or State?
☒ YES _____ NO

Please list your other property address, city & state:

6730 Eileen Cir Anchorage, AK 99517 - NO EXX
8738 West 41st Ave Anch. AK
19777 N Los Altos Way Surprise AZ 85374 - NO EXX
438 S. Kihel Rd Kihel, HI 96753 - NO EXX

If YES, does the property receive an exemption? _____ YES ☒ NO

Alaska Permanent Fund Eligibility

When was the last year you applied for the Alaska Permanent Fund Dividend? 2019

Will you apply for the next Permanent Fund Dividend? ☒ YES _____ NO What year will that be? 2020

Applicants who do not receive an Alaska Permanent Fund Dividend must complete KPB Supplemental Form #1 or the application will be denied. (Supplemental forms are available at the Assessing Department or on-line.)

I CERTIFY: This property is my primary residence and permanent place of abode. I occupied it as my primary residence for a minimum of 185 days in the year prior to the year of this application. (If you do not meet this requirement, you must provide satisfactory evidence that you meet the statutory criteria for an allowable absence under AS 43.23.008.) I hereby attest that the information above is true and correct to the best of my knowledge, and I will notify the borough assessing department if I do not meet this requirement in any future year for the duration of this exemption.

Ronna Lyn Olsen

Ronna Lyn Olsen

7/13/20

PRINT OWNER NAME

SIGNATURE

DATE

*** ASSESSOR'S USE ONLY ***

158V

NEW FILING	OCCUPANCY	AGE	FULL	VARIABLE	APPROVED	ENTERED BY
PRIOR FILING	OWNERSHIP	PERM FUND	CONTIG	DENIED		
	11-27-17	2019 YES				

AFFIDAVIT OF 159-590-46 & 159-590-51
(Senior Citizen or Disabled Veteran Applicant Name)
AND APPLICATION FOR APPROVAL OF LATE FILING
FOR SENIOR CITIZEN OR DISABLED VETERAN EXEMPTION

This application is made pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax - Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

Good cause means an inability to comply with the March 31 deadline that was caused by a serious condition or extraordinary event beyond the taxpayer's control. A serious condition or extraordinary event may include a serious medical condition or other similar serious condition or extraordinary event. (Absent extraordinary circumstances, a mere failure to pick up or read mail or to make arrangements for an appropriate and responsible person to pick up and read mail or a failure to provide a current address to the Department of Assessing will not be deemed good cause). Failure to meet the filing deadline is based upon the following good cause:

Please describe the serious condition or extraordinary event that caused your failure to meet the March 31st filing deadline. (Please attach any documentation you may have that supports your request).

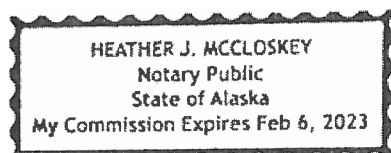
PLEASE SEE ATTACHED LETTER FROM MAYO
CLINIC.

FURTHER AFFIANT SAITH NAUGHT.

Dated at _____, Alaska, this 13th day of July, 20 20

Ronna R. Olson
Applicant Signature

SUBSCRIBED AND SWORN to before me this 13 day of July, 20 20



Heather J. McCloskey
Notary Public
My Commission Expires: 2-6-2023

Exemption applications submitted for consideration for late-file acceptance will be forwarded to the Assembly by the Mayor's Office.

Assembly Action:


APPROVED _____

DENIED _____

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: September 1, 2020

RE: Appointment to the *KPB Planning Commission*

In accordance with AS 29.40.020, appointments to the Borough Planning Commission are recommended by the Borough Mayor, subject to confirmation by the Borough Assembly. The applicant is a registered voter and resides within the area to be represented. In accordance with KPB 2.40.010 and 2.40.030, I hereby submit to the Assembly my recommendation for confirmation of the following re-appointment to the Kenai Peninsula Borough Planning Commission:

Appointment

Lou Oliva

Board Seat

Northwest Borough

Term expires

July 31, 2023

Cc: Marcus Mueller, Acting Planning Director
Ann Shirnberg, Administrative Asst.
Clerk's Office



Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

Northwest Borough PC Application Submitted 2020-06-08 12:08:45

Name: Lou Oliva

Mailing Address:

PO 8567

Nikiski, Alaska 99635

Residence Address

Email: Lou@ljalaska.com

Work Phone: 9077768656

Home Phone: 9077768656

Mobile Phone: 9077768656

Occupation or place of employment: L&J ENTERPRISES EXCAVATING, INC

Which Planning Commission District do you wish to serve on?: Northwest Borough

How long have you lived in the Kenai Peninsula Borough?: since 1973

What knowledge, experience, or expertise will you bring to the Commission?

Kenai Borough Roads Board - 12 years

Nikiski Fire Service Area Board - 15 years

LNG Borough Board - 2 years

Have you, or do you currently, serve on other Kenai Peninsula Borough commissions, boards or task forces?

No


Are you available for

Night meetings Day meetings

Comments (areas of interest, additional experience or qualifications, etc.):

I would love to serve on the planning commission. Thank you for your consideration.

MEMORANDUM

TO: Charlie Pierce, Mayor
FROM: Marcus A. Mueller, Acting Planning Director 
DATE: July 17, 2020
RE: Recommendation for Planning Commission Seating Plan & Policy

This year the Planning Commission seating involves two factors. First, as normal, several of the 3-year Planning Commission seats expire and are up for reappointment or new appointments as of August 1st. Second, Ordinance 2016-25(sub) goes into effect which changes the maximum number of Planning Commission Seats from 13 to 11.

Ordinance 2016-25(sub) set an August 1st effective date to limit the number of Planning Commission seats to 11. Planning Commission seats are apportioned under state statute such that the number of seats for areas inside cities and outside cities is proportional to the total population inside cities in comparison to total population outside cities. Based on most current census information, 20,044 people reside inside cities and 38,323 people reside outside cities in the Kenai Peninsula Borough (US Census Bureau, July 2019). This establishes a ratio that rounds to 4 to 7 for the purposes of distributing an 11-member commission. The ordinance also set parameters such as no more than one member of the commission may be from any single city in the borough, and continues a geographic areas framework for areas outside of cities with one specific change of merging the areas for Anchor Point/ Ninilchik with Kasilof/Clam Gulch. Consequently there is one less city seat and one less rural district seat. The ordinance has a "transition" provision to help reconcile or adapt to the changes brought about by the ordinance.

Based on the way that statute and code separate "city seats" and "outside-of-city seats", those groups of 4 and 7 seats, respectively, are to be managed separately.

CITY SEATS:

There are five home rule or first class cities in the Kenai Peninsula Borough. Currently, there are also five planning commission seats held by cities; one each. Implementation of the eleven-member planning commission results in a reduction of 1 city seat. The 3-year seats are distributed such that two cities, Homer and Kenai, are completing the first year

Date: July 17, 2020

To: Mayor Pierce

RE: Recommendation for Planning Commission Seating Plan & Policy

of their 3-year term; Seldovia is completing the 2nd of its 3-year term; and Seward and Soldotna are ending their 3-year term.

Recommended Policy- Rotate city seats with an “off-year” and give the “off-year” city preference for the next seat:

With 5 cities having access to 4 seats, one city will not have a seat on any given year. The most equitable policy would be to return a seat to a city after sitting off for one year. Another way put, a good policy would be to rotate each city through a single off-year, which would occur at the end of the three-year term. When a choice is to be made between two cities whose seats expire on the same year, the city that had been most recently been off will be the city who would be afforded the fresh seat. When only one city occupies the year-class of seats expiring, that city would expect to automatically be in position to sit out a year. After the “off-year” the city would be afforded a fresh seat and another city whose seat has just expired would move into the off-year position. This arrangement would form the general policy. Deviations from this policy would occur if a city, during its off-year, did not present a recommendation for filling the next available seat.

SEATS UP FOR APPOINTMENT

CITY:

Seward and Soldotna have expiring seats. By implementation of Ordinance 2016-25 one city seat is available as of August 1. One city is to be seated and consequently the other would sit an “off-year” consistent with the policy recommendation above. In fulfillment of city obligations to provide a recommendation list for members from the city, the City Councils of both Seward and Soldotna submitted recommendations to fill the available seat by reappointment of the member from their respective city currently holding a seat. Ms. Ecklund is from Seward. Mr. Whitney is from Soldotna. Both are well qualified, are respectful and effective public servants, are respected among their colleagues, and bring value to the work of the commission.

Recommendation for City Seat- City of Seward, Ms. Cindy Ecklund:

For the purpose of seating implementation of Ordinance 2016-025, the acting Planning Director hereby recommends seating the commissioner from the City of Seward, Ms. Cindy Ecklund.

Date: July 17, 2020

To: Mayor Pierce

RE: Recommendation for Planning Commission Seating Plan & Policy

OUTSIDE OF CITY:

The following seats have terms expiring July 31, 2020:

Northwest

Southwest

Ridgeway

The following seats merge as of August 1st:

Anchor Point/Ninilchik (Seat Expires July 31, 2022)

Kasilof/Clam Gulch (Seat Expires July 31, 2021)

Recommendation for Northwest Seat- Mr. Lou Oliva:

The Northwest member completing his term, Mr. Rob Ernst, has provided verbal confirmation that he does not seek reappointment. The Northwest seat has one applicant, Mr. Lou Oliva. Mr. Oliva is experienced with the northwest area as a long-time resident operating a contracting business and previously serving on the Kenai Peninsula Borough's Road Service Area Board. Mr. Oliva would bring valuable perspective and knowledge to the Planning Commission. Mr. Oliva is party to one pending item, a petition to vacate easements, that will be heard by the Planning Commission; it is anticipated that Mr. Oliva would be required to recuse himself from participation on the matter. The acting Planning Director hereby recommends seating as the commissioner from the Northwest area, Mr. Lou Oliva.

Recommendation for Ridgeway Seat- Ms. Pamela Gillham:

The Ridgeway seat stands vacant. The Ridgeway seat has one applicant, Ms. Pamela Gilham. Ms. Gillham is a 35-year resident of the Kenai Peninsula Borough with experience in independent software consulting, accounting services, income tax law, and property ownership. The acting Planning Director hereby recommends seating the commissioner from the Ridgeway area, Ms. Pamela Gillham.

Recommendation for Southwest Seat- Hold Vacant for Ord 2016-25 Transition:

The Southwest member completing his term, Dr. Rick Foster, has moved the location of his primary residence to within the City of Homer. Dr. Foster has expressed interest in continuing to serve on the Planning Commission. In review of State statutes, KPB Code, and administrative records, it is found that a person residing in a city is not eligible to be appointed to an outside of city Planning Commission seat. The Southwest seat has no

Date: July 17, 2020

To: Mayor Pierce

RE: Recommendation for Planning Commission Seating Plan & Policy

eligible applicants. The acting Planning Director hereby recommends holding the Southwest seat vacant through July 31st, 2021 in order to retain both active seats from within the Anchor Point/Ninilchik, Kasilof/Clam Gulch merging area.

Recommendation for Transition of Anchor Point/Ninilchik, Kasilof/Clam Gulch -Retain Seated Members to Completion of Existing Terms:

Ordinance 2016-25 reconfigured 8 geographic areas into 7 geographic areas by merging Anchor Point/Ninilchik with Kasilof/ Clam Gulch. The active seats involved have two years and one year remaining, respectively. Ordinance 2016-25 provides for transition in a way that would allow for a seat outside of cities to be appointed at-large and filled by an individual from any outside-of-city location within the borough, as practical. At the scheduled expiration of the Kasilof-Clam Gulch seat, that seat would no longer be filled. The Southwest seat would at that time be available to be seated at-large in accordance with borough code, maintaining a statutorily apportioned 11-member Planning Commission. The acting Planning Director hereby recommends retaining seated members from both Anchor Point/Ninilchik (Bentz) and Kasilof/Clam Gulch (Ruffner) for the completion of existing scheduled terms under the transition mechanism afforded under Ordinance 2016-025(sub).

Introduced by: Mayor
Date: 09/01/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-057**

**A RESOLUTION AMENDING THE SPENDING PLAN APPROVED IN RESOLUTIONS
2020-047 AND 2020-056 FOR CARES ACT CORONAVIRUS RELIEF FUNDS
RECEIVED FROM THE STATE OF ALASKA**

WHEREAS, the Alaska State Legislature has provided funding to the Kenai Peninsula Borough through the Coronavirus Relief Fund (CRF), a pass-through program authorized by federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

WHEREAS, Resolution 2020-047 approved the Coronavirus Relief Fund Spending Plan (“spending plan”) for the funding to the borough in the total amount of \$37,458,449.47 and Resolution 2020-056 approved numerous amendments to the spending plan; and

WHEREAS, the borough has received requests from Ninilchik Emergency Services, Inc. and the Seldovia Village Tribe Volunteer Fire Department for CRF to reimburse costs for emergency protective measures; and

WHEREAS, the amended plan includes a transfer of \$100,000 from CAR19, Grants To Small Businesses – 2nd Distribution, to CAR04, Volunteer Fire & EMS, to support volunteer fire and EMS departments’ response, protective and preparedness measures; and

WHEREAS, upon reviewing the approved city distribution plan approved by Resolution 2020-056 the administration recently determined that the amount allocated to the City of Homer should be corrected by transferring \$1,047,934 from CAR19, Grants To Small Businesses – 2nd Distribution to CAR 22, City Allocation and increasing Homer’s share by that amount; and

WHEREAS, KPB Ordinance 2019-19-39 accepted and appropriated the eligible costs for reimbursement effective March 1, 2020 through December 30, 2020; and

WHEREAS, it is in the borough’s best interest to approve the amended spending plan for the purpose of addressing the impacts of the coronavirus pandemic;

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

SECTION 1. That the assembly hereby approves the Coronavirus Relief Fund Spending Plan – Amended September 1, 2020, a copy of which is attached hereto and incorporated herein by reference.

SECTION 2. That this resolution shall take effect retroactively on June 16, 2020.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST DAY OF SEPTEMBER, 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 

FROM: Brenda Ahlberg, Community & Fiscal Projects Manager 
Brandi Harbaugh, Finance Director 
Colette Thompson, Borough Attorney 

DATE: August 20, 2020

RE: Resolution 2020-057, Amending the Spending Plan Approved in Resolutions 2020-047 and 2020-056 for Cares Act Coronavirus Relief Funds Received from the State of Alaska (Mayor)

This resolution would amend the borough's Coronavirus Relief Fund (CRF) Spending Plan most recently approved in R2020-056. The amended plan addresses budget revisions necessary to provide funds needed by Ninilchik Emergency Services and the Seldovia Village Tribe for additional personal protective equipment, and to correct the amount allocated to the City of Homer.

Your consideration is appreciated.

Attachments: Coronavirus Relief Fund Spending Plan Proposed for Amendment September 1, 2020

Segments	Account Number	Revised Budget	LTD Actuals	Total Encumbered	Total Committed	Amount Remaining	Increase (decrease)	Proposed revised budget	New remaining funds
CAR01	GRANTS TO SMALL BUSINESS/NONPROFIT/SR CENTERS	6,865,977.47	10,686.66	2,325.90	13,012.56	6,852,964.91		6,865,977.47	6,852,964.91
CAR02	SINGLE AUDIT FEES	25,000.00	0.00	0.00	0.00	25,000.00		25,000.00	25,000.00
CAR03	REIMB HOSPITAL COSTS	800,000.00	0.00	400,000.00	400,000.00	400,000.00		800,000.00	400,000.00
CAR04	VOLUNTEER FIRE & EMS	200,000.00	0.00	0.00	0.00	200,000.00	100,000.00	300,000.00	300,000.00
CAR05	FIRE & EMS SA PERSONNEL COSTS	3,036,609.87	1,736,609.87	0.00	1,736,609.87	1,300,000.00		3,036,609.87	1,300,000.00
CAR06	KPB EMERG RESPONSE-PPE-PERSONNEL	1,031,695.07	553,167.03	12,093.57	565,260.60	466,434.47		1,031,695.07	466,434.47
CAR07	ABSENTEE VOTE BY MAIL	600,000.00	0.00	0.00	0.00	600,000.00		600,000.00	600,000.00
CAR08	TECH-REMOTE MEETING INTEGRATION	80,000.00	1,378.54	0.00	1,378.54	78,621.46		80,000.00	78,621.46
CAR09	TECH-COMMUNICATIONS TOWER SITE DVLPMINT	2,000,000.00	0.00	0.00	0.00	2,000,000.00		2,000,000.00	2,000,000.00
CAR10	TECH-RETROFIT ASSEMBLY CHAMBERS	200,000.00	0.00	0.00	0.00	200,000.00		200,000.00	200,000.00
CAR11	KPBSD RESPONSE & PREPAREDNESS	400,000.00	1,563.22	5,250.00	6,813.22	393,186.78		400,000.00	393,186.78
CAR12	HOSPITAL TESTING EQUIPMENT	650,000.00	0.00	0.00	0.00	650,000.00		650,000.00	650,000.00
CAR13	RETROFIT KPB FACILITIES	2,331,695.06	9,223.39	664.84	9,888.23	2,321,806.83		2,331,695.06	2,321,806.83
CAR14	TECH-IMT REMOTE WORK-PC UPGRADES	67,000.00	0.00	39,329.76	39,329.76	27,670.24		67,000.00	27,670.24
CAR15	TECH-REMOTE WORK KITS FOR TELEWORK	116,000.00	15,015.91	5,234.64	20,250.55	95,749.45		116,000.00	95,749.45
CAR16	GIS UPDATE FOR REMOTE ASSESSMENT	600,000.00	0.00	0.00	0.00	600,000.00		600,000.00	600,000.00
CAR17	TECH-911 BACKUP DISPATCH ANSWERING CENTER	1,002,000.00	0.00	0.00	0.00	1,002,000.00		1,002,000.00	1,002,000.00
CAR18	TECH-COMMUNICATIONS ENGINEERING ANALYSIS	100,000.00	0.00	0.00	0.00	100,000.00		100,000.00	100,000.00
CAR19	GRANTS TO SMALL BUSINESS-2ND DISTRIBUTION/CONTINGENCY	2,018,449.00	0.00	0.00	0.00	2,018,449.00	(1,147,934.00)	870,515.00	870,515.00
CAR20	SOLID WASTE DEBRIS/SLASH DISPOSAL	200,000.00	0.00	0.00	0.00	200,000.00		200,000.00	200,000.00
CAR21	FY21 KPB RESPONSE-PPE-PERSNL & RECOUP LOST REVENUE	7,000,000.00	0.00	0.00	0.00	7,000,000.00		7,000,000.00	7,000,000.00
CAR22	CITY ALLOCATION	8,134,023.00	0.00	0.00	0.00	8,134,023.00	1,047,934.00	9,181,957.00	9,181,957.00
Totals:		37,458,449.47	2,327,644.62	464,898.71	2,792,543.33	34,665,906.14	37,458,449.47	37,458,449.47	34,665,906.14
								TRUE	TRUE

Introduced by: Mayor
Date: 09/01/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-058**

**A RESOLUTION AUTHORIZING THE SUB-AWARD OF SUB-SUBRECIPIENT
AGREEMENTS FOR RURAL INTERNET GRANTS**

WHEREAS, the Kenai Peninsula Borough (“borough”) approved \$2,000,000 by way of Resolution 2020-047 for the purpose of supplementing qualified projects that can demonstrably improve internet access for telework and remote learning in underserved communities; and

WHEREAS, improving internet supports the education and workforce need for reliable broadband while mitigating secondary impacts of the coronavirus pandemic; and

WHEREAS, this resolution approves the borough’s intent to sub-award the not-to-exceed amount of \$2,000,000 to the qualified entities; and

WHEREAS, the successful entities will each enter into a sub-subrecipient agreement to complete individual projects for the benefit of achieving the objectives as outlined in the request for proposal guidelines; and

WHEREAS, the proposers being recommended for the sub-subrecipient agreements are Alaska Communication Services and SPITwSPOTS, Inc.; and

WHEREAS, funding has been appropriated by way of Ordinance 2019-19-39 in the Technology Communications Tower Site Development account number 271.94910.CAR09.49999; and

WHEREAS, it is in the borough’s best interest to approve the entities for the purpose of improving internet access in the underserved communities of the borough;

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

SECTION 1. That the mayor is authorized to award sub-subrecipient grant agreements to the following proposers: Alaska Communication Services and SPITwSPOTS, Inc.

SECTION 2. That the mayor is authorized to execute all documents and enter into all agreements deemed necessary to complete the projects in accordance with this resolution.

SECTION 3. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST DAY OF SEPTEMBER, 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*

FROM: Brenda Ahlberg, Community & Fiscal Projects Manager *BA*
Ben Hanson, IT Director *BH*
Brandi Harbaugh, Finance Director *BH*

DATE: August 20, 2020

SUBJECT: Resolution 2020-058 Authorizing the Sub-Award of Sub-Subrecipient Agreements for Rural Internet Grants (Mayor)

Funds in the not-to-exceed amount of \$2,000,000 were approved for the borough's Rural Internet Grants program under the account title "Technology Communications Tower Site Development" (KPB Resolution 2020-047). This funding is part of the federal pass-through appropriation, Coronavirus Relief Fund (KPB Ordinance 2019-19-39). This resolution approves the entities to enter into sub-subrecipient agreements with the borough.

The Grants Division formally solicited and received proposals for the KPB Rural Internet Grants. Proposal packets were released and the Request for Proposal was advertised in the Peninsula Clarion on July 24, 2020 and the Homer News on July 30 2020. On the due date of August 14, 2020, two proposals were received. The successful proposers will each enter into a sub-subrecipient agreement to complete individual projects for the benefit of achieving the above listed objectives. The proposers being recommended for the sub-subrecipient agreements are Alaska Communication Services and SPITwSPOTS, Inc.

The administration will adhere to the federal regulations imposed by the U.S. Treasury Department and 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" to ensure proper grant management as recognized under borough Code of Ordinances Title 5.28.600 - State and Federal Grants.

Your consideration of this resolution is appreciated.

FINANCE DEPARTMENT FUNDS VERIFIED

Acct . 271.94910.CAR09.49999

By: PP Date: 8/20/2020

Introduced by:
Date:
Action:
Vote:

Mayor
09/01/20

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-059**

**A RESOLUTION APPROVING AN AUTOMATIC AID AGREEMENT AND
OPERATIONAL PLAN BETWEEN BEAR CREEK FIRE SERVICE AREA AND THE
LOWELL POINT VOLUNTEER FIRE DEPARTMENT FOR FIRE RESPONSE
SERVICES**

- WHEREAS,** automatic aid agreements are a form of mutual aid agreements and their operational plans provide for automatic requests for additional resources to residents of the peninsula in the form of fire response personnel and apparatus when required; and
- WHEREAS,** automatic aid agreements and operational plans are common in the fire and emergency service professions; and
- WHEREAS,** Alaska Statute 18.70.150 provides that: “[a] city, other incorporated entity, and other fire protection groups may organize a mutual-aid program by adopting an ordinance or resolution authorizing and permitting their fire department, fire company, emergency relief squad, fire police squad, or fire patrol to go to the aid of another city, incorporated entity, or fire protection group, or territory outside of it...”; and
- WHEREAS,** this automatic aid agreement and operational plan between Bear Creek Fire Service Area (“BCFSA”) and Lowell Point Volunteer Fire Department (“LPVFD”) sets forth response areas and terms of automatic aid; and
- WHEREAS,** all associated costs are borne by each responding agency, and in this manner, costs for manpower, materials, supplies and equipment are exchanged between the agencies, ultimately resulting in service area funds being expended for the benefit of the service area; and
- WHEREAS,** for years, the operational plans have been considered as matters within the expertise of the agencies providing automatic aid and, therefore, future amendments to the operational plans have been left to the discretion of the agencies; and
- WHEREAS,** significant cost savings for fire insurance can be afforded local taxpayers through rating determinations by the Insurance Services Office (ISO) when automatic aid agreements are in effect; and
- WHEREAS,** this automatic aid agreement is for the provision of fire response services; and

WHEREAS, at its meeting of August 11, 2020, the Bear Creek Fire Service Area recommended unanimous approval of this resolution;

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

SECTION 1. That an automatic aid agreement between BCFSA and LPVFD serves the best interests of BCFSA and is hereby approved. The mayor is authorized to execute an automatic aid agreement substantially in the form of the attached agreement.

SECTION 2. That the operational plan substantially in the form attached hereto is hereby approved and the BCFSA board and chief are hereby authorized to approve amendments to the operational plan with the mayor's approval without further review by the Assembly so long as any such amendments do not conflict with the automatic aid agreement.

SECTION 3. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST OF SEPTEMBER, 2020.

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Bear Creek Fire Service Area

MEMORANDUM

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

THRU: Charlie Pierce, Mayor CP
Roy Browning, Chief of Emergency Services RB

FROM: Richard Brackin, Bear Creek Fire Service Area Acting Chief RB

DATE: August 20, 2020

RE: Resolution 2020-059, Approving an Automatic Aid Agreement and Operational Plan Between Bear Creek Fire Service Area and Lowell Point Volunteer Fire Department for Fire Response Services (Mayor)

This resolution would approve the attached automatic aid agreement and initial operational plan between Bear Creek Fire Service Area and Lowell Point Volunteer Fire Department for fire response services.

Automatic aid agreements are a form of mutual aid agreements that allow for automatic requests between the agencies to assist each other with emergency responses. Assistance is through the provision of equipment and personnel as set out in the automatic aid agreement and operational plan.

The agreement is for automatic aid response of fire apparatus and personnel, and will continue in effect until modified or a party withdraws. The resolution would allow the operational plan, which details specific response procedures, to be modified in the future without assembly approval as long as changes do not conflict with the automatic aid agreement.

Your consideration is appreciated.

AGREEMENT FOR EXCHANGE OF AUTOMATIC AID BETWEEN BEAR CREEK FIRE SERVICE AREA AND LOWELL POINT VOLUNTEER FIRE DEPARTMENT

This Automatic Aid Agreement (the "Agreement"), is made and entered this _____ day of _____, 2020 by and between the Kenai Peninsula Borough, on behalf of the Bear Creek Fire Service Area ("BCFSA"), and the Lowell Point Volunteer Fire Department ("LPVFD") (which are sometimes referred to herein as the "Parties").

1. Response to Automatic Aid Requests.

- a. Both parties to this agreement provide fire protection services within their jurisdictions.
- b. In return for the services to be provided by BCFSA, LPVFD agrees to provide a designated fire response, as determined by the Fire Chiefs of BCFSA and LPVFD.
- c. In return for the services to be provided by LPVFD, BCFSA agrees to provide a designated fire response, as determined by the Fire Chiefs of BCFSA and LPVFD.

2. Emergencies – Information Provided.

Upon report of a structure fire through a 9-1-1 Call Center within the automatic aid response area of either service area, BCFSA or LPVFD will automatically dispatch its nearest available and appropriate designated fire response to that incident location. The automatic aid response areas are determined by the Fire Chiefs of BCFSA and LPVFD and set forth in the Annual Operational Plan.

3. Jurisdiction.

"Jurisdiction" is defined to be that political and geographical boundary designating the respective service areas that are party to this agreement.

4. Command Authority.

- a. When the aiding department arrives before the jurisdictional department, the aiding department will take the necessary action dictated by the situation.
- b. Upon arrival of the jurisdictional department, the operational responsibility for the situation will be immediately assumed by the jurisdictional department.
- c. The aiding department personnel will be under direction of the officer in charge of the jurisdictional department.
- d. The aiding department will be released from the scene as soon as practical by the officer in charge of the jurisdictional department.

5. Withdrawal of Resources or Assignment Turndown.

- a. If, after arrival at the emergency scene or staging area with the resources as identified in the annual operational plan, it becomes necessary to withdraw a portion or all of

such resources in order to address an emergency situation in the jurisdiction served by the aiding department, such withdrawal may be initiated at the sole discretion of the officer in charge of the aiding department.

- b. Such withdrawal may also be made at the sole discretion of the officer in charge of the aiding department if it is determined that the aiding department's resources are being subjected to unnecessary or unreasonable danger.
- c. In either case, the officer in charge shall coordinate the withdrawal with the jurisdictional department's officer in charge in a manner that avoids endangering the personnel of either department.
- d. It is mutually understood and agreed that this agreement does not relieve either party from the necessity and obligation of using its own resources to provide fire protection within any part of its own jurisdiction.

6. Responsibility for Costs & Liability.

- a. Each party desires to provide to the other a reasonable, professional and reciprocal exchange of fire response services on a day to day basis at no additional cost.
- b. Each party shall bear its own costs for responding to an automatic aid request.
- c. Each responding agency shall be responsible for its own liabilities incurred traveling to the scene, at the scene and returning to the station of origin.
- d. In rendering emergency services, each agency will bear the responsibility for its own acts and any liability incurred by such acts.

7. Annual Operating Plan.

- a. It is in the best interests of the citizens of BCFSA and LPVFD to be provided the most expeditious and professional response to suppress fires. The details as to amounts and type of assistance to be dispatched, response areas methods of requesting aid, and the names or ranks of persons authorized to send and receive such requests, lists of personnel and resources which will be utilized, shall be developed by the Fire Chiefs of BCFSA and LPVFD.
- b. Such details shall be recorded in an Operational Plan by the Fire Chiefs of BCFSA and LPVFD.
- c. The Operational Plan shall be approved and signed by the agencies and the Borough Mayor, dated and attached hereto within thirty days of the approval of this Agreement. The failure to attach an Operation Plan to this Agreement shall render this Agreement automatically null and void.

8. Mutual Aid Agreement Not Affected.

It is mutually understood that this agreement will in no way affect or have any bearing on existing area mutual aid agreements.

9. Liability.

- a. There shall be no liability imposed on any Party or its personnel for failure to respond to an incident due to resource limitations or as a result of any act or omission in good faith to fulfill the terms of this Agreement.

- b. For purposes of this Agreement, each Party's employees shall be deemed to be the employees and agents of that Party only, and under no circumstances shall any employee be deemed to be an employee or agent of any other entity or the other Party.
- c. All damages or repairs to any equipment or apparatus shall be the responsibility of the Party that owns such equipment or apparatus, provided however that compensation for damages to equipment or apparatus that occurs during a natural disaster, a state of emergency, as declared by a local, state or federal governing authority, or any other incident for which state or federal aid is provided to the Party requesting aid, shall be distributed based on equipment and personnel involvement during the incident that led to the damage(s).
- d. Nothing contained in this Agreement shall be construed to be a waiver of either Party's qualified immunity, official immunity, or any other immunity or exemption from liability provided for by law.

10. Release of Claims.

To the extent allowed by law, each of the Parties agree to hold harmless and release the other Party from any and all liabilities, suits, claims, judgments, cost or demands for damage to its own property whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by either Party during the provision of service pursuant to this Agreement.

11. Injuries to Personnel

Any damage or other compensation which is required to be paid to any fire department employee or volunteer by reason of his/her injury occurring while his/her services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the Party regularly employing that person.

12. No Benefit to Third Parties

This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

13. Term of Agreement

- a. This Agreement shall commence upon the date of the Kenai Peninsula Borough mayor's signature and shall continue until December 31, 2025.
- b. Notwithstanding the above, either Party to this Agreement may terminate the Agreement by giving no less than thirty (30) days written notice to the other Party and upon the running of thirty (30) days from such written notice, this Agreement shall be terminated.

14. Standby of Equipment

Each Party agrees and acknowledges that it will be the responsibility of each Party to provide the backup coverage necessary for its own fire department.

BEAR CREEK FIRE SERVICE AREA

By: _____
Richard Brackin, Acting Fire Chief
Date: _____

**LOWELL POINT VOLUNTEER FIRE
DEPARTMENT**

By: _____
Karl Van Buskirk, Fire Chief
Date: _____

BEAR CREEK FIRE SERVICE AREA BOARD

By: _____
BCFSA Board President
Date: _____

COMMUNITY OF LOWELL POINT

By: _____
Lowell Point Community Council President
Date: _____

KENAI PENINSULA BOROUGH

By: _____
Charlie Pierce, Mayor
Date: _____

APPROVED as to Form and Legal Sufficiency

By: _____
Patty Burley, Deputy Borough Attorney

ATTEST

Johni Blankenship, Borough Clerk
Date: _____

OPERATIONAL PLAN (Exhibit A)

To

AUTOMATIC AID AGREEMENT BETWEEN

BEAR CREEK FIRE SERVICE AREA

and

LOWELL POINT VOLUNTEER FIRE DEPARTMENT

This Operational Plan (hereinafter the "Plan") between the Bear Creek Fire Service Area ("BCFSA") and the Lowell Point Volunteer Fire Department ("LPVFD") is for automatic aid response of fire apparatus and personnel.

The purpose of the Plan is to outline the procedures for carrying out an automatic aid response between BCFSA and LPVFD. This Plan is a guide for day-to-day operations, and may be revised, amended or altered annually by mutual consent of BCFSA and LPVFD with approval by the Borough Mayor and Lowell Point Community Council for the purpose of carrying out the original intent of the Automatic Aid Agreement. Should the automatic aid agreement between the parties be terminated, this Plan shall automatically terminate.

I. AUTOMATIC AID RESPONSE AREAS and AMOUNT AND TYPE OF ASSISTANCE

- a. When staffing levels and call volumes permit, BCFSA will automatically respond to a LPVFD alarm for any structural fire within the Community of Lowell Point (map attached), and will provide a tanker/pumper and four personnel on a first alarm response. Unless redirected by the On-Scene Incident Commander ("OIC"), the response will be to the fire scene. If the tanker/pumper responding can only safely carry two personnel, the additional responders will accompany the tanker/pumper in a utility vehicle or other vehicle suitable for emergency response. The deployment of designated automatic aid may be restricted by current staffing and conditions, and will be at the discretion of the Fire Chief, Chief of Operations, or On-Call Command Officer.
- b. When staffing levels and call volumes permit, LPVFD will automatically respond for any structural fire within the BCFSA boundaries (map attached), and will provide a tanker/pumper and four personnel on a first alarm response. Unless re-directed by the OIC, the response will be to the fire scene. If the tanker/pumper responding can only safely carry two personnel, the additional responders will accompany the tanker/pumper in a utility vehicle or other vehicle suitable for emergency response. The deployment of designated automatic aid may be restricted by current staffing and conditions, and be at the discretion of the Fire Chief, or On-Call Command Officer.

- c. Cancellation may occur in small uncomplicated incidents that may be false alarms, out on arrival, out immediately after arrival, etc.

II. TRAINING

Joint training exercises shall be carried out at least annually under the direction of the Chief or the Chief's Operations or Training Officers in each department. Classroom instruction should be available upon request by each department, and should include ICS and unified command exercises.

III. COMMUNICATIONS

- a. RADIO – When dispatching a call, dispatch shall state that an Automatic Aid is needed. This may occur with or without direction by either department for fire incidents. The responding agency, after notifying dispatch that they are en route, will switch to the requesting agency's dispatch channel and advise the OIC they are en route.
- b. The responding agency will communicate with the OIC unless advised otherwise.
- c. Radio traffic will be kept to a minimum.
- d. Clear text will be used at all times.

IV. FIRE INCIDENT REPORTING

Each agency shall be responsible for reporting the incident in accordance with their department, Borough or Community Council policy and procedures.

V. REVISIONS

The Operational Plan shall be reviewed annually and remain a part of the Automatic Aid Agreement upon consent of the agencies and execution by the Borough Mayor and Lowell Point Community Council.

APPROVED:

BEAR CREEK FIRE SERVICE AREA

By: _____
Richard Brackin, Acting Fire Chief
Date: _____

LOWELL POINT VOLUNTEER FIRE DEPARTMENT

By: _____
Karl Van Buskirk, Fire Chief
Date: _____

BEAR CREEK FIRE SERVICE AREA BOARD

By: _____
BCFSA Board President
Date: _____

COMMUNITY OF LOWELL POINT

By: _____
Lowell Point Community Council President
Date: _____

KENAI PENINSULA BOROUGH

By: _____
Charlie Pierce, Mayor
Date: _____

APPROVED as to form and legal Sufficiency

By: _____
Patty Burley, Deputy Borough Attorney
Date: _____

ATTEST

Johni Blankenship, MMC Borough Clerk
Date: _____

Introduced by:

Mayor

Date:

09/01/20

Action:

Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-060**

**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 TO DECEMBER 30, 2020**

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

WHEREAS, the declaration activates the borough's emergency response plan and requests disaster assistance from the State of Alaska by making available resources as needed for the ongoing response and recovery from the current and potential impacts, to provide individual assistance for affected businesses and individuals, and technical expertise and guidance to help the borough in its response and recovery from this event; and

WHEREAS, the assembly extended the Disaster Emergency Declaration at its March 17, 2020, meeting for a period of 90-days from March 23, 2020 to June 21, 2020, by approving Resolution 2020-026; and

WHEREAS, the assembly issued a second extension of the Disaster Emergency Declaration at the June 2, 2020, meeting for a period of 90-days from June 21, 2020 to September 19, 2020, by approving Resolution 2020-038; and

WHEREAS, as the response and recovery efforts continue and are expected to require the ongoing use of borough resources, it is appropriate to extend the disaster declaration to December 30, 2020; and

WHEREAS, the assembly wishes to extend this declaration in the best interests of the public;

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

SECTION 1. That the declaration of local disaster emergency issued by the borough mayor on March 16, 2020, is hereby extended to December 30, 2020, in order to allow for a more complete response. A copy of the declaration of disaster emergency extended by this resolution is attached and incorporated herein by reference.

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

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST DAY OF SEPTEMBER, 2020.

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Office of Emergency Management

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: Dan Nelson, Senior Manager - OEM *DN*

DATE: August 20, 2020

RE: Resolution 2020-060, Extending the Disaster Emergency Declaration for the Kenai Peninsula Borough Issued Due to the Current and Expected Imminent Impacts of the COVID-19 Pandemic to December 30, 2020 (Mayor)

The administration requests that the assembly extend the disaster declaration to December 30, 2020. The disaster declaration indicates that ongoing response and recovery is still proceeding due to the developing nature of the pandemic. The declaration allows the administration to provide assistance to cities and communities with resources and other technical needs.

Extending until the end of the calendar year will give time to monitor and respond to continuing guidance and changes from the state and federal governments.

Your consideration is appreciated.



Office of the Borough Mayor

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

Charlie Pierce
Borough Mayor

DISASTER EMERGENCY DECLARATION FOR THE KENAI PENINSULA BOROUGH

March 16, 2020

WHEREAS, the novel Coronavirus known as COVID-19 was first discovered in China and since that time has spread to many countries throughout the world; and

WHEREAS, reducing the high risk of serious illness from COVID-19 is critical to older adults and individuals who have serious chronic medical conditions; and

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

WHEREAS, the first coronavirus patient in Alaska was diagnosed in Anchorage on March 12, 2020; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) has recommended that employers and others implement policies such as remote work and cancellation of mass gatherings to increase the physical distance between individuals to prevent the spread of COVID-19; and

WHEREAS, persons infected with COVID-19 may not show symptoms for a period of two to fourteen days; 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 be attending school and all after school activities will be suspended; and

WHEREAS, many public and private facilities, gatherings, and other events have been cancelled or postponed in order to prevent the rapid transmission of COVID-19; and

Kenai Peninsula Borough Disaster Emergency Declaration
March 16, 2020

WHEREAS, these events have a significant impact on business, commerce, and the local economy now and potentially in the future as there is no projected date for a potential vaccine or other treatment for COVID-19; and

WHEREAS, the Kenai Peninsula Borough is working with the State of Alaska, Department of Health and Social Services, the Division of Homeland Security and Emergency Management, and other agencies under unified command; and

WHEREAS, Governor Mike Dunleavy issued a Declaration of Public Health Disaster Emergency on March 11, 2020 and the President of the United States issued a Proclamation on Declaring a National Emergency on March 13, 2020; and

WHEREAS, the Borough expects that the continued impact of COVID-19 will be of a severity and magnitude that is beyond the authority and capacity of the Kenai Peninsula Borough, a second class borough of the State of Alaska, to provide effective response;

NOW THEREFORE, I declare a Disaster Emergency per AS 26.23.140 to exist in areas throughout the Kenai Peninsula Borough outside of the cities due to the current and expected imminent impacts of the COVID-19 pandemic, and as such I have activated the emergency response plan of the Kenai Peninsula Borough in order to address the ongoing response.

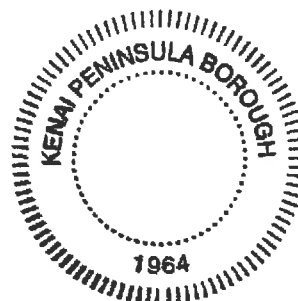
FURTHERMORE, the Kenai Peninsula Borough requests that the Governor of the State of Alaska provide disaster assistance to the Kenai Peninsula Borough by making available resources as needed in the ongoing response and recovery from the current and potential impacts from this pandemic, to provide individual assistance for affected businesses and individuals, and to provide technical expertise and guidance, to help the borough in its response and recovery from this event.

Dated this 16th day of March, 2020.


Charlie Pierce
Kenai Peninsula Borough Mayor

ATTEST:


John Blankenship
Borough Clerk



Introduced by:

Cox

Date:

09/01/20

Action:

Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-062**

**A RESOLUTION REQUESTING THAT THE KENAI PENINSULA BOROUGH
CLERK'S OFFICE UTILIZE MEDIA SOURCES TO DIRECT VOTERS TO ONLINE
VOTER PAMPHLET INFORMATION**

WHEREAS, the Kenai Peninsula Borough Clerk's Office successfully produces and distributes a Voter Pamphlet to residents of the Kenai Peninsula each year; and

WHEREAS, the Voter Pamphlet is a consistent source of fair and neutral proposition summaries and provides candidate profiles and statements submitted by the candidates appearing on the Borough ballot; and

WHEREAS, the need for print copies of the Voter Pamphlet with borough ballot information still exists, but many voters are now getting their information from online sources instead; and

WHEREAS, some online sources may have information that is neither neutral nor factual; and

WHEREAS, the civic duty of the Kenai Peninsula Borough Assembly and clerk's office is to disseminate the candidate profiles and statements submitted by the candidates and neutral proposition summaries, and proposition opinion statements as allowed by borough code; and

WHEREAS, the information within the Voter Pamphlet should be easily found by all residents searching for borough ballot candidate information and proposition details, whether it be in print or online;

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

SECTION 1. That the Kenai Peninsula Borough Assembly requests that the clerk's office utilize local media outlets, by way of public service announcements, to inform voters that a print and electronic online version of the Voter Pamphlet is available and how they can receive or view the information.

SECTION 2. That the Kenai Peninsula Borough Assembly requests that the clerk's office also use the Kenai Peninsula Borough's website in connection with social media via official borough pages, groups, or identities using platforms such as Facebook, Twitter, Instagram, etc. to direct voters to the online Voter Pamphlet information. Individual sharing of posts will be allowed, but all commenting directly to the

Kenai Peninsula Borough post will be disabled. One weekly post will be made to all appropriate pages, groups, or identities to direct viewers to the digital voter ballot information as follows:

- 5 Weeks before Election - Mayoral Candidates
- 4 Weeks before Election – Propositions
- 3 Weeks before Election - Assembly Candidates
- 2 Weeks before Election - Board of Education Candidates
- 1 Week before Election - Service Area Board Seats

These posts will include small amounts of information pertaining to the topic of the particular week.

SECTION 3. That this resolution shall become effective immediately upon its adoption and will continue each year unless changed by the Kenai Peninsula Borough Assembly.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST DAY OF SEPTEMBER, 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: Tyson Cox, Assembly Member 

DATE: August 20, 2020

RE: Resolution 2020-D62, Requesting that the Kenai Peninsula Borough Clerk's Office Utilize Media Sources to Direct Voters to Online Voter Pamphlet Information (Cox)

The Kenai Peninsula Borough Clerk's Office has done a great job successfully producing and distributing the informational brochure, also known as the Voter Pamphlet, to residents of the borough each year. They have made sure the same information is published to the borough website and the borough election webpages. Many residents may not know that this information can be found in print and online.

The KPB Voter Pamphlet is consistently a source of fair and neutral proposition summaries. It also provides candidate profiles and statements submitted by the candidates. This pamphlet has helped many voters make their election choices over the years. Today many people do not spend time looking at print documents as advances in technology have changed how information is distributed and obtained. The amount of information found and its accuracy can be hit or miss. Many sources are neither neutral nor factual.

This resolution aims to give the KPB Clerk's Office clear direction to begin utilizing local media and online social media sources to engage residents by directing them to the borough website where a fair and neutral source of ballot information and proposition details can be found, both in print and online.

In Section 2 of the resolution, the Clerk's Office has been asked to disable direct commenting to any such KPB post as was discussed during the August 4, 2020 Assembly Meeting. Sharing of the posts would be allowed as that is how social media has been designed to maximize the number of people exposed to the information.

Your support of this resolution would be appreciated.

Introduced by:

Cooper, Cox

Date:

09/01/20

Action:

Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-061**

**A RESOLUTION IN SUPPORT OF THE STATE’S USE OF ESTIMATED STUDENT
COUNT DATA TO FUND K-12 PUBLIC EDUCATION FOR FISCAL YEAR 2021**

- WHEREAS,** pursuant to Alaska Statutes, school districts shall prepare and submit to the Alaska Department of Education and Early Development (“DEED”) a student count estimate by November 5, 2020 that will assist the DEED in determining the state aid for each school district for the current school year, and also to determine the amount of state aid for the succeeding fiscal year for which the district may be eligible under AS 14.17.400; and
- WHEREAS,** student count estimates are used each year by the State of Alaska as the basis for state aid to school districts through the Foundation Program allocation; and
- WHEREAS,** the state's operating budget (HB 205) was signed into law on May 18, 2020 with funding for the Foundation Program based on student count estimates; and
- WHEREAS,** school districts are required to submit their budget for each fiscal year to DEED by July 15th of the fiscal year; and
- WHEREAS,** a final determination for state aid under the public school funding program is based on a 20-day student count period ending the fourth Friday in October; and
- WHEREAS,** in response to the global pandemic brought about by the coronavirus, the Kenai Peninsula Borough School District (“KPBSD”) is developing flexible plans that respond to various levels of community spread and allow teaching and learning to continue throughout the 2020-2021 school year under several learning models; and
- WHEREAS,** these plans call for a variety of learning models and options for families to consider, including attending their neighborhood school in person, attending their neighborhood school through remote learning, and attending KPBSD Connections Homeschool; and
- WHEREAS,** the KPBSD may experience a significant loss in revenue for any families choosing to enroll their children in correspondence study programs on a temporary basis; and
- WHEREAS,** a significant loss in state revenue would result in a significant reduction in the maximum allowed local contribution from the borough which would exacerbate the financial challenges faced by KPBSD; and

WHEREAS, this funding uncertainty complicates planning efforts and will likely limit the KPBSD's ability to provide essential services amid the pandemic; and

WHEREAS, supporting holding the school district harmless from the current school year student count results in determining this year's school district budget would best serve the interests of the borough and school district;

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

SECTION 1. That the Kenai Peninsula Borough Assembly supports the state's use of estimated student count data, submitted November 2019, in determining the amount of state aid under the public education funding program for Fiscal Year 2021.

SECTION 2. That copies of this resolution shall be provided to Governor Michael Dunleavy, Commissioner Dr. Michael Johnson, Senator Gary Stevens, Representative Harriet Drummond and Representative Andi Story.

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

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST DAY OF SEPTEMBER, 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 *JB*
Tyson Cox, Assembly Member *JC*

DATE: August 20, 2020

RE: Resolution 2020-061, In Support of the State's Use of Estimated Student Count Data to Fund K-12 Public Education for Fiscal Year 2021 (Cooper, Cox)

The COVID-19 pandemic has created widespread concerns throughout the United States regarding the pending return to school in the Fall of 2020. School districts are experiencing unprecedented enrollment migration to home school programs. Funding for school districts in Alaska is determined using a formula based largely on student count estimates conducted each October. Without legislative and/or Alaska administrative action this loss of in-person enrollment will cause a significant loss of revenue for school districts throughout the state including the Kenai Peninsula Borough School District (KPBSD).

The KPBSD Administration has met with Commissioner Johnson and his senior finance team to express this concern and offer solutions. One proposed solution was to hold school district funding harmless from the student count to be submitted in November 2020 for FY21 as a temporary measure. Funding would instead be based on the student count data submitted in November 2019.

The state's operating budget for FY21 was signed into law on May 18, 2020. Normally this would be increased or decreased during the school year after receipt of the student count data for the current fiscal year. Given the anticipated substantial drop in attendance this Fall, the district is gravely concerned that without this funding it would be forced to make draconian cuts resulting in laying off of staff, closing pools, theatres, buildings, and other significant spending cuts.

Your support of this resolution would be appreciated.

Introduced by:	Mayor
Date:	09/01/20
Hearing:	09/15/20
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-19-05**

**AN ORDINANCE APPROPRIATING FUNDING FROM THE CENTRAL PENINSULA
HOSPITAL PLANT REPLACEMENT AND EXPANSION FUND FOR THE HANDICAP
PARKING AND ADA ACCESS PROJECT**

- WHEREAS,** the Kenai Peninsula Borough has entered into an Operating Agreement with Central Peninsula General Hospital Inc. (“CPGH, Inc”) for the operation of Central Peninsula Hospital and other Medical Facilities, and to provide other healthcare programs and services, on a nonprofit basis to ensure continued availability to the Service Area residents; and,
- WHEREAS,** Ordinance 2016-19-12 appropriated \$10,000,000 from the plant replacement fund to supplement funds generated through the sale of hospital revenue bonds for the construction of a building to support a new obstetrics department and a catheterization lab (“OB/Cath Lab”), and other site development needs at the Central Peninsula Hospital (“CPH”); and
- WHEREAS,** heated handicap parking at the CPH’s Mountain Tower entrance was identified as a priority need in the development of the project; and
- WHEREAS,** heated handicap parking and access is a standard at CPH due to the high demand for Americans with Disabilities Act (“ADA”) access at healthcare facilities; and
- WHEREAS,** the use of heated handicap parking and heated ADA access has also proven to reduce the occurrences of weather related slips, trips and falls on the hospital campus; and
- WHEREAS,** all other goals for the OB/Cath Lab facility have been completed and a design effort is underway to complete the handicap portion of the parking; and
- WHEREAS,** the total handicap parking development is estimated at \$620,000; and
- WHEREAS,** funds in the amount of \$215,000 will be needed to complete the project; and
- WHEREAS,** sufficient funds are available in the Central Peninsula Hospital Plant, Replacement and Expansion Fund to fund this project; and,

WHEREAS, under Section 16(b) of the Operating Agreement, transfers in or out of the CPH Plant Replacement and Expansion Fund shall first be considered by the CPGH, Inc. Board and its recommendations forwarded to the assembly; and,

WHEREAS, at its meeting held on August 27, 2020, the CPGH, Inc. Board of Directors recommended _____;

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

SECTION 1. Funds in the amount of \$215,000 are appropriated from the Central Peninsula Hospital Plant, Replacement and Expansion Fund account number 490.20602 to account number 490.81110.17OBL.49999 for the purpose of completing the Handicap Parking and ADA Access Project.

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.

ATTEST:

Kelly Cooper, Assembly President

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Purchasing & Contracting Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: John Hedges, Purchasing & Contracting Director *JH*
Brandi Harbaugh, Finance Director *BH*

DATE: August 20, 2020

RE: Ordinance 2020-19-05, Appropriating Funding from the Central Peninsula Hospital Plant Replacement and Expansion Fund for the Handicapped Parking and ADA Access Project (Mayor)

Ordinance 2016-19-12 appropriated \$10,000,000 from the plant replacement fund to supplement funds generated through the sale of hospital revenue bonds for the construction of a building to support a new obstetrics department and a catheterization lab (OB/Cath lab). Other site development needs related to the expansion of the facility were included in that project. As a priority the need for an improved heated handicap parking development at the hospital's Mountain Tower entrance was identified. Due to the potential for project cost increases in this type of renovation work the heated handicap parking scope was set aside until remaining funds could be verified.

Heated handicap parking and access is a standard at CPH due to the high demand for ADA (Americans with Disabilities Act) access at healthcare facilities. The use of heated handicap parking and heated ADA access has also proven to reduce the occurrences of weather related slips, trips and falls on the hospital campus.

The remaining budget balance is approximately \$705,000. The OB/Cath lab building project has several changes in scope that are being addressed at this time. These changes would have normally been addressed through a contract change order. However, due to COVID related issues and the immediate need for the ICU spaces, the contractor was demobilized before those portions of the work could be completed. The cost of these minor changes is estimated at a not-to-exceed amount of \$300,000. The primary portions of this scope will address humidity issues with the HVAC system, generator room heating system improvements, other minor heating and cooling adjustments, patient restroom modification, mechanical space egress improvement, and other minor building modifications. All of these items are directly related to the original project needs.

Currently a design effort is underway to complete the handicap portion of the parking lot this season as described above. The total estimated cost of the project is \$620,000. The estimated cost for the parking lot improvements will exceed the remaining project budget. An additional amount of \$215,000 will need to be appropriated to complete the prioritized work.

FINANCE DEPARTMENT ACCOUNT/FUNDS VERIFIED

Acct. No. 490.20602

Amount: \$215,000.00

By: PP Date: 8/20/2020

Introduced by:	Mayor
Date:	09/01/20
Hearing:	09/15/20
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-37**

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

WHEREAS, on November 30, 2018 at 8:29 am 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 North Peninsula Recreation Center in the amount of \$136,558.66 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 \$136,558.66 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 30-57 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 judgment.

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

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST DAY OF SEPTEMBER, 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 *SD for BH*
Dan Nelson, Senior Manager - OEM *DN*

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

DATE: August 20, 2020

SUBJECT: Ordinance 2020- 37, Approving and Accepting Grant Funds from the State of Alaska Division of Homeland Security & Emergency Management to Reimburse Repairs at the North Peninsula Recreation Center Resulting from the November 30, 2018 Cook Inlet 7.0 Earthquake (Mayor)

This ordinance accepts \$136,558.66 from the State of Alaska Division of Homeland Security & Emergency Management (AKDHSEM) for costs incurred at the North Peninsula Recreation Center 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 are 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 132 for North Peninsula Recreation Center.

FINANCE DEPARTMENT - ACCOUNT VERIFIED

Account No. 260.61110.19EQ1.49999

By: PP Date: 8/19/2020

Attachment: Released via email.



**DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
DIVISION OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT**
Obligating Award Document for
Disaster - Public Assistance Presidentially Declared

FAIN: (Disaster Number)

CFDA No. 97.036 Date of Disaster Declaration

1. Project Worksheet #	2. DUNS #	3. Award <input type="checkbox"/> Amendment <input type="checkbox"/> Amendment Number	4. Employer Tax ID #
5. Recipient Name and Address		6. Issuing Office and Address Department of Military and Veterans Affairs Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750 http://www.ready.alaska.gov	
7. PW Obligation Date		Agency: Federal Emergency Management Agency (FEMA)	
9. Purpose of Award/Amendment:			
10. Grant Award and Terms and Conditions: (see attached Grant Terms and Conditions) Total Approved Amount: Total Awarded Amount: Federal Share: State Share: Sub-Grantee Share: See attached: Time Extension Approval Letter Grant Performance Period: through			
11. Grant Requirements, Assurances and Agreements: (see attached Grant Requirements, Assurances and Agreements) <i>The acceptance of a grant from the United States creates a legal duty on the part of the grantee to use the funds or property made available in accordance with the conditions of the grant. (GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8[c]). Federal awarding agency is the Federal Emergency Management Agency (FEMA).</i>			
12. Project Award Title:			
13. Recipient is required to sign and return one (1) copy of this document with the terms and conditions to the issuing address in Block 6, within 30 days from the date in Block 17.			
14. DHS&EM Project Manager		Phone: (907) 428- Fax: (907) 428-7009 Email:	
Printed Name of SPAO:			
15. Signature of Jurisdiction Project Manager		Phone: Fax: Email:	
Printed Name:			
16. Signature of Jurisdiction Chief Financial Officer		Phone: Fax: Email:	
Printed Name:			
17. Signature of Jurisdiction Signatory Official		Date: Phone: Fax: Email:	
Printed Name and Title:			
18. DHS&EM Signatory Official		Date: Phone: (907) 428-7000 Fax: (907) 428-7009 Email:	

Turn over to complete instruction acknowledgement.

Grant Award Instructions

As a Sub-Recipient, you are only entitled to costs that are eligible. All eligible work must conform to the Scope of Work as specified in the applicable Project Worksheet (PW). Do not assume all costs or changes will be allowed at project completion. Any change request must contain justification for the eligibility of additional costs or work.

All Emergency Work PWs (Category A and B: “Emergency Work”) must be complete six months from the date of the Disaster Declaration. All Permanent Work PWs (Categories C-G, “Permanent Work”) must be complete 18 months from the date of the Disaster Declaration. If more time is required, contact your Division Representative before the associated deadline to request a Time Extension. Ample justification is required for approval of any Time Extension Request.

Please carefully review the Damage Description and Dimensions, Scope of Work, and Cost Estimate. If you do not agree with the PW as written, or determinations regarding project eligibility, Scope of Work, time limits, funding, or other determinations, an appeal process is available. This process requires written correspondence identifying the action under appeal with an appropriate justification within 60 days of receipt of this Award. Please attach all pertinent documentation supporting your appeal and mail to:

Paul L. Nelson, Director (Acting)
Division of Homeland Security
and Emergency Management
PO Box 5750
JBER, AK 99505

Failure to follow these guidelines will jeopardize project funds and may impact future disaster assistance. Additional PWs pending approval will be transmitted in future correspondence. Please review all PWs and ask us about pending PWs to ensure all damaged sites or facilities are identified.

As the Authorized Representative of the _____,
I have reviewed these instructions and acknowledge our appeal rights and responsibilities under the Public Assistance Program.

Printed Name and Title of Authorized Representative

Signature

Date

Introduced by:	Mayor
Date:	09/01/20
Hearing:	10/13/20
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-38**

**AN ORDINANCE APPROVING THE REVISED KENAI PENINSULA BOROUGH
EMERGENCY OPERATIONS PLAN**

- WHEREAS,** pursuant to KPB 2.45.020, the Kenai Peninsula Borough is required to develop and adopt plans for a coordinated response to disaster emergencies which may occur within the borough; and
- WHEREAS,** the assembly approved the last Emergency Operations Plan (“EOP”) for the borough with the adoption of Ordinance 2016-08; and
- WHEREAS,** the EOP calls for review and amendment as necessary; and
- WHEREAS,** since the adoption of the previous EOP, the borough has experienced six declared disasters and the lessons learned from those disasters are incorporated into this revised plan; and
- WHEREAS,** the entire EOP has been reviewed and updated, as well as four new sections added including Whole Community and Mass Care, Pandemic, Armed Intruder, and Alluvial Flooding; and
- WHEREAS,** at its meeting of August 5, 2020 the Local Emergency Planning Commission recommended approval by unanimous consent;

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

SECTION 1. That KPB 2.45.050 is enacted as follows:

2.45.050 Response, Recovery, and Mitigation Plans

The document entitled “Kenai Peninsula Borough Emergency Operations Plan” dated July 1, 2020 is adopted as the emergency operations plan of the Kenai Peninsula Borough.

SECTION 2. That this ordinance shall become 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

Office of Emergency Management

MEMORANDUM

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

THRU: Charlie Pierce, Mayor CP

FROM: Dan Nelson, Emergency Manager DN

DATE: August 20, 2020

RE: Ordinance 2020- 38, Approving the Revised Kenai Peninsula Borough
Emergency Operations Plan (Mayor)

The Kenai Peninsula Borough Emergency Operations Plan (EOP) outlines the concepts and operations for responding to natural, technological, and man-made emergencies within the borough. The plan contains guidance, checklists, methods of organizing responses, responsibilities, legal authorities, and other pertinent operational information.

The EOP was last updated in 2016. With six declared emergencies since that time, it is appropriate to incorporate lessons learned and update the plan to reflect current practices and technology. This revision was performed in-house by OEM staff.

A number of minor changes and corrections have occurred throughout this plan. Major changes are outlined in the summary of changes document. In addition, four sections have been added or heavily modified in this revision:

- Whole Community and Mass Care
- Pandemic
- Armed Intruder
- Alluvial Flooding

Your adoption of the revised Emergency Operation Plan is respectfully requested.

Visit

[www.kpb.us/emergency-
mgmt/plans/eop](http://www.kpb.us/emergency-mgmt/plans/eop)

to view the Office of
Emergency Management's
Emergency Operations Plan



Office of Emergency Management

253 Wilson Lane, Soldotna, Alaska 99669 • (907) 262-4910 • (907) 714-2395 Fax

Charlie Pierce
Borough Mayor

2020 Emergency Operations Plan Re-Write Summary of Key Changes

Section 1

- Acknowledges voluntary organizations may assist during emergencies and disasters, and may be included in the EOC or on the Incident Management Team.
- Acknowledges some plans have not been revised in recent times and may require updates, or may be replaced in the future.
- Acknowledges that Borough agencies will also put their continuity of operations plans (COOP) into effect as needed.
- Recognizes the KPB School District has the responsibility to educate and involve school faculty and staff in disaster preparedness and response through training and exercises. The CERT program is not responsible for courses offered to school faculty and staff.
- Clarifies language regarding correct title of Emergency Manager (removes reference to "Director").
- Changes language referencing the State Emergency Operations Center (not the State Coordination Center).
- Removes reference that this plan contains a log of exercises and training, and deletes the log in this plan (Log is kept on OEM database).
- Changes language for ICS classes that they only need to be completed once (not ongoing or recurring)
- References the continuing importance of the Borough Incident Management Team to provide sufficient response capacity locally.
- Removes the link and reference to the State of Alaska Pandemic Influenza Plan

Section 2

- Acknowledges the type of events that are likely to cause the implementation of the KPB Emergency Operations Plan

- Removes reference to the declaration form in Appendix A for Borough disaster declarations, and any request to the State for a disaster declaration.
- Removes the reference for consideration of needing an emergency procurement authorization from the Assembly early in an incident.
- References the development of the Situation Report during an emergency, the frequency, and distribution of the report. Gives discretion to the Incident Commander on frequency.
- Removes the requirement for the Borough Public Information Officer to send out the State Situation Report.

Section 3

- The hazard checklists for Avalanche, Earthquake, Evacuation, Pandemic, Tsunami, and Volcano were deleted and users of the plan were referred to the hazard specific annexes for checklists
- Other updates and corrections were made to the remaining checklists to reflect current practice

Section 4

- Change from Rapid Notify to KPB Alerts
- Recognize the Joint Information System webpage (OEM website)
- Insertion of Social Media as an important tool for information
- Encourage populations with access and functional needs including individual, group, long-term care or assisted living facilities to develop their own plans to evacuate if necessary.
- Acknowledging OEM role to manually activate the All Hazards Alert Broadcast system (sirens) if necessary.
- Indicate that WEA messages are able to be sent through KPB Alerts system
- Adult Correctional, Youth or Detention Facilities, or the Cities they are located in, are responsible to develop and plan for evacuation of their facilities if necessary.
- Removed the reference that the All Hazards Alert Broadcast sirens will immediately activate when a tsunami warning is transmitted by the National Weather Service. Instead, activation can be made manually. Remote control of the sirens requires active network communications at each site.
- Increased the number of template examples for KPB Alerts to allow for quicker alert notifications during emergency operations.
- Wireless Emergency Alerts (WEA) system will be upgraded to allow up to 360 characters for messages.

- Clarifies that the Department of Corrections is responsible for evacuating and housing inmates. Similarly, the City of Seward and City of Homer are responsible for evacuation of any correctional detainees in city run detention facilities.
- Responsibility for evacuation of the Youth facility in Kenai rests with the Division of Juvenile Justice.
- The Kenai Peninsula Borough is not responsible to identify and locate any seasonal summer camps.

Section 5

- Removed link to FEMA website for NIMS and ICS.
- Removed evacuation orders from the Mayor's duties (Emergency Manager function)
- Under Emergency Management duties, add approving of messages through the public information officer.
- Delete open designated shelter by the American Red Cross (Borough function).
- Add duties to public information officer list of functions under responsibilities & authorities.
- Refined span of control to reflect current practice

Section 6

- Change language to reflect the greater need and role of computers, phones, and technology required during emergencies.
- Recognizes the important role that IT support plays during emergency response.
- Identifies the collaboration necessary on large scale incidents between the IMT, agencies, departments, businesses and other key community stakeholders.
- Recognizes the Emergency Operations Center is transitioning to a permanent configuration, and outlines items required if the EOC were located at an alternative location other than the Emergency Response Center.
- Recognizes the role and need for strong internet capabilities during emergency response.
- Revise the EOC checklist of items needed to reflect current and expected needs.

Section 7

- Revised the Incident Command Information and Resources exchange tables to reflect current Borough IMT roles, protocols, and procedures.
- Revised the Public Information Officer (PIO) role to be consistent with current Information and media practices.

- Updated media section including roles and briefings to reflect current practices.
- Acknowledge the role of the Joint Information System (JIS) that is implemented during emergencies with large multi-agencies responses. This includes the Borough's Virtual Joint Information System website (OEM website) that is used to disseminate information.
- List the functions of the Borough Call Center and the role Public Information plays during disaster responses.

Section 8

- Revised resource request process with current procurement procedures and removed outdated references.
- Added Whole Community initiative into plan.
- Removed Kenai Peninsula Citizen Corps programs: Fire Corps, Neighborhood Watch, Medical Reserve Corps
- Removed reference to specific amateur radio group MOA's

Section 9

- Acknowledge the Borough OEM has the primary responsibility to establish Disaster Help Centers (commonly known as shelters) as necessary during a disaster.
- Establish the role of Disaster Help Center (DHC) Managers and the reporting relationship to the Borough Incident Management Team and the ICS structure.
- Borough Disaster Help Centers will provide services as necessary that may include: Assistance, Feeding, Information, and daytime or nighttime accommodations.
- Acknowledge the importance of the Whole Community approach to disaster response. Discuss how organizations assist during an emergency to staff and operate Borough Disaster Help Centers.
- Recognize Borough trained volunteers, VOAD Coordinator, and whole community groups will play a large role in providing services to the community during a disaster.
- Outlines the role of the Disaster Help Center (DHC) Manager and how the needs of the community will help determine which services will be offered at each DHC location.
- Updates the mass care plan to acknowledge the changes to shelters as a result of the COVID-19 pandemic.

Section 10

- Added list of agency contacts for oil and hazmat release response
- Replaced references to Unified Plan with Alaska Regional Contingency Plan and Arctic and Western Alaska Area Contingency Plan.
- Added additional information about the Regional Plan and Area Plan, what could be found in each plan and jurisdictional guidance based on the updated Alaska Regional Contingency Plan and Area Contingency Plan.
- Added information and guidance relating to disaster/emergency declarations
- Added initial actions that may be taken by local governments to mitigate immediate threat to public safety.
- Removed some of the sample org charts and standard ICS function descriptions.
- Removed tactical field operations for hazardous material incident response.

Section 11

- References the development of the U.S. Department of Homeland Security Terrorism Advisory System and information on potential threats.
- Acknowledges the Borough will arrange for temporary housing for evacuees
- Removes reference to providing information to the public under the community right to know act.

Section 12

- Changed responsibilities from Borough Mayor to Agency Administrator which could be the Borough Mayor or OEM Emergency Manager.
- Reference that community education materials can be shared on social media posts and displayed on the Borough virtual joint information website.
- References section 7 of the EOP as an additional location to find communication strategies.

New Sections

- Section 13: Whole Community and Mass Care. This section recognized the role of the whole community in mass care during and after an event and finalizes the plan that has been in development through the OEM whole community initiative. It should be noted that the COVID-19 pandemic is contributing to the continued refinement of this plan.
- Section 14: Pandemic. This section begins to incorporate procedures for pandemics and public health emergencies.

Annexes

- Minor updates have occurred to the following annexes. These changes generally are administrative, better define responsibilities and partners, or updated practices and lessons learned. No substantial change was made to the content of these annexes:
 - Annex 1: Evacuation
 - Annex 2: Sheltering
 - Annex 6: Earthquake
 - Annex 7: Tsunami
- New Annexes include:
 - Annex 9: Armed Intruder
 - Annex 12: Alluvial Flooding
- No changes were made to:
 - Special Needs
 - Pet Sheltering
 - Avalanche
 - Volcano
 - Call Center
 - Joint Information System

Appendix

- Appendix A (Forms), Appendix B (Sensitive Information), Appendix C (Telephone Directory) were deleted, these items reside in electronic databases or checklists that are more easily updated than static pages in a plan. Appendix E (Community Information) was deleted, this information is easily accessible and updated through online resources.



I. Purpose

The Kenai Peninsula Borough (KPB) working with, local jurisdictions, Kenai Peninsula first responders, and/or other agencies as appropriate, will coordinate the evacuation of persons threatened by disasters or major emergencies affecting the Borough. This annex addresses concepts for emergency management actions during the warning, response, and recovery phases of incident evacuation. General in application, flexible during response and recovery, it provides the overall structure needed for evacuation operational planning and execution. This Annex must be used in conjunction with community and State plans and Standard Operating Guidelines. This annex may be placed into operation whenever a local or borough declared emergency or disaster occurs which necessitates the evacuation of persons from a threatened area.

Whenever an evacuation is necessary, planners and emergency managers should also consult Annex 2 (Sheltering), Annex 3 (Special Needs) and Annex 4 (Pet Sheltering). This Annex supplements the KPB Emergency Operations Plan (2007) which provides the overall guidance for emergency response activities in the borough.

II. Authority

Kenai Peninsula Borough is authorized by AS 26.20.060 and KPB Code of Ordinances Section 2.45.010, to plan for and respond to public emergencies and disasters affecting the Kenai Peninsula Borough. The Borough Mayor or designee must declare a local emergency or disaster to allow activation of this plan. The following are citations from State Statutes regarding evacuations:

Per AS 26.23.020(g)(5), if the Governor finds that a disaster has occurred or that a disaster is imminent or threatened, the governor shall, by proclamation, declare a condition of disaster emergency. As part of the broad powers vested in the Governor during a declared disaster, the Governor can “direct and compel the relocation of all or part of the population from any stricken or threatened area in the state, if the governor considers relocation necessary for the preservation of life or for other disaster mitigation purpose”.

Alaska Statutes specifically gives an official of a fire department registered with the State Fire Marshall's office the authority to authorize an evacuation (AS18.70.075 and.090). The Department of Natural Resources, Division of Forestry is registered as a fire department with the Alaska State Fire Marshall. Because of this, employees of the Division of Forestry are considered fire officials and have statutory authority to call for evacuations. A fire officer of a registered municipal fire department while providing fire protection or other emergency services has the authority to:

- A. Control and direct activities at the scene of a fire or emergency;



- B. Order a person to leave a building or place in the vicinity of a fire or emergency, for the purpose of protecting the person from injury;
- C. Blockade a public highway, street, or private right-of-way temporarily while at the scene of a fire or emergency.

Per 17 AAC 25.100. Road closures and restrictions: the Department of Transportation and Public Facilities may prohibit the operation of vehicles upon any highway or may impose restrictions on any aspect of vehicle operation on any highway whenever the highway, in the judgment of the commissioner, may be seriously damaged or destroyed by such operation or whenever it is deemed necessary by the commissioner in the interests of safety to the traveling public. The restrictions shall be effective after due notice has been given to the public except in an emergency requiring immediate action.

III. Situation and Assumptions

Situation

Evacuations of threatened areas may be necessitated by a wide variety of natural and/or human-caused emergencies. Natural emergencies may include seismic events, tsunamis, volcanic events, wildfire, flooding or storm surges. Human-caused events may include hazardous materials release or energy emergencies.

- A. All KPB residents are vulnerable to situations that may call for evacuation
- B. KPB population locations and distribution vary widely from urban areas, to rural communities, to remotely located villages and homesteads off the road system
- C. KPB population includes individuals with special needs with unique considerations for evacuation operations.
- D. Evacuations for incidents local in nature will be handled by local jurisdiction plans and authorities. However, all evacuation operations should be coordinated with adjacent communities and the next higher level of government (KPB OEM, State Emergency Operations Center [SEOC])
- E. The AST are not authorized to enforce an evacuation order that is not issued by the Governor of the State of Alaska, to close roads nor to enforce a local road closure. They can establish check points.
- F. The Alaska Department of Transportation may close a state road.
- G. Kenai Peninsula Borough is limited to recommending a voluntary evacuation.



- H. This plan may be activated, absent of a local emergency, to support evacuation of another Alaskan community.
- I. Possible means of evacuating threatened populations include: road system, Alaska Railroad (AKRR), Alaska Marine Highway, privately owned vessels (including cruise ships), and aircraft.

Planning Assumptions

- A. Evacuations may be required immediately or delayed because preparatory time may be available. Example: a tsunami may require immediate evacuation - or if the epicenter is located a good distance away, arrival of the tsunami will be delayed and preparatory time may be available for planning evacuation and staging of resources.
- B. Evacuations due to structural fires, hazardous materials release or law enforcement emergencies are likely to be limited in area or scope. Natural disasters are more likely to be area wide evacuation events.
- C. Evacuation actions must work in concert with alert and warning activities, sheltering, and special needs population considerations.
- D. Sheltering-in-place may be more appropriate than evacuation (e.g. hazardous material release).
- E. During an emergency requiring immediate evacuation, all residents needing evacuation transportation will be given equal priority. Following an earthquake or other incident where the immediate danger has passed, vulnerable populations (See Annex 3) will be given priority for evacuation transportation assistance.
- F. Major roadways (Seward and Sterling highway, etc.) will remain open to facilitate area or borough-wide evacuation efforts.
- G. If a mass evacuation of the KPB is necessary, evacuation will be to and/or through the Municipality of Anchorage via the Seward Highway, AKRR and air transportation. Coordination with the Muni and other State of Alaska agencies will be required. Conversely, KPB may be called upon to assist with evacuation operations of neighboring communities (Municipality of Anchorage, Kodiak).
- H. Incorporated cities will have evacuation plans and will conduct their own evacuations. Emergency service areas and unincorporated areas are encouraged to develop their own emergency evacuation plans and procedures.



- I. The Borough will provide assistance, support, and direction to the extent possible to oversee and assist with local evacuations.
- J. AST, local law enforcement, and local emergency services personnel will all participate in coordinating evacuation.
- K. Evacuations using non-Borough owned assets will require coordination with the owning entity and SEOC (State Marine Highway vessels, Alaska Railroad, cruise ships, bus companies, airports and aircraft). Pre-coordinated agreements with these transportations system owners will improve the speed and efficiency of an area evacuation in the borough.

IV. Concept of Operations

The physical evacuation process is first and foremost a local government function. However, the Borough may be called upon to assist with or coordinate evacuations in cities or unincorporated areas of the Borough. Assessment of any emergency situation by the Incident Commander and/or the KPB Incident Management Team should always consider the possible need for evacuation of individuals and/or area populations that might be threatened by the incident. When considering evacuation operations, planners and emergency managers should also consult the Sheltering (Annex 2), Special Needs (Annex 3), and Pet Sheltering (Annex 4) annexes to the EOP.

The basic approach to evacuation is the same regardless of the type of threat.

- Determine the area at risk, and then compare the risks associated with evacuation with the risks of leaving the threatened population in place.
- If evacuation is necessary, designate appropriate low risk areas for staging and shelter activities, provide transportation for those without private transportation, open and staff shelter to house and feed the evacuated population, and provide clear and understandable instructions to the public.
- It is important that local evacuation plans include coordination with the Borough, the American Red Cross, the School District, and/or any other organization that operates the shelter facility.

Evacuation operations will be conducted in three phases: 1) Alert and Warning, 2) Evacuation, and 3) Sheltering of displaced persons. These phased operations should be initiated in sequence but will overlap once started.

A. Phase 1 Alert and Warning: Alert and Warning systems include:

- Siren Alert System
 - Coastal communities in the Kenai Peninsula Borough utilize the All Hazard Alert Broadcast (AHAB) siren system
 - .
- Alaska Warning System/National Warning System (AKWAS/NAWAS)
 - Early warning system to local jurisdictions



- The local Emergency Alert System (EAS) and Wireless Emergency Alerts (WEA)
 - Presently has no geotargeting capability, but planned upgrades will include this functionality
- KPB Alerts Telephone Notification System
 - OEM will activate upon request of IC.
- Local news media (radio and television);
- Mobile law enforcement and fire dept. public address systems; and
- Door to door contact.

Alert and Warning processes should be in accordance with the KPB EOP, local jurisdiction plans, and system specific procedures.

Evacuation warnings may be initiated by the National Weather Service for coastal areas subject to tsunamis. This system utilizes the Emergency Alert System, Weather Radio system, KPB radio system, and All-Hazard Alert Broadcast (AHAB) siren system.

Evacuation warnings issued through AHAB sirens must be followed up immediately with additional information and or additional notifications to the public. The Public Information Officer (PIO) (if assigned) and/or Joint Information Center (JIC, if activated) should develop appropriate public information bulletins to be approved by the IC or Borough Mayor (or designated representative) before releasing information to the public.

B. Phase 2 Evacuation: There are three types of evacuation operations:

- Type 1 – Immediate (small scale)
 - Type 2 – Immediate (area wide)
 - Type 3 – Delayed
1. Type 1 Immediate (small scale) are events requiring only local evacuation such as a Hazmat release or small fire.
- Small scale events will be initiated directly by the on-scene Incident Commander or designee.
 - AST or local law enforcement may assist in notification of residents.
 - If evacuation sheltering for estimated 1-10 persons is required, the Red Cross should be contacted directly by the on-scene Incident Commander. If 10 or fewer persons are expected to be evacuated, Kenai Peninsula Borough Office of Emergency Management (OEM) should be informed during normal business hours. See Sheltering Annex 2 for additional guidance on sheltering.
 - Provide evacuees with information on the problem, evacuation routes, shelter facilities, means for obtaining information updates and expected 'All Clear' time (if known).



- Notify KPB OEM if additional resources are required.
2. Type 2 Immediate (Larger scale) are events requiring immediate evacuation such as a locally generated tsunami. Pre-established evacuation routes and plans will be used for initial response to Type 2 immediate evacuations.
- The on-scene Incident Commander or designee may establish an Evacuation Branch.
 - The Incident Commander will initiate local evacuation procedures as noted above.
 - Local dispatch center actions upon notification of immediate evacuation request:
 - With authorization of IC, issue evacuation notification on KPB Alerts or other means as applicable.
 - Notify OEM
 - Notify law enforcement
 - Evacuation Branch Director establishes evacuation route(s), staging area(s) and notifies Incident Command /Operations.
 - OEM will utilize public notification methods to notify the affected population as appropriate.
 - OEM contacts KPB Mayor for an emergency or disaster declaration.
 - OEM will activate the Emergency Operations Center (EOC).
 - Local jurisdictions may open a shelter (and pet shelter) if it is needed. KPB OEM should be notified of any shelter activation and will standby to assist as requested/able.
 - Public Information will be released through the PIO/JIC with approval of the Incident Commander.
 - Evacuation Branch Director assisted by OEM/EOC will identify and evacuate any special needs population groups requiring special assistance.
 - Evacuation Branch Director establishes a perimeter and work with law enforcement to establish check points on key roads.
 - Evacuation Branch Director directs door-to-door evacuation notices.
 - Community Emergency Response Team (CERT) members may be used for door-to-door notification under the direction of the Evacuation Branch Director. Activation is through OEM/EOC.
 - Designated evacuation crews note location and number of persons evacuating and refusing to evacuate if possible. Obtain contact information if possible. Information is to be sent to Evacuation Branch Director.
 - OEM/EOC will coordinate public transportation if needed. OEM/EOC notifies Alaska State Emergency Operations Center (SEOC)
 - State or federal resources needed are requested through KPB EOC.
 - OEM/EOC coordinates return of population to evacuated areas following release by the IC.



3. Type 3 Delayed (Larger scale) events with delayed evacuation requirement such as wildfires, major earthquake, and distant tsunami.

- The Incident Commander will determine the need for an evacuation of an area at a future date/time.
- The Incident Commander contacts the OEM/EOC and provides 201 form
- OEM contacts KPB Mayor for emergency or disaster declaration.
- OEM will activate the Emergency Operations Center (EOC).
- EOC develops an Evacuation Plan as part of the IAP. Components of the evacuation plan include:

- Evacuation routes
- Staging areas
- Exclusion areas
- Communications
- Shelter locations

Evacuation plans should incorporate concepts and processes from Annex 2 - Shelter Plan, Annex 3 - Special Needs, and Annex 4 - Pet Sheltering.

- EOC issues public notification when appropriate.
 - Public information will be issued through the PIO/JIC with approval of the Incident Command, including evacuation routes, exclusion areas, shelter locations, supplies to bring along, situation information updates
 - Establish a hot line for public information
 - EOC opens shelter(s) as required.
 - Evacuation Branch Director assisted by OEM/EOC will identify and evacuate any special needs population groups requiring special assistance.
 - Evacuation Branch Director establishes a perimeter and works with law enforcement to establish check points on key roads.
 - Evacuation Branch Director directs door-to-door evacuation notices as appropriate.
 - Community Emergency Response Team (CERT) members may be used to notification under the direction of the Evacuation Branch Director. Activation is through OEM/EOC.
-
- Designated evacuation crews note location and number of persons evacuating and refusing to evacuate if possible. Obtain contact Information, if possible. Information is to be sent to Evacuation Branch Director.
 - OEM/EOC will coordinate public transportation if needed. OEM/EOC notifies SEOC
 - State or federal resources are requested through KPB EOC.



- OEM/EOC coordinates return of population to evacuated areas following release from IC.

C. Phase 3 Sheltering. If evacuation sheltering is required for 10 or fewer persons, the Red Cross should be contacted directly by the on-scene Incident Commander. If 10 or fewer persons are expected to be evacuated, KPB OEM should be informed during normal business hours. For sheltering of more than 10 persons refer to Annex 2 - Sheltering, as well as Annex 3 - Special Needs and Annex 4 - Pet Sheltering.

V. Organization and Assignment of Responsibilities

Local jurisdictions' EOCs and/or the on-scene IC will be responsible for executing all local evacuations. If a local jurisdiction must evacuate outside the jurisdictional boundaries, evacuation activities must be coordinated with KPB OEM. For borough-wide evacuations, evacuations involving unincorporated areas of the borough, and evacuations that require coordination between local jurisdictions, the KPB OEM will be responsible for managing/coordination of the evacuation. The KPB PIO/JIC will be responsible for alert and warning procedures and will generate all public information and warning statements. AST are responsible for managing evacuation procedures using the road system and will coordinate with other law enforcement and emergency management organizations. KPB OEM is responsible for coordinating evacuation procedures using all other forms of transportation (railroad, watercraft, aircraft, teleportation, etc.) with resource owners and the SEOC.

A. Dispatch Actions:

1. Notify Local law enforcement of system activation.
2. Notify OEM of system activation.
3. Initiate repeat(s) of warnings or specific directions on AHAB system as appropriate.

B. OEM Actions:

1. Obtain information from National Weather Forecast Office/ National Tsunami Warning Center / SEOC other appropriate agencies.
2. Coordinate repeated notifications on AHAB with local dispatch center(s) as appropriate.
3. Through the PIO, issue public notification and situation updates via Public Notification means as appropriate.
4. Identify areas at risk, determine areas to be evacuated, and establish evacuation routes and safety perimeters
5. Consider the use of contraflow procedures in order to maximize the efficiency of the evacuation.
6. Contact affected Fire /EMS service chiefs.
7. Develop evacuation plan (to be signed by Borough Mayor or designee).



8. Include refusal and/or special needs forms in evacuation orders. (See Section III of this Annex)
 9. Issue or communicate evacuation orders or recommendations using one or more alert and warning methods (EAS, AEN, door-to-door contact, mobile public address, sirens). Ensure shelters and evacuation centers are set up.
 10. As appropriate, notify Red Cross and KPBSD to assist with shelter management.
 11. Coordinate evacuation and sheltering of displaced persons with local governments or service areas.
 12. Coordinate to ensure that special populations receive evacuation assistance.
 13. Notify hospitals and medical centers of injuries, fatalities.
 14. Provide frequent public information and media announcements regarding evacuation routes/procedures, extent of evacuation, location of shelters, and other developments.
 15. Conduct surveys to determine when/if evacuated areas are safe for re-entry.
 16. Consult with Local EOC(s) before issuing cancellation notice
 17. Notify the public and media when it is safe to reenter evacuated areas.
 18. Coordinate the repopulation of evacuated areas with local law enforcement and emergency services.
- C. The on-scene Incident Commander or the KPB IMT will consider the following Information to develop an evacuation recommendation:
1. Incident Type (wild land fire, tsunami, hazmat, etc.)
 2. Incident Scope (is an evacuation warranted?)
 3. Incident Scale (what size of area must be evacuated? Local only or area wide?)
 4. Evacuation time (how soon must the evacuation be initiated? Immediate or Delayed?)
 5. Where are the evacuation routes and receiving areas?

VI. Direction, Control, and Coordination

KPB OEM is primarily a coordinating agency during most evacuations and does not usurp the authority or responsibility of local jurisdictions or the on-scene IC. Responsible Parties for hazardous materials releases may provide technical specialists to the EOC. Communities will coordinate with KPB for any evacuation operations that



are likely to escalate and require KPB coordination, assistance and/or resources during with the evacuation.

Agencies wishing to deliver services to vulnerable populations in evacuated or otherwise restricted areas should contact the EOC public health and community services branch to coordinate access. If conditions for limited entry are appropriate, the EOC will identify a process to expedite the travel of approved service providers. All evacuees are encouraged to register with the American Red Cross Disaster Welfare Inquiry System known as Safe and Well.

VII. Communication

Communication systems, procedures, resources are defined in the Regional Tactical Interoperable Communication Plan (TICP). Some communications systems may be affected by damage done during the incident and workarounds will need to be coordinated with the Communication Unit Leader(s) assigned to the KPB Incident Management Team (IMT) and the on-scene incident command. The Alaska Land Mobile Radio (ALMR) system provides the backbone for tactical communication among first responders in the KPB. ALMR talk groups available for use during incident response activities are listed in the TICP and will be assigned by dispatch personnel. Alaska Amateur Radio Emergency Service (ARES) and amateur radio operators offer resilient, flexible and survivable communication capabilities that may complement other tactical and operational communication systems. Other communications, command and control systems [Incident Action Plan (IAP), Homeland Security Information Network (HSIN), KPB mobile EOC unit] are also available for coordinating warning, response, and recovery efforts during an during an evacuation.

Public information is to be issued through the KPB PIO, and if multiple agencies are involved in evacuation activities, through a JIC/Joint Information System (JIC/JIS) Approval of messages must be obtained from the IC.

Public Notice of evacuation and shelter availability may be made using: KPB Alerts, Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), social media, the KPB Joint Information Center website, and other methods. Phone trees to churches, NGO's etc. can be considered as well.

VIII. Administration, Finance, and Logistics

- A. Local resources will be committed before local governments request assistance from higher levels of government.
- B. Kenai Peninsula Borough is responsible for appropriate costs associated with evacuation recommendations issued by the Kenai Peninsula Borough.



- C. All logistical needs associated with a KPB evacuation recommendation must be processed through the KPB OEM or EOC on a resource order form.
- D. Any agency initiating an evacuation or expending funds without approval of the KPB will not be reimbursed by KPB. Agencies needing to conduct an immediate evacuation due to life safety concerns shall contact KPB as soon as possible to coordinate the evacuation.
- E. Transportation (other than POVs) is primarily by privately owned companies and must be contracted in order to provide the service. MOAs, MOUs, and retainers with these companies will facilitate the efficient procurement of their services and resources during an evacuation.
- F. State and Federal resources will be required during a mass evacuation of the KPB. Pre-scripted resource requests to the SEOC will assist in the timely delivery of needed resources.
- G. KPB will assist communities affected by the incident by facilitating/ coordinating the recovery and disaster assistance processes.



I. Purpose

The Kenai Peninsula Borough (KPB) working with voluntary agencies will activate shelter facilities to provide emergency sheltering for persons displaced by disasters or major emergencies within the KPB. This Annex addresses concepts for emergency management actions during the warning, response, and recovery phases. General in application, flexible during response and recovery, it provides the overall structure needed for operational planning and execution. This Annex must be used in conjunction with community and State plans and Standard Operating Guidelines. This annex may be placed into operation whenever a local or borough declared emergency or disaster occurs that requires sheltering of displaced persons. This Annex supplements the KPB Emergency Operations Plan which provides the overall guidance for emergency response activities in the borough.

II. Authority

Kenai Peninsula Borough is authorized by AS 26.20.060 and KPB Code of Ordinances Section 2.45.010, to plan for and respond to public emergencies and disasters affecting the Kenai Peninsula Borough. The Borough Mayor or designee must declare a local emergency or disaster to allow full activation of this plan.

III. Situation and Assumptions

Situation

Shelter operations may be necessitated by a wide variety of natural and/or man-caused emergencies. Natural emergencies may include seismic events, tsunamis, volcanic events, wildfire, flooding or storm surges. Man-caused events may include hazardous materials release or energy emergencies. Anytime an evacuation is called for, the establishment of shelters for displaced persons (and their pets – see Pet Shelter Annex) should be considered.

- A. All KPB residents are vulnerable to situations that may call for Shelter operations
- B. KPB population includes individuals with disabilities, others with access and functional needs, or individuals with limited English proficiency, as well as unaccompanied minors and children in daycare and school settings.
- C. Shelter operations for incidents local in nature will be handled by local jurisdiction plans and authorities. However, all shelter operations should be coordinated with adjacent communities and the next higher level of government and appropriate volunteer agencies.



Planning Assumptions

- A. Shelter operations may be required immediately or delayed because effects of the incident may build slowly. Example: a tsunami may require immediate evacuation and shelter or if the epicenter is located a good distance away, arrival of the tsunami will be delayed and preparatory time may be available for planning and staging of resources.
- B. Structural fires, hazardous materials release or law enforcement emergencies requiring shelter operations are likely to be limited in area or scope. Natural disasters are more likely to be area wide events affecting a larger number of people requiring shelter.
- C. Shelter operations must work in concert with evacuation actions (See Annex 1) and special needs population (See Annex 3) / pet sheltering (See Annex 4) considerations.
- D. Sheltering-in-place may be more appropriate than evacuation (such as in a hazardous materials release) and sheltering at a central location.
- E. Shelter facilities will remain structurally and functionally usable during the response to the incident and will remain open until life-safety threats to the shelter occupants has passed.
- F. Cities, service areas, and unincorporated areas are encouraged to develop their own emergency shelter plans and procedures and coordinate with the KPB for refinement of this plan.
- G. The Borough will provide assistance, support, and direction to the extent possible to assist with local shelter operations.
- H. Depending on the nature of the incident, extended shelter operations will likely require resources from the Municipality of Anchorage and/or the State of Alaska.
- I. Volunteer Organizations Active in Disasters (VOAD), local law enforcement, and local emergency services personnel will all participate in coordinating shelter operations.
- J. Shelter facilities within KPB may be activated absent of a local emergency to support evacuation efforts by another Alaskan community.



IV. Concept of Operations

- A. Each individual or head of household within the KPB is encouraged to develop a family disaster plan that includes sheltering with family or friends and maintaining supplies to provide for seven days subsistence for each family member and pet(s).
- B. In certain situations, the Incident Commander may recommend the population to shelter-in-place. In this case, the Borough will provide public notification and recommendations on implementation actions by the public.
- C. The Kenai Peninsula Borough is ultimately responsible to provide mass care services for local citizens in the event of a disaster emergency. The vehicle to provide all services, including sheltering, is referred to as a Disaster Help Center (DHC).
- D. The DHC Manager will directly supervise all shelter facility, maintenance, and security services at the shelter. The DHC Manager will provide non-technical coordination for all units operating within the shelter in order to ensure orderly and harmonious operation of the shelter and efficient use of all resources and personnel.
- E. The Borough will strive to meet the needs of all populations, including special needs populations (see Annex 3), within each of its facilities. Each shelter should be American's with Disabilities Act (ADA) compliant if possible.
- F. The Borough will provide translation services as is available for persons with limited English proficiency or for users of sign language who are housed at shelters.
- G. KPBSD facilities will be used as the primary shelter locations. Secondary or alternate shelter locations are kept on file with the Office of Emergency Management and may include public and privately owned facilities..
- H. If an emergency occurs during school hours, the priority of the KPBSD is to provide safety and sheltering for students. The needs of the greater community may require shared use of the facility or alterations to standing KPBSD emergency plans.
- I. A safety evaluation of shelter facilities will be made prior to occupancy of the facility by displaced persons. This evaluation will be made by the DHC Manager and others appointed by the KPB IMT.
- J.



- K. Domestic pet sheltering will be provided in facilities located adjacent but separate from the human shelter facility. See Annex 4.
- L. All agencies and personnel will operate under the Incident Command System (ICS).
- M. Release of information to the public will be conducted through a Joint Information Center (JIC) with authorization of the Unified Command required.
- N. Shelter supplies in trailers, generators and a portable shelter system are available through KPB Office of Emergency Management (OEM).
- O. Use of Non-KPB Facilities – Additional sheltering facilities may also be provided by private organizations or state/federal agencies. Provisions for using these shelters will be coordinated with the appropriate organization by OEM or the Emergency Operations Center (EOC). Procedures for shelter management and sustainment will be coordinated by the sourcing organization.

IV. Organization and Assignment of Responsibilities

A. KPB OEM will:

1. Provide information to the Borough Mayor along with applicable recommendations to establish an emergency shelter.
2. The Borough Mayor will decide if a local emergency or disaster declaration should be made. If such a declaration is made, the OEM may activate portions or all of the EOC and Incident Management Team (IMT).

The EOC (or OEM) will determine if a shelter is required and to request a Shelter Manager and activate that component of the DHC.

3. The IMT will determine the primary shelter facilities to be used.
4. Fiscal responsibility for emergency shelter activities initiated by the Borough is the responsibility of the Borough.
5. Any shelter activities that are not initiated by the KPB will be the sole operational and fiscal responsibility of the person(s) or agency initiating that activity.
6. Requests for use of a KPBSD or Borough facility must be made through the KPB OEM or the EOC.



7. KPB will coordinate overall strategic disaster response during an emergency or disaster. It will secure additional resources through state and federal agencies as needed.
8. KPB will provide logistical support for the shelter operations. All logistic requests must be made through the EOC Logistics Section on a resource order form. Shelter supplies, generators and a portable shelter are available from OEM.
9. Community Emergency Response Teams (CERT) personnel may be assigned to assist in the establishment and operation of the shelter(s).
10. KPB will establish the communications plan for the shelter and provide the necessary communications equipment.
11. KPB will provide the necessary security, medical and special needs population (See Annex 3) support for emergency shelter activities.
12. All public information releases by the Public Information Officer (PIO) will be coordinated through the Incident Commander and/or the Borough Mayor. Public notifications may be made using any appropriate means available to KPB.
13. Periodic briefings will be provided to the shelter occupants by the PIO. A written synopsis will be provided to the occupants.



V. Direction, Control, and Coordination

Shelters will be under the direction of DHC Managers who report to the Mass Care Branch Director under the Operations Section in the ICS. Shelter Managers provide non-technical coordination for all ICS functional units operating within the shelter. Functional Units assigned to shelters will be determined by the IMT general staff.

VI. Communication

Communication systems, procedures, resources are defined in the Regional Tactical Interoperable Communication Plan (TICP). Some communications systems may be affected by damage done during the incident and workarounds will need to be coordinated with the Communication Unit Leader(s) assigned to the KPB IMT and the on-scene incident command. The Alaska Land Mobile Radio (ALMR) system provides the backbone for tactical communication among first responders in the KPB. ALMR talk groups available for use during incident response activities are listed in the TICP and will be assigned by dispatch personnel. Alaska Amateur Radio Emergency Service (ARES) and amateur radio operators offer resilient, flexible and survivable communication capabilities that may complement other tactical and operational communication systems. Other communications, command and control systems (Incident Action Plan software, Homeland Security Information Network, KPB mobile EOC unit) are also available for coordinating warning, response, and recovery efforts during an incident response and recovery shelter activities.

Public information is to be issued through the KPB PIO, and if multiple agencies are involved in sheltering activities, through a JIC/Joint Information System (JIS). Approval of messages must be obtained from the IC.

Public Notice of shelter availability may be made using: KPB Alerts, Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), social media, the KPB Joint Information Center website, and other methods. Phone trees to churches, NGO's etc. can be considered as well.

VII. Administration, Finance, and Logistics

- A. KPB is responsible for appropriate costs associated with KPB run shelters.



- B. KPB is responsible for appropriate costs associated with emergency response actions and directives issued by the Borough.
- C. All logistical needs associated with a KPB shelter operations must be processed through the KPB OEM or EOC on a resource order form.
- D. Any agency establishing a shelter in response to a disaster/emergency or expending funds without approval of the KPB will not be reimbursed by KPB. Agencies needing to conduct immediate response actions due to life safety concerns shall contact KPB as soon as possible to coordinate response activities.
- E. Transportation (other than Personally Owned Vehicles) is primarily owned by privately owned companies and must be contracted in order to provide the service. Memorandum of Agreements, Memorandum of Understandings, and retainers with these companies will facilitate the efficient procurement of their services and resources during an evacuation.
- F. State and Federal resources will likely be required during an area wide response to a disaster event in the KPB. Pre-scripted resource requests to the State EOC will assist in the timely delivery of needed resources.
- G. Local resources will be committed before local governments request assistance from higher levels of government.
- H. KPB will assist communities affected by the incident by facilitating/ coordinating the recovery and disaster assistance processes.



Annex 3 Special Needs Plan

I. Purpose

The Kenai Peninsula Borough (KPB) recognizes the importance of planning for special needs populations in times of emergency/disasters. These populations include individuals with needs that require daily assistance and who would be adversely affected by the interruption of services such as utilities, transportation, or daily professional care. KPB will strive to provide services required by persons having special needs as part of the emergency operations conducted by the Borough. Persons having needs that exceed those that can be provided by the KPB will be referred to appropriate organizations/agencies. This plan addresses concepts for emergency management actions during the warning, response, and recovery phases. General in application, flexible during response and recovery, it provides the overall structure needed for operational planning and execution. This Annex must be used in conjunction with community and State plans and Standard Operating Guidelines and should be consulted whenever evacuation (See Annex 1) or sheltering (See Annex 2) activities are planned.

This annex may be placed into operation whenever a local or borough declared emergency or disaster occurs and special needs populations are threatened. This Annex supplements the KPB Emergency Operations Plan (2007) which provides the overall guidance for emergency response activities in the borough.

II. Authority

- A. The Kenai Peninsula Borough is authorized by AS 26.20.060 and KPB Code of Ordinances Section 2.45.010, to plan for and respond to public emergencies and disasters affecting the Kenai Peninsula Borough.
- B. The Borough Mayor or designee must declare a local emergency or disaster to allow full activation of this plan

III. Situation and Assumptions

Situation. Special needs populations are particularly vulnerable during an emergency or disaster and require special consideration. Because of these unique requirements, it's crucial that residents with special needs and/or their caregivers develop a personalized pre-disaster plan. Planning considerations should address any requirement for assistance during an evacuation and/or sheltering. The non-availability of prescription medication and portable oxygen supplies are also factors to be considered in pre-disaster special needs planning. Likewise, the needs of service animals should also be considered when developing a personalized pre-disaster plan. Residents with special needs should contact the Office of Emergency Management (OEM) for assistance and resources to help develop a personalized pre-disaster plan.



The KPB and local city emergency plans and emergency services organizations have identified groups to be considered special populations for the purposes of emergency management planning including:

- Schools/Daycare Facilities
- Senior Residential Housing
- Hospitals/Patients with long-term medical needs
- Home Care Patients/Shut-Ins
- Correctional Facilities
- Seasonal Camps/Tourists
- Non-English speaking populations

As populations residing in the Borough at the time of an emergency or disaster, each of these groups poses a unique set of problems for first responders and emergency management personnel. Regardless of the nature of the incident, of primary concern are the Alert/Warning, Evacuation, and Sheltering of these special needs groups.

Planning Assumptions.

- A. The KPB does not maintain an active list of all special populations within the Borough; however, in the case of an incident, KPB would work with emergency services organizations and relevant agencies to identify and assist with the Alert/Warning, Evacuation, and/or Sheltering of special populations.
- B. Evacuation and sheltering of special needs populations is likely to be considerably more complex, time consuming and resource intensive than might be expected.
- C. Shelter operations must work in concert with evacuation actions and with respect to special needs population considerations.
- D. Sheltering-in-place may be more appropriate than evacuation for certain special needs populations (remote seasonal camps, hospital patients)
- E. Kenai Peninsula Borough School District (KPBSD) has its own evacuation and sheltering plans and will provide technical assistance and resources if KPB OEM assistance is requested.
- F. Hospitals have their own evacuation and sheltering plans and will provide technical assistance and resources for assisting with medical patients in KPB shelters



IV. Concept of Operations

- A. Each individual or head of household within the KPB is encouraged to develop a family disaster plan that includes sheltering with family or friends and maintaining supplies to provide for seven days subsistence for each family member and pet(s).
- B. Persons with special needs and/or their caregivers should include in their family disaster plan measures to provide for their special needs.
- C. Federal civil rights laws require accessibility and prohibit discrimination against people with disabilities in all aspects of emergency mitigation, planning, response, and recovery. To comply with these laws, people responsible for notification protocols, evacuation and emergency operation plans, shelter identification and operations, emergency medical care facilities and operations, human services, and other emergency response and recovery programs must:
 - 1. Have sound working knowledge of the accessibility and nondiscrimination requirements applicable under Health Insurance Portability and Accountability Act and Federal disability rights laws;
 - 2. Be familiar with the demographics of the population of people with special needs who live in their community;
 - 3. Involve people with different types of special needs in identifying the communication and transportation needs, accommodations, support systems, equipment, services, and supplies that residents and visitors with special needs will need during an emergency; and
 - 4. Identify existing and develop new resources within the community that meet the needs of residents and visitors with special needs during emergencies.
- D. Information and considerations for each special need population:
 - 1. Schools - The approximately 10,000 students in public and private schools comprise one of the largest special populations. This represents a special population only in the sense that it is a local concentrated group of people in a facility. This population may or may not require special attention during an emergency by the Incident Management Team (IMT) due to the fact that the specific school(s) involved in the incident may have the ability to shelter-in-place and feed and care for its population for a period of time. In addition, the schools typically have people trained in first aid to assess any initial injuries. The IMT will have to consider the issue of moving a large number of children from a school to a suitable collection point and/or shelter, or assisting the school in getting children reunited with their



parents. The school district has its own emergency plans and assumes responsibility for that process.

2. Correctional Facilities - Located within the KPB are these correctional facilities:
 - Spring Creek Correction Center (Seward)
 - Wildwood Correction Center and Wildwood Pre-trial Facility (Kenai)
 - Kenai Peninsula Youth Facility

The Department of Corrections and each facility have emergency operations plans in place. In the event that a specific facility is impacted by an incident, the KPB may be called upon by the Department of Corrections to assist in sheltering or evacuating those personnel under the direction and control of the Department of Corrections. Furthermore, the Department of Corrections may be a resource for mass care feeding operations and laborers.

3. Home Care Populations - There are an unknown number of individuals who are home care patients (physical or mental impairments) within the KPB. These patients can include those with limited ability to care for themselves. It is necessary to work with the local home health care providers and medical clinics to identify and locate these patients in an emergency. These patients will most likely present unique needs and require special resources for evacuation and sheltering. KPB OEM encourages agencies that have direct responsibility for homebound populations to incorporate sheltering in place and accountability into their internal emergency plans and procedures.
4. Senior Residential Housing -There are senior housing complexes located throughout the Borough, mostly near or in the major population centers. These facilities may pose special problems for evacuation and sheltering. Each facility is responsible for residents and is encouraged to develop their own evacuation and shelter plans. These plans should be coordinated with the appropriate jurisdiction(s) including KPB OEM.
5. Seasonal Camps - There are seasonal camps and lodges that operate primarily in the summer. In addition, there are other recreational areas within the KPB that increase the population over and above the resident population.
6. Medical Facilities - There are three hospitals and other medical facilities located within the Borough. Hospitals, working in coordination with the State of Alaska Department of Health and Social Services and the Alaska Native Tribal Health Consortium, have developed emergency plans for alert and warning, evacuation, and sheltering of patients and persons with



ongoing medical needs. These facilities may present unique needs and special resources for evacuation and sheltering and will likely need assistance and coordination with KPB OEM.

7. Non-English speaking Populations – There are a growing number of people residing in the KPB who either speak little or no English or that English is their second language. Identifying these people and their language of understanding is difficult at best. The effectiveness of Alert and Warning messages, evacuation procedures, and/or shelter operations are all negatively impacted by a lack of effective communication.

E. Considerations based on Emergency Management Functions:

1. Evacuation:

- a. During an emergency requiring immediate evacuation, all residents needing evacuation transportation assistance will be given equal priority. Following an earthquake or other incident where immediate danger has passed, vulnerable populations will be given priority for evacuation transportation assistance.
- b. Relocation of special medical needs persons may be traumatic. If possible, care providers or medical professionals should be consulted to determine what facility would most appropriate for the individual

2. Sheltering:

- a. KPB/Red Cross operated shelters may not have the staffing or capacity to provide the needed services to all special needs populations. Persons with special needs will be identified during shelter registration. Those persons with needs that exceed the capabilities of the shelter may be referred to an appropriate medical facility.
- b. Individuals appropriate for placement in the shelter should be ambulatory (with or without assisting devices including wheel chairs) and may include chronic medical problems. Care givers should accompany the individual.
- c. Shelter Managers will endeavor to accommodate persons with special needs. Additional space may be required for some special needs conditions.
- d. If possible, persons with special needs who are capable of being housed in the shelter will remain with their families or care givers in the shelter.



- e. KPB will endeavor to provide electrical power for individual provided medical equipment.
- f. Individuals with special needs should bring their own medical supplies, medications, prescriptions and identification.
- g. Special medical issues/resource considerations:
 - i. Dialysis: Approximately 12 persons on the peninsula and one dialysis site in Soldotna. It has backup generation but no alternative heat. It is very reliant upon large qualities of water. Medevac dialysis patients to Anchorage if facility is out of commission.
 - ii. Oxygen: Limited availability on the peninsula.
 - iii. Oxygen concentrators/CPAP: Portable Shelter and second generator has numerous extension cords and surge protectors in the electrical distribution kits. Concentrators would have to be brought from patients' residences or local oxygen equipment providers.
 - iv. Pharmaceuticals: Most pharmacies will help in disasters. Red Cross provides 30 day supply for sheltered persons. National stockpile should be available through the State if needed.
 - v. KPB has limited amount of equipment: wheel chairs, bariatric cots, oxygen and oxygen multilators.

3. Public Notification/Information

- a. Public warnings and notifications should be broadcast via multiple methods to provide for hearing or vision impaired persons. See evacuation annex (Annex 1) and the KPB Emergency Operations Plan Section 4 for information.
- b. Public information, including situation update briefings should be provided in writing for hearing impaired persons.
- c. KPB will endeavor to provide translation services for non-English speaking persons



4. Demobilization

- a. Assistance will be provided to individuals with special needs to return to their residences and normal conditions.
- b. Follow-up on individuals with special needs who were evacuated and sheltered, or sheltered-in-place will be conducted at the termination of the emergency.

V. Organization and Assignment of Responsibilities

See Evacuation (Annex 1) and Sheltering (Annex 2) for this information.

VI. Direction, Control, and Coordination

- A. The local community and the on-scene Incident commander are responsible for Alert/Warning, Evacuation and Sheltering activities within their areas of authority.
- B. The KPB OEM will provide emergency management functions and assistance for the Alert/Warning, Evacuation, and Sheltering of Special Needs populations not under the jurisdiction of an incorporated city of the KPB.
- C. Special Needs persons in the care of a medical facility or special needs home are the responsibility of the facility. Preparedness for emergency conditions that will affect their resident populations, response to the incident, and recovery from the incident are likewise the responsibility of the facility. Coordination with the KPB OEM is expected for incidents affecting these special needs populations. Requests for assistance should be routed first to the local jurisdiction where the facility is located, and second to the KPB EOC.

VII. Communication

Communication systems, procedures, and resources are defined in the Region E Tactical Interoperable Communication Plan (TICP). Some communications systems may be affected by damage done during the incident and work-arounds will need to be coordinated with the Communication Unit Leader(s) assigned to the KPB IMT and the on-scene IC. The Alaska Land Mobile Radio (ALMR) system provides the backbone for tactical communication among first responders in the KPB. ALMR talk groups available for use during incident response activities are listed in the TICP and will be assigned by dispatch personnel. Alaska Amateur Radio Emergency Service (ARES) offers resilient, flexible and survivable communication capabilities that may complement other tactical and operational communication systems. Other communications, command and control systems [Incident Action Planner (IAP), Homeland Security Information Network (HSIN),



KPB mobile EOC unit) are also available for coordinating warning, response, and recovery efforts during an incident response and recovery shelter activities.

Public information is to be issued through the KPB Public Information Officer (PIO), and if multiple agencies are involved in emergency response activities, through a Joint Information Center/Joint Information System (JIC/JIS). Approval of messages must be obtained from the IC or Borough Mayor.

Public Notice of evacuation and shelter availability may be made using: Rapid Notify (~~reverse 911~~) and Emergency Alert System (EAS). KPBSD can provide Twitter and Facebook notices. Phone trees to churches, Non-Government Organization's etc. can be considered as well.

VIII. Administration, Finance, and Logistics

- A. KPB is responsible for appropriate costs associated with emergency response actions and directives issued by the Borough.
- B. All logistical needs associated with KPB special needs operations must be processed through the KPB OEM or EOC on a resource order form.
- C. Any agency initiating special needs operations or expending funds without approval of the KPB will not be reimbursed by KPB. Agencies needing to assist special needs populations due to life safety concerns shall contact KPB as soon as possible to coordinate the actions.
- D. Transportation resources (other than privately owned vehicles) are primarily owned/operated by private companies and must be contracted in order to provide service. MOAs, MOUs, and retainers with these companies will facilitate the efficient procurement of their services and resources during a disaster/emergency.
- E. State and Federal resources will likely be required during an area wide response to a disaster/emergency event in the KPB. Pre-scripted resource requests to the State Emergency Operations Center will assist in the timely delivery of needed resources.
- F. Local resources will be committed before local governments request assistance from higher levels of government.



Annex 4 Pet Sheltering Plan

I. Purpose

Emergency pet sheltering, also referred to as pet-accessible shelters, is designed to meet the needs of people and their animals that are displaced from their homes during emergencies and disasters. Animal owners are responsible for their animals, and should have a disaster plan prepared for their animals in case of evacuations or emergencies. However, there will be situations where pet owners decide to evacuate with their pets and, require assistance in sheltering their pets.

This annex will be placed into operation whenever a local or borough declared emergency or disaster occurs and the Kenai Peninsula Borough (KPB) establishes a shelter for displaced persons or whenever animal sheltering assistance is requested by the KPB communities or the cooperating agencies. It addresses concepts for emergency management actions during the warning, response, and recovery phases. General in application, flexible during response and recovery, it provides the overall structure needed for operational planning and execution. This Annex must be used in conjunction with community and State plans and Standard Operating Guidelines. This annex should be placed into operation whenever a local or borough declared emergency or disaster occurs and emergency shelters are established by the borough. This Annex supplements the KPB Emergency Operations Plan (2007) which provides the overall guidance for emergency response activities in the borough.

II. Authority

KPB Disaster Management: KPB Code of Ordinances Section 2.45.010 grants authority for disaster management which may include pet sheltering activities. The Pets Evacuation and Transportation Standards Act (Public Law 109-308) requires that local governments plan for the sheltering and care of household pets and service animals during emergencies where shelters are established. This plan will comply with the American Red Cross (ARC) and American Disabilities Act (ADA) standards and will take into consideration the needs of pet owners and the safety of the public and the health considerations of all citizens.

A. Authority for city operated animal shelters are:

Homer:	Code of Ordinances Chapter 20.08
Kenai:	Municipal Code Title 3
Seward:	Code of Ordinances Article 2
Soldotna:	Municipal Code # Section 6.04



III. Situation and Assumptions

- A. Situation. Over 60 percent of all U.S. households own a pet. This implies during large-scale disasters, pet ownership may affect the behavior of large segments of the population at risk. Awareness of local and borough plans for sheltering pets in conjunction with people shelters will encourage some pet owners to evacuate as opposed to sheltering in place. If displaced persons shelters are established during an incident, establishing a corresponding pet shelter should be considered.
- B. Protection of human life is the immediate goal of KPB responders. During a disaster emergency, the Police and Fire Departments are not responsible for, but may assist with the rescue, evacuation, sheltering or welfare of animals.
- C. Assumptions.
 - 1. Through public education, animal owners will know how to prepare themselves and their animals for an emergency/disaster situation.
 - 2. Coordination of pet evacuation and sheltering is primarily the responsibility of the local jurisdiction. The KPB will support local shelters' requests for assistance as requirements and resources allow.
 - 3. This plan assumes that the KPB Office of Emergency Management (OEM) and supporting agencies have identified suitable locations for pet sheltering and that sufficient personnel are available to support the shelter.
 - 4. If an emergency/disaster incapacitates local veterinary and animal care resources or if such resources are found to be insufficient to meet animal care needs, KPB will request resources from adjoining areas (Municipality of Anchorage, Mat-Su Borough).
 - 5. When area resources have been exhausted, KPB OEM will request assistance from the State.
 - 6. If the disaster or emergency is of such magnitude that Federal assistance is required, the National Disaster Medical System and the American Veterinary Medical Association will, on request, provide the National Veterinary Response Team (NVRT) and other resources to augment local resources.



IV. Concept of Operations

- A. When a decision is made by the Emergency Management Director to open emergency public shelters, supporting agencies will be notified and should be ready to activate a pet shelter pre-designated by OEM.
- B. Animal owners should be prepared to evacuate and provide shelter for their service animals and pets in the event of an emergency requiring evacuation. Livestock owners are solely responsible for transportation and sheltering of their livestock.
- C. The KPB will support the movement of evacuees transporting domestic household pets provided that residents are able to evacuate their pets in a manner that does not threaten the safety or welfare of first responders or other evacuees. All animals must be restrained or kenneled and no person shall be allowed to transport more animals than he or she can control. Priority will be given to service animals.
- D. Animals addressed by this plan include:
 - 1. **Service Animals:** As defined by the ADA is a service dog guide, signal dog, or any other animal that is individually trained to provide assistance to an individual with a disability. If they meet this definition; animals are considered service animals under ADA regulations regardless of whether they have been licensed or certified by a state or local government. Service animals will be admitted to regular shelters along with their owners.
 - 2. **Household Pets:** **Household pets** are domestic animals such as a dog, cat, bird, rabbit, rodent, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes, can travel in commercial carriers, and be housed in temporary facilities. Household pets do not include reptiles (except turtles), amphibians, fish, insects/arachnids, farm animals (including horses), and animals kept for racing purposes. Household pets cannot be admitted into the human shelter.
- E. Animals not addressed by this plan include:
 - 1. Reptiles (except turtles), amphibians, fish, insects/arachnids, farm animals (including horses), exotic animals, and poisonous animals. Care and sheltering of these animals is the responsibility of the owner. Assistance in finding resources for this purpose will be provided by the Borough, as possible under the circumstances in effect.



2. Livestock. The transportation and sheltering of livestock is the responsibility of the owner of the livestock. Assistance in finding resources for this purpose will be provided by the Borough, as possible under the circumstances in effect.
3. Animals used for racing or commercial purposes.

F. Evacuation:

1. The KPB cannot mandate an evacuation. Owners are expected to evacuate their pets from hazardous areas. The KPB will protect human life over protecting animal life and therefore may determine that it is unsafe for citizens to enter a disaster area to rescue animals. The Incident Commander (IC) is the authority regulating access to the evacuated areas.
2. Pet owners should provide supplies for each pet including a collar or harness with ID tag, leash, water and food bowls, bedding, food and necessary medications. Owners are encouraged to bring their pet's medical records.
3. A volunteer may not under any circumstance enter an unsafe structure or situation; they must follow the instructions of the on-scene incident commander. All volunteers must be trained and must operate within their level of training. Personal protective equipment must be worn at all times.
4. A field intake card will be completed for each animal that has been evacuated to an emergency pet shelter. This information will be posted at the animal shelter and on a web site to assist the owner-pet reunion. Abandoned pets will be entered into the local pet shelter adoption-euthanasia process within three days.
5. In the event that a pet cannot be safely evacuated, the location of the pet will be recorded on a field intake card and reported to the Pet Shelter Unit Leader. If possible food and water will be left for the pet.

G. Pet Shelter Operations:

1. A pet shelter should be activated at the same time as other public shelters and used only on an emergency and temporary basis. When city animal shelters are not available or are over-capacity, the KPB, working in coordination with City Animal Shelters, volunteers, and non-profit agencies, will establish and operate shelters to care for domestic household pets at a location as near as possible or adjacent to human shelters. Requests for use of a Kenai Peninsula Borough School District (KPBSD) or Borough facility must be made through the KPB OEM or the Emergency Operations Center (EOC). Any pet shelter/rescue activities that are not initiated by the KPB will



- be the sole operational and fiscal responsibility of the person(s) or agency initiating that activity.
2. An initial shelter will be designed to house up to twenty-five (25) pets. Expansion to accommodate additional pets, up to a maximum aggregate of 50 pets may be made as circumstances dictate.
 3. Pet owners shall be responsible for the care and feeding of their pets while they are in the pet shelter. An agreement must be signed by the pet owner before the pet can be admitted to the pet shelter. The KPB will assist with pet food and supplies as reasonably available. (See Section 3 of this Annex)
 4. Pets may only stay at the pet shelter while the owner is also housed at the colocated human shelter. The pet must accompany the owner when the owner leaves the shelter.
 5. KPB will seek to establish a cache of pet sheltering equipment and supplies that will be available to support pet shelter activities within the Borough when this annex is activated due to an emergency evacuation.
 6. KPB reserves the right to refuse admittance to emergency pet shelters of pets not under control, or animals presenting a danger to persons or other animals. The owner of these pets/animals will be referred to the nearest operating animal shelter.
 7. Considerations in establishing pet shelters include:
 - Evacuated residents with pets should be encouraged to include pet food in their 7-day emergency supply kit.
 - Evacuated residents should be informed of the location of pet shelters and of the pet policy at local human shelters.
 - Pet shelter facilities should generally be colocated and separated from human shelters.
 - H. Appropriately trained volunteers will be used to the greatest extent possible to conduct domestic animal emergency response. Such volunteers operating at the direction of the KPB will be covered by the KPB liability and workman's compensation coverage.
 - I. KPB will seek to develop a trained cadre and/or list of pet shelter workers.
 - J. All persons operating in the Pet Shelter and/or pet rescue capacities will have completed NIMS requirements for responders. Pet Shelter Unit Leaders, Safety Officer and Liaison Officer will also have completed ICS 00010 and 00011.



- K. Joint operations. Operations overlapping Borough and municipal jurisdictions will be conducted cooperatively in accordance with signed Mutual Aid agreements. All state and federal assistance is to be coordinated through the KPB EOC.
- L. Other sources of assistance may be provided by the American Veterinary Medical Association, Red Rover, American Humane Association, Humane Society of the United States, American Society for the Prevention of Cruelty to Animals, Noah's Wish, and the American Horse Protection Association.
- M. Incident Demobilization
 - 1. The Pet Shelter Unit Leader will submit a report to the Emergency Operations Center Manager. This report will be based on the incident log kept at the pet accessible shelter(s). It will include the number and types of animals housed, a narrative of operations and staffing, lessons learned during the incident and an improvement plan as applicable.
 - 2. Documentation of the incident will include all registration and animal intake forms, photographs of pets and owners, volunteer registration forms, incident logs kept by the Pet Shelter Unit Leader and any other pertinent documents.
 - 3. The Pet Shelter Unit leader will participate in the EOC debriefing to help assess management of the incident and identify needed improvements.

V. Direction, Control, and Coordination

The responsibilities listed herein are not intended to be departmental checklists. At the discretion of the incident commander not all functions may be performed and not all agencies used. Each City is responsible for the establishment and oversight of the operation of emergency pet shelters within their jurisdictions as indicated in their respective Plans. In the event of an area wide issue where multiple jurisdictions need to activate pet shelters, the coordination efforts should be routed through the KPB IC to reduce duplicate efforts and multiple agencies seeking the same resource.

A. KPB OEM / EOC

- 1. Coordinates overall strategic disaster response during a major emergency or disaster.
- 2. Secures additional resources through state and federal agencies as needed.
- 3. Coordinates with and supports pet shelter related requests from field agencies during a major emergency or disaster.



4. Assumes strategic long-term planning for domestic animal emergencies.
5. Disseminates public information concerning domestic animal emergency activities.
6. Coordinates care of domestic animals during an emergency requiring mass evacuation or sheltering.
7. Provides coordination to assist in setting up and staffing emergency domestic animal shelters.
8. Coordinates rescue efforts of animals roaming outside local government's evacuated areas after the initial emergency is under control.
9. Provides fiscal assistance, as available, for authorized pet sheltering operations.

B. KPB School District

1. May agree to participate as a pre-designated facility, and may open a facility to use as a pet friendly shelter as detailed in a memorandum of understanding (MOU) with OEM and other support agencies.
2. The nature of the hazard and severity of the event will determine when and where shelter(s) may be required to open.
3. A pet-friendly shelter may be activated at the same time as public shelters are being opened. This service may be provided on an emergency and temporary basis until local officials close the shelters.

C. City Animal Control Services

1. Will continue to provide city-wide animal control within their jurisdiction.
2. May respond to emergency situations outside their jurisdiction upon KPB IC request and local authority approval, for instances involving loose animals or attacks on people and other pets. Mutual Aid agreements may be initiated for this purpose.
3. May maintain an on-call status during short term sheltering operations.
4. Roles and responsibilities after a disaster will significantly change with priority being placed on rescuing and detaining lost animals.



5. May also take into custody any companion animal not claimed by the registered owner when the shelter is closed.
6. Although efforts will be made to reunite the animal with registered owner; the final disposition of the companion animal will be in accordance with normal animal control division policies and procedures.

D. American Red Cross

1. May assist in registering and feeding pet shelter staff.
2. May assist in some pet shelter functions.

E. Pet Shelter Unit Leader Assigned by KPB IC [Local resources include Kenai, Soldotna, Seward, and Homer Animal Shelters and the Alaska's Extended Life Animal Sanctuary (AELAS)]; generally, City agencies are to operate within their individual areas of responsibility and authority, and may be requested to provide services outside those boundaries in some circumstances, with approval for response remaining at the discretion of their local government leaders. Mutual Aid agreements may be implemented to include this resource.

1. KPB OEM will coordinate an annual resource list update to be available in the EOC, which is intended to identify suitable animal boarding facilities and shelters in advance of an emergency.
2. KPB OEM will coordinate an annual resource list update to be available in the EOC, which is intended to identify, in advance of an emergency, medical and non-medical volunteers and agencies that can provide domestic animal care and assistance.
3. KPB OEM will coordinate, in advance of an emergency, an annual resource list update to be available in the EOC, to identify resources and potential sources for pet shelter needs.
4. Provides guidance to evacuees for logistics related to pet and animal evacuation.
5. Coordinates monitoring of public health and zoonotic disease issues, which may include the removal and disposal of animal waste and dead animals.
6. Coordinates management of activated animal shelters within its jurisdiction during an emergency until transfer of management oversight has occurred.



7. Supports animal sheltering activities through use of identified facilities and equipment as necessary. Each animal shelter or agency will determine what resources it may provide to other areas based upon its local ability and need.
8. Coordinates assistance with appropriate agencies for long-term maintenance, placement, or disposition of animals that cannot be returned to their normal habitat or have been separated from their owners.
9. Coordinates collection of health status data for animals in the pet shelter(s) as appropriate.
10. Coordinates with appropriate agencies, processing of unclaimed animals through adoption or euthanasia through established procedures.
11. Makes requests for needed resources through the KPB Logistics Section Chief.
12. The Pet Shelter Unit Leader will maintain contact with, and provide shelter statistics to the Shelter Manager. The Shelter Manager will relay that information to the KPB EOC either by telephone or through electronic means.

VI. Administration, Finance, and Logistics

- A. The KPB, when it initiates a pet shelter, will be responsible for all costs associated with that shelter. Requests for expenditures must be made through the Borough EOC Logistics and Finance Section Chiefs. Pet shelters initiated by parties other than the Kenai Peninsula Borough are the fiscal and operational responsibility of that initiating agency.
- B. Every agency assisting with pet sheltering will maintain accurate records, including information related to authorized expenditures and other costs incurred during disaster operations. The records will be required to request reimbursement from State or Federal resources.
- C. Local resources will be committed before local governments request assistance from higher levels of government as described in the EOP.
- D. The KPB Public Works Dept. may assist in coordinating delivery of perishable pet supplies and transporting pet trailers to pre-selected sheltering locations.
- E. All logistical needs associated with a KPB pet shelter event must be processed through the KPB OEM or EOC on a resource order form.



- F. Any agency initiating a pet shelter or expending funds without approval of the KPB will not be reimbursed by KPB. Agencies needing to conduct immediate response actions due to life safety concerns shall contact KPB as soon as possible to coordinate response activities.



SHELTER MANAGEMENT HANDBOOK

Mission of Emergency Pet Shelter:

- A) Provide a safe place for people to care for their displaced pets during an evacuation due to an emergency or disaster. Reduce stress to the owners and animals as much as possible by remaining professional, calm and caring to both owner and pet. Ensure that both owner and pet are receiving adequate food, water and rest.
- B) Dramatically reduce the number of bites associated with sheltering animals by sheltering them near or with their owners. To accomplish this, owners should be the only ones handling their pets. The only time shelter volunteers are allowed to handle pets is with the consent of the Pet Shelter Unit Leader and the pet's owner.
- C) Resist judgmental attitudes about each person's level of caring for his pet. Remember that this is an abnormal situation for the evacuees and we are here to help them through a crisis.
- D) Ensure that fellow shelter volunteers are receiving adequate food, water and rest.
- E) Provide a venue for missing pets and owners to reunite.

Responsibilities:

A) Pet Shelter Unit Leader

- 1. Responsible for overall management of pet accessible shelter including safety of staff, pet owners and pets.
- 2. Initiate set-up of shelter operations
- 3. Ensure shelter is easily accessible to pet owners yet provide isolation for the pet's safety and well being
- 4. Ensure there is adequate space to separate species or sick/injured animals if possible.
- 5. Direct the owner's of aggressive animals to the closest municipal animal shelter.
- 6. In cooperation or in contact with a representative of the Borough Risk Management office, physically inspect the pet shelter and document current conditions, photograph any damage, equipment, furnishings or materials present and describe cleanliness of the site. Provide this documentation through Risk Management for approval before the shelter may be opened as a Borough coordinated site.
- 7. Ascertain there is:



- a. adequate lighting, heat and power
- b. sufficient exiting
- c. water available
- d. functional fire extinguishers
- e. cleanable flooring
- f. functional restrooms available.
- g. space for exercising animals
- h. establish a pet shelter layout plan
- i. establish a registration area with signage and registration table

Document all of these items, and request appropriate resources through IC if any item is inadequate.

8. Supervision of staff and volunteers
9. Coordination with ARC Shelter Manager(s) and EOC
10. Maintaining incident log
11. Plan for staffing needs and logistic needs for the next operational period.
12. Communicate situation reports to EOC Manager or Liaison Officer
13. Close out of shelter operations
14. Submission of pet shelter report to EOC Manager
15. Establish Pet Shelter staff personnel at human shelter registration area.

B) Pet Shelter Liaison Officer (if staffed)

1. Coordinate with the EOC and, if needed, the ARC
2. Notify shelter team and volunteers of activation
3. Contact volunteers and schedule staffing
4. Coordinate with other agencies (humane societies, rescue groups, Animal Control, vets, boarders, groomers)
5. Maintain log of contacts
6. Coordinate procurement and/or delivery of supplies with EOC Logistics Section Chief
7. Contact the on-call veterinarian when needed
8. Record staff time sheets and provide to EOC Finance Section.

C) Safety Officer (if staffed)

1. Inspect the premises for any potential hazards before setting up the cages and regularly during the operation of the shelter. Advise the Pet Shelter Unit Leader if any hazards needs to be addressed.
2. Complete a form 215A. Coordinate with EOC Safety Officer.
3. Identify, designate and prominently mark all fire exits, first aid stations for humans and pets, hazardous paths, water stations, rest rooms, handicap accessible areas and other potential risk areas within the facility.
4. Monitor safety of all public areas such as slippery/icy pathways, unlit areas, uneven footing, hazardous equipment or objects such as loose boards, broken glass, protruding metal or nails.



5. Monitor safety of animal holding areas for electrical, water, fire, and structural hazards.
6. Monitor placement of kennels to ensure that penned animals cannot access hazardous items such as power cords, etc.
7. Be alert to unsafe practices of the staff and owners when they are moving equipment and animals about the facility. Provide assistance or advise the Pet Shelter Unit Leader of problems.
8. Investigate all reported animal bites and provide a report to the Pet Shelter Unit Leader.
9. Ensure that only shelter volunteers and owners are allowed into the areas where animals are kept. Advise the Pet Shelter Unit Leader if an unauthorized person is on the premises and refuses to leave.
10. Encourages shelter volunteers and pet owners to receive adequate food, water, and rest to reduce stress.
11. The Pet Shelter Safety Officer will devise and post an emergency evacuation plan for the pet accessible shelter in case of fire, severe weather, or power failure.

D) Pet Shelter Staff

Site preparation

1. Complete a form 211 sign-in sheet and don issued identification badge
2. Don an assigned vest
3. Set up signage and registration area at designated pet shelter
4. Configure pet shelter space (dogs, cats, isolation wards, materials)
5. Set up trash cans, fans, plastic sheeting, crates and supplies
6. Ensure adequate supplies of crates, food, plastic bags, disinfectant, etc.
7. Coordinate with Pet Shelter Liaison Officer for special supply needs
8. Coordinate with ARC Shelter Manager for location of trash disposal, pet walking areas, and needs of Pet Shelter volunteers

Operations Sequence

1. Pets must stay in the vehicle transporting them until the intake area is prepared to accept them. All dogs must be leashed and other animals caged or restrained.
2. Register evacuees and their animals using appropriate forms. The Pet Shelter Unit Leader has the right to refuse admission of any pet that has a disease that is contagious or is too aggressive to be safely handled by its owner and/or shelter staff.
 - a. Shelter Admission and Discharge form for each pet
 - b. Pet owner sheltering agreement
 - c. Assumption of risk form
 - d. Animal Care guidelines



- e. Pet owner rules
3. Take photo of animal with their owner(s).
4. Perform animal intake and health assessment.
 - a. Injured or ill pets will have their cages flagged with a yellow flag. The veterinarian on duty will be notified. These animals will be isolated and their cages covered.
 - b. Flag cages blue for pets with owner's needing special assistance in the care of their pets.
5. Assign animal to an appropriately sized cage and properly label cage with cage card including owner ID, pet's name and any special needs. Ensure pet has water and bedding. Keep any owner supplied materials either in or on the cage. Owner supplied materials must be identified with permanent marker.
6. Assign animal to appropriate location in the shelter.
 - a. Separate dog and cat shelter areas by a partition or separate area if possible.
 - b. Maintain emergency egress doors and pathways clear of cages or materials.
 - c. Allow for adequate separation between cages. Stack cages only if necessary.
 - d. Volunteers will wear proper personal protective equipment when handling cages or animals. (e.g. leather gloves and eye protection).
 - e. Record the location of the cage on the shelter layout plan.
7. Maintain 3 copies of each file on all animals currently in shelter.
8. Assist owners when they come to walk/feed/care for pet. Record the activity on the Daily Log.
9. Notify Pet Shelter Unit Leader when owners are not caring for pets on a regular schedule.
10. Coordinate with veterinarian on-site to deal with pet health care issues.
11. Walk/feed pets (flagged Blue) for special needs owners who are incapable of caring for their pets.
12. Monitor animals for stress/behavior problems.
13. Monitor supplies, food and environmental conditions.

Demobilization

1. Assist in break-down and cleaning of shelter and crates.
2. Notify pet shelter supervisor of any problems.
3. Clean and disinfect surface areas with suitable anti-bacterial and antiviral liquid cleaning solutions.
4. Break down of shelter, clean-up of area, and final check of area.
5. Check out with Pet Shelter Unit Leader and complete Demobilization form.

Policies:



- A) Volunteers must be at least 18 years old and have received appropriate training.
- B) The Pet Shelter Unit Leader is in charge of the operation of the pet accessible shelter and has the authority to set shelter-specific rules, approve variances to these policies, dismiss volunteers, determine staffing levels, and refuse to accept animals.
- C) Only pet owners and Pet Shelter staff may remove animals from crates.
- D) Unless needs dictate, owners are responsible for administering all medications to pets.
- E) Pets in the emergency pet shelter will not have contact with other pets.
- F) Owners will be asked to provide proof of vaccinations such as shot records or rabies tag; this will be noted on the registration and intake forms. During disaster or evacuations, it is recognized that pet owners may not always remember to bring proof of rabies vaccination or bordetella (kennel cough) shots. **The registration forms will indicate that the pet owner accepts the risks of boarding their pet in the emergency pet shelter.**
- G) Only Pet Shelter staff, pet owners, EOC personnel and building maintenance workers are allowed inside the pet accessible shelter.
- H) The pet accessible shelter will be secured at night.
- I) At least two Pet Shelter staff will be present at all times. When animals are in residence, the facility will never be left unattended.
- J) Pet owners will feed, walk, and care for their animals. The exception will be those animals whose owners are not physically able to visit their animal(s) in which case, the owner may designate in writing a person to provide these services for the pet. Cages to be marked with blue flagging.
- K) Animals will be fed once a day and walked at least twice a day. Pet owners who do not adhere to the minimum care schedule will be notified through the Pet Shelter Unit Leader that they must care for their animal or leave the shelter with their pet(s).
- L) Each crate or kennel will be cleaned and disinfected before being used for another animal. All food and water bowls will be cleaned and disinfected and new bedding provided for the next resident.
- M) The Pet Shelter staff will perform regular “poop patrol” walks to ensure pet owners have cleaned up the Dog Walk area.



- N) The Pet Shelter Unit leader will immediately inform the human Shelter Manager of any problems with the building, security, shelter population, or hazardous situation.
- O) The facility will be left as clean as or cleaner than before the pet shelter was set up.



Appendix B.

ANIMAL BITE PROTOCOL

Animal bites, no matter how minor, must be reported to the Shelter Safety Officer on duty immediately. The Safety Officer must report the incident to the Pet Shelter Unit Leader. The Pet Shelter Unit Leader must immediately notify the EOC Safety Officer.

Bites on Persons:

1. The Shelter Safety Officer will ensure that the biting animal is confined securely and instruct shelter personnel to ensure the animal is not removed from the premises except by authorized animal control personnel.
2. The Shelter Safety Officer will escort the bitten person to the nearest First Aid Station for evaluation and treatment.
3. The First Aid Provider will provide first aid and then direct the bitten person to the hospital or medical clinic for appropriate evaluation and treatment. Should the bitten person refuse treatment, the First Aid Provider will instruct the person to sign a refusal of treatment form.
4. The Shelter Safety Officer will contact the owner of the animal and request proof of rabies vaccination.
5. The Safety Officer will fill out a Bite Record form and give it to the Pet Shelter Unit Leader.

Bites on Other Animals:

1. The Shelter Safety Officer will ensure that the biting animal is confined securely and instruct shelter personnel to ensure the animal is not removed from the premises except by authorized animal control personnel.
2. The Pet First Aid Provider may provide first aid and then direct the owner of the bitten animal to the veterinarian if one is available. Should the owner refuse treatment for his animal, the provider will have the owner sign a refusal of treatment form.
3. The Shelter Safety Officer will contact the owner of the animal and request proof of rabies vaccination.
4. The Shelter Safety Officer will fill out a Bite Record form and give it to the Pet Shelter Unit Leader

Confinement of Animal:

The animal's cage will be separated from other cages and the cage will be clearly posted with a red tag and sign that alerts staff and owners that the animal has been involved in a bite incident.

The Pet Shelter Unit Leader will make appropriate notes on the cage card to indicate the animal was involved in a bite incident.

Only authorized personnel will be allowed to handle the animal.



Appendix C Forms

Shelter Admission / Discharge for Animal

Owner's Full Name: _____

Owner's Full Address: _____

Owner's Home Number: _____ work: _____ cell: _____

Out-of-area contact Name/Phone Number: _____

Description of Animal: ☐ **Dog** ☐ **Cat** **Other:** _____
☐ Male ☐ Female ☐ Intact ☐ In heat ☐ Neutered/Spayed

Name: _____ Breed: _____

Color: _____ Age: _____ Distinctive Markings: _____

Do you have a kennel/cage for your pet: Y/N _____

Micro Chip: Y/N _____ Medication Required: _____

Primary Veterinarian: _____

City & State: _____

I certify that my pet has no history of aggressive behavior and has not been diagnosed with any contagious diseases for which it has not received successful treatment.

I hereby agree to hold harmless all persons, organizations, corporations or government agencies involved in the care and sheltering of my animal(s). I further agree to indemnify any persons or entities which may have suffered any loss or damage as a result of the care and sheltering of my animal(s). I further agree that if I fail to provide care for my animal(s) for 24 hours my animal(s) will be transferred to the designated animal shelter.

Pet Owner's Signature_____
Pet Owner's Printed Name_____
Date

Arrival Date _____

Time _____

Registration No. _____

Departure Date

Time

Owner's Signature



PET OWNER SHELTERING AGREEMENT

I understand that emergencies exist and that limited arrangements have been made to allow myself, my family and pet to remain in the shelter facility. I understand and agree to abide by the pet care rules contained in this agreement and have explained them to any other family member accompanying me and my pet.

1. My pet will remain contained in its approved carrier or under my control with a leash at all times.
2. I agree to properly feed, water and care for my pet not less than twice daily.
3. I agree to properly dispose of my pets waste, clean and disinfect the kennel/cage when soiled by my pet.
4. I will not pet, approach or handle any other animal other than my own. I will not allow my pet to interact with any other people or pets.
5. Pet owners may not bring their pet into the human shelter areas.
6. I permit my pet to be examined and handled as necessary by animal shelter personnel.
7. I acknowledge that my failure to follow these rules may result in the removal of my pet from the shelter. I further understand that if my pet becomes unruly, aggressive, show signs of contagious disease, is infested with parasites or begins to show signs of stress-related conditions, my pet may be removed to a remote location. I understand that any decision concerning the care and welfare of my pet and the shelter population as a whole are within the sole discretion of the Pet Shelter Unit Leader, whose decisions are final.
8. The owner agrees that when they leave the shelter, their pet must accompany them. The pet must be "logged out" at the Registration area when removed from the shelter.

(Signature of pet owner)

(Date)



ANIMAL CARE GUIDELINES

Dogs:

- Kennel or crate large enough for pet to stand up, turn around comfortably and room for food and water;
- Dogs shall be walked at least twice a day for 20-minute intervals;
- The kennel shall have prominently posted:
 - Owner's Name;
 - Pet's Name;
 - Owner contact information (cell phone, pager, shelter sleeping location, etc...)
- Potable water shall be available at all times;
- Water container should be rust proof, cleaned daily and mounted so the animal cannot tip it over or urinate in it;
- Self feeders, if used, should be mounted so dogs cannot urinate or defecate in them;
- Bedding of blankets or towels must be used and in sufficient quantity that replacements are readily available should soiling occur;
- Owner to supply newspapers, plastic disposable gloves and trash bags for owner to handle waste;
- Medicines and food should be in sufficient quantity to support the animal.

Cats:

- Kennel or crate large enough for pet to stand up, turn around comfortably and room for food, water and litter;
- Cat kennels shall be serviced (cleaned) at least twice a day;
- The kennel shall have prominently posted:
 - Owner's Name;
 - Pets name;
 - Owner's contact information (cell phone, pager, shelter sleeping location, etc...)
- Cat litter and pan must be provided in each cage;
- Water and dry food should be available at all times;
- Bedding of blankets or towels must be used with sufficient quantity readily available should soiling occur;
- Medicines and food should be in sufficient quantity to support your animal.



Daily Animal Log

Shelter location _____ Date _____

Owner name	Pet name	OUT time	IN time	Circle Appropriate
				Feed Walk Water Visit Medicate Other
				Feed Walk Water Visit Medicate Other
				Feed Walk Water Visit Medicate Other
				Feed Walk Water Visit Medicate Other
				Feed Walk Water Visit Medicate Other
				Feed Walk Water Visit Medicate Other
				Feed Walk Water Visit Medicate Other
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				Feed Walk Water Visit Medicate Other
				Feed Walk Water Visit Medicate Other
				Feed Walk Water Visit Medicate Other
				Feed Walk Water Visit Medicate Other



CONTACT INFORMATION FOR OWNER SEEKING LOST PET
PLEASE USE A SEPARATE FORM FOR EACH LOST PET.

OWNER'S NAME: _____

ADDRESS: _____

HOME PHONE: _____ **CELL PHONE:** _____

WORK PHONE: _____

PET'S NAME: _____

TYPE OF ANIMAL (DOG/CAT/ETC): _____

BREED: _____

COLOR(S): _____

MALE: _____ **INTACT (Y/N):** _____ **FEMALE:** _____

SIZE (S/M/L/XL): _____

MICROCHIPPED (Y/N): _____ **CHIP NUMBER:** _____

COLLAR/HARNESS DESCRIPTION: _____

WEARING TAGS (Y/N): _____ **CITY LICENSE:** _____

ANY UNUSUAL DESCRIPTION (SUCH AS MISSING PARTS, SCARS, ETC): _____

LOCATION LAST SEEN: _____

ALTERNATE CONTACT PERSON:

NAME: _____ **PHONE:** _____

DATE: _____

ATTACH PHOTO OF PET TO THIS FORM



TRIAGE AREA

**PLEASE WAIT HERE FOR
ASSISTANCE**

PLEASE MAINTAIN CONTROL OF YOUR PET

**BE PREPARED TO ANSWER QUESTIONS
REGARDING YOUR PET'S HEALTH**

**ADVISE US OF ANY INJURIES OR
ILLNESSES YOUR PET IS EXPERIENCING**



DOGS AREA

RESTRICTED AREA

**ONLY OWNERS
AND SHELTER PERSONNEL
ARE ALLOWED HERE**

PLEASE MAINTAIN CONTROL OF YOUR PET

**PETS MUST BE LEASHED OR CAGED
AT ALL TIMES**



CATS AREA

RESTRICTED AREA

**ONLY OWNERS
AND SHELTER PERSONNEL
ARE ALLOWED HERE**

PLEASE MAINTAIN CONTROL OF YOUR PET

PETS MUST BE LEASHED OR CAGED



REGISTRATION AREA

**PLEASE WAIT HERE FOR
ASSISTANCE**

PLEASE MAINTAIN CONTROL OF YOUR PET

**PETS MUST BE LEASHED OR CAGED
ASK FOR A LEASH OR CAGE
IF YOU NEED ONE**

**AGGRESSIVE DOGS WILL NOT BE ACCEPTED AT
THE SHELTER.**



FIRE EXTINGUISHER HERE



BREAK ROOM FOR SHELTER PERSONNEL AND OWNERS RESTRICTED AREA



PET PHOTO AREA

**PLEASE WAIT HERE FOR
ASSISTANCE**

PLEASE MAINTAIN CONTROL OF YOUR PET

**PETS MUST BE LEASHED OR CAGED
ASK FOR A LEASH OR CAGE
IF YOU NEED ONE**



PET FIRST AID STATION



PEOPLE FIRST AID STATION



WATER FOR PETS



EXIT



CAUTION!

THIS CAGE CONTAINS
AN ANIMAL THAT HAS
BEEN INVOLVED IN
A BITE INCIDENT.

ONLY AUTHORIZED
PERSONS WILL
HANDLE THIS
ANIMAL.

ANIMAL IS NOT TO
LEAVE THE SHELTER
WITHOUT AUTHORIZATION
OF THE PET SHELTER UNIT LEADER.



KPB ANIMAL SHELTER RESTRICTED AREA



APPENDIX E DEMobilIZATION CHECK SHEET

Authority for closing the pet accessible shelter rests with Incident Commander. That decision will be communicated directly to the Pet Shelter Unit Leader. Once the decision has been made to close the shelter, break down can be initiated and may, if necessary, be phased in over time if some animals are still in residence. The Pet Shelter Unit Leader may request the Logistics Section to call in extra volunteers to assist in break-down if needed.

- Once owners have checked out all the pets in the pet shelter, all crates, kennels and cages will be broke down and removed from the facility. Cleaning and disinfecting of crates and kennels after breakdown can occur off-site.
- All crates, materials and supplies will be removed from the facility and plastic sheeting will be taken up.

Clean up

- _____ All floors will be cleaned and disinfected.
- _____ Any furniture, tables or shelves used for holding crates and animals will be wiped down with disinfectant wipes.
- _____ Handrails, water fountains, and doorknobs will be wiped down with disinfectant wipes.
- _____ Trash receptacles will be emptied and bagged trash placed in designated dumpsters.
- _____ Facility restrooms will be cleaned and the trash emptied.
- _____ The Pet Shelter Unit Leader and property owner or property manager physically inspect the building before leaving, and correct any discrepancies noted.
- _____ Cages, crates and kennels will be cleaned and disinfected before being returned to lenders. KPB crates will be cleaned and disinfected before storing in KPB facility.
- _____ All towels, sheets and bedding will be laundered with detergent and bleach after being used for each animal. All towels, sheets and bedding will be laundered before storing in watertight containers in the KPB cache.

Inventory

- _____ All KPB materials, including forms, supplies, safety equipment, and volunteer vests and badges will be inventoried and returned to the KPB storage facility. Food will be stored in watertight containers.



Emergency Pet Sheltering Manual

VI. Incident Close out

Report Writing

The Pet Shelter Unit Leader will submit a report to the Incident Commander. This report will be based on the incident unit log kept at the pet accessible shelter and the log kept by the liaison in the EOC. It will include the number and types of animals housed, an assessment of Pet Shelter operations and staffing, descriptions of problems or “incidents within the incident” and how they were handled, and identify any gaps in skills, staffing or logistics. The report will include a section on lessons learned during the incident.

Documentation

Documentation of the incident will include all registration and animal intake forms, photographs of pets and owners, volunteer registration forms, incident logs kept by the Pet Shelter Unit Leader and liaison, receipts for purchases, and thank you letters.

Debriefing

The Liaison and the Pet Shelter Unit Leader will attend the EOC close out meeting to help assess management of the incident and identify problems. One of them will give a verbal report of the shelter operations during close out.



I. Purpose

This Avalanche plan provides guidance for the Kenai Peninsula Borough's response to an avalanche event. It addresses concepts for emergency management actions during the warning, response, and recovery phases. General in application, flexible during response and recovery, it provides the overall structure needed for operational planning and execution. This Annex must be used in conjunction with community and State plans and Standard Operating Guidelines. This annex may be placed into operation whenever a local or borough declared emergency or disaster occurs due to avalanche. This Annex supplements the KPB Emergency Operations Plan (EOP) which provides the overall guidance for emergency response activities in the borough.

II. Authority

The KPB is authorized by AS 26.20.060 and KPB Code of Ordinances Section 2.45.010, to plan for and respond to public emergencies and disasters affecting the KPB. The Borough Mayor or designee must declare a local emergency or disaster to allow activation of this plan.

Per 17 AAC 25.100. Road closures and restrictions: the Department of Transportation and Public Facilities may prohibit the operation of vehicles upon any highway or may impose restrictions on any aspect of vehicle operation on any highway whenever the highway, in the judgment of the commissioner, may be seriously damaged or destroyed by such operation or whenever it is deemed necessary by the commissioner in the interests of safety to the traveling public. The restrictions shall be effective after due notice has been given to the public except in an emergency requiring immediate action.

Per AS 18.60.120. Search and Rescue Parties: Upon being notified that a person is lost, injured, killed, or is in need of immediate rescue, the commissioner of public safety or a designee may appoint a competent person to organize, direct, and guide a search and rescue party for the purpose of rescuing or retrieving the person or the person's remains.

III. Situation and Assumptions

Situation. Many snow avalanches occur in Alaska every year. The exact number is undeterminable, as most occur in isolated areas and are unreported. Avalanches tend to occur repeatedly in localized areas and can shear off trees, cover communities and transportation routes, destroy buildings and cause death. Avalanches cause two primary hazards: road blocks and death or significant injury. Fatalities are the best-documented impact related to avalanches and Alaska leads the nation in avalanche accidents per capita.



Road blocks are a major concern where roads intersect an avalanche path. The major impacts associated with road blocks are snow removal, traffic diversion/road closure; both necessitate personnel and equipment. In the case of Lowell Point, an avalanche may cause the community to be isolated until the avalanche is cleared. Because the Kenai Peninsula is connected to Anchorage and the rest of the state by a single highway and rail line, avalanches blocking either can effectively isolate the entire Peninsula creating potential logistic and medical challenges.

Avalanches that can affect infrastructure (ex. back-country powerlines, AKRR) are a hazard primarily in the East Zone of the Borough. Although the Central and South Zones also have terrain where avalanches are possible, these slopes are generally away from roads and developed areas. One exception is the Sterling Highway near Cooper Landing.

Between March of 1999 and January of 2010, 14 people were killed in avalanches on the Kenai Peninsula, most commonly in the area around Turnagain Pass. Most were engaged in off-road recreation, but one was a heavy equipment operator, working to clear the Seward Highway from an earlier avalanche. His D6 Caterpillar was swept 400 feet off the road by a second avalanche.

Areas of high avalanche hazard along primary roadways include:

- Mile 18 – 23 Seward Highway (Crown Point)
- Mile 61 – 67 Seward Highway (Turnagain Pass)
- Mile 28 – 39 Seward Highway (Moose Pass to just north of Tern Lake)
- Mile 38 – 39 Sterling Highway (just west of Tern Lake)
- Mile 1 – 4 Hope Highway
- Mile 9 – 15 Hope Highway

Avalanche gate locations along Seward / Sterling Highway:

- Summit Lake (MP 46)
- Summit Lake (MP 43.8)
- Devil's Creek (MP 39.6)
- Tern Lake (MP 36.4)
- Sterling Highway (MP 40.2)

Emergency Call Boxes are located at:

- Turnagain Pass (MP 68.5)
- Hope Highway Junction (Hope Highway MP 0.2)
- Summit Lake Lodge (MP 45.8)
- Sterling Highway (MP 40)



Several areas of the Alaska Railroad also run through avalanche terrain and are frequently impacted. Although the eastern Kenai Peninsula is the most avalanche-prone, other areas have avalanche terrain as well. In December 2001, an avalanche in the Kenai National Wildlife Refuge near Skilak Glacier, approximately 30 miles south of Skilak Lake, killed at least 143 caribou. Although there is little infrastructure in the south-central part of the peninsula, the area is popular for outdoor recreation, particularly snowmobiling.

Planning Assumptions.

- A. Large avalanche cycles are caused by weather that is also likely to hamper search efforts.
- B. Roads may be blocked, making it difficult to reach the people needing rescue.
- C. Hypothermia, frostbite and additional avalanches in the area may become a threat to searchers.
- D. The scene may become icy or wet or otherwise slippery, and transportation from other communities may be interrupted, making additional resources unavailable.
- E. Multi-day search and/or cleanup efforts may be hampered by additional periods of ever-changing high avalanche danger.

IV. Concept of Operations

Although conditions that increase the likelihood of avalanches can be forecast, actual avalanche events usually occur without warning. During avalanche response/recovery operations, the KPB EOC functions primarily as a coordination center in support of the on-scene Incident Commander. Other functions the KPB EOC may be called upon to perform include: Joint Information Center (JIC) activities and possibly establishing shelters for displaced/isolated individuals. See Standard Operating Guidelines and the KPB EOP for additional information on Alert, Warning/Public Information functions and contact information. The Sheltering Annex (Annex 2) and the Pet Shelter Annex (Annex 4) should be consulted for guidance when shelter activities are warranted.

Large avalanche cycles are caused by weather that is also likely to hamper search efforts. Roads may be blocked, hypothermia may become a threat to searchers, the scene may become icy or wet or otherwise slippery, and transportation from other communities may be interrupted, making additional resources unavailable. Multi-day search and/or cleanup efforts may be hampered by additional periods of high avalanche danger.



KPB OEM/EOC should consider potential avalanche impacts to:

- Transportation: There is high potential for avalanche closures along portions of the Seward and Sterling highways. Not only may vehicles be damaged/buried by avalanche debris, but travelers may be cut off by avalanches covering the roadway (in front and behind) and unable to move out of the area. Large avalanches may take DOT several days to clear and may effectively cut off the entire peninsula (or portions) to road traffic. Coordination with KPBSD should be considered during periods of high avalanche danger to preclude school buses (local and visiting sports teams) from being trapped
- Public Utilities: Power lines running through avalanche areas are vulnerable to avalanche damage. During periods of high avalanche potential, close coordination with utility companies is important to rapid restoration of power. Coordination may include: damage assessments, coordination with impacted communities, and public information on duration of outage estimates.
- Back-Country Recreation: Avalanches are a serious threat to back-country recreational skiers and snowmachiners. A percentage of both of these groups engage in high-risk activities that might not only be involved in an avalanche but actually cause an avalanche. Ongoing public awareness and safety programs may mitigate some of the danger, but encouraging the practice of using avalanche beacons, traveling in groups, having communication tools that function in the back country (SPOT, satphone, FRS/GRMS), and being aware of avalanche danger areas/conditions are some of the safety considerations to note.

KPB OEM should coordinate with DOT, and verify that 511.gov information sources are updated by DOT, when avalanche mitigation measures (105mm howitzer) are planned in order to pass information along to KPBSD and other appropriate organizations and communities. Due to the unpredictable nature of avalanche mitigation operations, extended road closures may result.

Qualified KPB Citizen Emergency Response Corps (CERT) personnel may assist in avalanche search and rescue operations.

Although KPB OEM is not a primary avalanche response organization, the following are concepts for avalanche Search and Rescue (SAR) that should serve as a guide to successful response.

Rescuer safety is the top priority. There will be strong social, political and economic pressure to violate that rule and rush in without delay. Crowd control may be difficult, yet safety must not be compromised. The response may need many properly equipped



volunteers. Volunteer screening and management will be an important aspect of response.

The Incident Commander (or designee) will make a scene safety decision before search efforts within the avalanche zone can begin. The IC may halt rescue efforts in the avalanche zone if the scene is not safe, and will go directly to the scene, with or in advance of the first search team.

A. Goals - Organized avalanche rescue has 2 goals, in this order:

1. Keep the searchers safe.
2. Recover the victims.

Everything else just supports Goals 1 and 2, no matter how complex the rescue may appear.

B. Scene Rules:

1. No one may enter the avalanche zone until the IC has determined that the scene is safe. The IC is the only individual permitted to make the scene safety decision, and his/her decision is final. Once the scene is declared safe by the IC, organized rescue efforts may begin.
2. All KPB personnel entering avalanche zones should have a beacon.

C. Initial Search Guidelines

1. Urban Avalanche SAR

- Cover the entire area quickly, searching for obvious clues, visual or auditory finds, and survivors.
- Avalanche dogs are the best tools, if they are available.
- Most urban victims or survivors will not be wearing beacons, but it is possible that some may be. Listen for signals during initial search.
- Do not use heavy equipment on or in snow that may contain a victim.
- Shovel snow by hand onto tarps; use heavy equipment to haul it away.
- Snow disposal location must be located, and should take into consideration contaminants and pollutants as well as health hazards.
- Use frequent quiet periods, where all equipment is turned off, radios are turned down, and searchers are silent, to listen for cries.
- Recognize that urban residents may not all be inside buildings when a slide hits.
- If you don't find people outside buildings with visuals, clues, beacon signals, or dogs, begin probe lines in the most-likely areas. Use fingertip-to-fingertip spacing; probe left, center, and right. Probes are much more effective in debris without building parts.



2. Highway Avalanche SAR

- Determine if anyone is missing. Search usually begins only if there is a witness, a visible vehicle part, or if someone is reported overdue.
- Car probe pattern is fingertip-to-fingertip, probe center only. Advance 2 or 3 steps, depending on the size of the missing vehicle.
- Search dogs are particularly valuable.

D. Interviews with survivors, witnesses, family and neighbors are the principle source of information on who is missing.

V. Organization and Assignment of Responsibilities

KPB EOC will provide support and coordination for avalanche response and recovery activities in the borough that occur outside of incorporated city jurisdictions and for the on-scene IC, DOT, AST, and public utility recovery operations.

DOT will act as the primary agency responsible for road closures, road clearing, and snow removal at avalanche sites involving public roadways. DOT will assure appropriate public information is posted on 511.gov resources.

AST will function as primary agency for back-country search and rescue operations and will assist DOT with public road closure/safety operations.

AKRR is responsible for all avalanche operations that affect railways and railroad property. AST may assist AKRR personnel with back-country search and rescue operations affecting AKRR passengers and personnel.

The Incident Commander(IC) is the person in charge of the incident and must be fully qualified to manage it. Initially, the IC will be the senior first responder to arrive at the scene, but as more responders arrive command will transfer to Avalanche IC. As the situation grows, the IC may have one or more deputies from the same agency or different agencies. His/her command staff may include an Avalanche Specialist. The Incident Commander will determine the need for a separate Operations Section at an incident or event. Until Operations is established as a separate section, the IC will have direct control of tactical operations. Once activated, the IC assigns an individual as the Operations Section Chief for each operational period. The Operations Chief will be the most qualified person to control tactical operations.



VI. Direction, Control, and Coordination

The on-scene Incident Commander is responsible for all tactical operations and resources placed at their disposal. The KPB EOC will be notified by either the Alaska State Troopers or the Alaska Department of Transportation of the occurrence of an avalanche requiring an emergency response. Organizations responding to an avalanche will follow the direction, control and coordination outlined in Section V of this plan. Additional information and coordination with the Alaska Mountain Rescue Group (www.amrg.org), the Alaska Search and Rescue Association (alaskasar.org), Alaska Search and Rescue Dogs (www.asard.org) is available on line at the sites indicated.

Liaison officer(s) from the various avalanche response agencies may not be able to travel to the EOC but coordination may be effected telephonically or on line.

VII. Communication

Communication systems, procedures, resources are defined in the Region E Tactical Interoperable Communication Plan (TICP). Some communications systems may be affected by damage done during the incident and workarounds will need to be coordinated with the Communication Unit Leader(s) assigned to the KPB IMT and the on-scene incident command. The Alaska Land Mobile Radio (ALMR) system provides the backbone for tactical communication among first responders in the KPB. ALMR talk groups available for use during evacuation activities are listed in the TICP and will be assigned by dispatch personnel. Alaska State Troopers should consider the use of unencrypted channels during Search and Rescue procedures. Avalanche risk areas are also susceptible to dead zones in ALMR coverage and responders should consider using conventional frequencies loaded on their ALMR radios. Alaska Amateur Radio Emergency Service (ARES) and amateur radio operators offer resilient, flexible and survivable communication capabilities that may complement other tactical and operational communication systems. Other communications, command and control systems (Incident Action Planner (IAP), Homeland Security Information Network (HSIN, KPB mobile EOC unit) are also available for coordinating warning, response, and recovery efforts during an avalanche response.

Other communication devices particularly useful during avalanche response operations include: Avalanche beacons, SPOT beacons, FRS/GMRS radios, and sat phones for back-country response.



VIII. Administration, Finance, and Logistics

- A. Kenai Peninsula Borough is only responsible for appropriate costs associated with emergency response actions and directives issued by the Kenai Peninsula Borough.
- B. All logistical needs associated with a KPB response to an avalanche event must be processed through the KPB OEM or EOC on a resource order form.
- C. Any agency initiating an avalanche event response or expending funds without approval of the KPB will not be reimbursed by KPB. Agencies needing to conduct immediate response actions due to life safety concerns shall contact KPB as soon as possible to coordinate response activities.
- D. Transportation (other than POVs) and snow removal equipment is primarily owned by DOTPF or by privately owned companies and must be contracted in order to provide the service. MOAs, MOUs, and retainers with these companies will facilitate the efficient procurement of their services and resources during an avalanche response.
- E. Expenses for snow/debris removal will be borne by the agency/owner of the affected property.
- F. Local resources will be committed before local governments request assistance from higher levels of government.
- G. KPB will assist communities affected by the incident by facilitating/ coordinating the recovery and disaster assistance processes.



I. Purpose

This annex provides guidance for the Kenai Peninsula Borough's (KPB) immediate response and initial actions to a major earthquake event. It addresses concepts for emergency management actions during the warning, response, and recovery phases. General in application, flexible during response and recovery, it provides the overall structure needed for operational planning and execution. This Annex must be used in conjunction with community and State plans and Standard Operating Guidelines. This annex may be placed into operation whenever a local or borough declared emergency or disaster occurs due to a major earthquake. This Annex supplements the KPB Emergency Operations Plan (EOP) which provides the overall guidance for emergency response activities in the borough.

II. Authority

The KPB is authorized by AS 26.20.060 and KPB Code of Ordinances Section 2.45.010, to plan for and respond to public emergencies and disasters affecting the KPB. The Borough Mayor or designee must declare a local emergency or disaster to allow full activation of this plan.

III. Situation and Assumptions

Situation

Scientists have long recognized that Alaska has more earthquakes than any other region of the United States and is, in fact, one of the most seismically active areas of the world. The second largest earthquake ever recorded shook the heart of southern Alaska on March 27th, 1964. The largest strike-slip earthquake in North America in almost 150 years occurred on the Denali Fault in central Alaska on November 3rd, 2002. "Great" earthquakes (larger than magnitude 8) have rocked the state on an average of once every 13 years since 1900. It is only a matter of time before another major earthquake will impact a large number of Alaskans. As most major earthquakes have little or no warning, all residents in KPB must prepare beforehand and be ready to respond (either evacuate or shelter-in-place) at a moment's notice.

- A. All KPB residents are vulnerable to the effects of a major earthquake.
- B. A major earthquake in the KPB will likely affect every community and communities are expected to implement the earthquake response plans they have in place. However, all earthquake response operations should be coordinated with adjacent communities and the next higher level of government KPB Office of Emergency Management (OEM), State Emergency Operations Center (SEOC), etc.



- C. Transportation, public utilities, communications, commerce, schools, structures (buildings, bridges, Cooper Lake earthen dam) are all likely to be damaged or fail during a major earthquake.
- D. Possible means of evacuating threatened populations include: road system, Alaska Railroad (AKRR), Alaska Marine Highway, privately owned vessels (including cruise ships), and aircraft. Other unconventional means of transportation such as snow machines and off-road vehicles should be considered.
- E. Seasonal issues will dramatically change the resources required for - and the response to- a major earthquake.

Planning Assumptions

- A. Response to earthquake activity will likely be required immediately with little or no notice of a major earthquake.
- B. Major earthquakes may generate a local tsunami with little time to react/evacuate threatened areas.
- C. Structural fires/collapse, landslides/avalanches are likely to be limited in area or scope. However, disruptions to public utilities and transportation systems are more likely to be area wide events.
- D. Expect aftershocks and additional damage to previously weakened/damaged structures.
- E. Response to a major earthquake event will require search and rescue activities, evacuation actions, and sheltering operations to work in concert.
- F. Sheltering-in-place may be more appropriate than evacuation.
- G. Any major earthquake event will likely affect the Municipality of Anchorage and other surrounding jurisdictions creating a competition for some resources. Coordination with the Muni, Division of Homeland Security & Emergency Management (DHS&EM) and other State of Alaska agencies will be required
- H. If a Federal disaster is declared, it will take Federal Emergency Management Agency (FEMA) Region X Joint Field Office (JFO) several days to set up



following a major earthquake and competition for critical resources will mean it could be at least seven days to several weeks before some resources will be available for earthquake response.

- I. Incorporated cities, public utilities, KPB School District (KPBSD), and critical infrastructure owners have earthquake response plans and will conduct their own emergency response activities. Emergency service areas and unincorporated areas are encouraged to develop their own emergency plans and procedures.
- J. The KPB will provide assistance, support, and direction to the extent possible to oversee and assist with alert and warning, response activities and recovery from a major earthquake event.
- K. Alaska State Troopers (AST), local law enforcement, and local emergency services personnel will all participate in coordinating a response to the earthquake event.
- L. Response activities using non-Borough owned assets will require coordination with the owning entity and SEOC such as Dept. of Transportation and Public Facilities (DOT&PF) debris removal equipment, street sweepers and earthmoving equipment. Pre-coordinated agreements with these resource owners will improve the speed and efficiency of an earthquake response in the borough.

IV. Concept of Operations

When faced with response to a major earthquake affecting the KPB, local community and Borough officials will establish priorities. Priority issues of immediate concern may include, but will not be limited to:

- Secure the disaster area, ensure public safety and establish communications with responders and communities;
- Assess the unmet needs of those impacted by the disaster and take steps to meet these needs;
- Identify and mitigate hazards to public health, damage assessments, debris removal; and
- Repair damages to essential public facilities and services and take steps to restore functions.

KPB response to a major earthquake will occur in six phases:

- Preparedness
- Search and Rescue



- Evacuation/Shelter/Shelter-in -place
- Damage Assessment
- Public Health
- Recovery

The activities in these six phases can be expected to overlap and occur simultaneously. Integration of the planning, operations, and logistic efforts for each of these activities is key to successful earthquake response.

Preparedness

Planning and preparedness programs provide the foundation for effective response during a disaster/emergency. Training and exercises, community preparedness programs such as Citizen Emergency Response Teams (CERT), Local Emergency Planning Committee (LEPC), and active improvement planning programs all contribute to a successful response and recovery from a major earthquake. Family disaster plans and disaster kits help families be self-sufficient for 7 days and longer.

Search and Rescue

Search and rescue for earthquake victims trapped in buildings and areas accessible via the road system is the responsibility of borough, city and village fire departments and law enforcement agencies. They will prepare and respond in accordance to their emergency operations plans and standard operating procedures. The Department of Public Safety, Division of Alaska State Troopers leads the State's search and rescue efforts for earthquake victims off the road system (generally in rural, non-structural instances) in accordance with the National Search and Rescue Plan. U.S. Coast Guard is responsible for maritime search and rescue operations. The Civil Air Patrol (CAP) may assist in both maritime and land-based search and rescue efforts.

Because the mortality rate will dramatically increase beyond 72 hours, search and rescue must begin immediately. Rescue personnel will encounter a variety of difficulties or hindrances that may include environmental safety and health hazards.

For further direction refer to local jurisdiction's EOP, the State of Alaska Department of Public Safety SAR Resource Guide, and State of Alaska Air Coordination Plan.

Evacuation/Shelter/Shelter in Place

Given that 1) Major earthquakes usually occur with little or no warning; 2) the population of the KPB varies greatly depending on time of year; 3) the response to a major earthquake may require different resources depending on the time of year it occurs: the

determination to evacuate, shelter, or shelter-in-place should consider many factors. Following a major earthquake evacuation plans must ensure that evacuation routes are



safe for public use and damage assessments must be rapidly done on roadways and bridges. Workarounds for damaged/destroyed roadways and bridges may be limited as the majority of the KPB relies on the Sterling and/or Seward highway for evacuation. Damage to transportation, communications, utility distribution systems, pipelines, chemical and fuel storage, and other infrastructure systems may isolate communities, creating islands within disaster areas. Impacted transportation routes may not be functional for many weeks or months. Likewise shelter facilities must be inspected for damage before they can be used to shelter evacuees. Lastly, sheltering-in-place may be the best option for most KPB populations but this decision will be greatly affected by time of year (extended loss of power during the winter will force many residents to seek shelter). See Annex 1 for information, plans, guidelines, and Emergency Operations Center (EOC) position checklists for Evacuation activities. Likewise, see Annex 2 for sheltering plans and information, Annex 3 Special Needs, and Annex 4 Pet Sheltering should also be considered when developing response plans to a major earthquake event.

Damage Assessments

In the event of a disaster, an initial assessment of the overall damage to public and private property is necessary. The initial damage assessment, conducted during the early stages of the recovery effort, is essential to determine the allocation of State and local government resources to the disaster area. Damage assessment is a fundamental responsibility of local government and should be performed at the local level as soon as the situation permits. Damage assessment will help determine if the damage warrants a State emergency declaration. A timely and accurate assessment will help prioritize response efforts in larger events or if multiple jurisdictions have been affected.

Assessment of public infrastructure requires access to a pool of highly trained engineers and building officials. Access to resources may be limited within Alaska. This level of inspection will occur during the recovery phase of the disaster. Use the time to determine the pool of people that will be used to perform the inspections along with logistics of moving and sheltering them. When large-scale assessments are needed, preplanning and early identification of inspectors is key. The CAP may be useful in area wide damage assessment to off road and isolated areas of the KPB.

Public Health

In an earthquake disaster, the local governments will control emergency medical and health services within their jurisdiction. This also includes coordination of any medical and health services that may be made available by the American Red Cross and other voluntary organizations. The OEM will act in a coordination role between community health services, the State of Alaska, and tribal health organizations.

The Alaska Department of Health and Social Services will coordinate disaster-related medical services, including but not limited to:



- Serve as the lead agency during planning for the coordination of public health, healthcare and emergency medical activities during a disaster or state of emergency.
- Provide and coordinate comprehensive assessments of the health impact of all disasters to include the types of health impacts and effects on the continued ability to provide essential health services;
- Provide liaison with the Department of Health and Human Services and State and local health agencies, as potential sources of consultation and/or direct assistance;
- Provide coordination and assistance to local health jurisdictions to ensure sufficient numbers of health care providers, medical equipment and medical supplies are available during an emergency;
- Serve as the lead agency in the SEOC for coordinating health care, emergency medical and public health services during an Emergency.

Recovery

While local governments are implementing emergency response and initial recovery actions necessary to protect public health and safety, the OEM will work with State agencies to prepare for the deployment of resources necessary to facilitate recovery.

Operations staff in the OEM will contact their counterparts in affected local areas to identify needed and anticipated resources, staging areas, distribution sites, contact persons, and other requirements. Information gathered during this process should be forwarded to the SEOC as appropriate. Initial planning for recovery begins before the response phase ends.

Long-term recovery efforts focus on community redevelopment and restoring the economic and social viability of the disaster area(s). Long Term Recovery requires a substantial commitment of time and resources. Refer to Annex R of the State of Alaska Emergency Operations Plan for additional information on State and Federal assistance during recovery operations.

V. Organization and Assignment of Responsibilities

Local jurisdictions' EOCs and/or the on-scene IC will be responsible for executing all local responses to a major earthquake. If a local jurisdiction requires assistance or additional resources for its response, those requests must be coordinated with KPB OEM.

For earthquake response activities (evacuation, sheltering, damage assessment, etc.) involving unincorporated areas of the borough, and/or activities that require coordination



between two or more local jurisdictions; the KPB OEM will be responsible for managing/coordination of those activities.

KPB OEM is responsible for:

1. Obtain information from National Weather Forecast Office, Alaska Earthquake Information Center, Alaska Division of Homeland Security and Emergency Management or other appropriate agencies.
2. Through the PIO, issue public notification and situation updates via Public Notification means as appropriate. The KPB PIO/JIC will be responsible for alert and warning procedures and will generate all public information and warning statements.
3. Identify areas at risk, determine areas where search and rescue, evacuation, sheltering, damage assessment may be required, and coordinate response activities, evacuation routes, and safety perimeters
4. Contact affected Fire/EMS service chiefs.
5. Coordinate with local and AST Search and Rescue operations for information and resource requests.
6. Develop evacuation and shelter plans (to be signed by Borough Mayor or designee). Include refusal/special needs/pet forms in evacuation orders and sheltering processes. (See Annexes 1,2,3,and 4)
7. Issue or communicate evacuation orders or recommendations using one or more alert and warning methods. Ensure shelters and evacuation marshaling centers are set up.
8. If appropriate, assist evacuation efforts by coordinating alternative evacuation transportation (railroad, watercraft, aircraft, etc.) with resource owners and the SEOC.
9. Consider the use of contraflow procedures in order to maximize the efficiency of road traffic evacuation.
10. Coordinate evacuation and sheltering of displaced persons with local governments or service areas and ensure pet shelters are set up as appropriate.
11. Coordinate to ensure that special needs populations receive evacuation assistance.



12. Coordinate damage assessment plans, activities, and information.
13. Provide frequent public information and media announcements regarding evacuation routes/procedures, extent of evacuation, location of shelters, and other developments.
14. Conduct surveys to determine when/if evacuated areas are safe for re-entry and notify the public and media when it is safe to reenter evacuated areas.
15. Coordinate the repopulation of evacuated areas with local law enforcement and emergency services.

VI. Direction, Control, and Coordination

Preparedness, response and recovery activities related to earthquakes are both a collective and an individual responsibility. Incorporated areas are responsible for earthquake response activities within their jurisdiction but should coordinate their actions with their neighboring communities as well as KPB. KPB OEM will coordinate activities between communities and efforts in the unincorporated portions of the borough to ensure an efficient use of resources and prioritize response/recovery activities.

KPB EOC will likely function as a Unified/Area Command during a response to a major earthquake. Representatives from Borough Departments and liaison officers from responding organizations are needed in the EOC to ensure unity of effort, appropriate prioritization of effort and critical resources and an efficient flow of information between jurisdictions and agencies.

Alaska State Troopers are responsible for managing evacuation procedures using the road system and will coordinate with other law enforcement and emergency management organizations. AST has primary responsibility for coordinating off road/back country search and rescue and efforts involving more than one State agency. DPS AST will designate the State Search and Rescue Coordinator. In searches where there is no AST presence, the local police chief or the designated community official (within city/town limits) will become the IC. Where an Alaska State Trooper is on the scene, the senior AST officer will become the Incident Commander.

In searches established by competent authority where there is no law enforcement presence and the Civil Air Patrol (CAP) is executing their Federal role, the CAP will be the Incident Commander. This responsibility will pass to the first law enforcement officer on the scene. The CAP, when involved in SAR operations, shall designate one person to act as liaison officer for the aerial search and ground search. This liaison officer shall



coordinate CAP activities with the Incident Commander. Every agency involved with the SAR shall designate one liaison officer to be responsible for that agency's resources. That officer will coordinate all activities with the Incident Commander.

Health clinics and hospital's (both public and private facilities) requests for public health assistance is provided by DHSS but should be coordinated through the KPB EOC.

The DHS&EM is responsible for providing Alaskans with earthquake preparedness information and training. The office of the Alaska State Seismologist and the Alaska Earthquake Information Center (AEIC), the University of Alaska Fairbanks Geophysical Institute (UAF-GI), the U.S. Geological Survey (USGS), the Alaska Division of Geological & Geophysical Surveys (ADGGS), and the National Oceanic and Atmospheric Administration West Coast/Alaska Tsunami Warning Center (WC/ATWC) work together to provide data and information to the public and to local, state, and federal authorities for use in earthquake hazard mitigation and response. This alliance of agencies carries out a collective effort to understand and prepare for earthquake disasters.

VII. Communication

Communication systems, procedures, resources are defined in the Regional Tactical Interoperable Communication Plan (TICP). Some communications systems may be affected by damage done during the incident and workarounds will need to be coordinated with the Communication Unit Leader(s) assigned to the KPB Incident Management Team (IMT) and the on-scene incident command. The Alaska Land Mobile Radio (ALMR) system provides the backbone for tactical communication among first responders in the KPB. ALMR talk groups available for use during incident response activities are listed in the TICP and will be assigned by dispatch personnel. Alaska Amateur Radio Emergency Service (ARES) and amateur radio operators offer resilient, flexible and survivable communication capabilities that may complement other tactical and operational communication systems. Other communications, command and control systems [Incident Action Plan (IAP), Homeland Security Information Network (HSIN), KPB mobile EOC unit] are also available for coordinating warning, response, and recovery efforts during an earthquake response and recovery.

Public information is to be issued through the KPB PIO, and if multiple agencies are involved in response activities, through a Joint Information Center/Joint Information System (JIC/JIS). Approval of messages must be obtained from the IC.

Public Notice of evacuation and shelter availability may be made using: KPB Alerts, Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), social media, the KPB Joint Information Center website, and other methods. Phone trees to churches, NGO's etc. can be considered as well.



VIII. Administration, Finance, and Logistics

Kenai Peninsula Borough is responsible for appropriate costs associated with emergency response actions and directives issued by the Kenai Peninsula Borough.

- A. All logistical needs associated with a KPB response to an earthquake event must be processed through the KPB OEM or EOC on a resource order form. Resources will deploy in a phased, prioritized schedule in coordination with the affected local jurisdiction(s) and the Incident Command Structure.
- B. Any agency initiating an earthquake event response or expending funds without approval of the KPB will not be reimbursed by KPB. Agencies needing to conduct immediate response actions due to life safety concerns shall contact KPB as soon as possible to coordinate response activities.
- C. Transportation (other than Privately Owned Vehicles) and earthmoving equipment is primarily owned by DOTPF or by privately owned companies and must be contracted in order to provide the service. Memorandum of Agreements (MOA), Memorandum of Understanding (MOU), and retainers with these companies will facilitate the efficient procurement of their services and resources during an evacuation.
- D. Pre-scripted resource requests to the SEOC will assist in the timely delivery of needed resources.
- E. Local resources will be committed before local governments request assistance from higher levels of government. However, it is expected that local resources will quickly be exhausted in response to a major earthquake and resources from the Tri-Borough Agreement, the State of Alaska, and federal government will be required. Accurate record keeping and completion of resource requests is required for reimbursement of local expenditures
- F. KPB will assist communities affected by the incident by facilitating/ coordinating the recovery and disaster assistance processes.
- G. KPB will assist communities affected by the incident by facilitating/ coordinating the recovery and disaster assistance processes.



I. Purpose

This annex provides guidance for the Kenai Peninsula Borough's (KPB) response to a tsunami event. It addresses concepts for emergency management actions during the warning, response, and recovery phases. General in application, flexible during response and recovery, it provides the overall structure needed for operational planning and execution. This Annex must be used in conjunction with community and State plans and Standard Operating Guidelines (SOG). This annex may be placed into operation whenever a local or borough declared emergency or disaster occurs due to a tsunami event. This Annex supplements the KPB Emergency Operations Plan which provides the overall guidance for emergency response activities in the borough.

II. Authority

KPB is authorized by AS 26.20.060 and KPB Code of Ordinances Section 2.45.010, to plan for and respond to public emergencies and disasters affecting the Borough. The Borough Mayor or designee must declare a local emergency or disaster to allow full activation of this plan.

III. Situation and Assumptions

Situation

Tsunamis are sea waves (sometimes referred to as tidal waves) of local or distant origin that occur as a result of large-scale seafloor displacement. Typically, seismic activity, volcanic activity or landslides (above or below sea in origin) generate the uplift or drop in the ocean floor. The most tsunami-vulnerable regions are the low-lying coastal zones along the Gulf of Alaska including much of the Kenai Peninsula Borough shoreline. The potential for tsunamis to cause tremendous damage to the KPB is well documented. On March 27th, 1964, the city of Seward was devastated by a series of waves generated by a 9.2 magnitude earthquake, with the cities of Homer and Seldovia also being affected. With four active volcanoes and a high potential for earthquakes of magnitude 6.0 or greater, Borough coastal communities are all vulnerable to the threat of a tsunami.

Depending on the epicenter and magnitude, an earthquake-generated tsunami could result in significant damage to KPB coastal communities. The tsunami inundation maps for the communities of Homer, Seldovia and Seward provide a tool to more accurately assess the number of people and development that is at risk in those communities. Risk assessments for the other unmapped communities, at least in the near term, will be based on available historical or estimated information.

The probability of simultaneous emergencies following a tsunami is rated as high in the KPB Emergency Operations Plan. Tsunamis have the potential to damage structures,



vehicles, boats, equipment, harbor, critical infrastructure and transportation facilities. Associated events include industrial/technological emergencies (resulting from fire, explosions and hazardous materials incidents), disruption of vital services (such as water, sewer, power, gas and transportation) and damage and disturbance to emergency response facilities and resources.

Planning Assumptions

- All coastal communities are vulnerable to tsunami damage.
- Tsunami generating events may be local with little to no warning time for evacuating threatened areas.
- Local communities with tsunami warning sirens and equipment have developed evacuation plans, trained local citizens on evacuation procedures, and exercised the process of evacuation for a tsunami.

IV. Concept of Operations

When faced with response to a major earthquake creating a possible or confirmed tsunami affecting the KPB, local community and Borough officials will establish priorities. Priority issues of immediate concern may include, but will not be limited to:

- Provide alert and warning and evacuate vulnerable communities as appropriate;
- Secure the disaster area, ensure public safety and establish communications with responders and communities;
- Assess the unmet needs of those impacted by the disaster and take steps to meet these needs;
- Identify/mitigate hazards to public health, including debris and sanitation and;
- Assess damages to essential public facilities and services and take steps to restore functions.

KPB response to a tsunami will occur in seven phases:

- Preparedness
- Alert and Warning
- Evacuation
- Shelter
- Search and Rescue
- Damage Assessment
- Recovery

The activities in these seven phases can be expected to overlap and occur simultaneously. Integration of the planning, operations, and logistics efforts for each of these activities is key to successful tsunami response.



Preparedness

Planning and preparedness programs provide the foundation for effective response during a tsunami disaster/emergency. Training and exercises, community preparedness programs such as Citizen Emergency Response Teams (CERT) and Local Emergency Preparedness Committee (LEPC), and active improvement planning programs all contribute to a successful response and recovery from a tsunami. The National Oceanic and Atmospheric Administration's Tsunami Ready program (<http://www.tsunamiready.noaa.gov/>) provides a template for preparedness for the tsunami threat.

Alert and Warning

Public alert and warning will incorporate all populations in those areas immediately affected by the tsunami event or emergency. Efforts will be made to ensure affected populations receive critical alert and notification information through the utilization of alert and notification equipment and resources available to those in the affected areas. The siren alert and warning system consists of 14 siren stations throughout the Kenai Peninsula Borough's coastal communities, linked together and connected to the Office of Emergency Management, City of Homer Dispatch Center, and City of Seward Dispatch Center. Activation methods include the emergency alert system, radio signal, and computer software/data network manual activation. Each can broadcast a predetermined emergency message and can be used to provide real time voice messages. Its primary purpose is to alert and warn coastal areas in the event of a tsunami; however the siren alert system can also be used for alert and warning in other emergency situations.

There are three levels of tsunami alert/warning:

Tsunami Warning: **The highest level of tsunami alert.** Warnings are issued due to the imminent threat of a tsunami from a large undersea earthquake, or following confirmation that a potentially destructive tsunami is underway. They may initially be based only on seismic information as a means of providing the earliest possible alert. Warnings advise that appropriate actions be taken in response to the tsunami threat. Such actions could include the evacuation of low-lying coastal areas and the movement of boats and ships out of harbors to deep waters. Warnings are updated at least hourly or as conditions warrant to continue, expand, restrict, or end the Warning.

Tsunami Watch: **The second highest level of tsunami alert.** Watches are issued based on seismic information without confirmation that a destructive tsunami is underway. It is issued as a means of providing advance alert to areas that could be impacted by a destructive tsunami. Watches are updated at least hourly to continue them, expand their coverage, upgrade them to a Warning, or end the alert.

Tsunami Advisory: **The third highest level of tsunami alert.** Advisories are issued to coastal populations within areas not currently in either warning or watch status when a



tsunami warning has been issued for another region of the same ocean. An Advisory indicates that an area is either outside the current warning and watch regions, or that the tsunami poses no danger to that area. As conditions warrant, the Advisory will either be continued, upgraded to a watch or warning, or ended.

See Section 4 of the KPB EOP for more information on Alert and Warning systems and procedures.

Evacuation

Evacuation of persons in the inundation zone of a community is the responsibility of that community. See Annex 1 for information, plans, guidelines, and Emergency Operations Center (EOC) position checklists for evacuation activities. In addition, people with special needs must be taken into consideration during evacuation planning and activities. See Annex 3 for more information on special needs emergency management considerations.

The on-scene Incident Commander or the KPB IMT will consider the following information when developing an evacuation and shelter recommendation:

1. Tsunami Alert/Warning Type
2. Incident Scope (magnitude and location of the tsunami generating event)
3. Incident Scale (what size of area must be evacuated? Number of people involved? Local only or area wide?)
4. Response time frame (how soon must the evacuation be initiated / shelters set up? Immediate or Delayed?)
5. Where are the evacuation routes and receiving/marshalling areas?

Sheltering

Local communities must be prepared to provide shelter for tsunami evacuation persons and their pets on short/no notice basis. Tsunami shelters should be located after consulting maximum probable tsunami inundation maps and placed in a safe area. If a tsunami occurs, destroying homes, businesses, and public utilities, shelters will likely be required for long response and recovery of the affected community(s)' population. See Annex 2 for information, plans, guidelines, and EOC position checklists for sheltering activities. Sheltering plans must also consider special needs populations (Annex 3) and pet sheltering (Annex 4).

Search and Rescue

Search and rescue for victims trapped in buildings and areas accessible via the road system is the responsibility of borough, city and village fire departments and law enforcement agencies. They will prepare and respond in accordance to their emergency operations plans and standard operating procedures. The Department of Public Safety, Division of Alaska State Troopers leads the State's search and rescue efforts for victims off the road system (generally in rural, non-structural instances) in accordance with the



National Search and Rescue Plan. U.S. Coast Guard is responsible for maritime search and rescue operations. The Civil Air Patrol (CAP) may assist in both maritime and land-based search and rescue efforts. The KPB EOC will likely function in a coordination/resource ordering role for search and rescue operations. Because the mortality rate will dramatically increase beyond 72 hours, search and rescue must begin immediately. Rescue personnel will encounter a variety of difficulties or hindrances that may include environmental safety and health hazards.

For further direction refer to local jurisdiction's EOP, the State of Alaska Department of Public Safety SAR Resource Guide, and State of Alaska Air Coordination Plan.

Damage Assessment

In the event of a disaster, an initial assessment of the overall damage to public and private property is necessary. The initial damage assessment, conducted during the early stages of the recovery effort, is essential to determine the allocation of State and local government resources to the disaster area. Damage assessment is a fundamental responsibility of local government and should be performed at the local level as soon as the situation permits. Damage assessment will help determine if the damage warrants a State emergency declaration. A timely and accurate assessment will help prioritize response efforts in larger events or if multiple jurisdictions have been affected.

Assessment of public infrastructure requires access to a pool of highly trained engineers and building officials. Access to resources may be limited within Alaska. This level of inspection will occur during the recovery phase of the disaster. Use the time to determine the pool of people that will be used to perform the inspections along with logistics of moving and sheltering them. When large-scale assessments are needed, preplanning and early identification of inspectors is key. The CAP may be useful in area wide damage assessment to off road and isolated areas of the KPB.

Recovery

While local governments are implementing emergency response and initial recovery actions necessary to protect public health and safety, the OEM/EOC will work with State agencies to prepare for the deployment of resources necessary to facilitate recovery.

Operations staff in the OEM/EOC will contact their counterparts in affected local areas to identify needed and anticipated resources, staging areas, distribution sites, contact persons, and other requirements. Information gathered during this process should be forwarded to the SEOC as appropriate. Initial planning for recovery begins before the response phase ends.

Long-term recovery efforts focus on community redevelopment and restoring the economic and social viability of the disaster area(s). Long Term Recovery requires a substantial commitment of time and resources. Refer to Annex R of the State of Alaska



Emergency Operations Plan for additional information on State and Federal assistance during recovery operations.

V. Organization and Assignment of Responsibilities

Local jurisdictions' EOCs and/or the on-scene IC will be responsible for executing all local responses to a tsunami threat. If a local jurisdiction requires assistance or additional resources for its response, those requests must be coordinated with KPB OEM. For evacuations and sheltering activities involving unincorporated areas of the borough, and evacuations/sheltering activities that require coordination between two or more local jurisdictions; the KPB OEM will be responsible for managing/coordination of those activities.

Alaska State Troopers are responsible for managing evacuation procedures using the road system and will coordinate with other law enforcement and emergency management organizations. AST is also the State's lead agency responsible for search and rescue activities.

KPB OEM is responsible for coordinating evacuation procedures using all other forms (i.e. not roadways) of transportation (railroad, watercraft, aircraft, etc.) with resource owners and the SEOC. OEM will:

1. Obtain information from National Weather Forecast Office/ Alaska Pacific Tsunami Warning Center / Alaska Division of Homeland Security and Emergency Management or other appropriate agencies.
2. Coordinate repeated notifications on AHAB with local dispatch center(s) as appropriate.
3. Through the PIO, issue public notification and situation updates via Public Notification means as appropriate. The KPB PIO/JIC will be responsible for alert and warning procedures and will generate all public information and warning statements.
4. Identify areas at risk, determine areas where evacuation may be required, and coordinate evacuation routes and safety perimeters
5. Consider the use of contraflow procedures in order to maximize the efficiency of road traffic evacuation.
6. Contact affected Fire /EMS service chiefs.
7. Develop evacuation and shelter plans (to be signed by Borough Mayor or designee). Include refusal/special needs/pet forms in evacuation orders and sheltering processes. (See Annexes 1,2,3,and 4)



8. Coordinate with KPBSD on shelter plans.
9. Issue or communicate evacuation orders or recommendations using one or more alert and warning methods (EAS, AEN, door-to-door contact, mobile public address, and sirens). Ensure shelters and evacuation marshalling centers are set up.
10. As appropriate, notify Red Cross to assist with shelter management.
11. Coordinate evacuation and sheltering of displaced persons with local governments or service areas.
12. Coordinate to ensure that special needs populations receive evacuation assistance.
13. Notify hospitals and medical centers of injuries, fatalities.
14. Coordinate with Search and Rescue operations for information and resource requests.
15. Coordinate damage assessment plans, activities, and information.
16. Provide frequent public information and media announcements regarding evacuation routes/procedures, extent of evacuation, location of shelters, and other developments and give the 'All Clear' when conditions are appropriate.
17. Conduct surveys to determine when/if evacuated areas are safe for re-entry.
18. Consult with Local EOC(s) before issuing 'All Clear' notice
19. Notify the public and media when it is safe to reenter evacuated areas.
20. Coordinate the repopulation of evacuated areas with local law enforcement and emergency services.

VI. Direction, Control, and Coordination

KPB OEM is primarily a coordinating agency during most tsunami response activities and evacuations and does not usurp the authority or responsibility of local jurisdictions or the on-scene IC. Responsible Parties for hazardous materials releases in conjunction with tsunami events may provide technical specialists for the KPB EOC and the IC. Communities will coordinate with KPB for any tsunami-related evacuation operations that are likely to escalate and require KPB coordination, assistance and/or resources during with the evacuation.



Preparedness for tsunamis and other natural disasters is both a collective and an individual responsibility. The DHS&EM is responsible for providing Alaskans with tsunami preparedness information and training. The office of the Alaska State Seismologist and the Alaska Earthquake Information Center (AEIC), the University of Alaska Fairbanks Geophysical Institute (UAF-GI), the U.S. Geological Survey (USGS), the Alaska Division of Geological & Geophysical Surveys (ADGGS), and the National Oceanic and Atmospheric Administration National Tsunami Warning Center (NTWC) work together to provide data and information to the public and to local, state, and federal authorities for use in tsunami hazard mitigation and response. This alliance of agencies carries out our collective effort to understand and prepare for tsunami disasters.

The State of Alaska Department of Public Safety (DPS), Alaska State Troopers (AST) are responsible for managing and coordinating evacuation procedures using the road system and will coordinate with other law enforcement and emergency management organizations. Alaska State Troopers have primary responsibility for coordinating search and rescue efforts involving more than one State agency. DPS AST will designate the State Search and Rescue (SAR) Coordinator. In searches where there is no AST presence, the local police chief or the designated community official (within city/town limits) will become the IC. Where an Alaska State Trooper is on the scene, the senior AST officer will become the Incident Commander.

In searches established by competent authority where there is no law enforcement presence and the CAP is executing their Federal role, the CAP will be the Incident Commander. This responsibility will pass to the first law enforcement officer on the scene. The CAP, when involved in SAR operations, shall designate one person to act as liaison officer for the aerial search and ground search. This liaison officer shall coordinate CAP activities with the Incident Commander. Every agency involved with the SAR shall designate one liaison officer to be responsible for that agency's resources. That officer will coordinate all activities with the Incident Commander.

Health clinic's and hospital's (both public and private facilities) requests for public health assistance is provided by DHSS but should be coordinated through the KPB EOC.

VII. Communication

Communication systems, procedures, resources are defined in the Tactical Interoperable Communication Plan (TICP). Some communications systems may be affected by damage done during the incident and workarounds will need to be coordinated with the Communication Unit Leader(s) assigned to the KPB IMT and the on-scene incident command. The Alaska Land Mobile Radio (ALMR) system provides the backbone for tactical communication among first responders in the KPB. ALMR talk groups available for use during tsunami response activities are listed in the TICP and will be assigned by dispatch personnel. Alaska State Troopers should consider the use of unencrypted channels during evacuation procedures. Alaska Amateur Radio Emergency Service (ARES) and amateur radio operators offer resilient, flexible and



survivable communication capabilities that may complement other tactical and operational communication systems. Other communications, command and control systems (Incident Action Planner, Homeland Security Information Network, KPB mobile EOC unit) are also available for coordinating warning, response, and recovery efforts during a tsunami response. See Section 4 of the KPB EOP for details on Alert and Warning systems, checklists and information.

Public information is to be issued through the KPB PIO, and when multiple agencies are involved in tsunami response activities, through a Joint Information Center/Joint Information System (JIC/JIS). Approval of messages must be obtained from the IC. Public Notice of evacuation and shelter availability may be made using: KPB Alerts, Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), and social media. Phone trees to churches, NGO's etc can be considered as well.

VIII. Administration, Finance, and Logistics

- A. Kenai Peninsula Borough is responsible for appropriate costs associated with emergency response actions and directives issued by the Kenai Peninsula Borough.
- B. Any agency initiating a tsunami event response or expending funds without approval of the KPB will not be reimbursed by KPB. Agencies needing to conduct immediate response actions due to life safety concerns shall contact KPB as soon as possible to coordinate response activities.
- C. All logistical needs associated with a KPB response to a tsunami event must be processed through the KPB OEM or EOC on a resource order form.
- D. Transportation (other than POVs) is primarily owned by privately owned companies and must be contracted in order to provide the service. MOAs, MOUs, and retainers with these companies will facilitate the efficient procurement of their services and resources during an evacuation/tsunami event.
- E. State and Federal resources will likely be required during an area wide response to a tsunami event in the KPB. Pre-scripted resource requests to the SEOC will assist in the timely delivery of needed resources.
- F. Local resources will be committed before local governments request assistance from higher levels of government. However, it is expected that local resources will quickly be exhausted in response to a major tsunami event and resources from the Tri-Borough Agreement, the State of Alaska, and federal government will be required. Accurate record keeping and completion of resource requests is required for reimbursement of local expenditures.



- G. KPB will assist communities affected by the incident by facilitating/ coordinating the recovery and disaster assistance processes.



I. Purpose

This annex provides guidance for the Kenai Peninsula Borough's (KPB) response to a volcanic event. It addresses concepts for emergency management actions during the warning, response, and recovery phases. General in application, flexible during response and recovery, it provides the overall structure needed for operational planning and execution. This Annex must be used in conjunction with community and State plans and Standard Operating Guidelines. This annex may be placed into operation whenever a local or borough declared emergency or disaster occurs due to volcanic eruption. This Annex supplements the KPB Emergency Operations Plan (2007) which provides the overall guidance for emergency response activities in the borough.

II. Authority

The Kenai Peninsula Borough is authorized by AS 26.20.060 and KPB Code of Ordinances Section 2.45.010, to plan for and respond to public emergencies and disasters affecting the Kenai Peninsula Borough. The Borough Mayor or designee must declare a local emergency or disaster to allow full activation of this plan.

III. Situation and Assumptions

Situation

There are five active volcanoes within the KPB; all are on the west side of Cook Inlet: Fourpeaked, Augustine, Iliamna, Redoubt and Mount Spurr. Eruptions of these volcanoes have occurred in the recent past and may be expected to continue. Volcanic eruptions can hurl hot rocks for at least 20 miles. Floods, airborne ash, or noxious fumes can spread 100 miles and more. All residents in KPB live in the hazard footprint of a known active volcano, and must be ready to respond (either evacuate or shelter-in-place) at a moment's notice.

- A. All KPB residents are vulnerable to situations that may call for response to a volcanic eruption and ongoing preparedness/mitigation activities are critical to a successful response.
- B. Emergency response for incidents local in nature will be handled by local jurisdiction plans and authorities. However, all volcano emergency response operations should be coordinated with adjacent communities and the next higher level of government (KPB Office of Emergency Management (OEM), State Emergency Operations Center (SEOC))
- C. Should evacuation be necessary, possible means of evacuating threatened populations include: road system, AKRR, Alaska Marine Highway, privately owned vessels (including cruise ships), and aircraft. Other unconventional means of transportation such as snow machines and off-road vehicles should be considered. (See Annex 1 for information on Evacuation Response)



Planning Assumptions

- A. KPB, local community, and individual citizen response to volcanic activity may be required immediately or delayed because preparatory time may be available depending on the nature of the eruption/activity.
- B. Major volcanic eruptions may generate a local tsunami with little time to react/evacuate threatened areas. The actual risk to lower Cook Inlet from a tsunami generated by a major landslide into the Inlet from the over-steepened slope of Augustine Volcano is still being debated by scientific circles.
- C. Ash fall hazards, transportation and power grid disruptions are more likely to be area wide events. Structural fires/collapse, hazardous gases release, landslides (lahars, pyroclastic flows, etc.), lava flows, and/or heavy ash fall are likely to be limited in area or scope.
- D. Response to a volcanic event may require alert and warning activities, evacuation actions, and sheltering operations to occur simultaneously and work in concert with each other.
- E. Sheltering-in-place may be more appropriate than evacuation.
- F. Any area wide volcanic event will likely affect the Municipality of Anchorage and other surrounding jurisdictions creating a competition for some resources. Coordination with the Muni, DHS&EM and other State of Alaska agencies will be required.
- G. Incorporated cities will have volcano response plans and will conduct their own emergency response activities. Emergency service areas and unincorporated areas are encouraged to develop their own emergency plans and procedures.
- H. While school is in session, KPBSD district staff may provide preliminary damage assessments, accountability, and assist in determining the availability of school for shelter use.
- I. The Borough will provide assistance, support, and direction to the extent possible to oversee and assist with alert and warning, response activities and recovery from a volcanic event.
- J. Alaska State Troopers (AST), local law enforcement, and local emergency services personnel will all participate in coordinating a response to the volcanic event.
- K. Response activities using non-Borough owned assets will require coordination with the owning entity and the SEOC (DOTPF, State Marine Highway vessels, Alaska Railroad, street sweepers, earthmoving equipment, cruise ships, bus companies, airports and aircraft) Pre-coordinated agreements with these resource owners will improve the speed and efficiency of an area evacuation in the borough.
- L. State and Federal agencies will provide assistance to KPB response efforts. Competition for some resources is to be expected.
- M. The Alaska Interagency Operating Plan for Volcanic Ash Episodes (May 2008) will be implemented by State and Federal agencies and information and warnings will be made available to KPB OEM and communities.



IV. Concept of Operations

When faced with an ongoing or imminent volcanic eruption threat to the KPB, local community and Borough officials will establish priorities. Priority issues of immediate concern may include, but will not be limited to:

- Secure the disaster area, ensure public safety and establish communications with responders and communities;
- Assess the unmet needs of those impacted by the disaster and take steps to meet these needs;
- Identify and mitigate hazards to public health, including airborne ash, ashfall, debris; and
- Assess damages to essential public facilities and services and take steps to restore functions.

KPB response to a volcanic eruption will occur in six phases:

- Preparedness, Alert, and Warning
- Evacuation/Shelter/Shelter in Place
- Search and Rescue
- Damage Assessment
- Public Health
- Recovery

Preparedness, Alert, and Warning

Planning and preparedness programs provide the foundation for effective response during a disaster/emergency. Training and exercises, community preparedness programs such as Citizen Emergency Response Teams (CERT) and Local Emergency Preparedness Committee (LEPC), and active improvement planning programs all contribute to a successful response and recovery from a volcanic eruption. Public alert and notification will incorporate all populations in those areas immediately affected by the event or emergency. Efforts will be made to ensure affected populations receive critical alert and notification information through the utilization of alert and notification equipment and resources available to those in the affected areas. For additional information on specific Alert and warning capabilities, processes and systems, see KPB EOP Section 4. Volcano preparedness information can be found at

<http://volcanoes.usgs.gov/ash/>

<http://www.ak-prepared.com/plans/mitigation/volcano.htm> , and/or

<http://www.epi.hss.state.ak.us/volcanoes/default.htm>

Evacuation/Shelter/Shelter in Place

For most volcanic eruption events, sheltering in place will be the preferable means to protect the population of the KPB. However, given that 1) Major volcanic eruptions



usually occur with some warning; 2) the population of the KPB varies greatly depending on time of year; 3) the response to a major volcanic eruption may require different resources depending on the time of year it occurs: the determination to evacuate, shelter, or shelter-in-place should consider many factors. Following a major volcanic eruption, evacuation plans must carefully weigh the hazards of travel against the hazards of sheltering in place.

Damage to transportation, communications, utility distribution systems, chemical and fuel storage, and other infrastructure systems may isolate communities, creating islands within disaster areas. Likewise shelter facilities (normally KPBSD facilities) must be inspected for damage before they can be used to shelter evacuees. Diversion of aircraft due to ash clouds/ashfall from other airports to KPB may result in requests for assistance/coordination from the airport for sheltering aircrew and passengers. Lastly, sheltering-in-place may be the best option for most KPB populations but this decision will be greatly affected by time of year (extended loss of power during the winter will force many residents to seek shelter).

See Annex 1 for information, plans, guidelines, and Emergency Operations Center (EOC) position checklists for Evacuation activities. Likewise, see Annex 2 for sheltering plans and information, Annex 3 Special Needs, and Annex 4 Pet Sheltering should also be considered when developing response plans to a volcanic eruption event.

Search and Rescue

Search and rescue for victims trapped in buildings and areas accessible via the road system is the responsibility of borough, city and village fire departments and law enforcement agencies. They will prepare and respond in accordance with their emergency operations plans and standard operating procedures. The Department of Public Safety, Division of Alaska State Troopers leads the State's search and rescue (SAR) efforts for victims off the road system (generally in rural, non-structural instances) in accordance with the National Search and Rescue Plan. U.S. Coast Guard is responsible for maritime search and rescue operations. The Civil Air Patrol (CAP) may assist in both maritime and land-based search and rescue efforts. The KPB EOC will likely function in a coordination/resource ordering role for search and rescue operations. Because the mortality rate will dramatically increase beyond 72 hours, search and rescue must begin immediately. Rescue personnel will encounter a variety of difficulties or hindrances that may include environmental safety and health hazards.

For further direction refer to local jurisdiction's EOP, the State of Alaska Department of Public Safety SAR Resource Guide, and State of Alaska Air Coordination Plan.

Damage Assessments

In the event of a volcano disaster, an initial assessment of the overall damage to public and private property is necessary. The initial damage assessment, conducted during the early stages of the recovery effort, is essential to determine the allocation of State and local government resources to the disaster area. Damage assessment is a fundamental



responsibility of local government and should be performed at the local level as soon as the situation permits. Damage assessment will help determine if the damage warrants a State emergency declaration. A timely and accurate assessment will help prioritize response efforts in larger events or if multiple jurisdictions have been affected.

Assessment of public infrastructure requires access to a pool of highly trained engineers and building officials. Access to these resources may be limited within Alaska. This level of inspection will occur during the recovery phase of the disaster. Use the time to determine the pool of people that will be used to perform the inspections along with logistics of moving and sheltering them. When large-scale assessments are needed, preplanning and early identification of inspectors is key. Once the threat of ashfall has abated, the CAP may be useful in area wide damage assessment to off road and isolated areas of the KPB.

Public Health

In a volcanic eruption, the local governments will control emergency medical and health services within their jurisdiction. This also includes coordination of any medical and health services that may be made available by the American Red Cross and other voluntary organizations. The OEM/EOC will act in a coordination role between community health services, tribal health organizations, and the State of Alaska.

The Alaska Department of Health and Social Services will coordinate disaster-related medical services, including but not limited to:

- Serve as the lead agency during planning for the coordination of public health, healthcare and emergency medical activities during a disaster or state of emergency.
- Provide and coordinate comprehensive assessments of the health impact of all disasters to include the types of health impacts and effects on the continued ability to provide essential health services;
- Provide liaison with the Department of Health and Human Services and State and local health agencies, as potential sources of consultation and/or direct assistance;
- Provide coordination and assistance to local health jurisdictions to ensure sufficient numbers of health care providers, medical equipment and medical supplies are available during an emergency;
- Serve as the lead agency in the SEOC for coordinating health care, emergency medical and public health services during an Emergency.

Information on State of Alaska public health response to a volcanic eruption can be found at <http://www.epi.hss.state.ak.us/volcanoes/default.htm>.



Recovery

While local governments are implementing emergency response and initial recovery actions necessary to protect public health and safety, the OEM/EOC will work with State agencies to prepare for the deployment of resources necessary to facilitate recovery.

Operations staff in the OEM/EOC will contact their counterparts in affected local areas to identify needed and anticipated resources, staging areas, distribution sites, contact persons, and other requirements. Information gathered during this process should be forwarded to the SEOC as appropriate. Initial planning for recovery before the response phase ends.

Long-term recovery efforts focus on community redevelopment and restoring the economic and social viability of the disaster area(s). Long Term Recovery requires a substantial commitment of time and resources. Refer to Annex R of the State of Alaska Emergency Operations Plan for additional information on State and Federal assistance during recovery operations.

V. Organization and Assignment of Responsibilities

Local jurisdictions' EOCs and/or the on-scene IC will be responsible for executing all local responses to a volcanic eruption. If a local jurisdiction requires assistance or additional resources for its response, those requests must be coordinated with KPB OEM.

For volcanic eruption response activities (evacuation, sheltering, damage assessment, etc) involving unincorporated areas of the borough, and/or activities that require coordination between two or more local jurisdictions; the KPB OEM will be responsible for managing/coordination of those activities.

KPB OEM is responsible for:

1. Obtain information from National Weather Forecast Office/ Alaska Volcano Observatory / Alaska Division of Homeland Security and Emergency Management or other appropriate agencies.
2. Through the Public Information Officer (PIO), issue public notification and situation updates via Public Notification means as appropriate. The KPB PIO/JIC will be responsible for alert and warning procedures and will generate all public information and warning statements.
3. Identify areas at risk, determine areas where search and rescue, evacuation, sheltering, damage assessment may be required, and coordinate response activities, evacuation routes, and safety perimeters
4. Contact affected Fire /EMS service chiefs.
5. Coordinate with local and AST Search and Rescue operations for information and resource requests.



6. Develop evacuation and shelter plans (to be signed by Borough Mayor or designee). Include refusal/special needs/pet forms in evacuation orders and sheltering processes. (See Annexes 1,2,3,and 4)
7. Issue or communicate evacuation orders or recommendations using one or more alert and warning methods (EAS, AEN, door-to-door contact, mobile public address, sirens).Ensure shelters and evacuation marshalling centers are set up.
8. Coordinate with KPBSD on shelter plans and as appropriate, notify Red Cross to assist with shelter management.
9. Coordinate evacuation and sheltering of displaced persons with local governments or service areas and ensure pet shelters are set up as appropriate.
10. Coordinate to ensure that special needs populations receive evacuation assistance.
11. Notify hospitals and medical centers of injuries, fatalities.
12. Coordinate damage assessment plans, activities, and information.
13. Provide frequent public information and media announcements regarding evacuation routes/procedures, extent of evacuation, location of shelters, and other developments.
14. Conduct surveys to determine when/if evacuated areas are safe for re-entry and notify the public and media when it is safe to reenter evacuated areas.
15. Coordinate the repopulation of evacuated areas with local law enforcement and emergency services.

The responsibility for hazard identification and assessment for the active volcanoes of Alaska falls to the Alaska Volcano Observatory (AVO). AVO has the primary responsibility to monitor all of Alaska's potentially active volcanoes and to issue timely warnings of activity to authorities and the public. During episodes of volcanic unrest or eruption, AVO is also the agency for characterizing the immediate hazards and describing likely scenarios for an evolving volcanic crisis.

VI. Direction, Control, and Coordination

Preparedness, response and recovery activities related to volcanic eruptions are both a collective and an individual responsibility. Incorporated areas are responsible for response activities within their jurisdiction but should coordinate their actions with their neighboring communities as well as KPB. KPB OEM will coordinate activities between communities and efforts in the unincorporated portions of the borough to ensure an efficient use of resources and prioritize response/recovery activities.

KPB EOC will likely function as a Unified/Area Command during a response to a major volcanic eruption. Representatives from Borough Departments and liaison officers from responding organizations are needed in the EOC to ensure unity of effort, appropriate prioritization of effort and critical resources and an efficient flow of information between jurisdictions and agencies.

Alaska State Troopers are responsible for managing and coordinating evacuation procedures using the road system and will coordinate with other law enforcement and emergency management organizations. AST has primary responsibility for coordinating



off road/back country search and rescue and efforts involving more than one State agency. DPS AST will designate the State Search and Rescue Coordinator. In searches where there is no AST presence, the local police chief or the designated community official (within city/town limits) will become the IC. Where an Alaska State Trooper is on the scene, the senior AST officer will become the Incident Commander.

In searches established by competent authority where there is no law enforcement presence and the Civil Air Patrol (CAP) is executing their Federal role, the CAP will be the Incident Commander. This responsibility will pass to the first law enforcement officer on the scene. The CAP, when involved in SAR operations, shall designate one person to act as liaison officer for the aerial search and ground search. This liaison officer shall coordinate CAP activities with the Incident Commander. Every agency involved with the SAR shall designate one liaison officer to be responsible for that agency's resources. That officer will coordinate all activities with the Incident Commander.

Health clinic's and hospital's (both public and private facilities) requests for public health assistance is provided by DHSS but should be coordinated through the KPB EOC.

VII. Communication

Communication systems, procedures, and resources are defined in the Region E Tactical Interoperable Communication Plan (TICP). Some communications systems may be affected by damage done during the incident and workarounds will need to be coordinated with the Communication Unit Leader(s) assigned to the KPB IMT and the on-scene incident command. The Alaska Land Mobile Radio (ALMR) system provides the backbone for tactical communication among first responders in the KPB. ALMR talk groups available for use during incident response activities are listed in the TICP and will be assigned by dispatch personnel. Alaska Amateur Radio Emergency Service (ARES) and amateur radio operators offer resilient, flexible and survivable communication capabilities that may complement other tactical and operational communication systems. Other communications, command and control systems [Incident Action Plan (IAP), Homeland Security Information Network (HSIN), KPB mobile EOC unit] are also available for coordinating warning, response, and recovery efforts during a volcanic eruption emergency. For specific information on KPB Alert and Warning resources, processes, and systems see Section 4 of the KPB EOP.

Public information is to be issued through the KPB PIO, and if multiple agencies are involved in sheltering activities, through a Joint Information Center/Joint Information System (JIC/JIS) Approval of messages must be obtained from the IC/KPB Mayor. Public Notice of shelter availability may be made using: Rapid Notify (~~reverse 911~~), Emergency Alert System (EAS), and in the future, Commercial Mobile Alert System/ Wireless Emergency Alert (CMAS/WEA) for wireless comms, also, KPBSD can provide Twitter and Facebook. Phone trees to churches, NGO's, etc can be considered as well. Information on volcanic activity including wind/ashfall forecasts is available at <http://vaac.arh.noaa.gov/> and/or <http://www.avo.alaska.edu/>.



VIII. Administration, Finance, and Logistics

- A. Kenai Peninsula Borough is responsible for appropriate costs associated with emergency response actions and directives issued by the Kenai Peninsula Borough.
- B. All logistical needs associated with a KPB response to a volcanic event must be processed through the KPB OEM or EOC on a resource order form.
- C. Any agency initiating a volcanic event response or expending funds without approval of the KPB will not be reimbursed by KPB. Agencies needing to conduct immediate response actions due to life safety concerns shall contact KPB as soon as possible to coordinate response activities.
- D. Transportation (other than POVs) and earthmoving, street sweeping equipment is primarily owned by DOTPF or by businesses and must be contracted in order to provide the service. MOAs, MOUs, and retainers with these companies will facilitate the efficient procurement of their services and resources during an evacuation.
- E. State and Federal resources will likely be required during an area wide response to a volcanic event in the KPB. Pre-scripted resource requests to the SEOC will assist in the timely delivery of needed resources.
- F. Local resources will be committed before local governments request assistance from higher levels of government. However, it is expected that local resources will quickly be exhausted in response to a major volcanic eruption and resources from the Tri-Borough Agreement, the State of Alaska, and federal government will be required. Accurate record keeping and completion of resource requests is required for reimbursement of local expenditures.
- G. Heavy ashfall may result in area wide outages to the power grid and providers will likely require assistance from local, Borough, and State governments.
- H. Emergency response vehicles operating during periods of heavy ashfall will need to be serviced often to keep them running.
- I. Expect demand for quality of life resources (i.e. air filters for equipment, facilities and breathing) to be very high and supplies quickly depleted.
- J. KPB will assist communities affected by the incident by facilitating/ coordinating the recovery and disaster assistance processes.



I. Purpose

The Kenai Peninsula Borough (KPB) will respond in cooperation with appropriate agencies having jurisdiction to any dangerous intruder or active shooter incident that may occur within KPB owned or leased facilities. The KPB Incident Management Team (IMT) may be asked to support intruder or active shooter situations at locations other than KPB owned or leased facilities. This Annex addresses concepts for emergency management actions during the warning, response, and recovery phases. General in application, flexible during response and recovery, it provides the overall structure needed for operational planning and execution. This Annex must be used in conjunction with community and State plans and Standard Operating Guidelines. This annex may be placed into operation whenever the Mayor, Emergency Manager, or Incident Commander authorizes, and does not require a disaster declaration to be put into use. This Annex supplements the KPB 2020 Emergency Operations Plan which provides the overall guidance for emergency response activities by the borough.

II. Authority

Kenai Peninsula Borough is authorized by AS 26.20.060 and KPB Code of Ordinances Section 2.45.010, to plan for and respond to public emergencies and disasters affecting the Kenai Peninsula Borough. The Borough Mayor, Emergency Manager, or designee must authorize execution of this annex.

III. Situation and Assumptions

Situation

The KPB operates many public facilities throughout the jurisdiction that are generally accessible to the public to conduct business and government services. The types of facilities vary from standard office buildings and leaseholds to specialized facilities such as Fire Stations, Emergency Response Center, and Landfills/transfer sites.

- A. All KPB employees are vulnerable to situations that may include an armed intruder.
- B. KPB facilities often host contractors, the general public, elected and appointed officials, and other populations.
- C. Response to an armed intruder can significantly impact employees and others present, as well as critical operations and general government functions in both the short and long term.

Planning Assumptions



- A. The presence of an armed intruder typically will occur with little or no warning.
- B. Incidents may be limited to only a few minutes in duration or could last many hours depending on various factors.
- C. Law enforcement will be the primary command element during an incident response, but will include others with legal jurisdiction such as the Fire Department as well as the Borough Office of Emergency Management in a unified command structure.
- D. The Borough Risk Management department, in cooperation with all other departments will conduct periodic training and review of the Emergency Action Plan, which includes Active Shooter response information.
- E. Borough incident response will typically involve care of employees, assistance to law enforcement and fire departments during the response and investigation, processing resource requests, maintaining continuity of operations, and setting up a Disaster Help Center if needed. .

IV. Concept of Operations

- A. Each employee and frequent visitor to KPB facilities (e.g. contractors, elected officials) is responsible for being familiar with the emergency action plan for their facility and taking advantage of KPB training offered on emergency procedures.
- B. Each employee and household within the KPB is encouraged to develop a family emergency plan that includes sheltering with family or friends and maintaining enough supplies to last at least seven days for each family member and pet(s). This is important for IMT and other employees that may be called upon to perform response and recovery duties to ensure families are safe and have adequate supplies in their absence.
- C. Law Enforcement will be the initial agency for response and investigation of an incident. The KPB has the parallel responsibility for ensuring that all mission essential functions continue in order to maintain continuity of government.
- D. All agencies and personnel will operate under the Incident Command System (ICS).
- E. Release of information to the public will be conducted through a Joint Information Center (JIC) with authorization of the Unified Command required.



- F. Some supplies and response resources are available through KPB Office of Emergency Management (OEM).

IV. Organization and Assignment of Responsibilities

A. KPB OEM will:

1. Provide coordination and logistical assistance to law enforcement during the response and investigation of any intruder incident.
2. Provide a representative to participate in unified command.
3. Provide resources for use in public information activities if requested, such as a PIO, call center, or notification through the KPB Alerts system.
4. Coordinate the activation of department or Borough Continuity of Operations Plan (COOP) as appropriate.

B. Law Enforcement will:

1. Provide initial response to an armed intruder incident and establish initial Incident Command (IC). The IC will be from the agency having primary jurisdiction of the incident, such as a city police department or Alaska State Troopers (AST).
2. Establish a unified command as required to include other agencies with jurisdiction such as the KPB, Fire Department, or other law enforcement agencies.
3. Conduct criminal investigation and communicate to the KPB necessary resource requests, restrictions on entry, and other pertinent information.

C. Fire Departments will:

1. Respond with appropriate apparatus based on the dispatch information provided.
2. Stage response resources as directed by dispatch or command.
3. Dispatch a representative to the Incident Command Post (ICP) to participate in unified command.



4. Based on the situation and in coordination with command, utilize existing automatic and mutual aid agreements to order additional resources as needed.
- D. Soldotna Public Safety Communications Center (SPSCC), or another dispatch center if necessary, will:
1. Provide dispatching services to command and responding agencies.
 2. Coordinate communications as dictated by agency Standard Operating Procedures (SOP), SPSCC SOP, and the Detachment E Tactical Interoperable Communications Plan (TICP).

V. Direction, Control, and Coordination

Disaster Help Centers (DHC), commonly referred to as shelters, will be under the direction of DHC Managers who report to the Operations Section Chief of the Borough's Incident Management Team (IMT). Shelter Managers provide non-technical coordination for all ICS functional units operating within the shelter. Functional Units assigned to shelters will be directed by the IMT.

VI. Communication

Communication systems, procedures, and resources are defined in the Detachment E TICP. Some communications systems may be affected due to large demand on the system within a limited geographic area (e.g. use beyond capacity due to the type of incident) and workarounds will need to be coordinated with the Communication Unit Leader(s) assigned to the KPB IMT and the on-scene incident command. The Alaska Land Mobile Radio (ALMR) system provides the backbone for tactical communication among first responders in the KPB. ALMR talk groups available for use during incident response activities are listed in the TICP and will be assigned by dispatch personnel.

Public information is to be issued through the KPB PIO, and if multiple agencies are involved in sheltering activities, through a JIC/Joint Information System (JIS). Approval of messages must be obtained from the unified command.

Public notice of the incident or necessary public information such as lock-downs, road closures, etc. may be made using the KPB Alerts notification system, media releases, social media platforms, and the OEM virtual JIC website.

A communications plan for an armed intruder event will include several considerations and may need to be established quickly in the response phase by the SPSCC, or logistics section if staffed. Reference the Detachment E Tactical Interoperable Communications Plan and consult with the Soldotna Public Safety



Communications Center (SPSCC) to determine current communication status and assignments.

The plan should consist of the following components:

- Law Enforcement communication talk group(s), encrypted – generally assigned by the SPSCC
- Fire Department talk group(s) or frequencies. Consider consolidating all responding EMS agencies to one talk group in the 'E IC' lineup.
- Frequencies or talk group(s) for OEM operations, KPB departments, or other tactical communications.

When implementing the communications plan, consider keeping as many users and agencies off the ALMR system as possible to prevent overloading system capacity. Capacity issues can occur when too many users are in the same small geographic area, as the radios are all subscribed to the same physical site. Where possible, Tac channels should be used by all onsite agencies to avoid overload to the ALMR system.

VII. Administration, Finance, and Logistics

- A. KPB is responsible for appropriate costs associated with an incident on borough premises.
- B. All KPB logistical needs associated with an incident of this type should be processed through the KPB OEM or EOC on a 213 resource request form.
- C. The use of State and Federal resources may be required during response or recovery. During an emergency, all 213 resource requests must be processed by the Borough IMT Logistics section. If the resource request is generated in an unincorporated area or by a Borough department, the request will be sent directly to the EOC/IMT. If the resource request is made within one of the cities, the request should be sent to the City EOC. If the City EOC cannot fulfill the resource request, it is sent from the city to the Borough IMT. All State agencies or department should submit resource requests directly to the State EOC. Local resources will be committed before local governments request assistance from higher levels of government.
- D. KPB will assist communities affected by the incident by facilitating/ coordinating the recovery and disaster assistance processes.



I. Purpose

This annex provides guidance for the Kenai Peninsula Borough's (KPB) public information call center/hot line function. It addresses concepts for emergency management actions during the warning, response, and recovery phases. General in application, flexible during response and recovery, it provides the overall structure needed for operational planning and execution. This Annex must be used in conjunction with community and State plans and Standard Operating Guidelines. This annex may be placed into operation whenever a local or borough emergency or disaster occurs, regardless of type or cause. This Annex supplements the KPB Emergency Operations Plan (EOP) which provides the overall guidance for emergency response activities in the borough.

II. Authority

The KPB is authorized by AS 26.23.060 and KPB Code of Ordinances Section 2.45.010, to plan for and respond to public emergencies and disasters affecting the KPB. The Borough Mayor or designee must declare a local emergency or disaster to allow full activation of this plan. The Public Information Officer (PIO) works for and reports directly to the Incident Commander or designee.

III. Situation and Assumptions

Situation

Multiple incidents that occur, both small and large scale, generate significant public interest. The demand for public information begins as soon as the incident starts and will continue throughout all phases of response and recovery.

- A. All KPB residents are vulnerable to the effects of a disaster emergency.
- B. The area or amount of population affected by an emergency may not correspond to the amount of public interest in the situation or dictate the amount of information requests received.
- C. An incident that damages commercial communications may hamper the ability to answer incoming calls and call out volunteers to staff the center.

Planning Assumptions

- A. Response to an emergency will likely be required immediately and may provide little or no notice.



- B. Increased call volume to the Soldotna Public Safety Communications Center, OEM administrative office, and city dispatch centers will occur almost immediately after an incident is reported on traditional or social media sources.
- C. A minimum number of trained volunteers or Borough employees will be available to staff a call center within thirty minutes of a call.

IV. Concept of Operations

When faced with responding to a major earthquake [emergency event?] affecting the borough, local community and KPB officials will establish priorities. Priority issues of immediate concern may include, but will not be limited to:

- Securing the disaster area, ensure public safety and establishing communications with responders and communities;
- Assessing the unmet needs of those impacted by the disaster and taking steps to meet these needs;
- Identifying and mitigating hazards to public health, damage assessments, debris removal; and
- Repairing damages to essential public facilities and services and take steps to restore functions.

The call center protocol will occur in four phases

- Preparedness
- Initial Activation
- Response or Recovery by Operational Period
- Demobilization

The activities in these six phases can be expected to overlap and occur simultaneously. Integration of the planning, operations, and logistic efforts for each of these activities is key to successful response.

Preparedness

Planning and preparedness programs provide the foundation for effective response during a disaster/emergency. The preparedness phase will consist of periodic training and exercise prior to the activation. Providing training prior to an emergency incident is the key to having a diverse roster of knowledgeable volunteers to draw from. Given the short notice required in the initial activation phases, conducting as much basic training as possible will shorten time needed for the center to be functional following an incident.



Exercise can consist of setting up the center and ensuring that the phone system is working properly by generating test or simulated calls.

Initial Activation

The PIO will manage initial activation of the call center once ordered by the IC. Initial activation includes the physical set up of the space, coordinated with logistics. Public Information is responsible for calling out operators for report, preparing briefings and just in time training for the incident, and establishing operator schedules. OEM staff will complete the initial set up during regular business hours during “standby mode.”

Response or Recovery by Operational Period

This phase occurs during the response and recovery phases of the incident and is scaled based on volume and incident needs. Ongoing updates of information will be distributed to operators as the situation dictates. Scheduling and staffing are dependent on incident needs, and the use of resources can change based on needs assessment and IC approval.

Demobilization

When it is determined that the call center can terminate its function, demobilization will be authorized to the IC. During demobilization, the physical equipment is removed and expended supplies are re-ordered. Additionally, all documentation is completed and submitted to the planning section.

V. Organization and Assignment of Responsibilities

The call center is under the direct management of the Public Information Officer and overseen by the Incident Commander and/or the Emergency Management Director. The call center can be ordered as a resource for other jurisdictions and deployed with approval of OEM.

For incidents that require coordination between two or more local jurisdictions; the KPB OEM will be responsible for managing and coordinating those activities.

KPB OEM is responsible for:

1. Assigning a lead PIO to the incident.
2. Approving resource requests specific to the call center.



3. Providing logistical support for the call center either through an activated logistics section or OEM administrative staff.
4. Maintaining documentation through the Planning Section.

VI. Direction, Control, and Coordination

The KPB OEM is primarily responsible for activating the call center for incidents that it is managing, or multi-agency incidents in which the KPB has a legal responsibility or role. The primary objective of the call center is to ensure that normal KPB emergency services, primarily its 911 center, remain in normal operations and are not compromised due to incident specific traffic.

The decision to activate the call center is made by the Incident Commander, and overseen by the lead PIO. The lead PIO may assign any number of additional PIOs to manage call center operations for the duration of the incident, or in appropriate shifts. A qualified PIO will manage the center. In order to provide necessary supervision and oversight, the managing PIO will be present, in-person, or within close proximity to, call center workers to provide supervision and oversight.

The call center can be ordered as a resource by other jurisdictions and agencies. After the OEM director or IC approves mobilization for that use, a lead PIO will be assigned for supervision and management of the center. In contrast to a KPB incident, that PIO will not be responsible for information releases for the incident, but will solely disseminate information provided by the jurisdiction PIO.

VII. Communication

Communication systems, procedures, resources are defined in the Region E Tactical Interoperable Communication Plan (TICP). Some communications systems may be affected by damage done during an emergency KPB incident and workarounds will need to be coordinated with the Communication Unit Leader(s) assigned to the KPB Incident Management Team (IMT) and the on-scene incident command. Other communications, command and control systems Incident Action Plan (Web IAP), Homeland Security Information Network (HSIN), KPB mobile EOC unit] are also available for coordinating warning, response, and recovery efforts during response and recovery.

Public information is to be issued through the KPB PIO; if multiple agencies are involved in response activities, public information will be issued through a Joint Information Center/Joint Information System (JIC/JIS). Approval of messages must be obtained from the IC.



The communications equipment that runs the call center itself is based off the KPB phone system, and consists of VOIP (Voice Over Internet Protocol) phones that are pre-programmed for use. The center is typically located in the OEM office, but can be deployed to other locations. These locations require the proper connectivity and equipment to the KPB data network. Before deploying the call center in another location, logistics must consult with KPB IT to determine any technical requirements. Not all KPB owned or leased facilities may be able to support the call center.

VIII. Administration, Finance, and Logistics

The Kenai Peninsula Borough is responsible for appropriate costs associated with emergency response actions and directives issued by the Kenai Peninsula Borough.

- A. All logistical needs associated with a KPB response to an emergency incident must be processed through the KPB OEM or EOC on a resource order form. Resources will deploy in a phased, prioritized schedule in coordination with the affected local jurisdiction(s) and the Incident Command Structure.
- B. Any agency initiating an event response or expending funds without approval of the KPB will not be reimbursed by KPB. Agencies needing to conduct immediate response actions due to life safety concerns shall contact KPB as soon as possible to coordinate response activities.



I. Purpose

This Annex provides guidance for the Kenai Peninsula Borough's (KPB) immediate response and initial actions to a flooding event in an alluvial fan area, primarily occurring on the eastern peninsula in and surrounding the city of Seward, Alaska. It addresses concepts for emergency management actions during the warning, response, and recovery phases. General in application, and flexible during response and recovery, it provides the overall structure needed for operational planning and execution. This annex must be used in conjunction with community and State plans and Standard Operating Guidelines. This Annex may be placed into operation whenever a local or borough declared emergency or disaster occurs. This Annex supplements the KPB Emergency Operations Plan (EOP) which provides the overall guidance for emergency response activities in the borough.

II. Authority

The KPB is authorized by AS 26.20.060 and KPB Code of Ordinances Section 2.45.010, to plan for and respond to public emergencies and disasters affecting the KPB. The Borough Mayor or designee must declare a local emergency or disaster to allow full activation of this plan.

III. Situation and Assumptions

Situation

Nationwide and within the State of Alaska flooding is considered to be the most common natural disaster. The Kenai Peninsula Borough is at risk for many different types of floods including riverine, groundwater, ice jam, flash floods, and coastal storm surge. In addition to this type of flooding, the eastern Kenai Peninsula is subject to Alluvial Fan Floods.

Alluvial fans are areas of eroded rock and soil deposited by rivers. When various forms of debris fill an existing river channel on an alluvial fan, the river shifts to cut a new channel. Fast moving, debris filled water can cause erosion and flooding over large areas. Alluvial fan flooding in the Resurrection River, Lowell, Spruce, Box Canyon, Japanese Creek, Fourth of July and Salmon Creek drainages results in nearly annual road closures, as well as damage to property and infrastructure in the Seward area.

Other eastern Peninsula alluvial streams that regularly damage road and railroad infrastructure include the Snow River, Trail Creek, Trail River, Victor Creek, Falls Creek and Ptarmigan Creek.



- A. A majority of KPB residents in the eastern peninsula are vulnerable to the effects of alluvial fan flooding.
- B. Transportation, public utilities, communications, and commerce are all likely to be effected during a flood event.
- C. Flood events may cause localized evacuations notices. The impact of flooding on transportation could complicate the evacuation process for KPB residents.
- D. The response to alluvial fan flooding is dramatically different than a response to riverine or coastal flooding situations.

Planning Assumptions

- A. Flooding activity may begin gradually, or in some cases, can occur with little warning. In general, flooding will follow a period of heavy precipitation and can be predicted by the Alaska Pacific River Forecast Center.
- B. Flooding generally impacts roads and bridges severely, this may cause the appropriate authority to close these routes for safety of the public. Alternate roadways may not be available especially within neighborhoods and subdivisions.
- C. Inundation in these types of flood events typically ramps up to its peak and then diminishes, however ice pack, runoff, and other dynamic processes could prolong an event under the right circumstances.
- D. Response to this event may require search and rescue activities, evacuation actions, and sheltering operations to work in concert.
- E. Sheltering-in-place may be more appropriate than evacuation in some situations.
- F. Alluvial fan flooding in the unincorporated Borough will also affect the City of Seward to a similar magnitude. Both parties will require similar resources.
- G. Heavy equipment, personnel, and other resources required for the response to these events will have limited availability in the immediate area.
- H. Response activities using non-Borough owned assets will require coordination with the owning entity and possibly the State Emergency Operations Center (SEOC) (Dept. of Transportation and Public Facilities (DOTPF), debris removal equipment, earthmoving equipment). Pre-coordinated agreements with these resource owners will improve the speed and efficiency of a flood response in the borough.



IV. Concept of Operations

When faced with response to a flood affecting the KPB, local community and Borough officials will establish priorities. Priority issues of immediate concern may include, but will not be limited to:

- Secure the area, ensure public safety by making decisions to close roads and/or redirect traffic;
- Perform any response activity to minimize the impact of the event such as removal of bed load, building of defensive structures, or redirecting meandering stream channels;
- Identify and mitigate hazards to public health, perform damage assessments, effect debris removal; and
- Repair damages to essential public facilities and services and take steps to restore lost functions.

KPB response earthquake will occur in four phases:

- Preparedness
- Warning
- Response
- Recovery

The activities in these four phases can be expected to overlap and occur simultaneously. Integration of the planning, operations, and logistic efforts for each of these activities is key to a successful response.

Preparedness

Planning and preparedness programs provide the foundation for effective response during a disaster/emergency. Training and exercises, community preparedness programs such as Community Emergency Response Teams (CERT) and Local Emergency

Planning Committee (LEPC), and active improvement planning programs all contribute to a successful response and recovery from all types of emergencies and disasters. Family disaster plans and disaster kits help families be self-sufficient for 7 days and longer.

Hazard mitigation is the effort to reduce loss of life and property by lessening the impact of disasters. The KPB and other partners plan to identify risks and vulnerabilities, and develop long-term strategies for protecting people and property from future hazard events.



The Seward-Bear Creek Flood Service Area was established for the purpose of providing flood protection, planning, and mitigation services as well as developing, implementing, and updating plans for the provision of such services, subject to the approval of the Kenai Peninsula Borough Assembly. The service area is primarily responsible for mitigation and preparedness within their jurisdiction, and provides historical information and technical expertise during this phase.

Warning

Warning is generally provided as weather and stream conditions combine to create conditions that may generate floods. The National Weather Service Anchorage Weather Forecast Office (WFO) can provide modeling of storm systems and provide information as to current and expected weather conditions, along with timelines. The WFO provides warning to the KPB Office of Emergency Management (OEM) of potential weather through a variety of means, which are then disseminated by the OEM to agencies and partners. This service generally provides sufficient warning time to begin mobilizing resources for a potential event.

In concert with weather information, the Alaska Pacific River Forecast Center is based out of the Anchorage WFO and can provide river and stream forecasting based on weather models and stream gauges, and provides the same type of warning services. Gauges in this area are located on Trail River, Snow River, Grouse Lake, Exit Glacier Creek, Resurrection River, and Salmon Creek.

The KPB may choose to begin assessing availability of, hiring, and staging resources during the warning stage depending on the prediction. Additionally, the warning phase is the ideal period to obtain authorizations and regulatory approval for work during the response phase. It is always advisable to activate the plan too early rather than too late. It is always easier to scale back a response than to ramp one up.

Response

The response to a flood event typically includes the protection of public infrastructure and the public health and welfare. The operations section chief will formulate tactics to accomplish the objectives set by the incident commander. Examples of tactics include:

- a) Remove bed load in streams and rivers, utilizing heavy equipment to move large amounts of gravel and debris.
- b) Temporarily stockpile removed material until the recovery phase.
- c) Close or detour roads that require repair or are unsafe.
- d) Work with utility companies and other stakeholders that may have infrastructure at risk within the same area



- e) If evacuations are recommended, provide mass care and sheltering (see Annexes two through four).
- f) Provide public information on the incident, and work with partner agencies on messaging related to each area.

Recovery

The recovery phase of the incident consists of many actions that achieve the primary objective of restoring services and the situation in a pre-disaster state. Examples of recovery components include:

- a) Performing a preliminary damage assessment
- b) Conducting repairs of damaged infrastructure
- c) Continuing public messaging, particularly regarding public health issues, assistance programs, and other status updates
- d) Performing debris management and removal activities

In the event of a disaster, an initial assessment of the overall damage to public and private property is necessary. The initial damage assessment, conducted during the early stages of the recovery effort, is essential to determine the allocation of State and local government resources to the disaster area. Damage assessment is a fundamental responsibility of local government and should be performed at the local level as soon as the situation permits. Damage assessment will help determine if the damage warrants a State emergency declaration. A timely and accurate assessment will help prioritize response efforts in larger events or if multiple jurisdictions have been affected.

Long-term recovery efforts focus on community redevelopment and restoring the economic and social viability of the disaster area(s). Long Term Recovery requires a substantial commitment of time and resources. Refer to Annex R of the State of Alaska Emergency Operations Plan for additional information on State and Federal assistance during recovery operations.

V. Organization and Assignment of Responsibilities

Local jurisdictions' Emergency Operations Centers (EOC) and/or the on-scene Incident Commander (IC) will be responsible for executing all local responses to a flood. If a local jurisdiction requires assistance or additional resources for its response, those requests must be coordinated with KPB OEM.

For response activities involving unincorporated areas of the borough, and/or activities that require coordination between two or more local jurisdictions; the KPB OEM will be responsible for managing/coordination of those activities.



KPB OEM is responsible for:

1. Obtain information from National Weather Forecast Office, Alaska Division of Homeland Security and Emergency Management or other appropriate agencies.
2. Through the Public Information Officer (PIO), issue public notification and situation updates via Public Notification means as appropriate. The KPB PIO/ Joint Information Center (JIC) will be responsible for alert and warning procedures and will generate all public information and warning statements.
3. Identify areas at risk, determine areas where response, evacuation, sheltering, damage assessment may be required, and coordinate response activities, evacuation routes, and safety perimeters
4. Contact affected Fire/EMS chiefs.
5. Develop evacuation and shelter plans (to be signed by Borough Mayor or designee). Include refusal/special needs/pet forms in evacuation orders and sheltering processes. (See Annexes 1, 2 ,3 and 4)
6. Issue or communicate evacuation orders or recommendations using one or more alert and warning methods (EAS, Rapid Notify, door-to-door contact, mobile public address, and sirens). Ensure shelters and evacuation marshaling centers are set up.
7. If appropriate, assist evacuation efforts by coordinating alternative evacuation transportation (railroad, watercraft, aircraft, etc.) with resource owners and the SEOC.
8. Coordinate with the Kenai Peninsula Borough School District (KPBSD) on shelter plans and as appropriate, notify Red Cross to assist with shelter management.
9. Coordinate evacuation and sheltering of displaced persons with local governments or service areas and ensure pet shelters are set up as appropriate.
10. Coordinate to ensure that special needs populations receive evacuation assistance.
11. Coordinate damage assessment plans, activities, and information.



12. Provide frequent public information and media announcements regarding evacuation routes/procedures, extent of evacuation, location of shelters, and other developments.
13. Conduct surveys to determine when/if evacuated areas are safe for re-entry and notify the public and media when it is safe to reenter evacuated areas.
14. Coordinate the repopulation of evacuated areas with local law enforcement and emergency services.

VI. Direction, Control, and Coordination

Preparedness, response and recovery activities related to flooding is both a collective and an individual responsibility. Incorporated areas are responsible for flood response activities within their jurisdiction but should coordinate their actions with their neighboring communities as well as KPB. KPB OEM will coordinate activities between communities and efforts in the unincorporated portions of the borough to ensure an efficient use of resources and prioritize response/recovery activities.

Health clinics and hospitals (both public and private facilities) requests for public health assistance is provided by DHSS but should be coordinated through the KPB EOC.

VII. Communication

Communication systems, procedures, and resources are defined in the Region E Tactical Interoperable Communication Plan (TICP). Some communications systems may be affected by damage done during the incident and workarounds will need to be coordinated with the Communication Unit Leader(s) assigned to the KPB Incident Management Team (IMT) and the on-scene incident command. The Alaska Land Mobile Radio (ALMR) system provides the backbone for tactical communication among first responders in the KPB. ALMR talk groups available for use during incident response activities are listed in the TICP and will be assigned by dispatch personnel. Alaska Amateur Radio Emergency Service (ARES) and amateur radio operators offer resilient, flexible and survivable communication capabilities that may complement other tactical and operational communication systems. Other communications, command and control systems [Incident Action Plan (IAP), KPB mobile EOC unit] are also available for coordinating warning, response, and recovery efforts during an earthquake response and recovery.

Public information is to be issued through the KPB PIO, and if multiple agencies are involved in response activities, through a Joint Information Center/Joint Information System (JIC/JIS). Approval of messages must be obtained from the IC.



Public Notice of evacuation and shelter availability may be made using: Rapid Notify, Emergency Alert System (EAS), Commercial Mobile Alert System / Wireless Emergency Alert (CMAS/WEA) for wireless devices, and social media systems. Phone trees to churches, NGOs etc. can be considered as well.

VIII. Administration, Finance, and Logistics

Kenai Peninsula Borough is responsible for appropriate costs associated with emergency response actions and directives issued by the Kenai Peninsula Borough.

- A. All logistical needs associated with a KPB response to an alluvial flooding event must be processed through the KPB OEM or EOC on a resource order form or the electronic equivalent. Resources will deploy in a phased, prioritized schedule in coordination with the affected local jurisdiction(s) and the Incident Command Structure.
- B. Any agency initiating a flooding event response or expending funds without approval of the KPB will not be reimbursed by KPB. Agencies needing to conduct immediate response actions due to life safety concerns shall contact KPB as soon as possible to coordinate response activities.
- C. Transportation (other than Privately Owned Vehicles) and earthmoving equipment is primarily owned by DOTPF or by privately owned companies and must be contracted in order to provide the service. Memorandum of Agreements (MOA), Memorandum of Understanding (MOU), and retainers with these companies will facilitate the efficient procurement of their services and resources during an evacuation.
- D. Pre-scripted resource requests to the SEOC will assist in the timely delivery of needed resources.
- E. Local resources will be committed before local governments request assistance from higher levels of government.
- F. KPB will assist communities affected by the incident by facilitating/ coordinating the recovery and disaster assistance processes.



I. Purpose

This annex provides guidance for the Kenai Peninsula Borough's (KPB) joint information system as coordinated through multiple agencies and disciplines. It addresses concepts for shared, public communications or the collaborative distribution of individual agency messaging during the warning, response and recovery phases.

General in application, flexible for emergency response and recovery as well as for non-emergency events, this annex provides the overall structure needed for operational planning and execution. This annex should be used in conjunction with the Call Center Operations Annex 10. This annex supplements the KPB Emergency Operations Plan (EOP) which provides the overall guidance for emergency response activities in the borough.

II. Authority

The KPB is authorized by AS 26.23.060 and KPB Code of Ordinances Section 2.45.010, to plan for and respond to public emergencies and disasters affecting the KPB. The KPB Office of Emergency Management (OEM) may activate a joint information center (JIC) or OEM may assist the lead agency to activate a JIC upon request.

The lead agency should cite this annex when defining a Delegation of Authority (DoA). The DoA will describe the coordination expected between the incoming incident management team and the activated JIC as well as the JIC manager's authorization and expectations as related to the incident.

III. Situation and Assumptions

Situation

Coordinating agencies will collocate in the Joint Information Center (JIC) to ensure the distribution of accurate information, to minimize duplication and to maximize resources. Agencies will assign staff(s) to the JIC, giving them authority to represent or speak for their agency. The JIC will function by way of the established Joint Information System (JIS).



The coordination of the JIS may begin when any of the following occur:

- A. the anticipation of a known event, or in response to an escalating incident;
- B. multiple agencies are involved regardless of timeframe or expected duration of incident type/kind;
- C. the demand for information surpasses the capability of the affected organization;
or
- D. there is a significant impact on public safety.

The lead agency may request that the JIC be colocated with the call center. The OEM call center will always be operated in conjunction with some level of JIS operations (see Annex 10). The JIS may include the use of the “virtual joint information center,” allowing participating agencies or authorized subject matter experts to post official messaging onto an online blog during response. Virtual joint information is posted onto the OEM blog address - www.kpboem.com (described below).

Planning Assumptions

Planning and preparedness provide the foundation for an effective JIS. Training and exercise opportunities should be provided the collaborating agencies. These agencies are referred to as “JIS members” that often work together during multi-agency response, i.e. local municipalities, state and federal government agencies as well as non-government agencies that include but are not limited to first responders, foresters, health and social services, utilities, Tribal entities, etc.

The KPB OEM will invite JIS members to review JIS/JIC protocols and lessons learned through an annual meeting. For new agency members, JIS/JIC training will be provided as an individual venue or presented at formal meetings such as the Local Emergency Planning Committee or All Lands All Hands Interagency Group. (See addendum: “Just-in-Time Training.”)



IV. Concept of Operations

The JIS allows for a virtual and a collocated JIC that is scalable or expandable.

Preparedness

A JIS member may set up an initial teleconference, inviting agency public information officers or representatives to discuss the potential need to activate the JIS. This teleconference does not officially launch the JIC, nor does it have to be initiated by the lead agency. The initial teleconference may serve as situational awareness and agency preparedness in the event that the JIS members are asked to participate in the JIC.

Initial Activation

JIS members may choose to post updates onto the OEM blog during ramp up and prior to the JIC activation. (The roll of a virtual JIC is described below).

For incidents that require coordination between two or more local jurisdictions, the lead agency will be responsible for managing and coordinating the JIC. However, the lead agency may launch the JIC or request that OEM launch the JIC. The lead agency will assign a JIC manager or OEM will assign a JIC manager when tasked with launching the JIC. The JIC manager will collaborate with the Incident Commander to determine the public information plan, oversee JIC operations and staffing needs.

Operational Expectations

The JIC is scalable to increase or decrease operations based upon incident needs, impacts to the community, and remaining threats to public safety. The JIC manager will ensure JIS functionality during the incident response and recovery phases. The manager will create the scheduling and staffing needs for the JIC with agencies' representatives and subject matter experts as needed.

Each participating JIS member will be responsible for designating a representative and alternate(s) staff to ensure constant agency representation during JIC operations. The attending staff are referred to as JIC staff, and will be managed by the JIC manager using the established JIS functions as approved by the IC or lead agency. JIC staff will be



responsible for bringing additional equipment beyond the basics that will support them for at least 48 hours, i.e. Go Kit.

The JIC staff will be assigned duties such as developing shared key messages, talking points, daily summaries or incident-related stories for public distribution. Some duties include, but are not limited to:

- Update incoming JIS staff using the “Just-n-Time” methodology.
- Develop or update key messages.
- Develop the daily JIC summary that includes abridged details of operations, road closures, weather/air quality, public health notifications, etc. Each JIS member will be expected to contribute to the daily summary and to distribute the daily summary by predetermined deadlines.
- Maintain the VJIC blog (www.kpboem.com) and monitor social media.
- Correspond with and gathering information from section chiefs or unit leaders as needed.
- Attend briefings to confirm the latest developments or upcoming operations that may affect JIC messaging.
- Answer public inquiries via the call center, email or through social media platforms.
- Distribute JIC products via JIS-established methods as well as individual agency distribution protocols, ensuring maximum distribution of information. JIS staff will be responsible for maintaining their agency’s key contact lists and emailing any JIC products to those lists.
- Provide alternate staff representation through VJIC capabilities when agencies cannot physically participate at the collocated JIC.
- Provide written feedback prior to leaving the JIC. The JIC manager will present staff feedback during the after action review process (AAR).

The JIC Manager is responsible for resolving all collaborative JIC products that may be conflicting; which in turn, the lead agency, or designee, will proof the daily summary prior to release. NOTE: The JIS operational functions do not preclude individual agencies from sending their own communications. The JIC manager/staff are not responsible for developing an individual agency’s messaging or representing the participating agency(ies). The JIC is responsible for the distribution of the agencies’ official messaging.



Virtual Joint Information Center Protocols

Social media products are an important part of the Borough's joint information system. When JIS members collocate in a JIC, the virtual joint information center (VJIC) protocols must be established by the JIC manager to ensure consistency and accuracy. The VJIC is a high functioning resource, which supports the JIS from the initial JIC set-up to demobilization. The following exceptions complement the VJIC:

Incorporating the interagency blog as part of the VJIC is a standard operational procedure. Participating JIS members will receive access and have authorization to post official messaging onto the blog (www.kpboem.com). JIS members will be listed alphabetically on the blog.

- Agencies may use their own logo/letterhead when posting their information releases posted onto the blog.
- JIS members are encouraged to post onto their agency's social media and shared social media platforms, hence leveraging information being released.
- Any JIS member may post verified information from outside sources.
- The use of integrated social media tools supersedes individual agency limitations on posting information.
- All JIS members will be asked to include the www.kpboem.com link onto their agency website. Individual agency promotion of the JIC and VJIC operations is encouraged, but not required.

Demobilization

The JIC manager and staff will make the collaborative decision when considering the reduction of information, the glide path for demobilization and the transition to VJIC operations only. The JIC manager will make recommendations regarding individual JIC staff participation when their agency's involvement is not physically possible, may lessen, is no longer needed. The lead agency or the DoA signers will have final approval to terminate the JIC and VJIC.

During demobilization, the physical equipment is removed and expended supplies are re-ordered. The transition plan and closure announcements are scheduled for public release. Additionally, all documentation is completed and submitted to the planning section. The JIC Manager will be responsible for compiling a documentation package to



be distributed to all participating agencies. The lead agency will be the keeper of this documentation.

After Action Review Protocol

The JIC manager is required to coordinate and conduct an After Action Review (AAR) of JIC operations as well as the JIS functionality. The JIC/JIS AAR Checklist includes a review of JIC staff participation and feedback from individual agencies. The final JIC/JIS AAR is given to lead agency as part of the incident AAR (see JIC AAR Checklist).

Recommended AAR actions:

- All participating agencies are present for the final AAR within thirty days after incident.
- Non-JIS members may attend by invitation only.
- Lessons learned will be shared electronically and maintained as a separate document.
- The JIS Annex may be revised based on lessons learned.
-

V. Organization and Assignment of Responsibilities

The JIC is under the direct management of a qualified Public Information Officer (JIC manager) and overseen by the Incident Commander and/or the lead agency. The JIC manager should be chosen based upon his/her expertise, experience, qualifications, and ability to manage a JIC and selected for the position based upon experience specific to the type of incident. (See addendum “JIC Manager Role & Checklists.”)

The JIS shall encourage flexibility, allowing the JIC manager to work with participating agencies to determine the JIC structure and work flow. JIC operations will include the use of standardized ICS forms; the Daily Unit Log (ICS-214) and the General Message (ICS 213) forms will be used at a minimum.



VI. Direction, Control and Coordination

The JIC manager will coordinate the JIS functionality based upon JIS member participation and the involvement of subject matter experts (SMEs). As incident needs escalate or change, SMEs may be invited to participate in JIC and VJIC operations. The JIS manager and staff will evaluate SME expectations and level of involvement. The lead agency or IC will approve SME recommendations.

The JIC manager can be changed if any one of these assumptions is true: (1) there is a contingency plan to have a deputy JIC manager; or (2) there can be a 24-hour transitional overlap between the outgoing and the incoming managers.

The IC or lead agency, in conjunction with input from coordinating agencies, may replace the JIC manager, if necessary.

VII. Communication

At a minimum, all JIC staff will use basic PIO communication protocols. JIS staff or SMEs that have not had formal PIO training should reference the KPB Emergency Operations Center Guide, pg 8-10.¹ The use of these minimum protocols enhances internal and external communications as well as ICS expectations.

Communication and connectivity with the Soldotna Public Safety Communications Center and the lead agency's dispatch unit is priority. Hard/cellular lines, hard/software needs, radio or network functionality must be determined prior to deploying the JIC; therefore, logistics must determine any technical requirements. Not all borough-owned or leased facilities may be able to support JIC communication needs.

Communications for Post Response or Educational Awareness

Social media tools by agency provide an excellent platform to distribute post response and recovery messaging as well as provide year-round educational awareness of the borough-wide, JIS collaboration outside of an incident. Proactive messaging by individual JIC members may emphasize topics such as:

¹ Some examples of formal training courses include: National Wildfire Coordination Group NWCG-PIO S203 Basic PIO or Federal Emergency Management Agency FEMA-IS29 PIO Basic Awareness or FEMA-G290 Basic PIO.



- Dedicated web, subpage or tab for incident specific safety and prevention information during recovery phases.
- Safety or prevention messaging, i.e. burn restrictions, flood awareness or expected utility outages.
- Promotion and periodical reminders of agency's involvement as a JIS member and how it benefits the public during area-wide response.

Recommendations:

- Incident anniversary information will be initially approved and distributed by the most affected or lead agency. The release of anniversary information should be coordinated among JIS members that supported the response or recovery phases.
- An explanation should be provided when the VJIC blog or individual SM tools are dormant. The www.kpboem.com blog dormant notification states:

"This blog is maintained as an effort to coordinate and collocate responding agencies' information for easier public access during events on the Kenai Peninsula. The information here is written and provided by the contributing agencies. NOTE: The blog will be updated as the need arises and may be dormant at times."

VIII. Administration, Logistics and Finance

This annex recognizes that emergency response is dynamic and changes rapidly; however, the importance of establishing administrative practices as soon as possible will enhance consistency. The JIC manager and staff should use inclusive, joint identification platforms from social media to documentation. Examples may include:

- A JIC logo consisting of JIS members listed by alphabetical order.
- Blog post formatting - naming and timestamp conventions.
- Public and media correspondence via phone, email or social media correspondence.

The primary location for a collocated JIC will be at the OEM Emergency Operations Center. Borough facilities identified as secondary locations, i.e. an OEM mobile command vehicle or the Donald E. Gilman River Center, will have the needed equipment and technical capacity (or be able to obtain it within 2-4 hours when requested by lead agency). JIS members should have an inventory of places that can serve as primary and secondary locations.



The Kenai Peninsula Borough is responsible for appropriate costs associated with emergency response actions and directives issued by the Kenai Peninsula Borough.

- A. KPB personnel will track time and effort on timesheets with an assigned finance code issued by the finance section.
- B. All logistical needs associated with a KPB response must be processed through the KPB OEM on a resource order form.
- C. Any agency initiating an event response or expending funds without approval of the KPB will not be reimbursed by KPB.
- D. Agencies participating in the JIC or VJIC operations will be responsible for all costs associated with their agency representatives or staff involvement. The tracking of time and effort specific to said involvement is highly recommended in the event that response or recovery costs may be eligible for reimbursement through state or federal disaster declarations.
- E. The lead agency does not need approval to activate a JIC. However, KPB must approve any OEM-supported activation of a JIC and the expended funds needed to deploy a JIC on behalf of a lead agency request.
- F. When a Delegation of Authority is executed by the lead agency, Incident Management Team's level of participation in the JIC/VJIC and financial commitment as it relates to the incident needs will be defined. This annex does not preclude the DoA expectations, guidelines or restrictions.



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

July 15, 2020

Kenai Peninsula Borough
Attn: Johni Blankenship
VIA Email: jblankenship@kpb.us
CC: micheleturner@kpb.us
tshassetz@kpb.us
sness@kpb.us
dhenry@kpb.us

License Number:	23810
License Type:	Retail Marijuana Store
Licensee:	FAT TOPS, LLC.
Doing Business As:	FAT TOPS, LLC.
Physical Address:	35975 Kenai Spur Hwy. Soldotna, AK 99669
Designated Licensee:	Dave Parker
Phone Number:	907-953-2470
Email Address:	daveparker907@gmail.com

☒ 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 August 19-20, 2020 meeting.

Sincerely,



Glen Klinkhart, Interim Director
amco.localgovernmentonly@alaska.gov

Department of Commerce, Community, and Economic
Development
**CORPORATIONS, BUSINESS &
PROFESSIONAL LICENSING**

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database
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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	FAT TOPS, LLC.

Entity Type: Limited Liability Company

Entity #: 10041733

Status: Good Standing

AK Formed Date: 9/30/2016

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2022

Entity Mailing Address: PO BOX 1462, STERLING, AK 99672

Entity Physical Address: 36380 MURRAY LANE, SOLDOTNA, AK 99669

Registered Agent

Agent Name: David Parker

Registered Mailing Address: PO BOX 1462, STERLING, AK 99672

Registered Physical Address: 29008 WHALE OF A TAIL AVENUE, STERLING, AK 99672

Officials

AK Entity #	Name	Titles	Owned
	David Parker	Manager, Member	100.00

☐ Show Former

Filed Documents

Date Filed	Type	Filing	Certificate
9/30/2016	Creation Filing	Click to View	Click to View
9/30/2016	Initial Report	Click to View	
4/12/2018	Biennial Report	Click to View	
12/31/2019	Biennial Report	Click to View	

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THE STATE
of
ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: Corporations.Alaska.gov

Limited Liability Company 2018 Biennial Report

For the period ending December 31, 2017

- This report is due on January 02, 2018
- \$100.00 if postmarked before February 02, 2018
- \$137.50 if postmarked on or after February 02, 2018

Entity Name: FAT TOPS, LLC.
Entity Number: 10041733
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent

Name: David Parker
Physical Address: 29008 WHALE OF A TAIL
AVENUE, STERLING, AK 99672
Mailing Address: PO BOX 1462, STERLING, AK
99672

Entity Physical Address: 36380 MURRAY LANE, SOLDOTNA, AK 99669

Entity Mailing Address: PO BOX 1462, STERLING, AK 99672

Please include all officials. Check all titles that apply. Must use titles provided. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

Name	Address	% Owned	Titles
David Parker	PO BOX 1462, STERLING, AK 99672	100	Manager, Member

Purpose: Any lawful purpose.

NAICS Code: 111999 - ALL OTHER MISCELLANEOUS CROP FARMING

New NAICS Code (optional):

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: David Parker

Entity #: 10041733

Page 1 of 1

AMCO Received 1/17/2020

AK Entity #: 10041733
Date Filed: 09/30/2016
State of Alaska, DCCED

FOR DIVISION USE ONLY



THE STATE
of
ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: Corporations.Alaska.gov

Articles of Organization

Domestic Limited Liability Company

Web-9/30/2016 6:18:21 PM

1 - Entity Name

Legal Name: FAT TOPS, LLC.

2 - Purpose

Any lawful purpose.

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: David Parker
Mailing Address: PO Box 1462, Sterling, AK 99672
Physical Address: 29008 Whale of a Tail Avenue, Sterling, AK 99672

5 - Entity Addresses

Mailing Address: PO Box 1462, Sterling, AK 99672
Physical Address: 36380 Murray Lane, Soldotna, AK 99669

6 - Management

The limited liability company is managed by a manager.

Page 1 of 2

AMCO Received 1/17/2020

7 - Officials

Name	Address	% Owned	Titles
David Parker			Organizer

Name of person completing this online application

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Lance Wells, Atty.

Page 2 of 2

AMCO Received 1/17/2020

OPERATING AGREEMENT OF FAT TOPS, LLC.

This Operating Agreement (this "Agreement" or "Operating Agreement") is made and entered into effective as of September 30, 2016 by and between the Class "A" Members and Class "B" Members of Fat Tops, LLC.

RECITALS

A. Fat Tops, LLC, a limited liability company (the "Company"), was formed effective September 30, 2016 for the purposes of transacting any or all lawful business for which a limited liability company may be organized under the laws of the State of Alaska.

B. David Parker is the sole Member of the Company as of date of this Agreement.

C. The Company shall be managed by its manager to be elected by the LLC's member(s).

ARTICLE I ORGANIZATIONAL MATTERS

1.1 **Formation.** The Company has been formed as a limited liability company pursuant to the provisions of the Act (as hereinafter defined). The rights and obligations of the Members and the affairs of the Company shall be governed--first by the Mandatory Provisions of the Act; second, by the Company's Articles of Organization; third, by this Agreement; and fourth, by the Optional Provisions of the Act. In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence.

1.2 **Name.** The name of the Company shall be "Fat Tops, LLC."

1.3 **Principal Office.** The initial principal office of the Company shall be located at 36380 Murray Lane Soldotna, AK. 99669. The corporate mailing address is Fat Tops, LLC, HC 60, PO Box 1462 Sterling, AK. 99672. The Company may change its principal office from time to time by action of the Members. The name and address of the Company's initial registered agent is David Parker PO Box 1462 Sterling, AK. 99672. The Company may change its registered agent and/or the address of its registered office from time to time by action of the Members. The Company

FAT TOPS, LLC: Operating Agreement 1

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may also maintain offices at such other places or places as the Member(s) deem advisable.

1.4 Term. The Company shall commence upon the filing for record of the Company's Articles of Incorporation with the Office of the Secretary of State of Alaska, and shall continue indefinitely, unless sooner terminated as herein provided.

ARTICLE II DEFINITIONS

2.1 Definitions. A capitalized term used in this Agreement and not otherwise defined herein shall have the meaning, if any, assigned to the capitalized term in this Article II.

2.1.1 Act. The term "Act" means the Alaska Limited Liability Company Act, AS 10.50, as amended from time to time and any successor statute.

2.1.2 Additional Capital Contributions. The term "Additional Capital Contributions" has the meaning assigned to that term in Section 3.2.

2.1.3 Adjusted Capital Account. The term "Adjusted Capital Account" means, with respect to any Member at any time, such Member's Capital Account at such time (i) increased by the sum of (a) the amount of such Member's share of partnership minimum gain (as defined in Regulations Section 1.704-2(g)(1)); (b) the amount of such Member's share of the minimum gain attributable to a partner nonrecourse debt; (c) the amount of the deficit balance in such Member's Capital Account while such Member is obligated to restore, if any; and (ii) decreased by reasonably-expected adjustments, allocations, and distributions described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

2.1.4 Affiliate. The term "Affiliate" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person. As used in this Section 2.1.4, the term "control" means either (a) the possession, directly or indirectly, of the power to direct or to cause the direction of the management of the affairs of a Person or the conduct of the business of a Person; or (b) the holding of a direct or indirect equity or voting interest of fifty percent or more in the Person.

FAT TOPS, LLC: Operating Agreement 2

2.1.5 Articles. The term "Articles" means the Articles of Organization of Fat Tops, LLC filed with the Secretary of State of Alaska on September 30, 2016, as amended from time to time.

2.1.6 Assignee. The term "Assignee" means a Person to whom a Membership Interest has been assigned or transferred in accordance with this Agreement, but who has not become a Substitute Member.

2.1.7 Capital Account. The term "Capital Account" means the account established on the books of the Company pursuant to Section 3.3.

2.1.8 Capital Contribution. The term "Capital Contribution" means the sum of (a) the total amount of cash; and (b) the grand total agreed fair market value of property contributed to the Company by a Member (or the predecessor holder of any Membership Interest of that Member) (net of any liabilities secured by any contributed property that the Company is considered to assume or take subject to Code Section 752).

2.1.9 Cash Available for Distribution. The term "Cash Available for Distribution" means, with respect to any Company Fiscal Period (and with respect to individual Transactions, to the extent provided on a Transaction Schedule), all cash receipts of the Company during such Fiscal Period (other than contributions to Company capital or the proceeds of indebtedness used or to be used in the operation of the Company's business), less (a) all Company cash disbursements during such Fiscal Period as the Manager shall in its sole discretion decide are necessary for the conduct of the Company's business; and (b) such reserves established by the Manager in its sole discretion during such Fiscal Period for improvements, replacements, or repairs to Company properties or for anticipated Company expenses or debt repayments. Cash Available for Distribution shall also include any other Company funds, including, without limitation, any amounts previously set aside as reserves by the Manager, no longer deemed by the Manager necessary for the conduct of the Company's business.

2.1.10 Code. The term "Code" means the Internal Revenue Code of 1986.

2.1.11 Class "A" Members. The term "Class 'A' Members" means David Parker, and such other Persons as may be admitted as Class "A" Members of the Company from time to time.

FAT TOPS, LLC: Operating Agreement 3

2.1.12 Class "B" Members. The term "Class 'B' Members" means such other Persons as may be admitted as Class "B" Members of the Company from time to time.

2.1.13 Company Property. The term "Company Property" means all property owned, leased, or acquired by the Company from time to time.

2.1.14 Deadlock. The term "Deadlock" has the meaning assigned to that term in Section 10.8.

2.1.15 Disqualified Member. The term "Disqualified Member" has the meaning assigned to that term in Section 12.1.

2.1.16 Event of Dissolution. The term "Event of Dissolution" has the meaning assigned to that term in Section 12.2.

2.1.17 Fiscal Period. The term "Fiscal Period" has the meaning assigned to that term in Section 8.3.

2.1.18 Initial Capital Contributions. The term "Initial Capital Contributions" has the meaning assigned to that term in Section 3.1.

2.1.19 Interest. The term "Interest" or "Membership Interest" shall mean, when used with reference to any person, the entire ownership interest of such person in income, gains, losses, deductions, tax credits, distributions, and Company assets, and all other rights and obligations of such person under the terms and provisions of this Agreement and the Act.

2.1.20 Manager. The term "Manager" means the person to be elected, or any substitute, replacement, or permitted transferee hereunder.

2.1.21 Mandatory Provisions of the Act. The term "Mandatory Provisions of the Act" means provisions of the Act that may not be waived by the Members.

2.1.22 Member. The term "Member" means a Person with a Membership Interest in the Company. It includes both an Original Member (both Class "A" Members and Class "B" Members) and Substitute Member, but does not include an Assignee.

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2.1.23 Minimum Distribution. The term "Minimum Distribution" means an amount equal to the amount of Profit allocated to such Member pursuant to Sections 4.2, 4.3, and 4.4 for such Fiscal Period multiplied by the combined maximum individual federal income tax rates.

2.1.24 Opinion of Counsel. The term "Opinion of Counsel" means a written opinion of the counsel serving as regular counsel to the Company.

2.1.25 Optional Provisions of the Act. The term "Optional Provisions of the Act" means the provisions of the Act that may be waived by the Members.

2.1.26 Original Member. The term "Original Member" means each original member(s) of Fat Tops, LLC.

2.1.27 Percentage Interest. The term "Percentage Interest" means, as to any Member, such Member's interest in the Profits and Losses of the Company, as set forth in exhibit "A" hereto, and subsequently adjusted pursuant to the terms of this Agreement.

2.1.28 Person. The term "Person" means a natural person, partnership, domestic or foreign limited partnership, domestic or foreign limited liability company, domestic or foreign corporation, trust, estate, association, and other business entity.

2.1.29 Profit and Loss. The term "Profit" and the term "Loss" means an amount equal to the taxable income of the Company or the taxable loss of the Company (including any capital loss) for each taxable year, determined in accordance with Code Section 703(a) as reflected on the tax return prepared by the regular outside accounting firm engaged by the Company. For purposes of the determination in accordance with Code Section 703(a), all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in a taxable income or taxable loss, with the following adjustments:

- (a) Any income of the Company described in Code Section 705(a)(1)(B) or treated as Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account shall be subtracted from taxable income or added to such taxable loss, as the case may be;

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- (b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account shall be subtracted from taxable income or added to such taxable loss, as the case may be;
- (c) In the event the value at which any Company asset is reflected in Capital Accounts is adjusted pursuant to Regulations Section 1.704-1(b)(2)(iv)(i)(f), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset;
- (d) Gain or loss resulting from any disposition of an asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the value at which the asset disposed of its property reflected in the Capital Accounts of the Members pursuant to Regulations Section 1.704-1(b)(2)(iv);
- (e) In lieu of depreciation, amortization, and other cost recovery deduction taken into account in computing taxable income or loss, there shall be taken into account depreciation, cost recovery, or amortization computed in accordance with Regulations Section 1.704-1(b)(2)(iv)(g)(3).

2.1.30 **Selling Member.** The term "Selling Member" has the meaning assigned to that term in Section 10.1.

2.1.31 **Substitute Member.** The term "Substitute Member" means an Assignee of a Membership Interest who is admitted as a Member pursuant to Article XII in place of a Member.

2.1.32 **Tax Matters Partner.** The term "Tax Matters Partner" means the Person designated pursuant to Section 9.2.

2.1.33 **Transaction.** The term "Transaction" means any transaction facilitated by the Company on behalf of any third parties designated as a separate Transaction by the Members for purposes of this Operating Agreement.

2.1.34 **Transaction Capital Account.** The term "Transaction Capital Account" means the account established on the books of the Company pursuant to Section 3.3.2.

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2.1.35 **Transaction Schedule.** The term "Transaction Schedule" means the separate specific Transaction Schedule. Except as otherwise provided in writing by the Members, each Transaction Schedule will be subject to, incorporates, and includes all of the terms of this Agreement.

2.1.36 **Withdrawing Member.** The term "Withdrawing Member" means a Member who withdraws from the Company pursuant to Section 6.6.1.

ARTICLE III CAPITAL CONTRIBUTIONS

3.1 **Initial Capital Contributions.** Each Original Member has contributed to the Company such sums as are set forth on exhibit "A" hereto in immediately available funds ("Initial Capital Contribution").

3.2 **Additional Capital Contributions.**

3.2.1 **Mandatory Contributions.** Each Member shall make the additional capital contributions referenced on exhibit "A" as and when required pursuant to the terms set forth on exhibit "A".

3.2.2 **Timing of Additional Contributions.** Each Member shall have the option to continue to the Company, at such times as are determined by the Manager upon at least thirty days' prior written notice to the Members, such Member's proportionate share of any Capital Contributions, as may be called by the Manager from time to time ("Additional Capital Contributions"). For purposes of Section 3.2, a Member's proportionate share of Additional Capital Contributions at any time shall be equal to such Member's Percentage Interest at the time such Additional Capital Contribution is called by the Manager.

3.2.3 **Adjustments to Members' Capital Accounts and Percentage Interest.** Capital may be called in the form of additional equity to be made as Additional Capital Contributions in such amounts as may be determined by the Manager from time to time. No Members shall be required to make Additional Capital Contributions. If a Member makes an Additional Capital Contribution, its Capital Account shall be increased in the manner provided by Section 3.3 and, when any Additional Capital Contribution is made, all Members' Percentage Interests shall be predetermined as follows: Each Member's Percentage Interest

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shall at any time be equal to the percentage equivalent of a fraction, the numerator of which is the aggregate amount of all Capital Contributions made by all Members through such date.

3.3 Maintenance. The Company shall maintain a Capital Account for each Member. The Capital Account of each Member shall be credited with the Initial Capital Contributions made by the Member, which amount shall be (a) increased by an Additional Capital Contribution made by the Member and any Profit allocated to Member pursuant to Sections 4.2 and 4.4; and (b) decreased by the amount of cash and the fair market value of any Company Property distributed to the Member pursuant to Section 4.4 and Losses allocated to the Member pursuant to Sections 4.3 and 4.4.

The Capital Account of a Member shall be debited for any distribution made to the Member in the year in which the distribution is made.

3.3.1 Transaction Capital Accounts. The Company shall maintain a separate Capital Account for each Member with respect to each Transaction set forth on a separate schedule attached to this Operating Agreement. The Transaction Capital Accounts of each Member for each specific Transaction will be aggregated for purposes of determining that Member's Capital Account and Distributions of Cash Available for Distribution set forth in Article IV for any Company Fiscal Year.

3.3.2 Non-Cash Capital Contributions. All Capital Contributions shall be in the form of cash, unless the Members approve the Company's acceptance of Capital Contributions in a form other than cash. If a Member makes, and the Company accepts, a Capital Contribution in a form other than cash, the Capital Account of the Member shall be increased by the fair market value of the Capital Contribution, as determined by a method adopted by the Manager.

3.3.3 Compliance with Treasury Regulations. Capital Accounts shall be maintained in accordance with Treasury Regulation Section 1.704-1(b) and shall be interpreted in a manner consistent with Treasury Regulation Section 1.704-1(b).

3.3.4 Assignment. Upon the Transfer of all or any part of a Member's Interest as permitted by this Agreement, the Capital Account of the transferor, or the portion thereof that is attributable to the transferred Interest, shall carry over to the transferee, as prescribed in Treasury Regulation Section 1.704-1(b) (2) (iv).

3.3.5 Revaluation. At such times as may be required or permitted by Code Section 704 and any regulations thereunder, the Capital Accounts shall be revalued and adjusted to reflect the then fair market value of Company Property. The Capital Accounts shall be maintained in compliance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f). All allocations of gain resulting from such revaluation shall be made consistently with Treasury Regulation Section 1.704-1(b)(2)(iv)(f) and, to the extent not consistent therewith, provisions of Section 4.2 on the allocation of Profit.

3.4 Interest. The Capital Accounts shall not bear interest.

3.5 Loans. Except as otherwise provided by this Agreement, a Member or any Affiliate of a Member may make a loan to the Company in the event that the Manager has determined to borrow from the Members. A loan by a Member to the Company is not to be considered a Capital Contribution.

3.6 No Deficit Restoration Obligation. Notwithstanding anything herein to the contrary, this Agreement shall not be construed as creating a deficit restoration obligation.

ARTICLE IV ALLOCATIONS AND DISTRIBUTIONS

4.1 Distribution of Cash Available for Distribution. Except as provided in Section 12.5, the Company will distribute all of the Cash Available for Distribution, or property and securities (other than distributions on liquidation of the Company) as and when determined by the Manager, to the Members in the following order:

4.1.1 First, a Minimum Distribution to each Member with respect to and for each Fiscal Year of the Company during which the Company allocates net Profits to the Members. There can be no assurance, however, that such a distribution will be made, or if made, will fully satisfy a Member's tax liabilities attributable to allocations of taxable income hereunder. If the Company does not have sufficient cash, securities, or other property to make a Minimum Distribution to all Members, the Company will make such distribution of cash, securities, or other property to the Members pro rata in proportion to their respective Minimum Distribution due under this Section 4.1.1. Any Minimum Distribution received by a Member shall be credited against and reduce the amount of distributions that such Member

is otherwise entitled to receive under Sections 4.1.2 and 4.1.3 below.

4.1.2 Second, to the Members pro rata in accordance with their actual Capital Contributions made at equal times during the existence of the Company (otherwise first in time, first in right), until the Members have received distributions equal to their Capital Contributions to the Company.

4.1.3 Thereafter, to all of the Members pro rata in accordance with their Percentage Interests.

The Members agree that, except to the extent set forth on a Transaction Schedule, the Manager may distribute property in-kind to one or more Members as the Manager determines in its sole discretion. The Members further agree that distributions under Sections 4.1.2 and 4.1.3 will be made on Transaction-by-Transaction basis to the extent set forth on a separate specific Transaction Schedule for each such Transaction. Distributions to each Member with respect to specific Transactions will be aggregated for purposes of determining total distributions for any Company Fiscal Year.

4.2 **Allocation of Profits.** After giving effect to the special allocations set forth in Section 4.4 hereof, Profit for any Company Fiscal Year shall be allocated to the Members in accordance with their Percentage Interests.

4.3 **Allocation of Losses.** After giving effect to the special allocations set forth in Section 4.4 hereof, Losses for any Company Fiscal Year shall be allocated to the Members in accordance with their Percentage Interests.

4.4 **Special Allocations.**

4.4.1 Transaction Allocations. The Members intend to utilize the Company for a number of separate and distinct Transactions, as provided in Section 5.6.2 and otherwise in this Agreement. The Members may make special allocations of Profits and Losses from time to time as determined by the Members with respect to specific Transactions pursuant to the terms set forth on a separate and specific Transaction Schedule attached to this Agreement. Allocations to each Member with respect to specific Transaction will be aggregated for purposes of allocating Profits and Losses for any Company Fiscal Year.

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4.4.2 **Minimum Gain Chargeback.** Notwithstanding any other provision of this Agreement, if there is a net decrease in Company minimum gain [as defined in Regulations Section 1.704-2(d)(2)], items of income and gain shall be allocated to all Members in accordance with Regulations Section 1.704-2(f), and such allocations are intended to comply with the minimum gain chargeback requirements of Regulations Section 1.704-2 and shall be interpreted consistently therewith.

4.4.3 **Section 704(c) Allocation.** Solely for federal, state, and local income tax purposes and not for book or Capital Account purposes, depreciation, amortization, gain, or loss with respect to property that is properly reflected on the Company's books value that differs from its adjusted basis for federal income tax purposes shall be allocated in accordance with the principles and requirements of Code Section 704(c) and the Regulations promulgated thereunder, and in accordance with the requirements of the relevant provisions of the Regulations issued under Code Section 704(b). For Capital Account purposes, depreciation, amortization, gain, loss with respect to property that is properly reflected on the Company's books at a value that differs from its adjusted basis for tax purposes shall be determined in accordance with the rules of Regulations Section 1.704-1(b)(2)(iv)(g).

4.4.4 **Risk of Loss Allocation.** Any item of Member nonrecourse deduction [as defined in Regulation Section 1.704-2(i)(2)] with respect to a Member nonrecourse debt [as defined in Regulation Section 1.704-2(b)(4)] shall be allocated to the Member or Members who bear the economic risk of loss for such Member nonrecourse debt in accordance with Regulations Section 1.704-2(i)(1).

4.4.5 **Allocation of Excess Nonrecourse Liabilities.** For the purpose of determining each Member's share of Company nonrecourse liabilities pursuant to Regulations Section 1.752-3(a)(3), and solely for such purpose, each Member's interest in Company profits is hereby specified to be such Member's Company Interest.

4.4.6 **Unexpected Allocations and Distributions.** No allocation may be made to a Member to the extent such allocation causes or increases a deficit balance in such Member's Adjusted Capital Account. Notwithstanding any other provisions of this Agreement except Sections 4.4.2 and 4.4.4 hereof, in the event that a Member unexpectedly receives an adjustment, allocation or distribution described in Regulations Section 1.704-1(b)(2)(ii)

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(d) (4), (5), or (6) which results in such Member having negative Adjusted Capital Account balance (as determined above), then such Member shall be allocated items of income and gain in an amount and manner sufficient to eliminate, to the extent required by the Regulations, such negative balance in such Member's Adjusted Capital Account as quickly as possible. This provision is intended to satisfy the "qualified income offset" items of the Code.

4.4.7 Unreimbursed Business Expenses of Members. From time to time, a Member will require incurring certain expenses related to the trade or business of the Company for which the Company will not reimburse that Member. These expenses included, but are not limited to: (a) use of the Member's personal automobile for Company business; (b) meals and entertainment of persons who are clients or prospective clients of the Company; (c) professional organization dues, licenses, publications, etc. for the Member related to the Company's business; (d) use of a Member's personal computer (including software purchased for business purposes) or other office equipment on behalf of the Company; (e) conventions; or (f) charitable contributions.

Any Member, who has incurred unreimbursed expenditures which that Member has determined are appropriately documented and deductible as expenses related to the trade or business of the Company, shall notify the Treasurer of the Company of the total amount of these expenditures that the Member intends to deduct on their individual return.

The unreimbursed business expenses paid from the personal funds of a Member will be treated, for purposes of this Operating Agreement, as contribution to the capital of the Company with a corresponding allocation of the Company's deductions back to the capital of the contributing Member. It is the responsibility of the Member to maintain records to support any such expenditure.

4.5 Capital Accounts of Transferred Company Interest. Upon the transfer of all or any part of a Company Interest as permitted by this Operating Agreement, the Capital Account (or portion thereof) of transferor that is attributable to the transferred interest (or portion thereof) shall carry over to the transferee, as prescribed by Regulations Section 1.704-1(b)(2)(iv)(1).

4.6 Transfers During Taxable Year. All income, gain, loss, and deductions allocable pursuant to Sections 4.2, 4.3, and 4.4 hereof for a Fiscal Year with respect to any interest which may have been transferred during such year shall be allocated between the transferor and transferee based upon the number of days that each was recognized by the Company as the owner of such interest, without regard to the results of Company operations during the particular days of such fiscal year and without regard to which cash distributions were made to the transferor or transferee, provided, however, that all income, gain, loss, and deductions so allocated as the result of a capital transaction shall be allocated to the recognized owner of the interest for the day on which the capital transaction giving rise to such gain occurred.

4.7 Time of Allocation. The allocations set forth above shall be made as of the end of each Fiscal Year.

4.8 Right to Use Alternative Method of Calculations. Notwithstanding anything else in this Article IV, the Company shall have the right to use a different method of allocating Company income and loss if it is advised by the Company accountant or tax counsel that the method of allocation provided herein violates the Code of Regulations. The Manager shall notify each Member of any change in the method of allocating Company income or loss in accordance with this paragraph promptly after the occurrence thereof.

4.9 Adjustment of Capital Accounts. After all allocations for taxable year are made, Capital Accounts shall be adjusted by the Company to the extent necessary to comply with applicable laws, regulations, and administrative pronouncements. The tax allocation provisions of this Operating Agreement are intended to produce final Capital Account balances that are at levels ("Target Final Balances"), which permit liquidating distributions that are made in accordance with such final Capital Account balances to be equal to the distributions that would occur under Section 4.1. To the extent that the tax allocation provisions of this Agreement would not produce the Target Final Balances, the Members agree to take such actions as are necessary to amend such tax allocation provisions to produce such Target Account Balances. Notwithstanding the other provisions of this Operating Agreement, allocations of income, gain, loss, and deduction (including items of gross income, gain, loss, and deduction) shall be made prospectively as necessary to produce such Target Final Balances (and, to the extent such prospective allocations would not effect such

result, the prior tax returns of the Company shall be amended to reallocate items of gross, gain, loss, and deductions to produce such Target Final Balances).

4.10 Change in Economic Arrangement. Notwithstanding any other provision of this Operating Agreement, if the Percentage Interest of any Member is adjusted at any time pursuant to the terms of this Operating Agreement, the Member whose Percentage Interest is increased pursuant to such adjustment shall have the right to amend this Operating Agreement to take into account the revised economic arrangement of the Members, but only to the extent required to satisfy the tax allocation rules of Code Section 704 and the Regulations thereunder based on the opinion of legal counsel selected by such Member.

4.11 Tax Credits. All tax credits for federal or state income tax purposes shall be allocated in the same manner as losses, except as otherwise provided by the Code or Treasury Regulations.

ARTICLE V MANAGEMENT AND OPERATION

5.1 Manager.

5.1.1 Manager; Power and Authority. Except as otherwise expressly set forth herein, the management and control of the Company and its business shall be vested exclusively in the Manager and the Manager shall have all the rights, powers, and authority generally conferred under the Act or other applicable law, on behalf and in the name of the Company, to carry out any and all of the objects and purposes of the Company and to perform all acts and enter into, perform, negotiate, and execute any and all leases, documents, contracts, and agreements on behalf of the Company that the Manager, exercising sole discretion, deems necessary or desirable (including, without limitation, any mortgage, promissory note, or other documents evidencing or securing any loan benefiting the Company or Transaction). Except as otherwise expressly set forth herein, the consent or authorization of any Member shall not be required for any lease, document, contract, agreement, mortgage, or promissory note to be valid and binding obligation of the Company.

5.1.2 Specific Authority. Without limiting the generality of Subsection 5.1.1 and subject to the terms of Subsection 5.1.3, all Members agree that the Manager shall,

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exercising sole discretion, have the following rights and powers, except to the extent such rights and powers may be limited by other provisions of this Agreement:

- (a) The making of any expenditure incurred in connection with the business of the Company;
- (b) The use of the assets of the Company in connection with the business of the Company;
- (c) The negotiation, execution, and performance of any contracts, conveyances, or other instruments;
- (d) The distribution of Company cash other than as required pursuant to any other provision of this Agreement;
- (e) The selection and dismissal of employees and outside attorneys, accountants, consultants, and contractors, and the determination of their compensation and other terms of employment or hiring;
- (f) The maintenance of insurance for the benefit of the Company and the Members;
- (g) The control of any matters affecting the rights and obligations of the Company, including the conduct of litigation and incurring of legal expense and the settlement of claims and litigations;
- (h) The indemnification of any person against liabilities and contingencies to the extent permitted by law;
- (i) The making or revoking of the elections referred to in Code Section 754 or any similar provision enacted in lieu thereof, or any corresponding provision of state tax laws (and each Member will, upon request of the Manager, supply the information necessary to properly give effect to such elections);
- (j) The filing of such amendments to the Articles as may be required or as Manager may deem necessary from time to time;
- (k) The filing on behalf of the Company of all required local, state, and federal tax returns and other documents relating to the Company.

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5.1.3 **Limitations on Manager's Authority.** The following actions ("Major Decisions") shall require the approval of at least a majority in interest (unless otherwise provided in this Agreement) of all the Members:

- (a) Any amendment to this Agreement, which would (i) adversely affect the limited liability of the Members under the Act or under applicable law; or (ii) cause the Company to cease to be treated as partnership for federal or state income tax purposes;
- (b) The merger or consolidation of the Company with any other entity;
- (c) Any act in contravention of this Agreement;
- (d) Do any act which would make it impossible to carry on the ordinary business of the Company;
- (e) Possess Company property;
- (f) Make any loan to any Member;
- (g) Commingling the Company's funds with those of any other Person;
- (h) The acquisition, by purchase, lease, or otherwise, or sale of any real property;
- (i) The giving, granting, or entering into any options or sale contracts, mortgages, liens, other encumbrances, or pledges on or with respect to the Property, other than any easement, license, or right-of-way for purposes of acquiring services for the Property desirable in the conduct of the business of the Company;
- (j) Except for making borrowings from Members obtaining, accepting, increasing, modifying, refinancing, consolidating, or extending any loan or loan commitment;
- (k) Admission of any new Members;
- (l) Except as set forth in Section 5.8 below, entering into any agreement with any Member or affiliate of any

Member or amending or terminating any such agreement that has previously been approved.

Any deadlock with respect to a Major Decision shall be resolved as provided in Article X hereof.

5.1.4 **Appointment of Manager.** The Members hereby appoint David Parker as the Manager, until removed in accordance with the provisions of Section 5.1.5, or until the Manager voluntarily resigns as Manager.

5.1.5 **Removal of Manager.** Any Class "A" Member or Class "B" Member shall have the right to remove the Manager, if (a) it has been finally determined by a court of competent jurisdiction, either at law or equity, that Manager has violated its fiduciary responsibilities to the Members and such violation shall cause a material adverse effect upon the Company; or (b) it has been finally determined by a court of competent jurisdiction, either at law or equity, that Manager has willfully or recklessly breached any material provision of this Agreement and such breach shall have caused or may reasonably be anticipated to cause a material adverse effect upon the Company.

5.1.6 **Substitute Manager.** After the removal of the Manager in accordance with Section 5.1.5, or after the resignation or death of the Manager, a majority of the Members shall select a substitute Manager. Such Substitute Manager shall, upon execution of all necessary agreements, have all the rights and obligations of the Manager under this Agreement.

5.1.7 **Dealings with Members and Affiliates.** Subject to any restrictions contained elsewhere in this Agreement, the Manager may, for, in the name and on behalf of, the Company, enter into agreement or contracts, including employment of any Member or Affiliate (in an independent capacity as distinguished from his or its capacity, if any, as a Member) to undertake and carry out the business of the Company as an independent contractor; and the Manager may obligate the Company to pay compensation for and on account of any such services, provided, however, that such compensation and services shall be on terms no less favorable to the Company than if such compensation and services were paid to and/or performed by Persons who were not Members or Affiliates.

5.2 **Tax Matters Member.**

5.2.1 **Description of Tax Matters Member.** The Manager, so long as it is a Member, is designated the "tax matters partner" ("Tax Matters Member") as provided in Code Section 6231(a)(7) and corresponding provisions of applicable state law. This designation is effectively only for the purpose of activities performed pursuant to the Code, corresponding provisions of applicable state laws, and under this Agreement.

5.2.2 **Indemnification of Tax Matters Member.** The Company shall indemnify and reimburse the Tax Matters Member for all reasonable expenses, including legal and accounting fees, claims, liabilities, losses, and damages incurred in connection with any administrative or judicial proceeding with respect to the tax liability of the Members. The payment of all such expenses shall be made before any distributions are made to the Members hereunder, and before any discretionary reserves are set aside by the Manager. The taking of any action and incurring of any expense by the Tax Matters Member in connection with any such proceeding, except to the extent required by law, is a matter in the sole discretion of the Tax Matters Member, and the provisions hereof limiting the liability of and providing indemnification for the Manager shall be fully applicable to the Tax Matters Member in his capacity as such.

5.3 **Exculpation of Manager.** Neither the Manager, its Affiliates, nor any officer, director, member, partner, principal, shareholder, employee, agent, accountant, or attorney of the Manager or its Affiliate (each of the foregoing, other than Manager, a "Related Party"), shall be liable, responsible, or accountable, whether directly or indirectly, in contract, tort, or otherwise, to the Company to any other Member or any Affiliate thereof for any losses, claims, damages, liabilities, or expenses (collectively, "Damages") asserted against, suffered, or incurred by any of them rising out of, relating to, or in connection with any action taken or omitted by the Manager or any Related Party in good faith and in manner reasonably believed by the Manager or such Related Party to be in or not opposed to the best interests of the Company, including, without limitation, in connection with (a) the management or conduct of the business of the Company or any other Person in which the Company has or had made an investment (debt or equity) or otherwise has or had an interest; and (b) the management and conduct of the business and affairs of the Manager, provided, however, that such action or omission did not constitute gross misconduct or gross negligence or a material breach of the Manager's obligations under this Agreement.

5.4 **Indemnification of Manager.** The Company shall indemnify the Manager as provided in Article VII below.

5.5 **Reimbursement of Costs.** The Manager shall be entitled to receive from the Company out-of-Company funds available therefore reimbursement of reasonable out-of-pocket expenses expended by the Manager in the performance of its duties hereunder.

5.6 **Other Activities.**

5.6.1 **Concurrent Activities.** Any Member, and any Affiliate, or Related Party thereof, may engage in or possess an interest in other business ventures of any nature or description, independently or with others, whether such ventures are competitive with the Company or otherwise, and the pursuit of such ventures shall not be wrongful or improper, and neither the Company nor any Member shall have any virtue of this Agreement in or to any of such ventures, or in or to the income, gains, losses, or deductions derived or to be derived therefrom.

5.6.2 **No Obligation to Offer: Specific Transactions.** None of the Manager, any Related Party, or any Member shall be obligated to offer or present any particular investment or business opportunity to the Company, even where such opportunity is of character which, if presented to the Company, could be taken and exploited by the Company, but rather the Manager, Related Parties, and the Members shall have the right to take for their own account or to recommend to others any such particular investment or business opportunity. Notwithstanding anything to the contrary herein, the Manager or any Member may present any such opportunity to the Company as a transaction for the Company to pursue or participate as an investor, broker, advisor, consultant, or otherwise. In such event, if the economic interests of the Members (the Manager, if applicable) vary from the allocations of Profit and Loss set forth herein, the Members (and Manager if applicable) will execute a separate Transaction Schedule for each such transaction to the extent necessary to modify the rights of the parties therein.

5.6.3 **Time Commitment.** The Manager and its principals will devote so much of their time to the business of the Company as, in their sole discretion, will be required for the proper performance of their duties under this Agreement, and it is expressly understood and agreed that the Manager and its principals shall not be required to devote their entire time to the business of the Company.

ARTICLE VI MEMBERS

6.1 Rights of Members. In addition to the other rights to which Members are entitled pursuant to the Act or the Articles, the Members shall have the right to vote on the matters, which are required by this Agreement to be approved by the Members.

6.2 Restrictions on Powers. Except as set forth in this Operating Agreement, no individual Member, agent, or employee has the power or authority to act on behalf of or to bind the Company or any other Member, to pledge the Company's credit, or to render the Company liable pecuniary for any purposes. A Member shall not take any action, which would change the Company to a general partnership, change the limited liability of a Member, or affect the status of the Company for federal income tax purposes.

Notwithstanding, the Manager may authorize any Member to execute one or more agreements, or to take any other action specifically authorized by the Manager, on behalf of the Company. All such authorizations must be in writing, signed by the Manager.

6.3 Member's Other Rights. A Member shall also have the following rights in addition to all other right under the Act as set forth in this Operating Agreement:

6.3.1 Right to Inspect and Copy Certain Company Records. Each Member may inspect and copy, during ordinary business hours, at the reasonable request and expense of such Member, any of the Company records required to be kept at the Company's principal place of business pursuant to Section 8.1 of this Agreement.

6.3.2 Right to Obtain Information Regarding Financial Condition. A Member shall have the right from time to time, upon reasonable demand, to obtain true and full information regarding the state of the business and financial condition of the Company.

6.3.3 Right to an Accounting. A Member shall have the right to have an accounting of the affairs of the Company whenever circumstances render it just and reasonable, but no more often than semi-annually.

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6.3.4 Potential Acquisition of the Company. If at any time any Member or one of the Members is approached by any person or entity which desires to (a) acquire all the equity interests of the Company; (b) merge or consolidate with the Company; or (c) acquire substantially all of the assets of the Company (a "Sale Transaction"), each Member shall promptly be informed of all material facts related thereto. The Company shall not enter into a definitive agreement providing for a Sale Transaction, or a letter of intent, or other document which precludes the Company (either temporarily or permanently) from accepting an offer from a Member to enter into a Sale Transaction until such time as the definitive agreement, letter of intent, or other document has been made available at the principal office of the Company after notice to each Member, either by telephone, facsimile, or other means of delivery reasonably expected to reach such Member within twenty-four hours, and forty-eight hours have passed since notice of the proposed definitive agreement, letter of intent, or other document has been given to all Members.

6.4 Meetings.

6.4.1 Regular Meetings. Regular Meetings of the Members shall be held on such dates, at such times, and at such places as may be established by, and publicized among, the Members. Not less than thirty days', not more than sixty days' notice of a regular meeting shall be given to each Member. Notice shall specify the place, day, and hour of the meeting and shall include an agenda of the matters to be considered at such meeting.

6.4.2 Special Meetings. A special meeting may be called for any purpose or purposes by any Member or Members holding at least ten percent of the Percentage Interests and shall be held on such date, at such time, and at such place as may be established by the Member or the Members, as the case may be, calling the special meeting. Not less than seven days', not more than fifteen days' notice of any special meeting shall be given to each Member. Notice shall specify the place, day, and hour of the meeting and shall include an agenda of the matters to be considered at such meeting.

6.4.3 Emergency Meetings. An emergency meeting may be called for any purpose or purposes by any Member or Members holding at least ten percent of the Percentage Interests and shall be held on such date, at such time, and at such place as may be established by the Member or the Members, as the case may

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be, calling the emergency meeting. Twenty-four hours' notice of any emergency meeting shall be given to each Member. The purpose or purposes for which an emergency meeting is called shall be stated in the notice.

6.4.4 Quorum. Except as otherwise set forth in this Operating Agreement, at any meeting, Members representing at least a majority of the Percentage Interest shall constitute a quorum for all purposes. If a quorum fails to attend any meeting, the Members present may adjourn the meeting to another date, time, and place with notice to the Members given in the same manner as for an Emergency Meeting. Each Member shall have the right to determine for itself who shall represent it at meetings of the Members.

6.4.5 Voting by Members. Each Member shall be entitled to vote in proportion to such Member's Percentage Interest on all matters submitted to the Members. Except as otherwise provided in this Agreement, all matters submitted to the Members shall require approval by the affirmative vote of Members representing a majority of the Percentage Interest. If a Member's interest in the Company stands of record in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety or otherwise, or if two or more persons have the same fiduciary relationship respecting the Member's interest in the Company, unless the Secretary of the Company is given written notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts in respect to voting shall have the following effect:

- (a) If only one votes, his/her act binds all;
- (b) If more than one vote, the act of the majority so voting binds all;
- (c) If more than one vote, but the vote is evenly split on any particular matter, each fraction may vote the Member's interest in question proportionately. If the instrument so filed shows that any such tenancy is held in unequal interests, a majority or even split in interest.

6.4.6 Waiver of Notice. Whenever notice is required to be given to a Member, (a) a waiver in writing signed by a Member, whether before or after the time stated in the notice, is equivalent to giving of notice; and (b) a Member's attendance

at a meeting (i) waives objection to lack of notice or defective notice of the meeting, unless such Member at the beginning of the meeting objects to holding, to transacting business at, the meeting; and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, if any, unless such person objects to considering the matter when it is presented.

6.4.7 Participation by Conference Telephones. The Members may participate in a meeting by means of conference telephone or other similar communications equipment that enables all the Members participating in the meeting to hear each other. Such participation constitutes presence in person at the meeting.

6.4.8 Written Consents. Action may be taken by the Members without a meeting if all of the Members consent to such action in writing, and the writing or writings are filed with the minutes of the proceedings of the Members. Any consent of the Members may be executed in counterparts. Each counterpart shall constitute an original, and all the counterparts together shall constitute a single consent of the Members.

6.5 Limitation of Liability. Notwithstanding anything else contained in this Agreement, a person who is a Member is not liable solely by reason of being a Member under judgment, decree, order of court, or in any other manner, for a debt, obligation, or liability of the Company (whether arising in contract, tort, or otherwise) or for the acts or omissions for any other Member, agent, or employee of the Company.

6.5.1 Member Has No Exclusive Duty to Company. No Member shall be required to manage or be involved in the affairs of the Company as its, his, or her sole and exclusive function and it, he, or she may have other business interests and may engage in other activities in addition to those relating to the Company.

6.5.2 Other Business Ventures of Member. Any Member or Affiliate of a Member may engage independently or with others in other business ventures of every nature or description. Neither in the Company nor any Member shall have any right by virtue of this Operating Agreement or the relationship created hereby in or to any other ventures or activities in which any Member or Affiliate of a Member is involved or to the income or proceeds derived therefrom. The pursuit of other ventures and activities by Members and Affiliates of a Member is hereby consented to by the Members and shall not be deemed wrongful or improper. No Member or Affiliate of a Member shall be obligated to present

any particular business or investment opportunity to the Company even if such opportunity is of a character which, if presented to the Company, could be taken by the Company. See Section 5.6.2 above with respect to Transactions offered to the Company.

6.6 Withdrawal.

6.6.1 Withdrawal Upon Notice. A Member may withdraw from the Company at any time by sending at least ninety days' prior written notice of such Member's intent to withdraw to the other Members. Such notice shall state the effective date of the withdrawal. A Member who withdraws shall be referred to as a "Withdrawing Member".

6.6.2 Obligations Following Withdrawal. Withdrawal from the Company, in and of itself, shall under no circumstances relieve a Member of its obligations: (a) to fulfill its contractual obligations to the Company or to others incurred or accepted prior to the Members' providing notice of its intent to withdraw from the Company; or (b) to comply with its obligations under Section 14.1.

ARTICLE VII INDEMNIFICATION

7.1 Indemnification. The Company shall indemnify and hold harmless any person and their Affiliates who was or is a party to or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he/she is or was a Manager or Member or officer of the Company, or is or was serving the Company with a contractual commitment of indemnification, against expenses (including attorney's fees reasonable for the city of the principal office of the Company), losses, costs, damages, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself create a presumption that the Person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the

interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

The Company shall indemnify and hold harmless any Person and their Affiliates who was or is a party to or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that it, he, or she, or was Manager, a Member or officer of the Company, against expenses (including attorney's fees reasonable for the city of the principal office of the Company) and amounts paid in settlement actually and reasonably incurred by him/her in connection with the defense or settlement of the action or suit if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the interests of the Company; except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the Company or as to which such person shall have been adjudged to be liable on the basis that personal benefit was improperly received by him/her unless and only to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability but in view of all circumstances of the case, the Person is fairly and reasonably entitled to indemnity for such expenses which court shall deem proper.

To the extent that a Manager, Member, or officer of the Company or any other person serving the Company with a contractual commitment of indemnification has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to herein, or in defense of any claim, issue, or matter therein, he/she shall be indemnified against expenses, including attorney's fees reasonable for the city of principal office of the Company, actually and reasonably incurred by him/her in connection with the action, suit, or proceeding.

7.2 Authorization by the Members. Any indemnification hereunder shall be made by the Company upon the occurrence of either one of the following: (a) authorization in the specific case upon a determination that indemnification of the Manager, Member, officer, or other person serving the Company with a contractual commitment of indemnification is proper in the circumstances because he/she has met the applicable standard of conduct set forth in this Article VII; or (b) issuance of a

final court judgment or order requiring indemnification or stating that it would be lawful in the specific case. The determination described in Section 7.2(a) shall be made by the Members by a vote of Members holding at least two-thirds of the Percentage Interests.

7.3 Cooperation of Indemnity. Any Person seeking indemnification pursuant to this Article VII shall promptly notify the Company of any action, suit, or proceeding for which indemnification is sought and shall in all ways cooperate fully with the Company and its insurer, if any, in their efforts to determine whether or not indemnification is proper in the circumstances, given the applicable standard of conduct set forth in this Article VII.

Any Person seeking indemnification pursuant to this Article VII other than with respect to (a) a criminal action, suit, or proceeding; or (b) an action, suit, or proceeding by or in the right of the Company, shall (i) allow the Company and/or its insurer the right to assume direction and control of the defense thereof, if they elect to do so, including the right to select or approve defense counsel; (ii) allow the Company and/or its insurer the right to settle such actions, suits, or proceedings at the sole discretion of the Company and/or its insurer; and (iii) cooperate fully with the Company and its insurer in defending against, and settling such actions, suits, or proceedings.

7.4 Advance of Expenses. Expenses incurred in defending a civil or criminal action, suit, or proceeding brought other than by the Company shall be paid by the Company in advance until earlier to occur of (a) the final disposition of the action, suit, or proceeding in the specific case; or (b) a determination by the Members that indemnification is not proper under the circumstances because the applicable standard of conduct set forth in Article VII has not been met. Expenses incurred in defending a civil or criminal action, suit, or proceeding brought by the Company may be paid by the Company in advance of final disposition of the action, suit, or proceeding, as authorized by the Members in their sole discretion in the specific case. Any advance of expenses shall not commence until receipt by the Members of an undertaking by or on behalf of the individual seeking such advance to repay any advanced amount unless it shall ultimately be determined that he/she is entitled to be indemnified by the Company as authorized in this Article VII.

7.5 Non-Exclusivity. The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Act, the Articles, or this Operating Agreement, or any agreement, vote of Members or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office and shall continue as to Person who has ceased to be a Member, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such Person.

7.6 Insurance. The Company may purchase and maintain insurance on behalf of any Person who is or was a Member, officer, employee, or agent of the Company, or was serving the Company with a contractual commitment of indemnification, or is or was serving at the request of the Company as a member, manager, director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Company would have the power to indemnify him/her against such liability under provisions of the Act, as amended from time to time.

7.7 Additional Indemnification. The Company may provide further indemnity, in addition to the indemnity provided by this Article VII to any Person who is or was a Manager, Member, or officer of the Company, or is or was serving the Company with a contractual commitment of indemnification, or is or was serving at the request of the Company as a member, manager, director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, provided that no such indemnity shall indemnify any Person from or on account of such Person's conduct which finally adjudged to have been knowingly fraudulent, deliberately dishonest, or will misconduct.

7.8 Set-off. The Company's indemnity of any Person who is or was a Manager, Member, or officer of the Company, or is or was serving the Company with contractual commitment of indemnification, or is or was serving at the request of the Company as a member, manager, director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, shall be reduced by any amounts such Person may collect as indemnification (a) under

any policy of insurance purchased and maintained on his/her behalf by the Company; or (b) from such other limited liability company, corporation, partnership, joint venture, trust, or other enterprise, or from insurance purchased by any of them.

7.9 Limitation. Nothing contained in this Article VII, or elsewhere in this agreement, shall operate to indemnify any Manager, Member, officer, or other Person if such indemnification is for any reason contrary to law, either as a matter of public policy, or under the provisions of the Federal Securities Act of 1933, the Securities Exchange Act of 1934, or any other applicable state or federal law.

7.10 Constituent Entities. For purposes of this Article VII, references to "the Company" include all constituent entities absorbed in a consolidation or merger as well as the resulting or surviving entity so that any Person who is or was a member, manager, director, officer, employee, or agent of such a constituent entity or was serving at the request of such constituent entity as a member, manager, director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise shall stand in the same position under provisions of this Article VII with respect to the resulting or surviving entity in the same capacity.

7.11 Amendment. This Article VII may be hereafter amended or repealed, provided, however, that no amendment or repeal shall reduce, terminate, or otherwise adversely affect the right of a Person entitled to obtain indemnification hereunder with respect to acts or omissions of such Person occurring prior to the effective date of such amendment or repeal.

ARTICLE VIII BOOKS, ACCOUNTING, AND REPORTS

8.1 Books and Records. The Company shall maintain appropriate books and records with respect to the business and affairs of the Company. The Company shall keep its books and records at the principal office of the Company. Such books and records shall include, without limitation, the following:

- (a) A current and a past list, setting forth the full names and last known addresses of each Member, set forth in alphabetical order;

- (b) A copy of the Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Articles or amendments have been executed;

- (c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years or such longer period as may be required by law, or, if such returns and reports were not prepared for any reason, copies of the information and records provided to, or which should have been provided to, the Members to enable them to prepare their federal, state, and local tax returns for such period;

- (d) Copies of the current effective Company operating agreement, together with all amendments thereto, and copies of any Company operating agreements no longer in effect;

- (e) Copies of any financial statements of the Company for the three most recent years or such longer period as may be required by law;

- (f) A writing setting forth the amount of cash and a statement of the agreed value of other property or services contributed by each Member, and the times at which or events upon happening of which additional contributions agreed to be made by the Member are to be made;

- (g) Copies of any written promises by a Member to make a Capital Contribution to the Company;

- (h) Copies of any written consents by the Members to admit any Person other than an Original Member as a Member of the Company;

- (i) Copies of any written consents by the Members to continue the Company upon an event of withdrawal or disqualification of any Member;

- (j) Copies of any other instruments or documents reflecting matters required to be in writing pursuant to the terms of this Agreement.

interest the Selling Member is selling to the third party in the Company within thirty days after notification to the Selling Member of the exercise of the option, and such purchase shall be at the price and for the terms set forth in the notice and bona fide contract. As an alternative, if the Selling Member is selling less than all of its interest in the Company, the other Members have the option to join with the Selling Member and sell the same portion of their interest in the Company that the Selling Member is selling, by sending written notice of such option to the Selling Member, within fifteen days after receipt of notice from the Selling Member that the Selling Member plans to sell less than all its interest. If neither option is exercised, the Selling Member shall be free to sell its interest, subject to the other provisions of this Article XI, according to the notice within sixty days after giving the initial notice, but if not so sold within that time frame, the Selling Member cannot otherwise sell interest without complying with the provisions of this section again.

10.2 Right to Purchase under Other Circumstances. If a Member (a) fails to make any capital contribution when due and does not cure such default within sixty days; (b) allows a transfer or attempted transaction in violation of Section 10.4 and 10.5; or (c) becomes bankrupt (hereinafter all referred to as a "Defaulting Member"), then the other Members have the option to purchase all of the Defaulting Member's interest in the Company within sixty days after receiving notice of such event from the Defaulting Member or after learning through actual personal knowledge of such event. That option shall be exercised by the other Members in writing to the Defaulting Member and any legal representative or successor-in-interest of the Default Member known to the purchasing Members. Upon exercise of the option to purchase, the purchasing Members shall purchase all the Defaulting Members' interest in the Company within sixty days after notification to the Defaulting Member of its legal representative or successor-in-interest of the exercise of the option. The Purchase Price is that set out in Section 10.3 below.

10.3 Purchase Price and Payment Thereof. The Purchase Price as referred to in Section 10.2 of this Agreement shall be the Member's Percentage Interest, whose Percentage Interest is being purchased, times the value of the entire Company.

The value of the Company will be determined by a qualified independent appraiser selected by the independent auditors of the Company. The appraiser will value the interest being

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8.2 Accounting. The books and records of the Company shall be maintained on the basis of reasonable accounting methods, consistently applied.

For purposes of determining Capital Accounts, the books and records of the Company shall be maintained in accordance with Code Section 704, this Agreement and, to the extent not inconsistent therewith, generally accepted accounting principals for financial reporting purposes.

Annual financial statements shall be provided to the Members.

8.3 Fiscal Period. The Fiscal Period of the Company shall be the calendar year.

ARTICLE IX TAX MATTERS

9.1 Taxable Year. The taxable year of the Company shall be the calendar year.

9.2 Tax Controversies. Each Member shall cooperate with the Tax Matters Partner and shall take, or refrain from taking, any action reasonably required by the Tax Matters Partner in connection with any such examination.

9.3 Taxation as a Partnership. Neither the Company nor any Manager or Member shall take any action that would cause the Company to be excluded from the application of any provision of Subchapter "K", Chapter 1 of Subtitle "A" of the Code or any similar provision of any state tax laws.

ARTICLE X ASSIGNMENT OF MEMBERSHIP INTERESTS

10.1 Right of First Refusal. If a Member desires to sell part or all of its interest in the Company to a third party, the Member ("Selling Member") must send notice to the other Members of such and send with that notice a copy of a bona fide legally binding contract to purchase, which contract shall be contingent on this right of first refusal. The other Members have the option within fifteen days after receipt of such notice to exercise this right to purchase all of the Selling Member's interest in the Company, by sending written notice of such option to the Selling Member. Upon exercise of the option to purchase, the purchasing Members shall purchase all of the

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purchased by applying the discounts and other factors deemed appropriate by the appraiser in their sole discretion.

If the Company or remaining Members elect to purchase a Member's Interest under Section 10.1 and 10.2, those Members remaining, other than the Member whose Interest is being purchased, may vote, by Members holding at least two-thirds of the Percentage Interests, to either (a) dissolve and liquidate the Company as to provided below; or (b) redeem the Selling Member by delivering to that Member twenty-five percent of the purchase price determined for that Member's Interest, and a promissory note for the balance, payable in quarterly installments of principal and accrued interest at the rate below, for a term not to exceed five years, as determined by the remaining Members in their sole discretion. Any such promissory note shall bear interest at the legal rate for the State of Alaska. This note shall be secured by the assets of the Company but will be nonrecourse to the Members. The Company shall have the right to prepay this amount in whole or in part at any time. If two or more Members are receiving payments for their purchased interest by the Company, the Company may, at its option, limit the total quarterly payment, notwithstanding the foregoing, to the net cash flow, less working capital reserves reasonably determined necessary by the Members, each quarter.

If the Company exercises the option to liquidate, no Member, or former Member holding a note as provided above, shall have the right to additional payments from the Company, and the Company and the Members shall cooperate in selling the property with/without a real estate broker. In no event shall the property be sold to any Member or any entity in which a Member has an economic interest or option to have an economic interest, without the consent of all interested Members. The Company shall, to the extent of its assets, pay in full the principal balance of the note(s) outstanding, before distributing the remaining assets to the current Members.

There shall be subtracted from the Purchase Price any net amount owed by the Defaulting or Selling Member to the Company or the remaining Members, plus any damages caused, including reasonable attorney's fees, excess interest costs, or otherwise caused by the Defaulting Member's breach of the terms of this Agreement.

The Selling Member shall deliver a warranty assignment of its Interest, free and clear of all claims of others.

10.4 Prohibitions on Assignments and Transfers. Notwithstanding any other provision of this Operating Agreement, no Member may assign or otherwise transfer the Membership Interest of the Member unless:

10.4.1 Consent to Other Members. Members representing two-thirds of the Percentage Interests owned by the non-transferring Members in the Company must have consented in writing to such transfer or assignment. A Member may grant or withhold the Member's consent, in the Member's sole discretion.

10.4.2 Agreement by Assignee or Transferee. The Members and Assignee must have executed and delivered such documents as may be required by this Agreement to evidence that the Assignee is bound by this Agreement.

10.4.3 Opinion of Counsel. The Company must have received, or waived the receipt of, an Opinion of Counsel that such assignment or transfer would not materially adversely affect the classification of the Company as a partnership for federal and state income tax purposes, and an Opinion of Counsel or an opinion in a form acceptable to the Company of other counsel acceptable to the Company, that such assignment or transfer could lawfully be made without registration under the Securities Act of 1953 or any state securities law.

10.4.4 Payment of Costs and Expenses. The Assignee must have paid all costs and expenses incurred by the Company in connection with admission of the Assignee as a Substitute Member, including, without limitation, reasonable attorney's fees.

10.4.5 Other Requirements. The assigning or transferring Member and the Assignee must have fulfilled all of the other requirements of this Agreement.

10.5 General Conditions of Assignment and Transfer. The Company is not required to recognize, for any purpose, any assignment or transfer unless and until a duty excluded and acknowledged counterpart of the instrument of assignment, which instrument evidences the written acceptance by the Assignee of all the terms and provisions of this Agreement and represents that such assignment or transfer was made in accordance with all applicable laws and regulations, is delivered to the Company.

Notwithstanding anything else contained in this Agreement, an assignment or transfer of a Membership Interest may not be

made if such assignment or transfer (a) would violate any applicable laws or regulations; (b) would materially adversely affect the classification of the Company as a partnership for federal or state income tax purposes; or (c) would affect qualification of the Company as a limited liability company under the Act.

Upon an assignment or transfer of a Membership Interest in the Company, the Assignee may apply to become a Substitute Member with respect to the Membership Interest assigned or transferred to the Assignee. The Assignee shall continue to be an Assignee and shall not become a Substitute Member unless and until the conditions of Section 10.4 have been met. An Assignee shall be admitted as a Substitute Member effective on the date on which all such conditions have been satisfied. Any Member who assigns or transfers all of the Membership Interest of the Member shall cease to be a Member of the Company upon the assignment or transfer in, or with respect to, the Company (whether or not the Assignee of such former Member is admitted to the Company as a Substitute Member), provided, however, such Member shall continue to be subject to those obligations imposed upon Withdrawing Members pursuant to Section 6.6.2.

10.6 Covered Transactions. Every transaction by which a Member assigns or transfers a Membership Interest, or any interest therein, by operation of law or otherwise, is subject to this Article X. The transactions covered by this Article X include, without limitation, any assignment, disposition, encumbrance, gift, hypothecation, pledge, or sale.

10.7 Prohibited Transfers Void. Any purported assignment or transfer in violation of this Article X shall be null and void. If for any reason any such assignment or transfer is not null and void, the Assignee shall not be deemed a Substitute Member and shall have no right to participate in the business or affairs of the Company as a Member, but instead shall be entitled to receive only the share of profits or other compensation by way of income and the return of contributions to which the assigning transferring Member would otherwise be entitled at the time the assigning Member would be entitled to receive the same.

10.8 Deadlock. If a Class "A" Member requests that the Class "B" Member approve any action that requires the approval of such Members and the Class "B" Members refused to grant such approval, then the Class "A" Member may declare, in its sole

discretion, that the Class "A" Member and the Class "B" Members have reached a deadlock with regard to such action ("Deadlock").

10.9 Buy-Sell Right. If such Members have reached a Deadlock, the Class "A" Member ("Initiating Member") may initiate the buy-sell procedure herein after described ("Buy-Sell Right") by giving written notice ("Initiation Notice") thereof to the Class "B" Members. The Initiation Notice shall state a purchase price ("Unit Purchase Price") that the Initiating Member designates for a one percent ("Unit") and shall state the Initiating Member is prepared either to purchase the entire Interest of the non-Initiating Member for the Purchase Price (as calculated below) or to sell the entire Interest held by the Initiating Member to the non-Initiating Member for the Purchase Price. The Purchase Price for the applicable Interest shall be calculated by multiplying the unit Purchase Price by the number of Units in such Interest. The non-Initiating Member shall have thirty days after the date of such notice from the Initiating Member to elect to either sell its Interest or buy the Interest of the Initiating Member on the above terms. If the non-Initiating Member does not make any election within said period, it shall be deemed to have elected to sell its Interest on such terms.

The closing of the sale shall take place not less than fifteen days, not more than forty-five days from the end of the said thirty-day period at a time and place designated by the purchasing Member ("Purchasing Member"). As part of the closing, the Purchasing Member shall pay to the selling Member the outstanding balance, if any, of any loans made by the selling Member to the Company. The purchase price shall be paid pursuant to the terms set forth in Section 10.3 above. The selling Member shall deliver a warranty assignment of its Interest free and clear of all claims of others.

If the Purchasing Member fails to purchase the other Member's Interest ("Non-Purchasing Member") on or before the closing date, the Purchasing Member shall be in default hereunder and the Non-Purchasing Member shall have the right, but not the obligation, to purchase the Purchasing Member's Interest for a price equal to fifty percent of the Purchase Price calculated above, the closing of which shall occur on a date to be determined by the non-defaulting Non-Purchasing Member.

10.10 Release and Indemnification. As a condition to the closing of the foregoing transactions, the purchasing Member shall deliver or cause to be delivered to the selling Member (a)

a release of the selling Member by the Company and the Purchasing Member, pursuant to which the Company and the Purchasing Member shall release the selling Member from any and all obligations and liabilities with respect to the Company and shall covenant not to sue the selling Member with respect to any such obligations and liabilities, except that such release shall not extend to claims and actions brought against the selling Member with respect to activities of the selling Member beyond the scope of such selling Member's authority as a Member; (b) an indemnification executed by the Company and the purchasing Member benefit of the selling Member, pursuant to which the Company and the purchasing Member shall agree to defend, indemnify, and hold harmless the selling Member from and against any and all loss, costs, expense, and liability arising out of claims and actions brought by third parties against the selling Member beyond the scope of the selling Member's authority as a Member; and (c) a release of the selling Member executed by any and all lenders of the Company, pursuant to which such lenders shall release the selling Member from any and all liability and obligations arising under any notes, mortgages, guarantees, and other loan documents executed in connection with any loans made to the Company.

ARTICLE XI ADMISSION OF MEMBERS TO THE COMPANY

The Company may admit a Person (other than an Original Member or a Substitute Member) as a Member. A Person may be admitted as a Member under this Article XII only upon (a) approval of such admission and the terms and conditions of such admission, including without limitation, appropriate amendments to this Agreement by the affirmative vote of Members representing two-thirds of the Percentage Interests; (b) an initial capital contribution in an amount determined by Members representing two-thirds of the Percentage Interests; and (c) agreement by Members representing two-thirds of the Percentage Interests as to the necessary amendments to this Agreement to allow for additional membership in the Company.

ARTICLE XII DISSOLUTION AND LIQUIDATION

12.1 (Intentionally left blank.)

12.2 **Dissolution of the Company.** Except as hereinafter provided, the Company shall dissolve upon the occurrence of any of the following events (each an "Event of Dissolution"):

- (a) The occurrence of any event of withdrawal set forth in the Act but only to the extent required by the Act;
- (b) The expiration of the term of the Company as provided in Section 1.4; or
- (c) Upon the written consent of Members holding two-thirds of the Percentage Interests.

The Company shall thereafter conduct only activities necessary to wind up its affairs, provided, however, that the remaining Member or Members shall have the right to continue the business and affairs of the Company by electing to continue the business and affairs of the Company by the affirmative vote of Members representing two-thirds of the Percentage Interests of the remaining Members, and if there remains only one Member, causing a second Person to be admitted as a Member. The remaining Member or Members shall exercise this right within ninety days after the occurrence of an Event of Dissolution.

12.3 Election to Continue Company. If an election to continue the Company is made following an Event of Dissolution, the Company shall continue until the expiration of the term for which it was originally formed or until the occurrence of another Event of Dissolution, in which event remaining Members shall again elect whether to continue the Company pursuant to Section 12.2.

12.3.1 If an election to continue the Company is made following an Event of Dissolution occasioned by the disqualification of a Member pursuant to Section 12.1, then, subject to Section 12.6 and the Disqualified Member's fulfillment of all of its obligations under this Agreement and under any other extant agreements between the Disqualified Member and the Company, the Disqualified Member shall be entitled to receive from the Company, within twenty-four months after the Event of Dissolution, without interest, an amount equal to the Capital Account of Disqualified Member, as of the end of the calendar month immediately preceding the occurrence of the Event of Dissolution, provided, however, if a natural person becomes a Disqualified Member as a result of such person's death or mental incompetence, the legal representative of the Disqualified Member shall have the right within ninety days from the date of appointment of such legal representative to elect to either receive the amount to be paid to the Disqualified Member pursuant to this Section 12.3.1 or hold the

Disqualified Member's Interest in the Company, in which case the Disqualified Member or his legal representative shall be considered an Assignee, not a Member, of the Company and entitled to all of the rights of an Assignee. If the election is not made in writing by the ninety-first day from the date of the appointment of such legal representative, the Disqualified Member or his legal representative shall receive the amount to be paid under this Section 12.3.1.

12.3.2 If an election to continue the Company is made following an Event of Dissolution occasioned by the elective withdrawal of a Member pursuant to Section 12.1, then, subject to Section 12.5 and the Withdrawing Member's fulfillment of all of its obligations under this Agreement and under any other extant agreements between the Withdrawing Member and the Company, the Withdrawing Member shall be entitled to receive from the Company, within twenty-four months after the effective date of withdrawal, without interest, an amount equal to the fair market value of the interest of the Withdrawing Member, as of the end of the calendar month immediately preceding the effective date of the withdrawal.

12.3.3 If the Members reasonably determine that making the payments to former Members provided in Section 12.3.1 and 12.3.2 would result in an undue burden on the Company and threaten its ability to function as a going concern, then the amounts to be paid to former Members under Sections 12.3.1 and 12.3.2 may be postponed for up to an additional twenty-four months.

The amounts to be paid to a Disqualified Member under Section 12.3.1 and to a Withdrawing Member under Section 12.3.2 shall be exclusive and in lieu of any right of a Member to be paid the fair value of its interest in the Company under the Act.

12.4 **Method of Winding Up.** Upon dissolution of the Company pursuant to Section 12.2, the Company shall immediately commence to liquidate and wind up its affairs. With the exception of any Disqualified Member or any Withdrawing Member, Members shall continue to share profits and losses during the period of liquidation and winding up in the same proportion as before commencement of winding up and dissolution. The proceeds from the liquidation and winding up shall be applied in the following order of priority:

12.4.1 To creditors, including any Member who is a creditor, to the extent permitted by applicable law, in

satisfaction of liabilities of the Company (other than liabilities to the Members on account of their Capital Contributions or on account of a Member's withdrawal from the Company) and in satisfaction of the expenses of the liquidation and winding up:

12.4.2 To the Members (other than a Withdrawing Member) in return of their respective Capital Contributions;

12.4.3 To any Withdrawing Member in an account determined in accordance with Section 12.3.2; and

12.4.4 The balance, to the Members (other than a Disqualified Member or a Withdrawing Member) in proportion with their positive Capital Account balances, and if none, in accordance with their relative Percentage Interests.

Unless the Members shall unanimously determine otherwise, all distributions shall be made in cash, and none of the Company Property shall be distributed in kind to the Members unless a distribution of Company Property distributed in kind is distributed pro rata to Members in accordance with their relative Percentage Interests.

12.5 **Limitation on Distributions.** The Company shall not make any distribution to a Member with respect to such Member's Interest in the Company, and no Member shall be entitled to receive any such distribution to the extent that, as determined by the Members, after giving effect to the distributions: (a) the Company would not be able to pay its debts as they become due in the usual course of business; or (b) the Company's total assets would be less than the sum of its total liabilities to which such assets are subject.

12.6 **Filing Articles of Termination.** Upon the completion of the distribution of Company Property as provided in Section 12.4, articles of termination shall be filed as required by the Act, and each Member agrees to take whatever action may be appropriate or advisable to carry out provisions of this Section.

12.7 **Return of Capital.** The return of Capital Contributions shall be made solely from Company Property.

ARTICLE XIII
GENERAL PROVISIONS

13.1 **Notices.** Any notice or other communication required or permitted to be given to a Member under this Agreement shall be in writing and may be hand delivered, transmitted by telegram or facsimile, or sent by United States certified or registered mail, return receipt requested, postage prepaid, or via Express Mail, or any similar overnight delivery service by addressing same to the Member at the place of business of the Member or to such other address as the Member may designate from time to time and shall be deemed given on the first of the following to occur:

13.1.1 Receipt in the event of hand delivery or transmitted by telegram or facsimile;

13.1.2 Receipt of certified or registered mail, as evidenced by signed receipt; or

13.1.3 One day after the date appearing on the shipping invoice of Express Mail or other similar overnight delivery service.

13.2 **Captions.** All article and section captions in this Agreement are for convenience only and are not intended to affect the construction of this Agreement. Except as specifically provided otherwise, references to "Sections" are to Sections of this Agreement.

13.3 **Pronouns and Plurals.** Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neutral forms, and the similar forms of nouns, pronouns, and verbs shall include the plural and vice versa.

13.4 **Facsimile Signatures.** A facsimile signature of any officer or Member may be used whenever and as authorized by the Members.

13.5 **Reliance upon Books, Reports, and Records.** Unless he/she has knowledge concerning the matter in question which makes his/her reliance unwarranted, each officer and Member shall, in the performance of duties hereunder, be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (a) one or more employees of the Company whom the officer or Member believes to be reliable and competent in the matter in question; (b) legal counsel, accountants, or other Persons as to matters such officer or Member reasonably believes

to be within such Person's professional or expert competence; or (c) a committee of Members of which he/she is not a constituent, if such officer or Member reasonably believes that the committee merits confidence.

13.6 **Time Periods.** In applying any provision of this Agreement which requires that an act be done or not done a specified number of days prior to an event or that an act be done during a period of specified numbers of days, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

13.7 **Further Action.** The parties to this Agreement shall execute and deliver all documents, provide all information, and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

13.8 **Binding Effect.** This agreement shall be binding upon and, inure to the benefit of, the Members and their successors and permitted assignees.

13.9 **Integration.** This agreement constitutes the entire agreement among the Members pertaining to the subject matter hereto and supersedes all prior agreements and understanding pertaining thereto.

13.10 **Amendment.** Any and all amendments to this Agreement must be in writing and approved by the Members in accordance with Section 5.1.3.

13.11 **Waiver.** No failure by any Member to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement, or condition.

13.12 **Counterparts.** This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all the Members, notwithstanding that all such parties are not signatories to the original or the same counterpart.

13.13 **Applicable Law.** This agreement shall be construed in accordance with, and governed by, the laws of the State of Alaska, without regard to its principles of conflict of laws.

13.14 **Invalidity of Provisions.** If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any request, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected thereby.

13.15 **Arbitration.** Any dispute, controversy, or claim arising out of this Agreement shall be settled by arbitration in accordance with this Section 13.15. Any arbitration under this Section shall be conducted in accordance with the commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The place of arbitration is Anchorage, Alaska. The arbitrators shall decide legal issues pertaining to the dispute, controversy, or claim pursuant to the laws of the State of Alaska. Subject to the control of the arbitrators, or as the parties may otherwise mutually agree, the parties shall have the right to conduct reasonable discovery pursuant to the State of Alaska Rules of Civil Procedures. The parties agree that this Agreement involves interstate commerce and is therefore enforceable pursuant to Title 9, United States Code.

13.16 **Representations and Warranties.** Each Member and, in the case of an organization, the Person(s) executing this agreement on behalf of the organization, hereby represent and warrant to the Company and each other that: (a) if that Member is an organization, that it is duly organized, validly existing, and in good standing under the laws of its state organization and that it has full organizational power to execute and agree to this Agreement and to perform its obligations hereunder; (b) the Member is acquiring this interest in the Company for the Member's own account as an investment without intent to distribute the interest; (c) the Member acknowledges that the interest has not been registered under the Securities Act of 1933 or any other state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of exemptions from such requirements; and (d) the execution and delivery of this Agreement and consummation of the transactions contemplated hereby do not breach or result in a default under any contract or agreement by which the Member is bound.

ARTICLE XIV
CONFIDENTIAL INFORMATION

FAT TOPS, LLC: Operating Agreement 42

14.1 **Acknowledgment.** Each of the Members hereby acknowledges that, in connection with the development and operation of the Company, it may have access to confidential material regarding the operations of the other Members. Each Member agrees that it shall, and it shall cause all Members appointed by such Member to: (a) take all reasonable steps necessary to hold and maintain such confidential information in confidence and not to disclose it to a third party; (b) only use such confidential information for the purpose of developing and operating the Company; (c) only disclose such confidential information in order to its employees and agents who have a need to know such information in order to assist a Member to carry out its responsibilities to the Company; (d) not use such confidential information in a way which would be detrimental to any other Member.

Each Member agrees that, upon the dissolution and termination of the Company, it will return the confidential information, as appropriate, all confidential information of the Member then in its possession and specified in the request. Each Member further agrees to return or destroy all other memoranda, notes, copies, or other writings that contain confidential information on the other Members.

14.2 **Survival.** The provisions of this Article XIV shall apply to each Member, regardless of the status of such Member as a Member in the Company, for a period of two years from the effective date of the termination of the applicable Member's status as a Member in the Company, provided, however, no Member shall be bound by the provisions of this Article XIV beyond the later to occur of (a) two years from the effective date of this Agreement; or (b) the effective date of termination of this Agreement.

IN WITNESS WHEREOF the Original Members have hereunto set respective hands on the date first above written.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

DATED: 11/29/2016

By: David M. Parker
David Parker,
Original Member/Manager

FAT TOPS, LLC: Operating Agreement 43



THE STATE
of ALASKA
GOVERNOR MICHAEL J. DUNLEAVY

Department of Environmental
Conservation
DIVISION OF ENVIRONMENTAL HEALTH
Food Safety and Sanitation Program
43335 Kaktavsky Beach Road, Suite 11
Soldotna, Alaska 99669-9792
Main: 907.262.2408
Fax: 907.262.2254

February 26, 2020

David Parker
Fat Tops LLC
35795 Spur Hwy
Soldotna, AK 99669

Subject: DEC Food Establishment Permit Not Required

Dear Mr. David Parker,

Thank you for your recent application for a permit from the Department of Environmental Conservation's Food Safety and Sanitation program. This letter is to inform you that the marijuana establishment you have described in your application does not require a permit under the Alaska Food Code (18 AAC 31) since your plan is to sell only prepackaged, non-potentially hazardous food (18 AAC 31.012(c)(1)).

Non-potentially hazardous foods are foods that do not support the growth of dangerous bacteria because of their water activity, pH or a combination of the two. A good method to determine whether a food is non-potentially hazardous is whether it requires refrigeration to keep it safe or preserve it. If it does not require refrigeration, it is most likely non-potentially hazardous. If you are unsure about the safety of a product and whether it requires temperature control be sure to contact the Food Safety and Sanitation Program for more information.

Please be aware that if you change the type of food that you sell at your establishment to include foods that are potentially hazardous, you will be required to submit a plan of your operations and apply for a food establishment permit.

Sincerely,

Heidi Isenmagen
Environmental Health Officer II

AMCO
MAR 16 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
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:	Fat Tops LLC	License Number:	23810
License Type:	Retail Marijuana Store		
Doing Business As:	FAT TOPS LLC		
Premises Address:	35975 Kenai Spur Hwy		
City:	Soldotna	State:	AK
		ZIP:	99669

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	David Parker
Title:	Owner

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?

#11138 Cultivation License, Own
#11140 Retailer License, Own

[Form MJ-00] (rev 09/27/2018)

Page 1 of 3



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.

[Form MJ-00] (rev 09/27/2018)

Page 2 of 3

AMCO Received 12/19/2019



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 unsworn falsification 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
Dave Parker



Printed name of licensee
Dave Parker

commission expires: October 31st 2022

Subscribed and sworn to before me this 19 day of December, 2019.

[Form MJ-00] (rev 09/27/2018)

Page 3 of 3

AMCO Received 12/19/2019

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\(c\)](#).

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

Section 1 – Establishment & Contact Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Fat Top, LLC	MJ License #:	23810
License Type:	Retail Marijuana Store		
Doing Business As:	Fat Tops, LLC		
Premises Address:	35975 Kenai Spur Hwy.		
City:	Soldotna	State:	Alaska ZIP: 99669
Mailing Address:	P.O. Box 1462		
City:	Sterling	State:	Alaska ZIP: 99672
Designated Licensee:	Dave Parker		
Main Phone:	907-953-2470	Cell Phone:	907-953-2470
Email:	daveparker907@gmail.com		



Alaska Marijuana Control Board
Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Control Plan for Persons Under the Age of 21

2.2.1. 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:

This is a marijuana retail store. Once legal IDs are checked, persons 21 years of age and older will be admitted. Upon admittance, they will review the menu with available selections. The menu will be displayed on a large flat screen TV. A video camera will be positioned above the menu board. The menu board will be linked to the POS system utilized for the sale and the product subsequently given to them in packaging so they will not be affected. No outside food or beverages are permitted within the licensed premises areas or any portion of this licensed facility, including restricted areas. Visitors to this part of the licensed premises will have to be able to prove: over 21 years of age via valid ID, State or federal, driver's license, passport etc., and need to be escorted into any restricted access area. If a need is determined, visitor's identification will be screened, and the visitors log will be filled out. Visitors will wear an identification tag at all times while in the facility. No more than 5 visitors per employee or agent will be permitted in the facility at a time, in accordance with applicable laws and AMCO regulations. All other means of ingress and egress doors to this facility and the building will remain locked at all times. No handling of the marijuana will occur except by the licensee, his employees or agents and not by visitors or customers. All marijuana will be kept in restricted areas where no customers will have access to it. Video surveillance will record all entries, exits, points of sale and rooms within this licensed facility.

Section 3 - Security

Restricted Access Areas (3 AAC 306.710):

3.1.1. Describe how you will prevent unescorted members of the public from entering restricted access areas:

- [illegible]

3.2. Describe your recordkeeping and processes for admitting visitors into and escorting them through restricted access areas;

A logbook to record the persons full name, date of visit, time of entry and departure and nature/purpose of visit will be maintained. Visitor's I.D. numbered badges will also be required to be worn at all times while upon the premises. Badges will be returned at the end of said visit they will be accounted for at the end of each visit as well. The Applicant requires all visitors to call ahead and establish an appointment at the facility before they arrive. Upon arrival, an employee escort who will request identification from the visitor, complete the visitor's log, and issue a visitor's badge. Valid forms of identification include an unexpired, unaltered passport; a driver's license or permit; or an identification card of any U.S. state or province or territory of Canada. Anyone without identification and/or under the age of 21 may not enter the retail facility. The designated employee shall record the information pertaining to the visit on a visitor's log and issue a visitor's identification badge before entering the restricted area. Information on the visitor's log includes name, date of birth, current date, time in/out, email address or phone number, and the employee escort's name. The visitor shall wear the badge while on the premises. The employee escort is required to remain with the visitor and is responsible for noting the time the visitor leaves and retrieving the visitor's badge. The Visitor's Policy shall apply to all facility visitors included, but not limited to, contractors, wholesale purchase customer, and delivery/transportation drivers. No more than five visitors per escort. All restricted access areas will be clearly marked and remain locked and closed until a need for them to be opened is determined.



Form MJ-01: Marijuana Establishment Operating Plan

3.3.3. 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:

Commercial grade exterior lighting will be on all four (4) sides of the building to activate at dusk and turn off at dawn in order to illuminate the area for security purposes as well as camera recording during the night time hours. Security cameras will record 24 hours per a day, seven days per week, 365 days per a year for a minimum of 40 days as per AMCO regulation.

Form MJ-01J (rev 4/3/2019)

License # 23810

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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

2.5. 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:

Pursuant to 3 AAC 306.715(c)(2) a security alarm system on all exterior doors and windows; and The Licensed Facility will have

- a. (noted) Intrusion security package installed consisting of the following equipment: 4x100 Keypads (located in main entrance to each building), 3-Aura PIR motion detectors, Wave2 2-Tone Sounder, 467 Battery, 620 Jack and 621 Cord and additional Commercial Overhead door Contacts.

d. Security system will be monitored by a third-party monitoring agency 24/7. In the event of an alarm activation local law enforcement and the business owner will be notified.

[illegible]

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3.6. Describe your policies and procedures for preventing diversion of marijuana or marijuana product, including by employees:

(1). The electronic tracking system will be used to ensure diversion of marijuana does not occur throughout the normal processing of marijuana. The diversion of marijuana will be tracked throughout the retail, packaging, and selling process. If the tracking system shows potential diversion of product authorized personnel will initiate an investigation that will include: talking to employees on shift, assessing last log in's to the system and product in question, notifying the Marijuana Control Board and reviewing video feed. Employees will be required to be present when the tracking system is used. Employees will randomly check food for potential diversion (1x per week), will supervise all employees when they are not present, and will be required to be present when the tracking system is used. Employees will be required to be present in areas where marijuana or cash are present as well as provide information pertaining to the consequences of breaking the policy. Consequences include notifying law enforcement, immediate termination, visitor access removal and prosecution of breaking the crimes.

3.7. Describe your policies and procedures for preventing loitering:

Security and staff will perform routine, but unscripted, patrols. Littering will be asked to leave when discovered and law enforcement will be called if continued littering persists. (2) Fast Trac LLC will operate under a "no littering" policy that will limit individuals from smoking without purpose on the premises as designated under 3 AAC 306.115(c)(2). During business hours employees will be provided training on the importance of limiting littering and learn skills to verbally reprimand from the premises. If individuals are unwilling to leave the premises or continue to litter in the general area, law enforcement/patrol officers will be notified and employees will follow the recommendations of law enforcement. (3) Employees will engage in discussions with patrons or other individuals outside the building about the marijuana establishment, around the establishment or on the premises. Employees will be trained to use the word "Littering" as a verbal cue to draw attention to the problem. Checks in order to address littering issues in a timely manner. The exterior building will have "No Littering" signs placed on the front of the building as well as on the front fence of the side yard. Littering will be defined as: to stand and wait around freely without a purpose.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

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)

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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:

Security cameras will consist of Vivotek USA Inc FD-8169 Dome Network- Cameras and Vivotek USA Inc FE8181/81V Fisheye Network Camera. All security cameras will be positioned in such a manner as to get the most identifiable view of anyone within 20 feet of their line of sight at each entrance and along the exterior and interior of each Restricted Access Area. Cameras will be placed at a height of 12 feet to insure unobstructed viewing of all product, plants and persons insuring all are captured on a maximum clear sight picture. All cameras will have a recording resolution of at least 1920x1080 (2mp)-2560x1920 (Smp), and will can see at night using infrared technology for night time recordings. Vivotek USA Inc FE8181/81V Fisheye Network Cameras will be installed in Retail.

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:

Pursuant to 3AAC 306.720(b) Surveillance recording equipment and video surveillance records must be housed in a locked and secure area or in a lock box, cabinet, closet or other secure area that is accessible only to a marijuana establishment licensee or authorized employee, and to law enforcement personnel including an agent of the board. A marijuana establishment may use an off site monitoring service and off-site storage of video surveillance records as long as security requirements at the off-site facility are at least as strict as on-site security requirements as described in this section a. The security room, housing all supporting security and camera equipment, will be locked by Access control and Hess electric strikes to insure the integrity of all security supported hardware for the licensed facility.
i. The single entry point will have Access control supported with LED (green-yellow-red) and buzzer options, with temperatures ratings of -23.8°F (-31°C) to 145.4°F (63°C) Certification and Standards of FCC Certification, RSS-210, UL 294 and CE Mark Voltage range of 5 V DC to 16 V DC with Maximum Input current 50 mA that part of a Honeywell NetAXS-123 Access Control System with Certification and standards of CE and FCC. Only authorized employees, agents of the board, law enforcement members or authorized agents of the company will have access to this equipment.

[Form MJ-01] (rev 4/3/2019)

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Alaska Marijuana Control Board

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:

Initials

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, and 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:

Valkyrie Security and Asset Protection Inc. electronic video storage is password protected to prevent any alterations. The security system will generate a daily open/close report by user. The access control system will generate a report of authorized or unauthorized access users attempting to enter a restricted access area. All systems are programmed with redundant password lockdown protection. The security room housing all supporting security and camera equipment will be insulated and temperature controlled to insure the integrity of all security supported hardware for the licensed facility. This information will be backed up as required and stored off site in a locked safe. Security camera video will be maintained for a minimum 40 days of recording.

All business records will be maintained on a company computer which is password protected and only accessible by authorized employees. The information/data will be backed up daily and stored within the "cloud" for added protection/security.

These records will be available for inspection upon request. These records include but are not limited to: a current employee list and handler information, contact information for our vendors and video surveillance and alarm systems, records on advertising and marketing, visitor logs, tax records, premise diagram and transportation records. We will provide any record required to be kept on the licensed premises to an employee of the board upon request. Any records kept off premises will be provided within 3 days of the request.

[Form MJ-01] (rev 4/3/2019)

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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):

Aside from the marijuana handler's course and required testing, licensees, employees and agents will be kept current as to any change in regulation from AMCO, law enforcement (state, local or federal) as well as to any industry changes. This will be done at monthly meetings between supervisor's and employees. Additional training will also be made available to all employees through applicable media, legal articles, periodicals of trade and updated handler's recertification tests as they become due for recertification as well as any other information that may become available and be applicable. The Internet is also a good source for updated information as well and will be utilized.



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. ☒

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:

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):

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:

All marijuana product will be secured in child proof containers, opaque in color, resealable as required along with meeting all labeling requirements as set forth under statute. They will be stored in a locked safe within transportation vehicles. There will be a key pad locked safe secured and bolted within the transportation vehicle. A licensed handler will transport the marijuana product directly to another retailer (only allowed from retailer to retailer) along with proper METRC documentation and inventory tracking paper work required to release product from inventory and input into buyers (retailer's) inventory tracking system. All state regulations will be followed. The retail marijuana store will not be transporting the marijuana from the cultivation facility. Retail stores can only transfer marijuana products to other retail stores per regulation. Valkyrie Security and Asset Protection Inc. use armored staff and vehicles. Their transport staff will secure product in locked containers with tamper resistant locks prior to leaving the licensed facility. All locked containers will be with armed transport staff at all times and only removed from vehicle upon arrival to receiving licensed facility. The tamper resistant locks will only be removed in the presence of an authorized person at the receiving licensed facility. All products will be checked and entered into the METRC system upon delivery.



Alaska Marijuana Control Board

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.



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.



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.



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.



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):

Signs are anticipated at this retail marijuana store. They will either be attached to the building or within the windows (no marijuana may be visible to the public) and each sign may not exceed 4800 square inches. The sign would depict the name of the retail facility, address, phone number and any logo. The signage including logo would not be enticing towards children. No more than three signs are permitted. See logo on page 11.

[Form MJ-01] (rev 4/3/2019)

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Alaska Marijuana Control Board

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):

Advertising may consist of local Alaska Leaf magazine, trade magazines, social media, lighters, clothing items (hats, sweaters and tee shirts) or other items of permissible branding, website, business cards, stickers, and/or in collaboration with local and state wide retailers. It would reflect the name of the business, address, phone number, email address and company logo. The logo will not be enticing towards children. This list is merely inclusive but not exhaustive.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee
Dave Parker



Signature of Notary Public
Nicole E. Fisher
Notary Public in and for the State of Alaska
My Comm. Expires October 31, 2024

Printed name of licensee

Subscribed and sworn to before me this 19th day of December, 2019.

[Form MJ-01] (rev 4/3/2019)

License # 23810

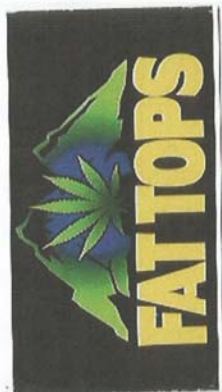
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Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):



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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:	Fat Tops, LLC	MJ License #:	23810
License Type:	Retail Marijuana Store		
Doing Business As:	Fat Tops, LLC		
Premises Address:	35975 Kenai Spur Hwy.		
City:	Soldotna	State:	Alaska
		ZIP:	99669

[Form MJ-02] (rev 4/9/2019)

License # **23810**

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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 asterisks (**) 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 are true, correct, and complete.

Signature of licensee David Parker
 Notary Public in and for the State of Alaska
 My commission expires 6/18/21
 Printed name of licensee David Parker

Subscribed and sworn to before me this 14 day of July, 2020

[Form MJ-02] (rev 4/9/2019) **23810** Received 7/14/2020 Page 2 of 2



Project Title: Fal Tops

Prepared for: Fal Tops, LLC

Sheet Title: AMCO MJ-02 Diagrams

Address: 35975 Kenna Spur Hwy Soldotna, AK 99669

Checked by: DMH

Drawn by: CMH

Sheet Issue Date: 6/14/2020 11:07:30 AM

903 W. NORTHERN LITS. BLVD # 206

ANCHORAGE, AK 99603

Office: (907)339-9100

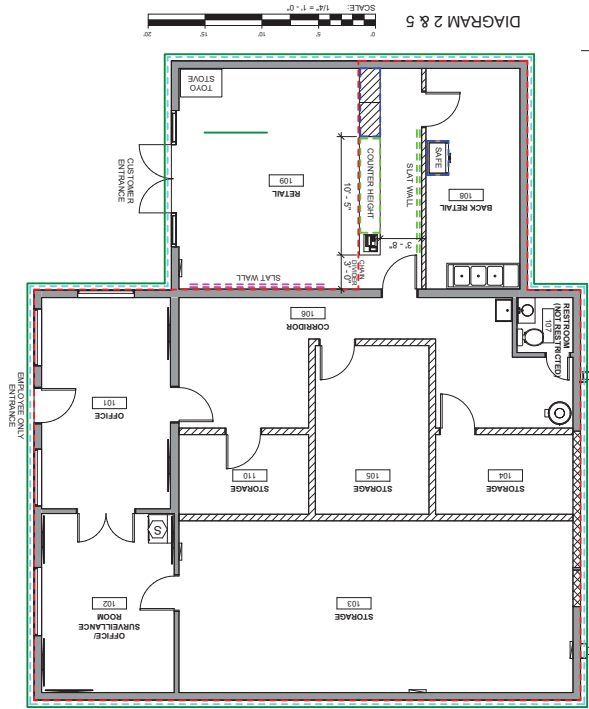
dmh@dmhdesign.com

Determine DESIGN LLC AECL 1613

ANCHORAGE, AK 99603

Office: (907)339-9100

dmh@dmhdesign.com



AMCO KEY

LICENSED LAWFULLY RIGHT TO POSSESSION

PROPOSED LICENSED PREMISES

SHELVING/DISPLAY W/ MARIJUANA

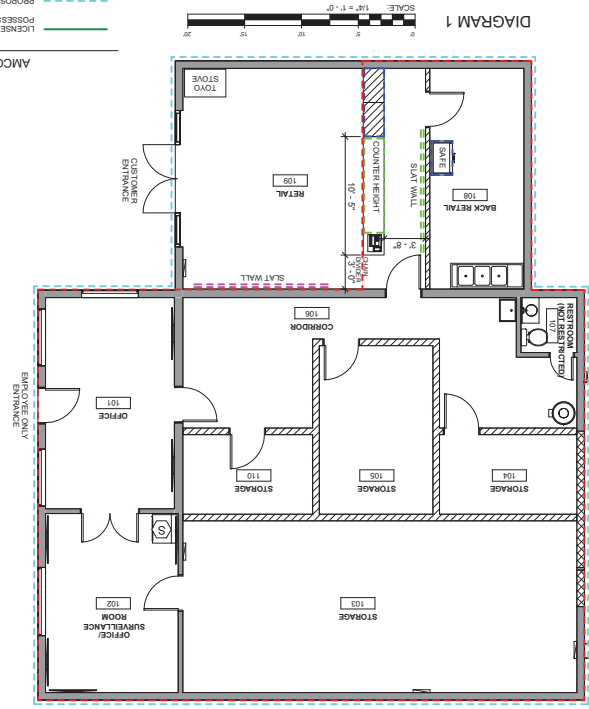
SHELVING/DISPLAY NO MARIJUANA

MARIJUANA STORAGE

RESTRICTED ACCESS AREA

SURVEILLANCE EQUIPMENT

POS SYSTEM





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.

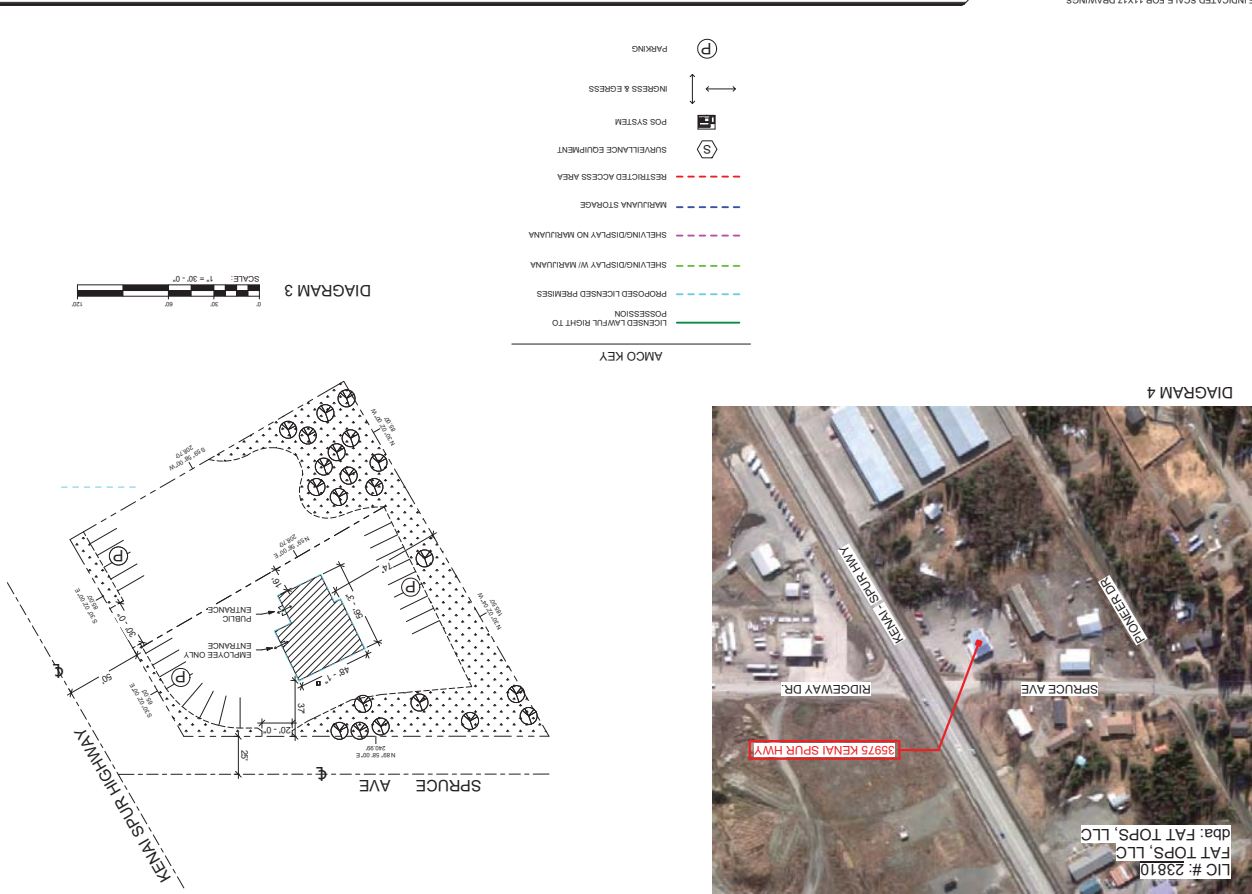
Licensee:	Fat Tops, LLC	MJ License #:	23810
License Type:	Retail Marijuana Store		
Doing Business As:	Fat Tops, LLC		
Premises Address:	35975 Kenai Spur Hwy.		
City:	Soldotna	State:	Alaska
		ZIP:	99669

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Received 7/14/2020



Determine Design LLC AEC, 1613
903 W. NORTHERN LITS. BLVD # 206
ANCHORAGE, AK 99503
Office: (907) 538-9100
dmd@determinedesign.com





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:

When an Incoming transfer of marijuana or marijuana product arrives at our facility, the transfer agent will be greeted and will have their marijuana handler permit checked by our staff before being granted access to our facility.

All transfers will occur in the secure portion of our facility.
All visitors, including other licensees and transfer agents, will be logged in our visitors log and will be issued a visitors pass to wear prior to being granted access to enter the secure portion of our facility.
Every Incoming transfer will be verified against the manifest; ensuring package tags are with product and match product, and that the quantities and weights manifested are accurate. Once weights, quantities, and package tags have been verified, the manifest will be signed and dated by the receiving manager on duty and the time of acceptance will be noted on the hard copy of the manifest and the transfer will be accepted in METRC. If any variance should exist between the manifested quantity and the actual quantity, every effort will be made to reach the licensee before accepting or rejecting any transfer.

See cont'd response, P. 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:

All staff members will be privately trained annually and prior to hire in preventing purchases by intoxicated persons under the influence of alcoholic beverages, inhalants, controlled substances as well as spice and other designer drugs. In addition, all employees will have completed the state required marijuana handlers course, passed the written examination in order to receive their current handler's permit (renewals as required).
See cont'd response P. 6.

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(p). ☒ ☒ ☒ ☒
- 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:

Products at our facility will be displayed: (f) hanging on a wall located behind our counter space in a restricted access area and (2) in secured glass cases, which only authorized personnel can access. Customers will not have free access to such display cases. No product is to be touched by anyone other than our employees prior to sale. Customers will consult our staff on which products they intend to purchase. All purchases will be made at our designated Point of Sale (POS) system. Once payment has been issued, the customer will be provided with their packaged products and may exit the building. All products within that purchase will have labeling provided by either the originating licensed cultivation company or Fat Tops. The label will include the logo, store name, license number, THC levels (levels provided by a licensed Marijuana Testing Facility), and all warning statements required under 3 AAC 306.345.



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):

Products will be packaged in opaque, resealable, child-resistant packaging as described in 3 AAC 306.345 (a). Any and all products to be sold will comply with: 3 AAC 306.470, 3 AAC 306.475, 3 AAC 306.565, 3 AAC 306.570 and 3 AAC 306.345(b). Upon receipt of any marijuana from a license cultivation facility, staff will be required to inspect such packaging to verify the labeling requirements described in 3 AAC 306.475(a) and 3 AAC 306.570(c). Staff will also make sure to review the labeling information to verify that packaging and potency conforms to regulations set forth in 3 AAC 306.560.

The facility will utilize weight measuring scales in compliance to 3 AAC 306.745 to verify weights of product. Packaging to be resold from a cultivation facility without additional handling from our facility will not be in excess of one ounce in weight and will contain our company logo and license number. Wholesale purchases will be verified to not be in excess of five pounds of product for repackaging.

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):

RESPONSE TO QUESTION 6.2: SAMPLE LABEL

SAMPLE LABEL #1

(1) "Marijuana has intoxicating effects and may be habit forming and addictive."
 (2) "Marijuana impairs concentration, coordination, and judgment."
 (3) "Do not operate a vehicle or machinery under its influence."
 (4) "There are health risks associated with consumption of marijuana."
 (5) "For use only by adults twenty-one and older. Keep out of the reach of children."
 (6) "Marijuana should not be used by women who are pregnant or breast feeding."
 Retailer: Fat Topz, LLC
 Harvest Batch No. 1A346123
 Net Wt: 1.0 GR (0.03527396 OZ)
 Barcode: IIIIIIIIII
 Cultivator: SOME GROWER, LLC
 Cultivator License No. 12345
 TEST: THCA: 18.48%, THC 16.6%, CBD: .06%
 METRC ID#: 1A1234567890



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):

All employees will be trained in the recognition of valid and acceptable identification per SOA regulations governing acceptable forms of identification. See 3 AAC 306.350(a)&(b). Employees will take the following steps to ensure valid identification has been produced prior to any entry into the retail store as follows: Make certain ID has not expired and person is over 21 years of age; request ID be removed from wallet or purse or anything with a cover over it; take physical control of the ID; check the date of birth; ensure ID has not been tampered with; look for any material changes to ID. See continued response.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

7.2. The video surveillance and camera recording system for the licensed premises covers each point-of-sale area.

Initials

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:

Prior to deeming marijuana as waste, we will notify the AMCO 3 days in advance in writing. Once the MCB has been notified, product awaiting disposal will be separated and stored in our secure waste storage area. Our secure waste storage is secured and monitored in compliance to 3 AAC 306.715 and 3 AAC 306.720, utilizing commercial steel-doors with key code/fingerprint locking mechanisms and high definition surveillance cameras. Upon approval, any marijuana waste, including expired marijuana products will be ground and mixed with organic material consisting of household waste, paper, food, coffee grounds, leaves, grass clippings etc. to produce a final waste product that is no more than 50% marijuana product. Once marijuana product is reconciled to be unusable for any and all intended purposes, we will transfer the waste to our on-site secured dumpster to await final disposal. Upon final disposal, we will record the final destination of said waste, in accordance with 3 AAC 306.740(c)(2), and store these records in our secure office in compliance with 3 AAC 306.755.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

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.

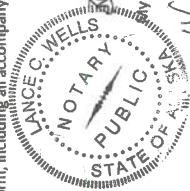
Initials

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

David Parker

Printed name of licensee



Subscribed and sworn to before me this 14 day of July 2020.

[Form MJ-03] [rev 11/07/2017]

License # 23810

Received 7/14/2020

Received 7/14/2020

License # 23810

[Form MJ-03] [rev 11/07/2017]

Received 7/14/2020

License # 23810

[Form MJ-03] [rev 11/07/2017]

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**Form MJ-03: Retail Marijuana Store Operating Plan Supplemental**

(Additional Space as Needed):

2.1 Response Cont'd:

Incoming marijuana or marijuana products received in bulk will be repackaged physically and within METRC, and will accordingly be labeled before imported into our POS system and becoming available for sale. Each time a bulk package is opened or repackaged, weights will be taken at the beginning and end of the process. Internal logs will be kept and variance due to moisture loss will be kept in Internal logs; adjusted, noted, and accounted for in METRC. Any waste will be noted in waste logs as well, and reported to AMCO via email three days before destroying and disposing of the waste material. Unpackaged quantities of bulk marijuana and/or marijuana product will remain locked in secure storage, consistent with our operating plan. METRC package tags will remain physically attached to the vessel containing bulk marijuana associated with each tag. Incoming marijuana or marijuana product which has been prepackaged prior to its arrival at our facility will have the labeling double checked for compliance before being made available for retail sale. Product will then be added to inventory within the point of sale system, and may have additional, POS specific, labeling/sku added. Upon entering the establishment, a customer will immediately be asked to present ID. Once their ID has been checked they will select product from a menu, be given an opportunity to view or sniff the product before purchasing. Products will be placed in AMCO compliant exit packaging before leaving our facility. All sales will be entered through our point of sale system, and will be reported through METRC, daily.

Each drawer will be closed at the end of each shift and the proceeds from each shift and day will be verified against accountability reports generated by our POS. At the end of each day, the day will be closed out within our POS. Within 24 hours of the closure of a business day, our sales data will be uploaded to METRC. Routine internal audits will be conducted- verifying accuracy between METRC, our POS, and product on hand. Inventory of prepackaged products will occur each night at the close of the shift and/or each morning before opening on internal forms, i.e. shift reports. Retail operations are anticipated to begin at 10am until as late as 12:00 a.m., 7 days a week.

3.1 Cont'd: Employees will look for signs of Impairment to include but not limited to:

- watery eyes ,
- slurred speech,
- blood shot or red eyes,
- glassy eyes which may have trouble staying open,
- their gait,
- coordination. This list is not exhaustive. If any of the above signs or any others are identified, they will be asked to leave the premises and no sales will occur. This facility implements a zero tolerance for non-compliant behavior on our licensed premises. Our policy requires that all personnel be trained on how to identify a person who is under the influence of an alcoholic beverage, inhalant, or controlled substance as set forth above. Any person(s) who are suspected of being in violation of 3 AAC306.310(a)(2) will be asked to vacate the premises and will be notified that non compliance will result in a trespassing charge in which local law enforcement will be notified.

7.1 Cont'd response:

A book/pamphlet of all legal ID's for all 50 states will also be used to include Canada should any questions arise surrounding its authenticity. If questions surround its authenticity, age verification etc. the person will not be admitted in to the facility and will be told to leave the premises immediately.

**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:	Fat Tops LLC	License Number:	23810
License Type:	Retail Marijuana Store		
Doing Business As:	FAT TOPS LLC		
Premises Address:	35975 Kenai Spur Hwy.		
City:	Soldotna	State:	AK
		ZIP:	99669

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: 12/19/2019

End Date: 1/3/2020

Other conspicuous location: United States Post Office - Soldotna, AK

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Dave Parker
Signature of licensee

Dave Parker
Printed name of licensee



Notary Public in and for the State of Alaska
My commission expires: 07-15-2021

Subscribed and sworn to before me this 18 day of January, 202020



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:	Fat Tops LLC	License Number:	23810
License Type:	Retail Marijuana Store		
Doing Business As:	FAT TOPS LLC		
Premises Address:	35975 Kenai Spur Hwy.		
City:	Soldotna	State:	AK
		ZIP:	99669

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: 1/18/2020
 Name/Title of LG Official: Charlie Purse, Mayor Name/Title of LG Official 2: James Baisten, Chief of Staff
 Community Council: Soldotna City Hall Date Submitted: 1/18/2020
 (Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.



Signature of licensee

Dave Parker

Printed name of licensee

Subscribed and sworn to before me this 18 day of January, 2020.

[Form MJ-08] (rev 01/10/2018)

Page 1 of 1

AMCO Received 1/18/2020



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:	Fat Top LLC	License Number:	23810
License Type:	Marijuana Retail Store		
Doing Business As:	FAT TOPS LLC		
Premises Address:	35975 Kenai Spur Hwy.		
City:	Soldotna	State:	AK
		ZIP:	99669

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	Dave Parker	Date of Birth:	
Title:	Owner		
SSN:			

[Form MJ-09] (rev 09/27/2018)

Page 1 of 2

AMCO Received 1/18/2020



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

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

Dave Parker

Printed name of licensee


Notary Public in and for the State of Alaska

My commission expires: 07-15-2021

Subscribed and sworn to before me this 18 day of January, 2020



Department of Commerce, Community, & Economic Development

Alcohol & Marijuana Control Office

License #23810
Initiating License Application
11/21/2019 1:44:54 PM

License Number: 23810

License Status: New

License Type: Retail Marijuana Store

Doing Business As: FAT TOPS, LLC

Designated Licensee: 1042820

Local Government: Kenai Peninsula Borough

Community Council:

Latitude, Longitude: 60.502000, -151.076000

Physical Address: 35975 Kenai Spur Hwy.

Soldotna, AK 99669

UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10041733

Alaska Entity Name: FAT TOPS, LLC

Phone Number: 907-953-2470

Email Address: daveparker907@gmail.com

Mailing Address: P.O. Box 1462

Sterling, AK 99672

UNITED STATES

Entity Official #1

Type: Individual

Name: Dave Parker

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-953-2470

Email Address: daveparker907@gmail.com

Mailing Address: P.O. Box 1462

Sterling, AK 99672

UNITED STATES

Note: No affiliates entered for this license.

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT is made this 1st day of October, 2019, by and between Russell Turgeon (hereinafter "Lessor") and David Parker, FAT TOPS LLC (hereinafter "Lessee"), as follows:

1. **PREMISES.** Lessor hereby leases to Lessee, and Lessee does hereby lease from Lessor, a portion of the property located at 35975 Kenail Spur Hwy, which legal description is attached hereto as Exhibit A (the "Premises"). In particular, Lessee shall have that portion of the Premises identified as follows:
2. **PURPOSE.** The Premises is to be used for the purpose of any lawful business operation, and activities incident thereto. The Premises shall be used for no other purpose without the written consent of Lessor. Lessee shall not use the Premises for illegal or unsafe purposes.
3. **TERM.** The term of the Lease shall be 1 (One) years beginning the 1st day of October, 2019, and ending the 30th day of September, 2020. Tenant may exercise up to 4 additional One year options for premises and must notify Lessor in writing no later than 60 days prior to the expiration of the expiring lease period.
4. **RENT.** Lessee shall pay Lessor Two Thousand Nine Hundred forty Dollars (\$2940.00) in advance on the first day of each month. The Rent will increase in each option period by five percent (5%) annually on the anniversary of the Lease. Lessee shall also be responsible for payment of all electricity and gas used at the Premises, as well as property tax and property insurance. Failure to pay the electricity shall constitute failure to pay rent. All late fees and other liquidated damages associated with failure to pay rent shall apply.
5. **SECURITY DEPOSIT.** As a security deposit, Lessee has paid to Lessor the sum of \$2800, the receipt of which is hereby acknowledged. If Lessee fully complies with all provisions of this Lease, the amount shall be returned to Lessee within ten (10) days after expiration of the Lease term and vacation of the Premises.
6. **REPAIRS.** The Premises have been inspected and are accepted by Lessee in its present condition. Lessee will at all times keep the Premises neat, clean and in a sanitary condition. All repairs shall be at Lessee's sole cost and expense.
7. **INSURANCE.** Lessee shall maintain General Liability Insurance Protection Policy of up to One Million Dollars (\$1,000,000) for any and all damage claims related to property or personal injury claims by third parties. It shall also carry standard policy fire and other catastrophic insurance. Lessee shall name Lessor as an additional insured and provide proof of insurance to Lessor.
8. **ACCEPTANCE OF PREMISES.** Lessee accepts the Premises subject to all local, state and federal laws, regulations and ordinances. Lessor makes no representation or warranty that the Premises are now or in the future will be suitable for Lessee's use. Lessee has made its own investigation regarding all applicable laws and does not rely on any representations or statements of Lessor or any of its agents or representatives. Lessor shall be

AMCO

MAR 16 2020

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entitled to retake the Premises in the event any governmental entity shuts down or challenges the operation of Lessee's business during the term of this Lease.

9. **WASTE.** Lessee will permit no waste, damage or injury to the Premises and at Lessee's own cost and expense, will keep all drainage pipes free and clear and will protect water, heating and other pipes so that they will not freeze or become clogged.

10. **ACCIDENTS.** All personal property kept on the Premises shall be at the risk of Lessee. Lessor shall not be liable for any damage, either to any person or property, sustained by Lessee, any invitees, employees or customers, caused by any current or future defect in the Premises, any part becoming in need of repair, caused by fire, or from any accident in and about said Premises. Lessee further agrees to defend, indemnify and hold Lessor harmless from any and all claims for damages suffered or alleged to be suffered in or about the Premises by any third person.

11. **LIENS AND INSOLVENCY.** Lessee shall keep the Premises free from liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Should Lessee become insolvent, file voluntarily or be forced into involuntarily bankruptcy proceedings, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lease, Lessor may cancel this Lease at its option.

12. **ACCESS.** Lessor shall have 24-hour access to the Premises. Lessee will allow Lessor free access at all reasonable times to the Premises for inspection or making repairs, additions or alterations, but the right shall not be construed as an agreement by the Lessor to make any repairs.

13. **FIRE AND OTHER CASUALTY.** Should the Premises be destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same untenable in a substantial part, it shall be optional for Lessor to rebuild or repair the same, or terminate this Lease.

14. **SIGNS.** All signs or symbols placed on the Premises by Lessee shall be subject to the prior approval of Lessor.

15. **ALTERATIONS.** Lessee shall not make any alteration, addition or improvement to the Premises, without the written consent of Lessor. All alterations, additions and improvements shall be at the sole cost and expense of Lessee, and shall become the property of Lessor and be surrendered with the Premises at the termination of this Lease, unless Lessor requests that they be removed. Lessee agrees to comply with all laws, ordinances, rules and regulations of the pertinent and authorized public authorities. Lessee further agrees to save Lessor free and harmless from damage, loss or expense arising out of the work. Specifically, any item attached in any fashion to the Premises shall remain on the Premises upon termination or expiration of the Lease. Lessee may not change any locks on the Premises. An unauthorized change of locks by Lessee shall be considered a basis upon which Lessor may terminate the Lease.

16. **HAZARDOUS MATERIALS:** Lessee shall not use, store, generate, release or dispose of any hazardous material on the Premises. However, Lessee is permitted to make sure of such materials that are required to be used in the normal course of its business provided that Lessee complies with all applicable laws. Lessee is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Lessee, and will hold Lessor harmless from any claims or liabilities arising therefrom, including but not limited to, reimbursement of Lessor's attorney's fees and costs. Lessee shall have no responsibility for

AMCO

MAR 16 2020

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any liability resulting from any hazardous materials placed or left on the property prior to Lessee's occupancy of the Premises.

17. **DEFAULT AND RE-ENTRY.** If Lessee defaults under any of this Agreement's terms, Lessor will give to Lessee a written notice of the default. Lessee has three (3) business days from receipt of this notice to cure the default. If Lessee does not cure the default, Lessor may cancel this Lease upon giving notice required by law and re-enter the Premises. Notwithstanding such re-entry by Lessor, the liability of Lessee for the rent shall not be extinguished for the balance of the Lease term and Lessee agrees to reimburse Lessor any deficiency arising from a re-entry and re-letting of the Premises.

18. **LATE CHARGES.** Lessee acknowledges that either late payment of rent or issue of NSF check may cause Lessor to incur costs and expenses. If any rent payment is not received by Lessor within five (5) calendar days after it is due, or if a check is returned NSF, Lessee shall pay to Lessor a fifteen percent (15%) late fee, plus eighteen percent (18%) interest per annum on the delinquent amount, and One Hundred Dollars (\$100.00) as a NSF fee for any returned checks. Any late charge, delinquent interest, or NSF fee shall be paid with the current installment of rent. Lessor's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Lessee. Lessor's right to collect a late charge or NSF fee shall not be deemed an extension of the date rent is due or prevent Lessor from exercising any other rights and remedies under this Lease or allowable by law. Lessor and Lessee acknowledge that the late fee is a reasonable liquidated damage based on the estimate of additional administrative and other possible expenses resulting from a default and the nature of this Lease.

19. **VACATING PREMISES.** Lessee agrees that at the expiration or sooner termination of this Lease, Lessee will quit and surrender the Premises without notice, and in a neat and clean condition, and shall deliver all keys belonging to said premises to Lessor. Lessor shall have the right to show the Premises to interested parties ninety (90) days prior to the expiration of this Lease.

20. **ASSIGNMENT.** Lessee shall not let or sublet the Premises or assign this Lease without the prior written consent of Lessor.

21. **COSTS AND ATTORNEY'S FEES.** In the event a lawsuit or other action is brought regarding the obligations contained in this Lease, the substantially prevailing party shall be entitled to reimbursement of its reasonable attorney's fees and costs incurred in the action from the non-prevailing party.

22. **NON-WAIVER OF BREACH.** The failure of Lessor to insist upon strict performance of any of the covenant of this Lease shall not be construed as a waiver or relinquishment of any such right and the same shall remain in full force and effect.

23. **REMOVAL OF PROPERTY.** Should Lessor re-enter the Premises after a default by Lessee, Lessor shall have the right, but not the obligation, to remove all of Lessee's personal property and may store the same in any place selected by Lessor at the expense and risk of the owners. Lessor shall have the right to sell such stored property, without notice to Lessee. After it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Lessee.

AMCO

3

MAR 16 2020

24. **INDEMNIFICATION.** Lessee shall indemnify, defend and hold Lessor harmless from all claims, disputes, litigations, judgments, liabilities and attorney's fees and costs arising out of Lessee's use of the Premises.

25. **HEIRS AND SUCCESSORS.** Subject to the provisions hereof pertaining to assignment and subletting, this Lease shall be binding upon the heirs, legal representatives, successors and assigns of any or all of the parties hereto.

26. **HOLD-OVER.** This Lease shall terminate upon the expiration of the term provided for in Paragraph 3 and there shall be no right of Lessee to holdover its tenancy.

27. **NOTICES.** Any notice required to be served in accordance with the terms of this Lease shall be sent by registered mail to the addressees below.

Lessor:

Russ Tuagsoe
P.O. Box 6922
Seattle, WA 98168

Lessee:

Lessee agrees to respect the privacy and business needs of all co-tenants, including Lessor. Any discussions or meetings between the parties must be arranged in advance via e-mail. Lessee's failure to abide by this term shall constitute an offense by which this Lease may be terminated upon three (3) days notice. Impromptu meetings are unacceptable.

28. **MERGER.** All prior negotiations and agreements between the parties are merged within this document. Except as set forth herein, all prior negotiations and any possible verbal agreements are null and void. This Agreement may not be modified verbally, but must be memorialized in writing.

IN WITNESS WHEREOF the parties hereto have executed this Lease the day and year first above written.

LESSOR:

By: Russ Tuagsoe
10/1/19

LESSEE:

By: David R. Baker
Its: Fat Tops LLC
Member/Owner
David R. Baker, Individually

AMCO

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MAR 16 2020

ADDENDUM TO COMMERCIAL LEASE AGREEMENT

October 1, 2019

I, Russell Turgeon, the owner/Landlord of the property located at 35975 Kenai Spur Highway leased to Fat Tops Retail Store. Upon a possible default of the Lease, I will not remove or take possession of any Marijuana or Marijuana products left at the property and will notify AMCO Enforcement immediately.

[Signature]
10/1/19

Russell Turgeon

AMCO

MAR 16 2020

PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA,
STATE OF ALASKA

SS:

Jeff Hayden being first duly sworn, on oath deposes and says:

That I am and was at all times here in this affidavit mentions, Supervisor of Legals of the Sound Publishing / Peninsula Clarion, a newspaper of general circulation and published at Kenai, Alaska, that the advertisement, a printed copy of which is hereto annexed was published in said paper on the dates listed below:

NTC: Marijuana Store License
01/09/20
01/16/20
01/23/20

[Signature]

SUBSCRIBED AND SWORN before me on this

3rd day of January, 2020.

[Signature]

NOTARY PUBLIC in favor for the State of Alaska.

My commission expires 07-09-2021



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 Administrative Assistant (JS)

DATE: Monday, September 24, 2020

RE: Fat Tops, LLC– Retail Marijuana Store - New License 23810

Kenai Peninsula Borough Code 7.30.010 provides that the Assembly shall review and make recommendations to the state on applications for new licenses located within the Borough. Accordingly, the attached application filed by Fat Tops, LLC is being submitted to you for review and recommendation.

The Borough Finance Department reviewed the application and has no objection to the new license based on unpaid taxes. The Planning Commission reviewed the application at its Monday, August 24, 2020 meeting and has no objection to the new license based on the standards set forth in KPB 7.30.

RECOMMENDATION:

That the Assembly approves the issuance of a letter of non-objection to the Alcohol Marijuana Control Office regarding the new Retail Marijuana Store license as requested by **Fat Tops, LLC** 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.

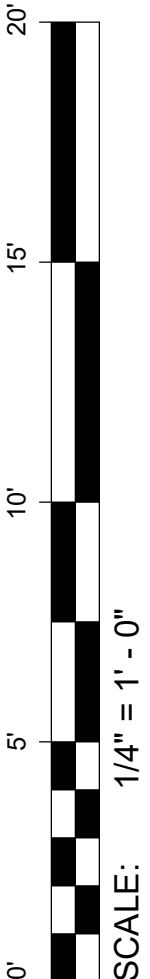
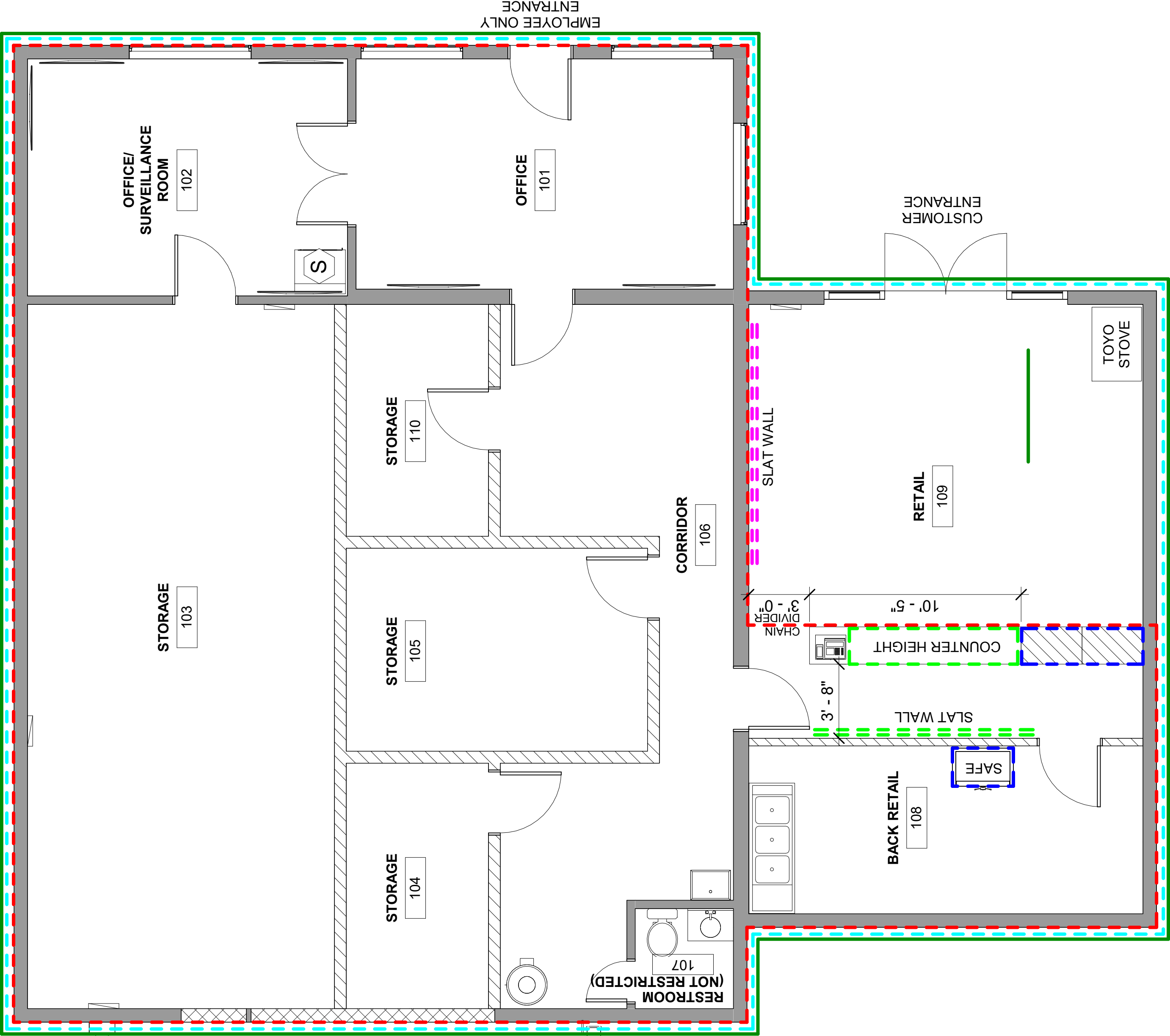


DIAGRAM 2 & 5

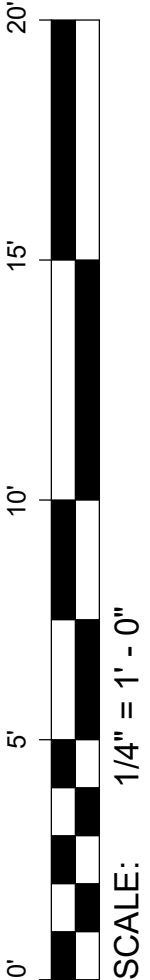
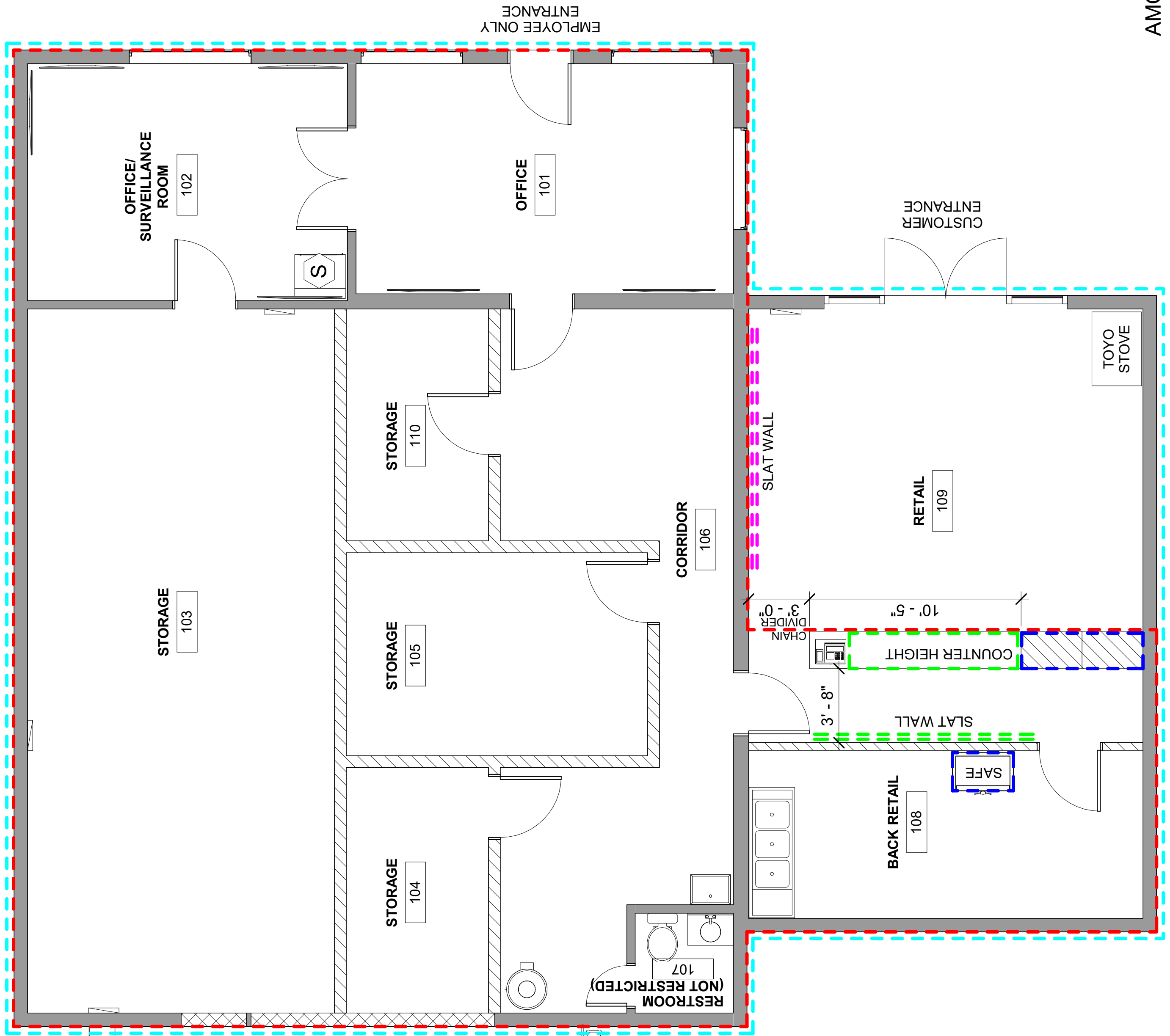


DIAGRAM 1

AMCO KEY

- LICENSED LAWFUL RIGHT TO POSSESSION
- PROPOSED LICENSED PREMISES
- SHELVING/DISPLAY W/ MARIJUANA
- SHELVING/DISPLAY NO MARIJUANA
- MARIJUANA STORAGE
- RESTRICTED ACCESS AREA
- SURVEILLANCE EQUIPMENT
- POS SYSTEM



DIAGRAM 4

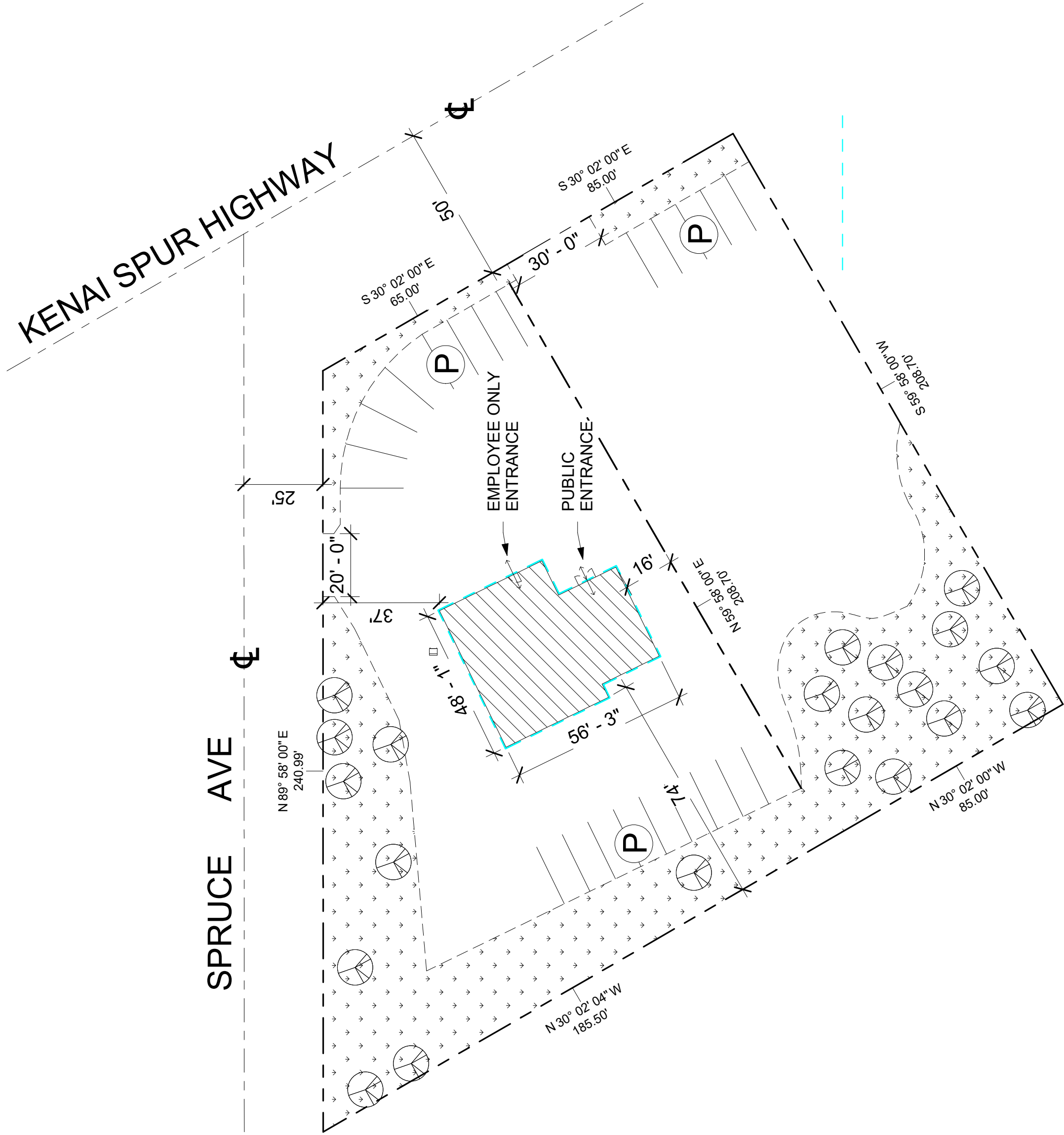
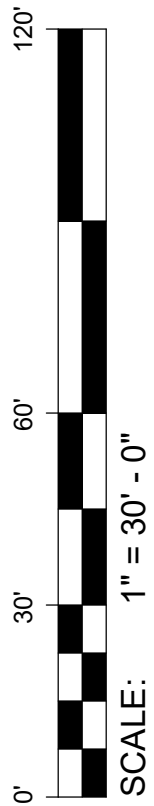


DIAGRAM 3



AMCO KEY

- LICENSED LAWFUL RIGHT TO POSSESSION
- PROPOSED LICENSED PREMISES
- SHELVING/DISPLAY W/ MARIJUANA
- SHELVING/DISPLAY NO MARIJUANA
- MARIJUANA STORAGE
- RESTRICTED ACCESS AREA
- SURVEILLANCE EQUIPMENT
- POS SYSTEM
- INGRESS & EGRESS
- PARKING



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.

Fat Tops, LLC

35975 Kenai Spur Highway, Soldotna, AK 99669; T 5N R 10W SEC 29 SEWARD
MERIDIAN KN 0000980 LANDE SUB LOT 1

Application for Retail Marijuana Store (License Number: 23810)


Signature

8/18/2020
Date

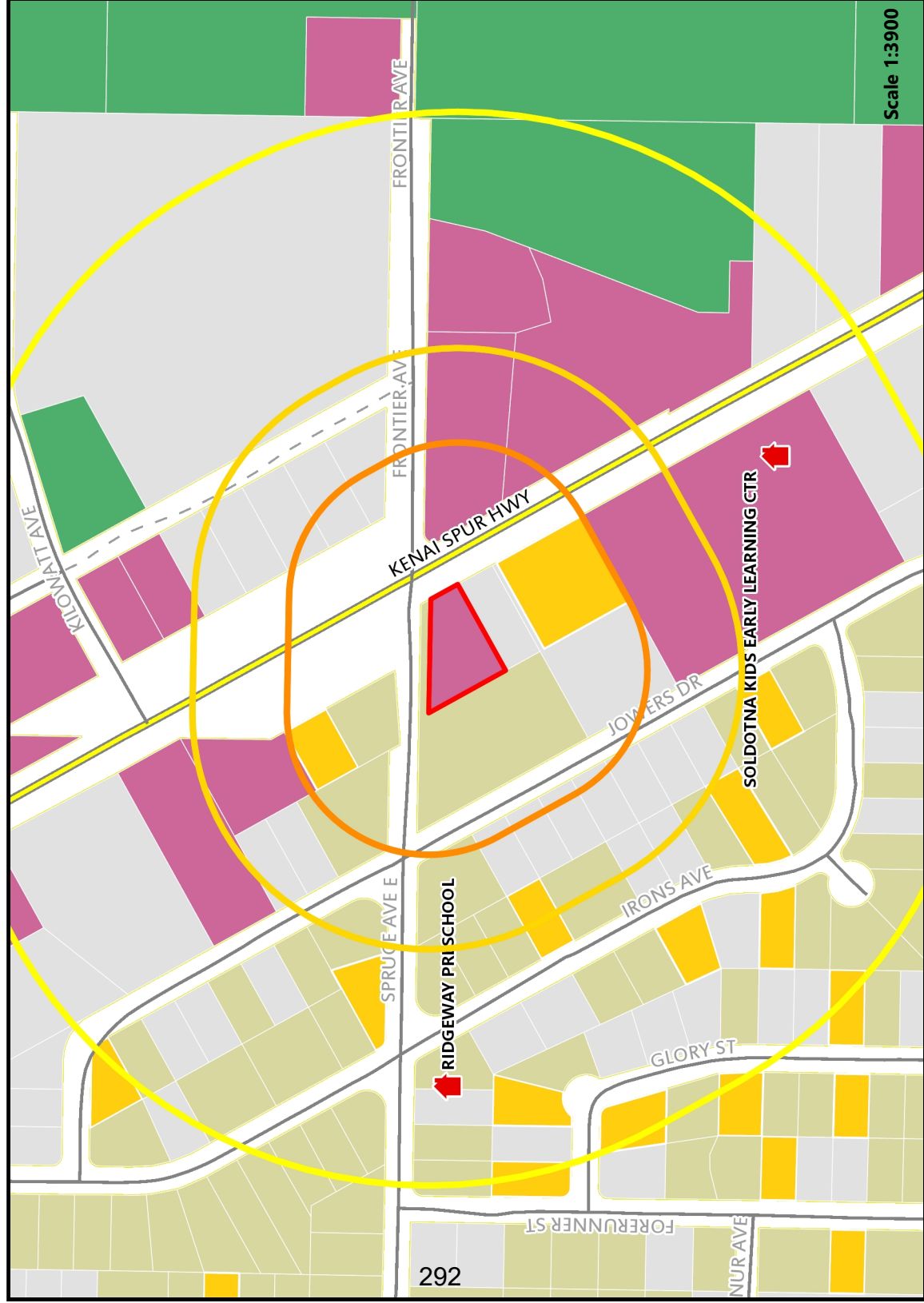
Please return completed form along with site development plan to the KPB Clerk's



Kenai Peninsula Borough Planning Department
Recommendation on State Application for Retail Marijuana Store

Applicant: Fat Tops, LLC
KPB Parcel ID: 05754018

Adjacent Land Use Map



- AMCO # 23810**
- 1000ft Radius
 - 500ft Radius
 - 300ft Notification Area
 - Parcel Boundary

- Land Usage in 1000ft radius**
- Accessory Building
 - 15 parcels
 - Commercial
 - 13 parcels
 - Industrial
 - 3 parcels
 - Residential
 - 46 parcels
 - Vacant
 - 45 parcels

Vicinity



Radii shown depict the distance 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 measured and depicted here.

The data displayed herein is neither a legally recorded map nor survey and should only be used for general reference purposes. It is not intended to be used for measurement. Kenai Peninsula Borough assumes no liability as to the accuracy of any data displayed herein. Original source documents should be consulted for accuracy verification.



Kenai Peninsula Borough Planning Department
Recommendation on State Application for Retail Marijuana Store

Applicant: Fat Tops, LLC

KPB Parcel ID: 05754018

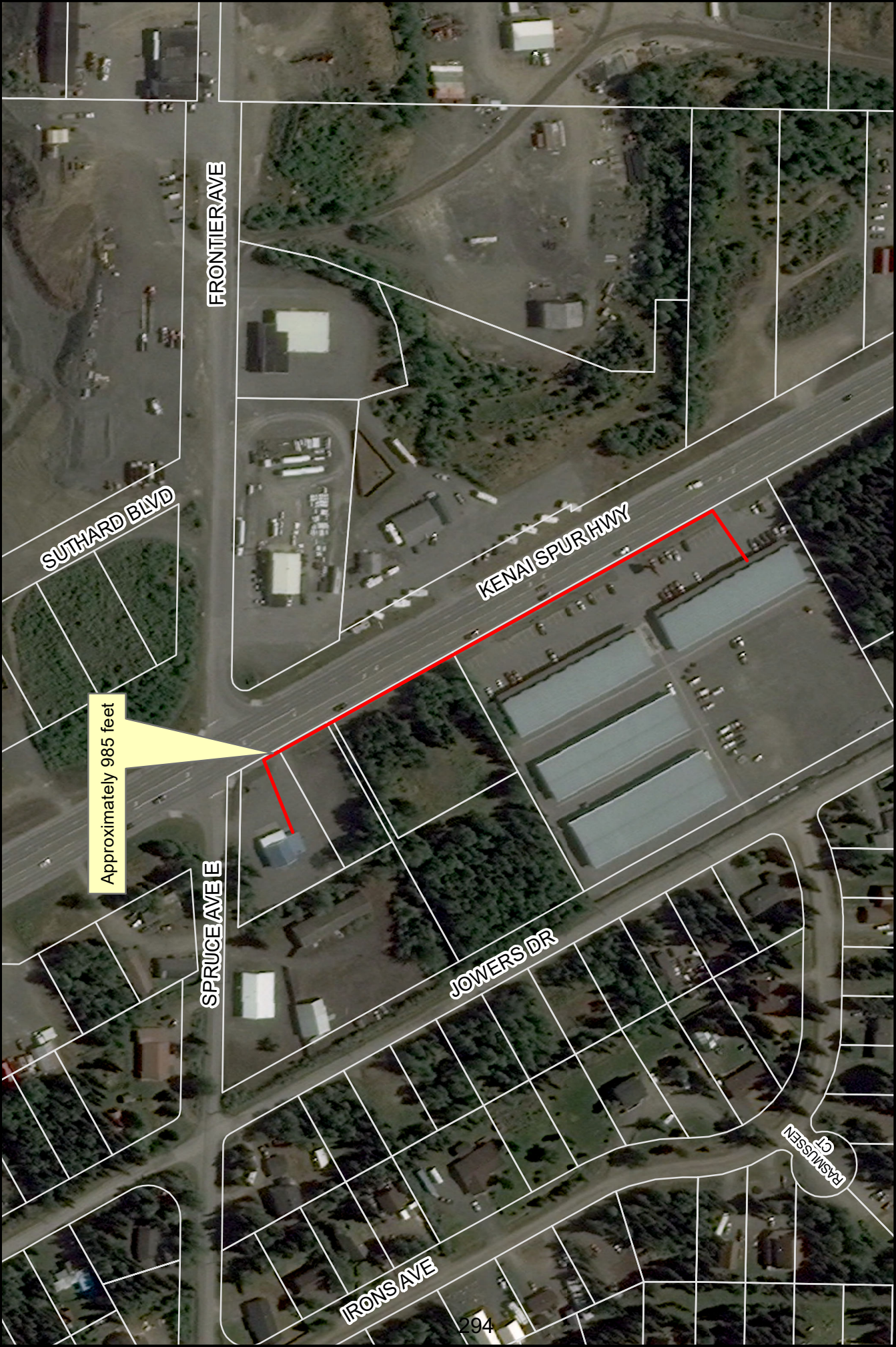
Aerial Imagery Map



Vicinity



Approximate distance to Soldotna Kids Early Learning Center



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

Imagery is from 2018



Date: 8/10/2020

Approximate distance to Ridgeway Preschool



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

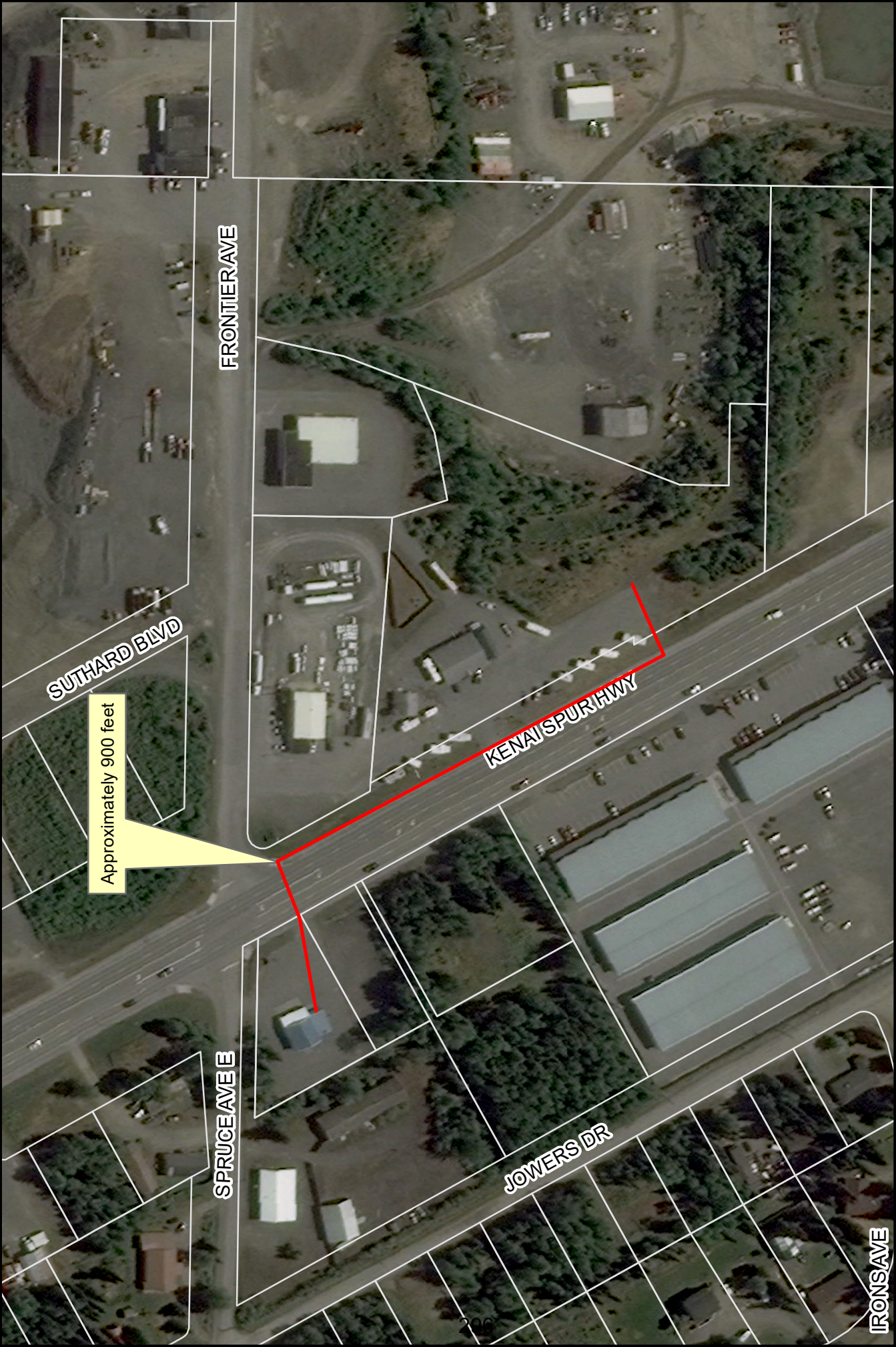


Imagery is from 2018



Date: 8/12/2020

Approximate distance to All American Training Center



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

Imagery is from 2018



Date: 8/10/2020

Kenai Peninsula Borough

Planning Department

MEMORANDUM

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

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

DATE: August 11, 2020

RE: Vacation of a 10 foot utility easement within Lot A-2, M. L. Stewart Homestead J King Addition (Plat KN 96-63) granted by M. L. Stewart Homestead Subdivision Tracts A, B & C (Plat KN 75-124); within Section 19, Township 5 North, Range 10 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-071V

KPB 20.70.110:

A vacation of a street right-of-way, public area, or public easement within the borough outside of the limits of cities may not be made without the consent of the borough assembly.

During their regularly scheduled meeting of August 10, 2020 the Kenai Peninsula Borough Planning Commission granted approval of the above proposed utility easement vacation

A draft copy of the unapproved minutes of the pertinent portion of the meeting and other related materials are attached.

August 10, 2020 Planning Commission Draft Meeting Minutes
August 10, 2020 Agenda Item G1 Meeting Packet Materials

From: [Mueller, Marcus](#)
To: [Shirnberg, Ann](#)
Subject: Re: Assembly Memo - UEV Needs Attention
Date: Tuesday, August 11, 2020 11:40:16 AM

Ann,

Looks good, go ahead and initial it on my behalf or forward it on without initial, as I am approving via this email.

Thank you
Marcus

Sent from my iPhone

> On Aug 11, 2020, at 12:43 PM, Shirnberg, Ann <ashirnberg@kpb.us> wrote:
>
>
> <[image001.png](#)>

accordance with the requirements of the Kenai Peninsula Borough Code of Ordinances, Chapter 21.20.250. A "party of record" is any party or person aggrieved by the decision where the decision has or could have an adverse effect on value, use, or enjoyment of real property owned by them who appeared before the planning commission with either oral or written presentation. Petition signers are not considered parties of record unless separate oral or written testimony is provided (KPB Code 21.20.210.A.5b1). An appeal must be filed with the Borough Clerk within 15 days of the notice of decision, using the proper forms, and be accompanied by the \$300 filing and records preparation fee. (KPB Code 21.25.100)

END OF STAFF REPORT

Chair Martin opened the meeting for public comment.

Chair Martin Seeing and hearing no one else wishing to comment, public comment was closed and discussion was opened among the committee.

MOTION: Commissioner Morgan motioned, seconded by Commissioner Fikes to adopt PC Resolution 2020-21 granting approval of a conditional land use permit to operate a sand, gravel or material site for Township 7 North, Range 11 West, Section 4, Seward Meridian, KN 2010077 Rappe-Gallant Subdivision Unit No. 5 Tract A-1C1, Kenai Recording District

MOTION PASSED BY MAJORITY VOTE:

Yes	8	No	0	Absent	2
Yes	Bentz, Carluccio, Ecklund, Fikes, Gillham, Morgan, Martin, Venuti				
No	None				
Absent	Brantley, Ruffner				

AGENDA ITEM G. UTILITY EASEMENT VACATIONS

1. Vacate the 10-foot-wide by approximately 687-foot-long utility easement within Lot A-2 M. L. Stewart Homestead J King Addition (Plat KN 96-63) granted by M. L. Stewart Homestead Subdivision Tracts A, B & C (Plat KN 75-124); within SW1/4 NW1/4 Section 19, Township 5 North, Range 10 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-071V

Staff report given by Scott Huff

STAFF REPORT

PC Meeting: August 10, 2020

Purpose as stated in petition: The 10' Utility Easement follows a former lot line that is not in use and is cumbersome to develop the lot.

Petitioners: Petitioner: Sue Ann, LLC of Soldotna, AK.

Location: Off Fish Trap Court and Cheechako News Drive in the Ridgeway area.

Notification: Notice of vacation mailings were sent by regular mail to 7 owners of property within 300 feet. Notice of the proposed vacation was emailed to 7 agencies and interested parties.

The public notice was posted on the Planning Department's bulletin board at the KPB Administration Building.

Comments Received:

HEA: No objection.

ENSTAR Natural Gas: No objection.

GCI: No objection.

ACS: No objection.

KPB Roads: n/a

SUPPORTING INFORMATION:

Nov. 24, 1975 – M. L. Stewart Homestead Tract A, B, and C was recorded. This plat created former Tract A and granted a 10-foot utility easement on the east and northeast boundaries.

Dec. 6, 1996 – M. L. Stewart Homestead J King Addition was recorded. This plat created Tract A-2, increasing the size of former Tract A from 5.6 acres to 6.8 acres by adding land from the unsubdivided remainder located to the north. The 10 foot by +/- 687-foot utility easement remained located on the former lot line.

The current utility easement is located within the northern portion Tract A-2.

No utilities are located within the easement.

No utility providers objected to the vacation of the utility easement.

No properties will be denied access to utilities as this utility easement is wholly within Lot A-2.

Findings:

1. ACS, ENSTAR, GCI, and HEA provided written non-objection to the proposed vacation.
2. M. L. Stewart Homestead Tracts A, B and C, Plat KN 75-124, granted a 10' wide utility easement adjoining the north boundary of former Tract A for 687.51' and the east boundary of former Tract A for 163.89'.
3. M L Stewart Homestead J King Addition, KN 96-63, subdivided Tract A, KN 75-124 and a portion of another parcel, creating Lot A-2, KN 96-63.
4. KN 96-63 carried forward the 10' utility easement on the former north boundary of Tract A
5. The current easement is located within the upper middle portion of Lot A-2, KN 96-63 and not on a parcel boundary.
6. No surrounding properties will be denied utilities.

Staff reviewed the vacation request and recommends granting approval with Findings 1 - 6 supporting the vacation request.

STAFF RECOMMENDATION: Based on the above means of evaluating public necessity established by KPB 20.70, the merits of the proposed vacations, and staff findings, staff recommends approval of the vacations as petitioned, subject to:

1. Consent by KPB Assembly
2. Finalize the approval of the vacation by either
 - a. Submittal of a final plat within a timeframe such that the plat can be recorded within one year of vacation consent (KPB 20.70.130).
OR
 - b. Recording of a resolution within 90 days of adoption of the resolution by the Planning Commission, with the following requirements
 - i. Provide a sketch, prepared by a licensed land surveyor, clearly indicating the portion of the utility easement being vacated to be recorded with KPB Planning Commission Resolution 2020-18, becoming Page 2 of 2.
 - ii. The applicants will provide the recording fee for the resolution and its attachment to the Planning Department.
 - iii. The Planning Department is responsible for filing the Planning Commission resolution.

KPB 20.70.110:

A vacation of a street right-of-way, public area, or public easement within the borough outside of the limits of cities may not be made without the consent of the borough assembly.

The assembly shall have 30 calendar days from the date of approval in which to veto the planning commission decision. If no veto is received by the planning director within the specified period, the borough shall be considered to have given consent to the vacation.

KPB 20.70.120:

- A. Denial of a vacation petition is a final act for which no further consideration shall be given by the Kenai Peninsula Borough.
- B. Upon denial by the planning commission, no reapplication or petition concerning the same vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed.

END OF STAFF REPORT

Chair Martin seeing and hearing no one wishing to comment, public comment was closed and discussion was opened among the committee.

MOTION: Commissioner Ecklund motioned, seconded by Commissioner Venuti to adopt PC Resolution 2020-18 granting approval to vacate a 10-foot utility easement within Lot A-2, M.L. Steward Homestead J King Addition (Plat KN 96-63) granted by M.L. Stewart Homestead Subdivision Tracts A, B & C (Plat KN 75-124); within Section 19, Township 5 North, Range 10 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough.

MOTION PASSED BY MAJORITY VOTE:

Yes	8	No	0	Absent	2
Yes	Bentz, Carluccio, Ecklund, Fikes, Gillham, Morgan, Martin, Venuti				
No	None				
Absent	Brantley, Ruffner				

AGENDA ITEM H. ANADROMOUS WATERS HABITAT PROTECTION DISTRICT

1. A Conditional Use Permit is sought pursuant to KPB 21.18 to permit a water well within the 50-foot Habitat Protection District (HPD) of the Kenai River. KPB Planning Commission Resolution 2020-17

Staff report given by Nancy Carver.

STAFF REPORT

PC MEETING: 10 August, 2020

Applicant: Ronald Maddox
PO Box 553
Sterling, AK 99672

Physical Address: 35217 Betty Lou Dr., Sterling, AK 99672

Legal Description: Section 23, Township 5N, Range 9W, SM KN 0001129 Bolstridge Kenai River Subdivision Lot 11

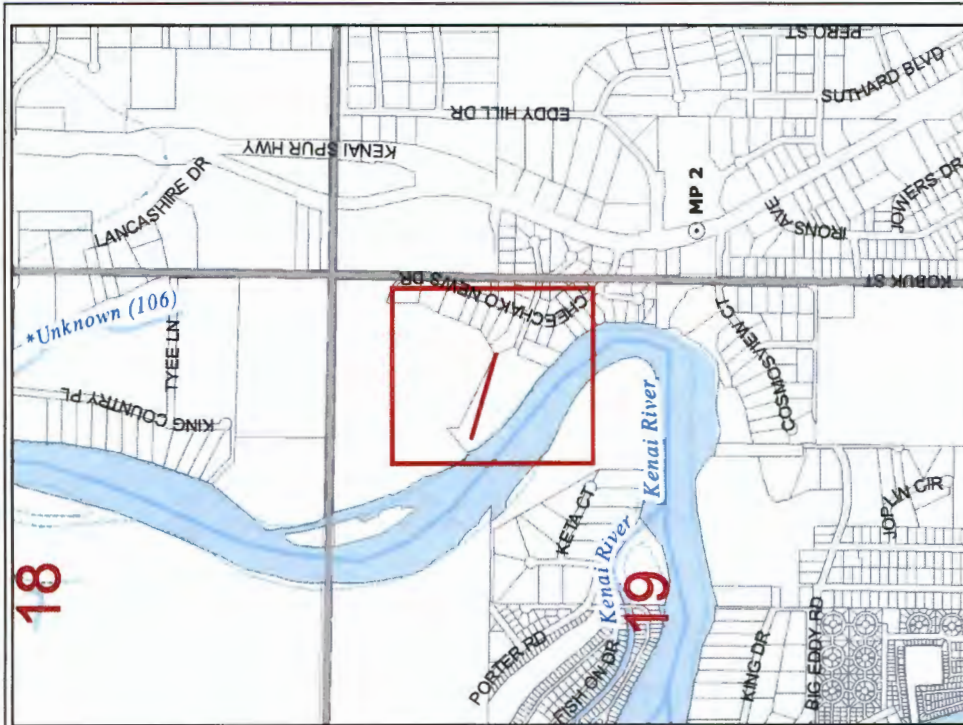
KPB Parcel Number: 063-170-19

Background Information

The purpose of this project is to permit a well within the 50-foot Habitat Protection District (HPD) of the Kenai River.

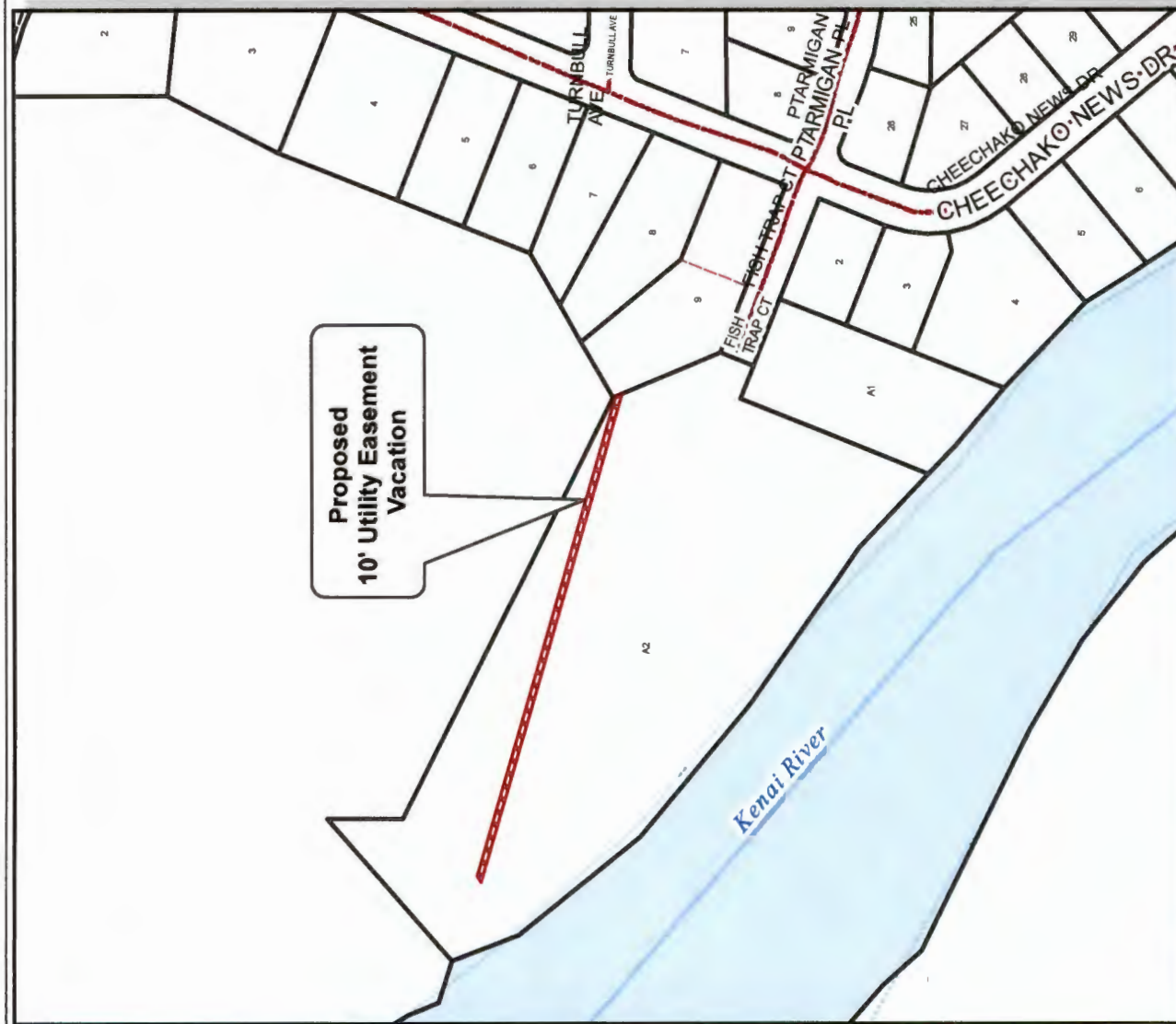
G. UTILITY EASEMENT VACATIONS

- 1. Vacate a 10 foot utility easement within Lot A-2, M. L. Stewart Homestead J King Addition (Plat KN 96-63) granted by M. L. Stewart Homestead Subdivision Tracts A, B & C (Plat KN 75-124); within Section 19, Township 5 North, Range 10 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-071V.**



**KPB 2020-071V
S19 T05N R10W
RIDGEWAY**

PClements, KPB
Date: 7/16/2020



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





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



Aerial View



Utility Easement Vacation

PClements, KPB
Date: 7/16/2020
Imagery: Kenai River 2010

AGENDA ITEM G. **UTILITY EASEMENT VACATIONS**

1. Vacate the 10-foot-wide by approximately 687-foot-long utility easement within Lot A-2 M. L. Stewart Homestead J King Addition (Plat KN 96-63) granted by M. L. Stewart Homestead Subdivision Tracts A, B & C (Plat KN 75-124); within SW1/4 NW1/4 Section 19, Township 5 North, Range 10 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-071V

STAFF REPORT

PC Meeting: August 10, 2020

Purpose as stated in petition: The 10' Utility Easement follows a former lot line that is not in use and is cumbersome to develop the lot.

Petitioners: Petitioner: Sue Ann, LLC of Soldotna, AK.

Location: Off Fish Trap Court and Cheechako News Drive in the Ridgeway area.

Notification: Notice of vacation mailings were sent by regular mail to 7 owners of property within 300 feet. Notice of the proposed vacation was emailed to 7 agencies and interested parties.

The public notice was posted on the Planning Department's bulletin board at the KPB Administration Building.

Comments Received:

HEA: No objection.

ENSTAR Natural Gas: No objection.

GCI: No objection.

ACS: No objection.

KPB Roads: n/a

SUPPORTING INFORMATION:

Nov. 24, 1975 – M. L. Stewart Homestead Tract A, B, and C was recorded. This plat created former Tract A and granted a 10-foot utility easement on the east and northeast boundaries.

Dec. 6, 1996 – M. L. Stewart Homestead J King Addition was recorded. This plat created Tract A-2, increasing the size of former Tract A from 5.6 acres to 6.8 acres by adding land from the unsubdivided remainder located to the north. The 10 foot by +/- 687-foot utility easement remained located on the former lot line.

The current utility easement is located within the northern portion Tract A-2.

No utilities are located within the easement.

No utility providers objected to the vacation of the utility easement.

No properties will be denied access to utilities as this utility easement is wholly within Lot A-2.

Findings:

1. ACS, ENSTAR, GCI, and HEA provided written non-objection to the proposed vacation.
2. M. L. Stewart Homestead Tracts A, B and C, Plat KN 75-124, granted a 10' wide utility easement adjoining the north boundary of former Tract A for 687.51' and the east boundary of former Tract A for 163.89'.

3. M L Stewart Homestead J King Addition, KN 96-63, subdivided Tract A, KN 75-124 and a portion of another parcel, creating Lot A-2, KN 96-63.
4. KN 96-63 carried forward the 10' utility easement on the former north boundary of Tract A
5. The current easement is located within the upper middle portion of Lot A-2, KN 96-63 and not on a parcel boundary.
6. No surrounding properties will be denied utilities.

Staff reviewed the vacation request and recommends granting approval with Findings 1 - 6 supporting the vacation request.

STAFF RECOMMENDATION: Based on the above means of evaluating public necessity established by KPB 20.70, the merits of the proposed vacations, and staff findings, staff recommends approval of the vacations as petitioned, subject to:

1. Consent by KPB Assembly
2. Finalize the approval of the vacation by either
 - a. Submittal of a final plat within a timeframe such that the plat can be recorded within one year of vacation consent (KPB 20.70.130).
 - OR
 - b. Recording of a resolution within 90 days of adoption of the resolution by the Planning Commission, with the following requirements
 - i. Provide a sketch, prepared by a licensed land surveyor, clearly indicating the portion of the utility easement being vacated to be recorded with KPB Planning Commission Resolution 2020-18, becoming Page 2 of 2.
 - ii. The applicants will provide the recording fee for the resolution and its attachment to the Planning Department.
 - iii. The Planning Department is responsible for filing the Planning Commission resolution.

KPB 20.70.110:

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The assembly shall have 30 calendar days from the date of approval in which to veto the planning commission decision. If no veto is received by the planning director within the specified period, the borough shall be considered to have given consent to the vacation.

KPB 20.70.120:

- A. **Denial of a vacation petition is a final act for which no further consideration shall be given by the Kenai Peninsula Borough.**
- B. **Upon denial by the planning commission, no reapplication or petition concerning the same vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed.**

END OF STAFF REPORT

**KENAI PENINSULA BOROUGH PLANNING COMMISSION
RESOLUTION 2020-18
KENAI RECORDING DISTRICT**

Vacate the 10-foot-wide by approximately 687-foot-long utility easement within Lot A-2 M. L. Stewart Homestead J King Addition (Plat KN 96-63) granted by M. L. Stewart Homestead Subdivision Tracts A, B & C (Plat KN 75-124); within SW1/4 NW1/4 Section 19, Township 5 North, Range 10 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-071V

WHEREAS, Sue Ann, LLC of Soldotna, AK requested the vacation of the 10-foot-wide by approximately 687-foot long utility easement within Lot A-2, M. L. Stewart Homestead J King Addition (Plat KN 96-63); and

WHEREAS, affected utility companies provided written non-objection to the proposed vacation; and

WHEREAS, per the petition, the easement is not in use by any utility companies; and

WHEREAS, the proposed vacation will not deny utility easement(s) to surrounding properties; and

WHEREAS, on August 10, 2020, the Kenai Peninsula Borough Planning Commission considered the background information, all comments received, and recommendations from KPB Planning Department staff regarding the proposed vacation; and

WHEREAS, the Planning Commission has found that vacating the utility easement will not be detrimental to the public interest; and

WHEREAS, 20.70.140 of the Kenai Peninsula Borough Code of Ordinances authorizes the Planning Commission to accomplish vacations by Resolution.

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

Section 1. The 10 foot wide by approximately 687-foot long utility easement shown as adjoining the former lot line within Lot A-2 M L Stewart Homestead J King Addition (Plat KN 96-63), is hereby vacated.

Section 2. That a sketch, prepared by a licensed surveyor, showing the location of the portion of the utility easement being vacated be attached to, and made a part of this resolution, becoming Page 2 of 2.

Section 3. That this resolution is eligible for recording upon being signed by the Planning Commission chairperson and will be deemed void if not recorded within 90 days of adoption.

Section 4. That this Resolution becomes effective upon being properly recorded with petitioner being responsible for payment of recording fee.

ADOPTED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA BOROUGH ON THIS 10th DAY OF AUGUST 2020.

Blair J. Martin, Chairperson
Planning Commission

ATTEST:

Ann Shirnberg
Administrative Assistant

Return to:
Kenai Peninsula Borough Planning Department
144 North Binkley Street
Soldotna, Alaska 99669



SCALE 1" = 1 MI

TSN. R10W
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● FOUND 5/8" Steel Rod
⊕ Found 1/2" Rebar
○ Set 5/8" Rebar

UNSUBDIVIDED
REMAINDER
102. AC. M/L

LOT A-2
6.817 ACRES

LOT 10
BIG EDDY
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4. Front 10 feet of building setback is also a utility easement and the utility setback is within 5 feet of side lot line.
5. Lots within the subdivision may be located adjacent to the Kenai River. The owner of the lot shall be responsible for obtaining a permit from the Kenai Peninsula Borough Planning Commission for any structure or improvement within the setback of the Kenai River. The setback shall be measured from the right-of-way line as shown on the plat. The setback shall be approved by the appropriate Planning Commission.

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WASTEWATER DISPOSAL : CONDITIONS MAY NOT BE SUITABLE FOR ONSITE WASTEWATER TREATMENT AND DISPOSAL. ANY WATER TREATED WASTEWATER TREATMENT OR DISPOSAL SYSTEM MUST BE DESIGNED BY A REGISTERED ENGINEER AND APPROVED BY THE DEPARTMENT PRIOR TO CONSTRUCTION. ALL WASTE DISPOSAL SYSTEMS MUST MEET THE REGULATORY REQUIREMENTS OF THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION.

CERTIFICATE OF OWNERSHIP and DEDICATION

I hereby certify that I am the owner of real property shown and described hereon and that I hereby dedicate this land to public use and grant all easements to use shown.

Nikishka Stewart
NIKISHKA LEA STEWART

Notary's Acknowledgement

Subscribed and sworn before me on this 6th day of November 1998, for *Nikishka Stewart*

Tobias F. Lada
NOTARY PUBLIC FOR Alaska
MY COMMISSION EXPIRES 5/10/99

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION IN ACCORDANCE WITH KENAI PENINSULA BOROUGH SUBDIVISION REGULATIONS.

Dec 3 1998
EDM FORBES BROUGH

Michael A. Swann
Notary Public



KPB 2020-071V

SWAN SURVEYING
P.O. Box 987
SOLDOTNA, AK 99669
PHONE 907-262-1014

DATE SURVEYED NOV. 1998	SCALE 1" = 100'	DRAWN MAS
K.P.B. REG. NO. 98-252	AK. NO. 3680	EDM RECORDING DISTRICT

VICINITY MAP
SCALE 1" = 1 Mile



NOTES

All data on this plat is based on adjacent property surveys of record within the M.L. Stewart homestead, except Tract A, and no field survey was made by me on this date.

All bearings refer to G.L.O. datum of $N^{00}07'W$ for the section line between sections 19/20 as shown.

Date of record shown in ()

The original patent was issued to M.L. Stewart on Sept. 19, 1949 by the U.S. Gov't. and by the 1969 expiration of the Attorney General no section line right of ways exist on this property.

75-124

SEARCHED _____ INDEXED _____
SERIALIZED _____ FILED _____
Kendall REC. DIV.
DATE 11/24/75
TIME 9:42 A.
FBI - KCPB
Inscribed by _____
Address _____

TRACTS A, B, and C OF
M. L. STEWART HOMESTEAD

M.L. Stewart; owner
Dwain O. Kendal, Ak. 09611

DESCRIPTION
34.872 ACRES SITUATED IN 60V'T LOTS 1 AND 11 OF SEC. 19, AND SW 1/4 NW 1/4 SEC. 20, T55N, R10W, S.M. AK, AND KENAI PENINSULA BOROUGH.

Prepared by - J. S. McLane, R.L.S.

DATE April 30, 1975

TRACT C
26.989 ACRES
THAT PORTION OF SW 1/4
NNW 1/4 SEC. 20 EAST OF
KENAI SPUR HWY R/W

PLAT APPROVAL

Plot approved by the Commission in the
 2nd day of June 1973

2nd day of June --, 1973.

W. L. Bradley & Co. - The Company -

CERTIFICATE OF OWNERSHIP AND DEDICATION.

We hereby certify that we are the owners of said property, and request the approval of this plat showing such easements for public utilities, roadways, and or "streets" dedicated by us for public use

0910

OWNER

—

NOTARY'S ACKNOWLEDGEMENT.

Subscribed and sworn before me this 22th day of October ---, 1975.

My commission expires - Sept. 26, 1979 -

Lois Wilcox
Notary Public for Alaska

309

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 *CP*

DATE: September 1, 2020

Assembly Request / Response

None

Agreements and Contracts

- a. Authorization to Award a Contract for ITB20-031 Nikiski Fire Station No. 1 Painting Upgrades to Adams Family Painting, Palmer, Alaska.
- b. Authorization to Award a Contract for ITB21-001 Kaleidoscope Flooring Replacement to Eastside Carpet Company, Anchorage, Alaska.
- c. Sole Source for Tyonek Recreation Services requesting authorization to re-new a two –year contract with the B&G Club of South Central Alaska for continued services for the Village of Tyonek.
- d. Sole Source – ZGEN-36 Hypochlorous Acid Generator to TMI Salt Pure Corp. of Manchester, WA.
- e. Sole Source – Backup Dispatch Center Radio Equipment, Under the HGAC Cooperative Contract.
- f. Authorization to Award a Contract for ITB20-034 South Peninsula Hospital CT Suite Remodel to Steiner's North Star Construction, Inc., Homer, Alaska.
- g. Authorization to Award a Contract for ITB21-004 CPL Excavation of C&D Expansion to Foster Construction, LLC., Soldotna, Alaska.

Other

- a. Budget Revisions – July 2020
- b. Revenue-Expenditure Report – July 2020
- c. Capital Project Reports – June 30, 2020
- d. Investment Report – Quarter Ended June 30, 2020

Kenai Peninsula Borough

Purchasing and Contracting Department

MEMORANDUM

TO: Charlie Pierce, Mayor

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

FROM: Carmen Vick, Project Manager *CV*

DATE: July 27, 2020

RE: Authorization to Award a Contract for ITB20-031 Nikiski Fire Station No. 1 Painting Upgrades

The Purchasing and Contracting Office formally solicited and received bids for ITB20-031 Nikiski Fire Station No. 1 Painting Upgrades. Bid packets were released on June 18, 2020 and the Invitation to Bid was advertised in the Peninsula Clarion and the Anchorage Daily News on June 18, 2020.

The project consists of the following: Provide all labor and materials to prepare and paint exterior and select interior areas of Nikiski Fire Station No. 1 per contract documents.

On the due date of July 8, 2020 one (1) bid were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$89,000.00 was negotiated to \$57,200.00 and submitted by Adams Family Painting, Palmer, Alaska 99645. The amended bid dated 7/13/2020 was accepted by the KPB and is incorporated into the contract documents.

Your approval for this bid award is hereby requested. Funding for this project is in account number 441.51110.18411.43011.



Charlie Pierce, Mayor

7/29/2020

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	441.51110.18411.43011
Amount	\$57,200.00
By: <i>PP</i> <i>BA</i>	Date: 7/29/2020

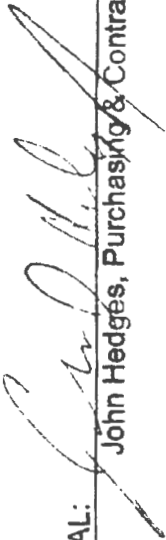
NOTES:n/a

KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING

BID TAB FOR: ITB20-031 Nikiski Fire Station No. 1 Painting Upgrades

CONTRACTOR	LOCATION	BASE BID
Adams, Inc.	Palmer, AK	\$89,000.00

DUE DATE: July 8, 2020

KPB OFFICIAL:  John Hedges, Purchasing & Contracting Director

Nikiski Fire Station Repaint Exterior and Interior Value Engineering

Adams Inc

10100 Puffin Drive

Palmer Alaska 99645

907-227-2053

Date- 7/13/20

In accordance with the above referenced project. Adams Inc would like to recommend the following paint system for the Nikiski Fire Station.

Exterior Metal Siding, Soffit, Fascia, Stairs and Miscellaneous metals specified in RFP.

- Power wash with Minimum 2000psi Power washer. Cleaning agent in heavily greased areas if any.
- Light sand or power tool with wire wheel on rusted surfaces.
- Spot prime bare or prepped metal with Pro industrial acrylic rust inhibitive primer and spot prime heavy rust with Spray Rust inhibitive Primer
- Two coats of Sherwin Williams Bond Plex Satin Latex Self priming light industrial finish.B71W
- One color for siding and soffit, one color for Fascia and Corners

Exterior Specified Garage doors and Man doors

- Power wash with Minimum 2000psi Power washer. Cleaning agent in heavily greased areas if any.
- Light sand or power tool with wire wheel on rusted surfaces.
- Spot prime bar or prepped metal with Pro industrial acrylic rust inhibitive primer spot prime heavy rust with Spray Rust inhibitive Primer
- Two coats of Sherwin Williams DTM Pro industrial Acrylic Latex B66W
- One color for Garage doors
- One color for man doors

Bollards: prep and two coats Safety Yellow or similar

Interior Drywall: Walls only Specified Areas:

- Clean with wipe down Tri sodium phosphate No rinse Formula
- Minor Wall repair dings QD Spackle
- Spot prime
- Two coats Sherwin Williams Multi Surface Acrylic Latex for industrial Areas Semigloss B66-1571
- One color
- Replace Base in room 103A

Interior Man doors If needed in Painted areas:

- Light sand or power tool with wire wheel on rusted surfaces.
- Spot prime bar or prepped metal with Pro industrial acrylic rust inhibitive primer spot prime heavy rust with Spray Rust prime:
- Two coats of DTM Pro industrial Acrylic Latex B66W
- One color for man doors (Interior side of Garage door not specified or recommended)

Deleted! New signage: Still working on quote but would likely display (Nikiski Fire station #1)
Approximate ½ the size and Premium vinyl on a Metal backing budget cost!

New estimated cost Complete with Deleted Sign and Accent color on the corners and the Fascia: \$57,200.00

Ron Adams

Adams Inc

A handwritten signature in black ink, appearing to read "Ron Adams", written in a cursive style.

Kenai Peninsula Borough

Maintenance Department

MEMORANDUM

TO: Charlie Pierce, Mayor

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

THRU: Scott Griebel, Maintenance Director *SG*

FROM: Carla Salzer, Project Manager *CS*

DATE: July 29, 2020

RE: Authorization to Award a Contract for ITB21-001 Kaleidoscope Flooring Replacement

The Purchasing and Contracting Office formally solicited and received bids for the ITB21-001 Kaleidoscope Flooring Replacement. Bid packets were released on July 7, 2020 and the Invitation to Bid was advertised in the Peninsula Clarion on July 7, 2020.

The project consists of providing all labor, materials and equipment to completely demo and remove approximately 19,830 square feet of broadloom carpet, 3,600 square feet of vinyl flooring, and 3,500 lineal feet of rubber cove base. Furnish and install approximately 19,830 square feet of new carpet tiles, approximately 3,600 square feet of new luxury vinyl or rubber flooring tiles, and approximately 3,500 lineal feet of new rubber matte black cove base and any other necessary associated materials and accessories as specified in the bid documents.

On the due date of July 22, 2020 four (4) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$83,644.90 was submitted by Eastside Carpet Company, Anchorage, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 400.73040.20FLR.43780.



Charlie Pierce, Mayor

7/29/2020

Date

NOTES N.A

FINANCE DEPARTMENT
FUNDS VERIFIED

Acct. No. 400.73040.20FLR.43780

Amount \$83,644.90

By: *PP* *BL*

Date: 7/29/2020

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB21-001 Kaleidoscope Flooring Replacement

CONTRACTOR	LOCATION	BASE BID
Eastside Carpet Company	Anchorage, AK	\$83,644.90
Aruora Flooring	Anchorage, AK	\$89,600.00
Rainbow Builders, Inc.	Anchorage, AK	\$91,263.10
Floor-Ever, Inc.	Soldotna, AK	\$98,262.00

DUE DATE: July 22, 2020

KPB OFFICIAL:  John Hedges, Purchasing & Contracting Director



NORTH PENINSULA RECREATION SERVICE AREA

P.O. BOX 7116
 NIKISKI, ALASKA 99635
 (907) 776-8800, FAX: 776-5122
 WWW.NORTHPENREC.COM

Memorandum

To: Charlie Pierce, KPB Mayor

Thru: John Hedges, KPB Purchasing and Contracting Director *JH*

From: Rachel M. Parra, NPRSA Director *RP*

Date: 7/30/2020

Re: Sole Source for Tyonek Recreation Services


The North Peninsula Recreation Service Area ("NPRSA") currently contracts the Boys & Girls Club of South Central Alaska ("SCA") to provide for recreation services in the Village of Tyonek. The club provides staffing, supplies and programs for operations of the clubhouse (youth center), sports and fitness activities, national development programs, after school programs, community outreach programs as well as cultural activities.

The B&G Club of SCA provides programs consistent with NPRSA goals and objectives, and has done so successfully for many years. NPRSA has an established relationship with the club (SCA) and would like to continue this successful partnership. B&G Club of SCA has the staffing and the means to provide recreation services to the Village of Tyonek, and in recent years, the club has hired a Manager of Native Partnerships, whom travels to the different villages to encourage and implement recreation programs as well as develop cultural and tribal activities. This individual has an established relationship with the village and has been a tremendous asset for Tyonek and NPRSA.

NPRSA's appropriation is less than 30% of the B&G Club of SCA's total Tyonek recreation budget. The club secures additional funding through national chapter programs, federal grants, local foundation funding and legislative grant funding that collectively enable the recreation services to be provided.

NPRSA is requesting authorization to re-new a two-year contract with the B&G Club of South Central Alaska for continued recreation services for the Village of Tyonek. NPRSA has appropriated \$14,000 in the FY21 budget for these services. At the term of the first year, the second-year renewal will be subject to the appropriation and availability of funding.

For reasons outlined above please consider this memorandum as a sole source request to the Boys & Girls Club of South Central Alaska for recreation services for the Village of Tyonek. The total amount for FY21 is \$14,000.


 Charlie Pierce, Mayor

8/1/2020
 Date

NOTES: N/A

Finance Department Funds Verified	
Acct #225.61110.00000.43011 \$14,000.00	
By <i>PP</i> <i>BH</i>	Date 7/31/2020

Kenai Peninsula Borough Maintenance

MEMORANDUM

TO: Charlie Pierce, Borough Mayor

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

FROM: Scott Griebel, Maintenance Director *SG*

DATE: July 16, 2020

RE: TMI Salt Pure Corp. ZGEN-36 Hypochlorous Acid Generator

Under Section 5.28.280a of the Borough code, it is requested that the Kenai Peninsula Borough Maintenance Department (KPBM) purchase a hypochlorous acid generator (model: ZGEN-36) from TMI Salt Pure Corp., through mayoral sole source approval, for use by the Kenai Peninsula Borough School District (KPBSD).

The KPBSD has specified the ZGEN-36 unit to be acquired utilizing CARES funds (CAR11). The device is utilized for the production of neutral electrolyzed water, a solution that is employed for disinfecting purposed in lieu of chemical products. With the current viral pandemic many chemical cleaning products are difficult and expensive to obtain due to increased global demand. Additionally, comparative to The ZGEN produced solution, these products present increased occupational hazard to individuals applying them. This is especially true with the expanded frequency of which they are being used currently. Production of the solution is intended to be a permanent replacement for many chemical products long after the current situation resolves. This will have a long term financial benefit, as once the device is in place the solution has a low per/gallon production cost. The specific unit was selected for a variety of criteria. Amongst them: Availability, chemistry of source water (consultation with KPBM Water Treatment Operators), and efficiency. Additional urgency is introduced by the need to have the produced product deployed ASAP to meet the approaching school start, as well as competing market demand for the device. Through inquiry of the manufacturer (ChlorKing Inc.), TMI Salt Pure Corp. is named as the sole product line provider for the State of Alaska.

Your approval of this request will allow the purchase the ZGEN-36 system/unit, from TMI Salt Pure Corp. for the price of ~~\$60,854.00~~ and provide for a safer, less expensive disinfecting solution for the KPBSD.
\$33,854.00

This office is available for any questions regarding this request.

Approved: James Baisten, Chief of Staff Date: 8/12/2020
Charlie Pierce, Kenai Peninsula Borough Mayor

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. 271.95102.CAR11.48311	
Amount \$33,854.00	
By: <u>PP</u> <u>BH</u>	Date: <u>8/12/2020</u>

NOTES: n/a



August 11, 2020

Sole source supplier

To whom it may concern,

This letter serves to confirm that ChlorKing Inc. is the manufacturer and patent holder of the ChlorKing HYPOGEN™ system, and private labels same product under the brand name ZGEN for TMI Sustainable Aquatics.

ChlorKing Inc. has appointed "TMI" out of Manchester, WA as the sole distributor for our HYPOGEN™ systems in the State of Alaska.

Please contact TMI at 360-871-9148 for information on ordering our products.

Sincerely,

Steven J. Pearce
Vice President

Kenai Peninsula Borough

Purchasing and Contracting Department

MEMORANDUM

TO: Charlie Pierce, Mayor

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

FROM: Dan Nelson, Emergency Manager *DN*

DATE: August 12, 2020

RE: Backup Dispatch Center Radio Equipment, Under the HGAC Cooperative Contract

The backup 911 answering center aims to create a fully "hot" or operational backup call taking site in case of an emergency, or to provide physical separation between call takers during a pandemic situation. As part of this project, it is necessary to procure additional radio consoles and network equipment to interconnect with the existing dispatch center and the statewide digital radio network.

Because this equipment must match the equipment in the current dispatch center provided by Motorola Solutions, they are the only source for this equipment. They have provided a quotation for \$349,000 based on established pricing under the Houston-Galveston HGAC Cooperative purchasing contract.

Your approval to enter into this purchase agreement is hereby requested. Funding for this project is in account number 271.95164.CAR17.48120

CR

Charlie Pierce, Mayor

8/13/2020

Date

FINANCE DEPARTMENT
FUNDS VERIFIED

Acct: 271.95164.CAR17.48120

Amount: \$349,000

By: *PP* *BA* Date: 8/12/2020

NOTES: n/a

Kenai Peninsula Borough

Purchasing and Contracting Department

MEMORANDUM

TO: Charlie Pierce, Mayor

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

FROM: Andrew Walsh, Project Manager *AW*

DATE: August 5, 2020

RE: Authorization to Award a Contract for ITB20-034
South Peninsula Hospital CT Suite Remodel

The Purchasing and Contracting Office formally solicited and received bids for ITB20-034 South Peninsula Hospital CT Suite Remodel. Bid packets were released on June 23, 2020 and the Invitation to Bid was advertised in the Peninsula Clarion and the Anchorage Daily News on June 23, 2020 and the Homer News on June 25, 2020.

The project consists of the following: Renovation of a 2,600 sq ft CT scanning suite at the South Peninsula Hospital Imaging Department. The remodel will include the installation of a Siemens Definition Edge 128 Slice CT machine. The project will accommodate the removal of the existing CT machine and the renovation of the department to improve services and operational needs.

On the due date of July 28, 2020 four (4) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$1,064,750.00 was submitted by Steiner's North Star Construction, Inc., Homer, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 491.81210.20SHC.49125

Charlie Pierce
Charlie Pierce, Mayor

8/5/2020

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	491.81210.20SHC.49125
Amount	\$1,064,750.00
By: <i>PP</i> <i>BH</i>	Date: 8/5/2020

NOTES N/A

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB20-034 SPH CT Suite Remodel

CONTRACTOR	LOCATION	BASE BID
Steiner's North Star Construction	Homer, AK	\$1,064,750.00
North Architecture Construction Development, LLC	Anchorage, AK	\$1,077,000.00
Jay-Brant General Contractors, LLC	Homer, AK	\$1,191,221.00
Cornerstone General Contractors, Inc.	Anchorage, AK	\$1,481,279.00

DUE DATE: July 28, 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 *JH*

FROM: Dan Kort, Solid Waste Director *DK*

DATE: August 17, 2020

RE: Authorization to Award a Contract for ITB21-004 CPL Excavation of C&D Expansion

The Purchasing and Contracting Office formally solicited and received bids for the ITB21-004 CPL Excavation of C&D Expansion. Bid packets were released on July 31, 2020, and the Invitation to Bid was advertised in the Peninsula Clarion on July 31, 2020.

The project consists of providing all labor, equipment and materials to excavate up to 15,000 cubic yards of gravel or other material from a specific zone within the C&D expansion perimeter and stockpile excavated materials in a designated staging area.

On the due date of August 11, 2020, four (4) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$73,350.00 was submitted by Foster Construction, LLC of Soldotna, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 411.32122.18CDE.43011.

Charlie Pierce
Charlie Pierce, Mayor

8/18/2020

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	411.32122.18CDE.43011
Amount	\$73,350.00
By: <i>PP SD</i>	Date: 8/17/2020
NOTES: N/A	

KENAI PENINSULA BOROUGH PURCHASING & CONTRACTING

BID TAB FOR: ITB21-004 CPL Excavation of C & D Expansion

CONTRACTOR	LOCATION	BASE BID	CREDIT FOR OVERSIDE BOULDERS
Foster Construction, LLC	Soldotna, AK	\$73,350.00	\$20.00
D&L Construction Co., Inc.	Cooper Landing, AK	\$74,250.00	\$30.00
Jim Psenak Construction, LLC	Palmer, AK	\$91,800.00	\$10.00
Steam on Wheels, LLC	Soldotna, AK	\$198,900.00	\$0.00

DUE DATE: August 11, 2020

KPB OFFICIAL:



John Hedges, Purchasing & Contracting Director


Kenai Peninsula Borough


Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor 

THRU: Brandi Harbaugh, Finance Director 

FROM: Sarah Hostetter, Payroll Accountant 

DATE: August 10, 2020

RE: Budget Revisions – July 2020

Attached is a budget revision listing for July 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.

EASTERN PENINSULA HWY EMERGENCY SERVICE AREA

To cover an unexpected increase in cost for Extrication equipment and shipping.

235-51710-00000-43011 (Contract Services)		\$1,500.00
235-51710-00000-48514 (Firefighting/Rescue Equipment)	\$400.00	
235-51710-00000-48760 (Minor Firefighting/Rescue Equipment)	\$1,100.00	

HUMAN RESOURCES - ADMINISTRATION

To purchase an onboarding platform to help limit in-person contact with new hires due to COVID. CARES will cover half the expense.

100-11230-00000-48720 (Minor Office Equipment)		\$3,844.00
100-11230-00000-43019 (Software Licensing)	\$3,844.00	

RISK MANAGEMENT

Reallocating funds to cover a larger than usual increase in FY21 for excess liability & non-owned aircraft insurance expenses.

700-11237-00000-43511 (Fire and Extended Coverage)		\$97,676.00
700-11238-00000-43529 (Other Misc Coverage)		\$6,157.00
700-11238-00000-43999 (Claim Reserves)		\$69,334.00
700-11238-00000-43515 (CGL Excess Liability)	\$166,180.00	
700-11238-00000-43528 (Aviation Liability)	\$6,987.00	

SOLID WASTE - HOMER BAILING FACILITY

To cover fees associated with new ADEC storm water discharge permit for Homer Transfer Facility.

290-32310-00000-43015 (Water/Air Samples)		\$735.00
290-32310-00000-49433 (Plan Reviews)	\$735.00	

SOLID WASTE - LANDFILL

To purchase a Freon recovery tool that costed more than expected.

290-32122-00000-42410 (Small Tools/Minor Equipment)		\$1,037.20
290-32122-00000-48740 (Minor Machines/Equipment)	\$1,037.20	

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: August 10, 2020

RE: Revenue-Expenditure Report – July 2020

Attached is the Revenue-Expenditure Report of the General Fund for the month of July 2020. Please note that 8.33% of the year has elapsed, 17.69% of budgeted revenues have been collected, and 2.99% of budgeted expenditures have been made.

KENAI PENINSULA BOROUGH
Revenue Report
For the Period
July 1 through July 31, 2020

ACCOUNT NUMBER	DESCRIPTION	ESTIMATED REVENUE	YEAR TO DATE RECEIPTS	MONTH TO DATE RECEIPTS	VARIANCE	% COLLECTED
31100	Real Property Tax	\$ 28,825,613	\$ 4,323,667	\$ 4,323,667	\$ (24,501,946)	15.00%
31200	Personal Property Tax	1,814,997	273,659	273,659	(1,541,338)	15.08%
31300	Oil Tax	6,668,160	7,016,132	7,016,132	347,972	105.22%
31400	Motor Vehicle Tax	676,400	-	-	(676,400)	0.00%
31510	Property Tax Penalty & Interest	590,931	12,045	12,045	(578,886)	2.04%
31610	Sales Tax	27,431,594	1,102,586	1,102,586	(26,329,008)	4.02%
33110	In Lieu Property Tax	3,600,000	-	-	(3,600,000)	0.00%
33117	Other Federal Revenue	140,000	-	-	(140,000)	0.00%
34221	Electricity & Phone Revenue	155,000	-	-	(155,000)	0.00%
34222	Fish Tax Revenue Sharing	500,000	-	-	(500,000)	0.00%
34210	Revenue Sharing	300,000	-	-	(300,000)	0.00%
37350	Interest on Investments	352,913	11,860	11,860	(341,053)	3.36%
39000	Other Local Revenue	275,000	20,426	20,426	(254,574)	7.43%
290	Solid Waste	802,000	3,124	3,124	(798,876)	0.39%
Total Revenues		\$ 72,132,608	\$ 12,763,499	\$ 12,763,499	\$ (59,369,109)	17.69%

KENAI PENINSULA BOROUGH
Expenditure Report
For the Period
July 1 through July 31, 2020

DESCRIPTION	REVISED BUDGET	YEAR TO DATE EXPENDED	MONTH TO DATE EXPENDED	AMOUNT ENCUMBERED	AVAILABLE BALANCE	% EXPENDED
Assembly:						
Administration	\$ 484,528	\$ 44,426	\$ 44,426	\$ 177,564	\$ 262,538	9.17%
Clerk	579,316	25,577	25,577	26,052	527,688	4.41%
Elections	182,920	9,754	9,754	9,750	163,416	5.33%
Records Management	327,678	24,995	24,995	23,904	278,779	7.63%
Mayor Administration	790,924	37,948	37,948	861	752,115	4.80%
Purch/Contracting/Cap Proj	648,943	44,298	44,298	8,716	595,929	6.83%
Human Resources:						
Administration	700,918	52,569	52,569	10,771	637,578	7.50%
Print/Mail	204,789	3,443	3,443	41,717	159,630	1.68%
Custodial Maintenance	94,976	5,478	5,478	119	89,380	5.77%
Information Technology	2,082,486	127,470	127,470	61,992	1,893,024	6.12%
Emergency Management	933,183	30,423	30,423	82,397	820,363	3.26%
Legal Administration	1,120,115	40,057	40,057	148,124	931,935	3.58%
Finance:						
Administration	505,651	31,208	31,208	567	473,876	6.17%
Services	1,072,179	75,311	75,311	2,890	993,978	7.02%
Property Tax	1,142,377	154,905	154,905	77,985	909,487	13.56%
Sales Tax	700,343	85,327	85,327	557	614,459	12.18%
Assessing:						
Administration	1,350,530	157,827	157,827	65,470	1,127,233	11.69%
Appraisal	1,993,482	85,299	85,299	12,007	1,896,177	4.28%
Resource Planning:						
Administration	1,261,643	37,597	37,597	25,164	1,198,882	2.98%
GIS	499,590	23,132	23,132	431	476,027	4.63%
River Center	675,967	29,808	29,808	8,295	637,864	4.41%
Senior Citizens Grant Program	721,846	-	-	2,352	719,494	0.00%
School District Operations	55,004,255	1,246,725	1,246,725	-	53,757,530	2.27%
Solid Waste Operations	8,877,757	133,825	133,825	2,115,124	6,628,808	1.51%
Economic Development	360,000	-	-	11,964	348,036	0.00%
Non-Departmental	1,725,623	2,060	2,060	46,700	1,676,863	0.12%
Total Expenditures	\$ 84,042,019	\$ 2,509,460	\$ 2,509,460	\$ 2,961,472	\$ 78,571,088	2.99%

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 *BA*

FROM: Sarah Hostetter, Payroll Accountant *SH*

DATE: August 11, 2020

RE: Capital Project Reports – June 30, 2020

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

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

School Revenue Projects - Fund 400

Balances through June 30, 2020

	Project	Year	Site Number	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance
Sch	13DSG	2013	78050	A/W Design Improvements	\$ 200,000	\$ 147,565	\$ -	\$ 52,435	\$ 147,565
Sch	13FLR	2013	19010	Admin Building Flooring	35,000	5,109	-	29,891	5,109
	14000	2014	78050	A/W Auditorium Lighting Upgrades	75,000	15,938	6,617	65,678	9,322
Sch	14SEC	2014	78050	A/W Security/Safety Improvements	1,370,000	955	955	1,370,000	0 *
	16782	2016	78050	A/W ADA Upgrades	150,000	226	226	150,000	- *
	16855	2016	78050	A/W Locker Replacement	125,000	99,390	87,226	112,836	12,164
	17714	2017	78050	A/W Window/Siding Replacement	275,000	34,399	-	240,601	34,399
	17727	2017	78050	A/W Bleacher Replacement	100,000	22,675	-	77,325	22,675
	17780	2017	78050	A/W Playground Upgrades	75,000	16,716	-	58,284	16,716
	17782	2017	78050	A/W ADA Upgrades	75,000	22,576	19,320	71,744	3,256
	17802	2017	78050	A/W Asphalt/Sidewalk Repair	75,000	734	-	74,266	734
	17860	2017	78050	A/W Generator/Hardware	100,000	5,546	-	94,454	5,546
	18728	2018	78050	A/W Doors/Entries	100,000	11,982	11,255	99,273	727
	18759	2018	78050	A/W Water Quality Improvements	125,000	80,743	38,255	82,513	42,487
	18802	2018	78050	A/W Asphalt/Sidewalk Repair	150,000	97,876	-	52,124	97,876
	18851	2018	78010	A/W Portables/Outbuildings	75,000	18,347	15,596	72,250	2,750
	18860	2018	78050	A/W Generator/Hardware	75,000	17,574	430	57,856	17,144
	19714	2019	78050	A/W Window/Siding Replacement	150,000	150,000	23,691	23,691	126,309
	19758	2019	78050	A/W Electrical/Lighting	150,000	22,216	17,385	145,169	4,831
	19782	2019	78050	A/W ADA Upgrades	75,000	56,900	37,559	55,659	19,341
	19801	2019	78050	A/W HVAC/DDC Upgrades	75,000	65,772	65,772	75,000	- *
	19802	2019	78050	A/W Asphalt/Sidewalk Repair	150,000	150,000	-	-	150,000
	19803	2019	78050	A/W Elevator Upgrades	50,000	50,000	-	-	50,000
	19851	2019	78010	A/W Portables/Outbuildings	75,000	75,000	75,000	75,000	- *
	19856	2019	78050	A/W Security/Safety	300,000	158,241	89,891	231,650	68,350
	19860	2019	78050	A/W Generator/Hardware	50,000	50,000	-	-	50,000
	19BOI	2019	72010	Homer High Boiler Replacement	425,000	411,299	389,373	403,074	21,926
KSELO	2019	71065	KSELO New School Construction	10,010,000	10,010,000	-	-	10,010,000	-
SPREP	2019	76030	Relocate Portables From SPREP	300,000	300,000	300,000	300,000	0	*
	20728	2020	78050	A/W Doors/Entries	100,000	100,000	9,866	9,866	90,134
	20755	2020	78050	A/W Flooring Upgrades	125,000	125,000	109,839	109,839	15,161
	20756	2020	78050	A/W Asbestos Removal/Repair	75,000	75,000	-	-	75,000
	20758	2020	78050	A/W Electrical/Lighting	125,000	125,000	91,227	91,227	33,773
	20759	2020	78050	A/W Water Quality Improvements	100,000	100,000	-	-	100,000
	20780	2020	78050	A/W Playground Upgrades	75,000	75,000	-	-	75,000
	20782	2020	78050	A/W ADA Upgrades	75,000	75,000	-	-	75,000
	20801	2020	78050	A/W HVAC/DDC/Boiler Upgrades	1,225,000	1,225,000	202,026	202,026	1,022,974
	20803	2020	78050	A/W Elevator Upgrades	50,000	50,000	-	-	50,000
	20851	2020	78010	A/W Portables/Outbuildings	75,000	75,000	75,000	75,000	-
	20855	2020	78050	A/W Locker Replacement	75,000	75,000	-	-	75,000
	20856	2020	78050	A/W Security/Safety	100,000	100,000	-	-	100,000
	20860	2020	78050	A/W Generator/Hardware	50,000	50,000	1,585	1,585	48,415
	20PRP	2020	73030/20	Kenai Intensive Needs Remodel	410,000	410,000	391,908	391,908	18,092
	20CON	2020	71(2)010	Chapman Remodel/Homer HS DDC	1,000,000	1,000,000	520	520	999,480

Project Totals

\$ 18,650,000 \$ 15,757,779 \$ 2,060,521 \$ 4,952,743 \$ 13,697,257

Beginning Fund Balance 7/1/19

\$ 1,934,965

Funds Provided:

	FY20 Transfer from General Fund	\$ 2,660,000
20CON	FY20 Transfer from KPBSD	1,000,000
13DSG	FY13 Local Contribution - KPBSD Design	147,565
13FLR	FY13 Local Contribution - KPBSD Admin Bldg Floor	5,109
14SEC	FY14 Local Contribution - KPBSD Security-Safety	955
KESLO	AK Dept of Education & Early Development	10,010,000
	Miscellaneous Revenue	1,910
	Total Funds Provided	13,825,539

Funds applied - current year expenditures

(2,060,521)

Funds obligated to existing projects

{13,697,257}

Projects completed, cancelled or other funding source identified

0 *

Funds available for appropriation and for future capital expansion plans

\$ 2,727

Bond Projects - Fund 401

Balances through June 30, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance
11SCH	2011	KPBSD Roof Replacements	\$ 16,894,646	\$ 25,523	\$ -	\$ 16,869,123	\$ 25,523
20SCH	2020	FY20 School Roof Replacements	2,477,363	2,477,363	92,025	92,025	2,385,338
Project Totals			<u>\$ 19,372,009</u>	<u>\$ 2,502,886</u>	<u>\$ 92,025</u>	<u>\$ 16,961,148</u>	<u>\$ 2,410,861</u>
Beginning Fund Balance 7/1/19							\$ 2,664,020
Funds Provided:							
FY20 School Bond (FY14 issued) Interest						\$ 34,529	
Total Funds Provided							34,529
Funds applied - current year expenditures							(92,025)
Funds obligated to existing projects							(2,410,861)
Projects completed or cancelled							-
Funds available for appropriation and for future capital expansion plans							<u>\$ 195,663</u>
Fund Balance:							
School Bond interest prior to FY2011							44,831
School Bond FY11							217
School Bond FY14							150,614
Ending Fund Balance							<u>\$ 195,663</u>

General Government Projects - Fund 407

Balances through June 30, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance
14MAN	2014	Manatron Software Upgrade	\$ 75,000	\$ 73,800	\$ -	\$ 1,200	\$ 73,800
15SOF	2015	Software Upgrade	75,000	64,364	-	10,636	64,364
16KRC	2016	River Center Bldg Repairs	49,000	12,395	-	36,605	12,395
16REC	2016	Records Mgmt Software	100,000	100,000	100,000	100,000	- *
18ITR	2018	IT Dept Remodel	100,000	7,484	7,478	99,995	5 *
19407	2019	Card Entry Security System	150,000	99,158	67,747	118,589	31,411
Project Totals			<u>\$ 549,000</u>	<u>\$ 357,201</u>	<u>\$ 175,225</u>	<u>\$ 367,024</u>	<u>\$ 181,976</u>
Beginning Fund Balance 7/1/19							\$ 660,706
Funds Provided:							
FY20 Transfer from General Fund						<u>\$ 250,000</u>	
Total Funds Provided							250,000
Funds applied - current year expenditures							(175,225)
Funds obligated to existing projects							(181,976)
Projects completed or cancelled							<u>5 *</u>
Funds available for appropriation and for future capital expansion plans							<u>\$ 553,511</u>

Solid Waste Projects - Fund 411

Balances through June 30, 2020

	Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance
Bond	17SWB	2017	SW CPL Equip/Plan/Design/Construction	\$ 5,999,365	\$ 1,092,524	\$ 595,081	\$ 5,501,923	\$ 497,442
	18CDE	2018	FY18 C&D Cell Expansion	350,000	173,659	84,897	261,238	88,762
	18GAS	2018	Landfill Gas to Energy Project	100,000	29,400	-	70,600	29,400
	19CDE	2019	FY19 C&D Cell Expansion	50,000	50,000	-	-	50,000
	19HLC	2019	FY19 SW-Homer Landfill Closure - Phase 2	2,322,000	2,247,948	124,194	198,246	2,123,754
	20FUN	2020	Funny River Transfer Site Expansion	670,525	670,525	184,340	184,340	486,185
Project Totals				<u>\$ 9,491,890</u>	<u>\$ 4,264,056</u>	<u>\$ 988,512</u>	<u>\$ 6,216,347</u>	<u>\$ 3,275,543</u>

	Capt Proj Fund	Closure/Post	17SWB Bond	Total
Beginning Fund Balance 7/1/19	\$ 1,056,090	\$ 8,729,484	\$ 1,192,121	\$ 10,977,695
Funds Provided:				
FY20 Transfer from Operating Fund	250,000			
FY20 Interest Earnings	309,527			
FY20 Transfer for Closure/Post		850,608		
FY20 Interest Earnings on 17SWB Bond Proceeds			11,362	1,421,497
Funds applied - current year expenditures	(269,237)	(190,294)	(595,081)	(1,054,612)
Funds obligated to existing projects	(654,347)	(2,123,754)	(497,442)	(3,275,543)
Projects completed or cancelled	-	-	-	-
Funds available for approp. and future capital expansion plans	<u>\$ 692,034</u>			692,034
Closure/post closure liability		<u>\$ 7,266,044</u>		\$7,266,044
Funds restricted for SWD bond			<u>\$ 110,959</u>	\$110,959
Ending fund balance				<u>\$ 8,069,036</u>

Road Service Area Projects - Fund 434

Balances through June 30, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance
2014 DCCED for Borough Wide Road Grant (\$100,000)							
14JAC	2014	Jacobs Ladder Repair	\$ 100,000	\$ 94,347	\$ 61,734	\$ 67,387	\$ 32,613
2016-17 North Road Extension							
16NRD	2016	North Road Extension	7,123,591	3,678,424	1,234,830	4,679,997	2,443,594
2015 DCCED Borough Wide Road Grant (\$4,000,000)							
15089	2015	Borough Wide Road Grant	-	-	-	-	-
S8WYO	2017	Wyoh Way	1,069,853	6,565	6,565	1,069,853	-
N5HEI	2018	Heights Ln/Hillside Dr	349,014	71,999	71,999	349,014	-
W4MYR	2018	Myra/David/Peggy/Sharon	349,503	34,099	34,099	349,503	-
S5BDR	2019	Flintlock Ln/Bidarki Dr/Bridger Rd	30,550	1,895	1,895	30,550	-
S7GLE	2019	Glenn Rd/Kipling Cir	72,067	42,439	42,439	72,067	-
20GRV	2020	FY20 Borough Gravel Projects	82,180	82,180	82,180	82,180	-
Projects Completed in Prior Years: 2015-2019			2,046,833	-	-	2,046,833	-
			4,000,000				
2019 Road CIP Projects (\$2,428,000)							
19CIP	2019	Borough Wide FY19 Local Funds	542,806	542,806	-	-	542,806
C2DIA	2017	Diane St/Glacier Ave	10,000	10,000	-	-	10,000
S7TRA	2017	Tracy Ave	10,000	10,000	-	-	10,000
W7IGL	2017	Divine Estates/Igloo-Dana Bayes	10,000	10,000	-	-	10,000
S5BDR	2019	Flintlock Ln/Bidarki Dr/Bridger Rd	383,450	383,267	336,762	336,945	46,505
S7GLE	2019	Glenn Rd/Kipling Cir	482,933	482,750	440,243	440,426	42,507
S7HLR	2019	Hulter Road	606,486	606,486	18,966	18,966	587,519
W4TIM	2019	Tim Ave/Muir St/Creek View Rd	302,940	302,940	287,199	287,199	15,741
W6TER	2019	Tern Cir/Jacnjil Cir/Jitney Cir	79,385	79,385	-	-	79,385
			2,428,000				
2020 Road CIP Projects (\$2,519,000)							
20CIP	2020	Borough Wide FY20 Local Funds	69,456	69,456	-	-	69,456
20GRV	2020	FY20 Borough Gravel Projects	130,544	130,544	127,106	127,106	3,438
20WRT	2020	Warranty Funds	20,000	20,000	-	-	20,000
S7WAL	2020	Walters St/Wilderness Ln	1,006,500	1,006,500	58,483	58,483	948,017
S8BSG	2020	Basargin Rd	1,155,000	1,155,000	86,660	86,660	1,068,340
W6ROC	2020	Roosevelt Cir	137,500	137,500	10,476	10,476	127,024
			2,519,000				
20431	2020	Inspector Vehicle	39,175	39,175	32,383	32,383	6,792
Project Totals			\$ 16,209,766	\$ 8,997,757	\$ 2,934,020	\$ 10,146,029	\$ 6,063,737

Beginning Fund Balance 7/1/19 \$ 7,876,198

Funds Provided:

	FY20 Transfer from Operating Fund	\$ 2,000,000	
14JAC	DCCED Boro Wide Improvement	94,347	
15089	DCCED Boro Wide Improvement	239,177	
16NRD	US Dept. of Transportation	3,678,424	
	FY20 16NRD Interest Earnings	480	
	FY20 Interest Earnings	312,869	
	Total Funds Provided		6,325,297
	Funds applied - current year expenditures		(2,934,020)
	Funds obligated to existing projects		(6,063,737)
	Projects completed or cancelled by Service Area Board Action		-
	Funds available for appropriation and for future capital expansion plans		<u>\$ 5,203,738</u>

Nikiski Fire Projects - Fund 441

Balances through June 30, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance
15416	2015	Vehicle Computer Aided Dispatch	\$ 239,667	\$ 191,469	\$ 28,766	\$ 76,965	\$ 162,702 *
16412	2016	Roadway Emergency Signs	75,000	6,588	1,020	69,432	5,568
18411	2018	ST 1 Repairs/Maintenance	157,500	105,896	15,224	66,828	90,672
18412	2018	ST 1 Exhaust Removal System	100,000	97,910	-	2,090	97,910
19411	2019	NFSA Fire ST 3 New Construction	4,719,000	4,615,500	1,709,719	1,813,218	2,905,782
19412	2019	Parking Lot Repairs ST 1 & 2	100,000	74,957	67,207	92,250	7,750
19413	2019	Fire Station Alerting Systems	102,833	64,669	63,168	101,332	1,501
19GEN	2019	Emergency Generator/Parts	92,000	91,680	89,805	90,125	1,875
20411	2020	CPR Devices/Defibrillators	124,800	124,800	71,694	71,694	53,106 *
20412	2020	Emergency Response Vehicle	75,000	75,000	67,157	67,157	7,843
20413	2020	Enclosed Conex Carport	150,000	150,000	8,047	8,047	141,953
SCBA2	2020	NFSA SCBA Equipment	33,154	33,154	33,087	33,087	67 *
Project Totals			\$ 5,968,954	\$ 5,631,623	\$ 2,154,894	\$ 2,492,225	\$ 3,476,730

Beginning Fund Balance 7/1/19	\$ 4,398,151
Funds Provided:	
FY20 Transfer from Operating Fund	\$ 1,400,000
FY20 Interest Earnings	<u>180,179</u>
Total Funds Provided	1,580,179
Funds applied - current year expenditures	(2,154,894)
Funds obligated to existing projects	(3,476,730)
Projects completed or cancelled by Service Area Board Action	<u>215,875 *</u>
Funds available for appropriation and for future capital expansion plans	<u>\$ 562,581</u>

Bear Creek Fire Service Area Projects - Fund 442

Balances through June 30, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance	
13566	2013	Multi-Use Facility Construction	\$ 5,488,263	\$ 278	\$ -	\$ 5,487,984	\$ 278	*
14421	2014	Dispatch/Communication Equip	25,000	2,547	-	22,453	2,547	
19421	2019	Turnout Gear	21,267	284	-	20,983	284	*
19422	2019	SCBA Bottle Replacement	20,786	20,786	-	-	20,786	
20421	2020	Turnout Gear	10,820	10,820	-	-	10,820	
Project Totals			\$ 5,566,136	\$ 34,715	\$ -	\$ 5,531,421	\$ 34,715	
Beginning Fund Balance 7/1/19							\$ 370,362	
Funds Provided:								
FY20 Transfer from Operating Fund						\$ 100,000		
FY20 Interest Earnings						16,134		
Total Funds Provided							116,134	
Funds applied - current year expenditures							-	
Funds obligated to existing projects							(34,715)	
Projects completed or cancelled by Service Area Board Action							563	*
Funds available for appropriation and for future capital expansion plans							\$ 452,343	

Central Emergency Services Projects - Fund 443

Balances through June 30, 2020

	Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance
Bond	12469	2012	Training Facility Relocation	\$ 350,000	\$ 68,671	\$ 5,330	\$ 286,659	\$ 63,341
	16CES	2016	Emergency Response Vehicles	2,785,629	25,733	(9,508)	2,750,388	35,241
	17463	2017	CES Lighting Improvements	110,000	23,796	-	86,204	23,796 *
	18461	2018	Fire Station Alerting System	400,000	229,965	179,013	349,047	50,953
	19461	2019	SCBA Compressor	450,000	450,000	279,489	279,489	170,511
	19462	2019	Rescue Boat	124,118	124,118	124,118	124,118	- *
	19463	2019	Enclosed Cargo Trailer	31,577	31,577	31,577	31,577	- *
Grant	19465	2019	Mobile Data Terminals	35,000	33,231	6,563	8,332	26,668
	19469	2019	Training Site Phase 2 Expansion	150,000	150,000	-	-	150,000
	19TKR	2019	CES Pumper/Tanker	656,500	656,500	630,271	630,271	26,229
	20461	2020	CES Station 1 Land Acquisition	900,000	900,000	-	-	900,000
Bond	20462	2020	CES Ambulance	262,235	262,235	43,949	43,949	218,286
	20CES	2020	Emergency Response Vehicles	1,611,196	1,611,196	1,396,083	1,396,083	215,113
	20FTK	2020	FY20 CES Fire Truck	750,000	750,000	746,112	746,112	3,888
Project Totals				\$ 8,616,256	\$ 5,317,022	\$ 3,432,997	\$ 6,732,231	\$ 1,884,024

	Capt Proj Fund	16CES Bond	20CES Bond	Total
Beginning Fund Balance 7/1/19	\$ 1,833,895	\$ 35,122	\$ -	\$ 1,869,016
Funds Provided:				
FY20 Transfer from Operating Fund	1,250,000			
FY20 Interest Earnings	64,647			
19TKR State of AK Dept CCED	487,500			
20FTK Insurance Proceeds	349,627			
FY20 Interest Earnings on 16CES Bond Proceeds		6,019		
16CES Bond Proceeds		(9,508)		
20CES Bond Proceeds			1,611,196	3,759,481
Funds applied - current year expenditures	(2,046,422.61)	9,508	(1,396,083)	(3,432,997)
Funds obligated to existing projects	(1,633,671)	(35,241)	(215,113)	(1,884,024)
Projects completed or cancelled by Service Area Board Action	23,796	-	-	23,796 *
Funds avail. for approp. and for future capital expansion plans	\$ 329,371			329,371
Funds restricted for 16CES bond		\$ 5,900		5,900
Funds restricted for 20CES bond			\$ -	-
Ending fund balance				\$ 335,271

Anchor Point Fire Service Area Projects - Fund 444

Balances through June 30, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance
11TNK	2011	Water Storage Tank Installation	\$ 50,000	\$ 16,438	\$ -	\$ 33,562	\$ 16,438
18441	2018	Emergency Water Fill Site FY18	100,000	9,665	-	90,335	9,665
19441	2019	Emergency Water Fill Site FY19	100,000	75,797	7,287	31,489	68,511
19443	2019	ST 1 Boiler Replacement	95,203	93,239	85,604	87,568	7,635 *
20441	2020	Command Vehicle	60,000	60,000	56,527	56,527	3,473
Project Totals			\$ 405,203	\$ 255,139	\$ 149,417	\$ 299,481	\$ 105,722

Beginning Fund Balance 7/1/19	\$ 178,719
Funds Provided:	
FY20 Transfer from Operating Fund	\$ 200,000
FY20 Interest Earnings	10,212
Total Funds Provided	210,212
Funds applied - current year expenditures	(149,417)
Funds obligated to existing projects	(105,722)
Projects completed or cancelled by Service Area Board Action	7,635 *
Funds available for appropriation and for future capital expansion plans	\$ 141,428

Kachemak Service Area Projects - Fund 446

Balances through June 30, 2020

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

Beginning Fund Balance 7/1/19 \$ 540,889

Funds Provided:

FY20 Transfer from Operating Fund	\$ 100,000	
FY20 Interest Earnings	<u>7,664</u>	
Total Funds Provided		107,664

Funds applied - current year expenditures (520,701)

Funds obligated to existing projects (7,261)

Projects completed or cancelled by Service Area Board Action 299 *

Funds available for appropriation and for future capital expansion plans \$ 120,890

Communication Center 911 Projects - Fund 455

Balances through June 30, 2020

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

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

North Peninsula Recreation Projects - Fund 459

Balances through June 30, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance	
18451	2018	Fire Alarm System Replacement	\$ 165,000	\$ 73,808	\$ -	\$ 91,192	\$ 73,808	*
19451	2019	Community Center Remodel	355,000	354,255	25,675	26,420	328,580	
19SEP	2019	Pool Septic System Repairs	90,000	18,561	-	71,439	18,561	*
20451	2020	Gymnasium Lighting	62,000	62,000	4,679	4,679	57,321	*
20452	2020	Fitness Equipment	75,000	75,000	-	-	75,000	
20453	2020	Furniture/Furnishings	60,000	60,000	-	-	60,000	
20454	2020	Tractor/Mower	35,000	35,000	24,175	24,175	10,825	*
20455	2020	Pool Boiler/HVAC Replacements	725,000	725,000	183,199	183,199	541,801	
Project Totals			\$ 1,567,000	\$ 1,403,624	\$ 237,728	\$ 401,104	\$ 1,165,896	

Beginning Fund Balance 7/1/19	\$ 745,393	
Funds Provided:		
FY20 Transfer from Operating Fund	\$ 850,000	
FY20 Interest Earnings	48,613	
Total Funds Provided		898,613
Funds applied - current year expenditures		(237,728)
Funds obligated to existing projects		(1,165,896)
Projects completed or cancelled by Service Area Board Action		160,514 *
Funds available for appropriation and for future capital expansion plans		\$ 400,897

Central Peninsula Hospital Projects - Fund 490

Balances through June 30, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance
Provided by Bond Proceeds							
14CPH	2014	CPH Specialty Clinic Bld	\$ 41,249,563	\$ 143,067	\$ 50,040	\$41,156,536	\$ 93,027
18CPH	2018	CPH OB/Cath Lab	29,140,645	6,691,924	6,549,646	28,998,367	142,278
Funds Provided by Hospital Plant Replacement Fund							
15IMG	2015	CPH Imaging Dept Project	8,153,785	75,622	-	8,078,163	75,622
17OBL	2017	CPH OB/Cardiac Cath Lab	10,000,000	4,755,966	3,990,967	9,235,001	764,999
19DAV	2019	Surgical Robotic System	2,261,250	92,616	-	2,168,634	92,616 *
19ELV	2019	Elevator Repair	126,505	17,871	-	108,634	17,871 *
19EQU	2019	OB/Cath Lab Equipment	1,244,308	1,244,308	1,244,308	1,244,308	- *
20D1R	2020	FY20 COVID-19 CPGH	400,000	400,000	-	-	400,000
Total Funds Provided by Hospital Plant Replacement Fund			22,185,848	6,586,382	5,235,275	20,834,741	1,351,107
Project Totals			\$ 92,576,056	\$ 13,421,374	\$ 11,834,961	\$90,989,643	\$ 1,586,413

	Capt Proj Fund	KHCTR	CPH Bonds	Total
Beginning Fund Balance 7/1/19	\$ 724,748	\$ 707,474	\$ 7,591,872	\$ 9,024,094
Funds Provided:				
15IMG CPH Local Contribution - CPH Imaging Center	75,622			
17OBL CPH OB / Card Cath Lab	4,755,966			
19DAV CPH Local Contribution - Surgical Robotics	92,616			
19ELV CPH Local Contribution - Elevator Repair	17,871			
19EQU CPH Local Contribution - OB/Cath Lab Equip	1,244,308			
20D1R CPH Local Contribution - COVID-19	400,000			
FY20 Interest Earnings	58,959			
State Contributions KHCTR		38,135		
Local Contributions KHCTR		23,373		
FY20 Interest Earnings KHCTR		22,700		
FY20 Interest Earnings on CPH Bond Proceeds			67,828	6,797,378
Funds applied - current year expenditures	(5,235,275)	(2,200)	(6,599,686)	(11,837,161)
Funds obligated to existing projects	(1,351,107)	-	(235,306)	(1,586,413)
Projects completed or cancelled	110,487	-	-	110,487 *
Funds available for approp. and future capital projects	\$ 894,194			894,194
Funds restricted For Kenai Health Center Maintenance		\$ 789,483		789,483
Funds restricted for CPH bonds			\$ 824,708	824,708
Ending fund balance				\$ 2,508,384

South Peninsula Hospital Projects - Fund 491

Balances through June 30, 2020

	Year	Project	Appropriated	Project Description	Authorized Amount	FY20 Budget	Expend FY20	Total LTD Expenditures	Unexpended Balance	
Funds Provided by Local Funds										
Bond	17SHB	2017		Operating Room Heat/Humidity	\$ 300,000	\$ 69,607	\$ -	\$ 230,393	\$ 69,607	*
	17SHV	2017		GYN Equipment	30,000	30,000	30,000	30,000	-	*
	17SPM	2017		Homer Medical Center	3,021,024	65,364	14,587	2,970,247	50,776	
	18SHF	2018		Patient Monitoring System Upgrades	122,800	122,800	-	-	122,800	
	18SHG	2018		HVAC Zone Digital Controls	110,945	110,945	-	-	110,945	*
	18SHJ	2018		Elevator Upgrade	83,000	83,000	27,684	27,684	55,317	
	19SHB	2019		Nurse Call System Upgrade FY19	251,095	235,542	232,817	248,370	2,725	*
	19SHE	2019		Access Control/Security Cameras	95,000	66,290	41,734	70,444	24,556	
	19SHZ	2019		Ultrasound Machines	375,000	306,980	306,980	375,000	-	*
	20SHB	2020		Shelled Space Remodel	1,412,500	1,412,500	-	-	1,412,500	*
	20SHC	2020		CT Scanner	2,120,314	2,120,314	83,557	83,557	2,036,757	
	20SHD	2020		HIS Server Replacement	114,894	114,894	113,053	113,053	1,841	
	20SHE	2020		Steris 1E	111,737	111,737	54,208	54,208	57,529	
	20SHF	2020		Fire Alarm Upgrade	105,000	105,000	54,810	54,810	50,190	
	20SHG	2020		Micro Analyzer	86,670	86,670	70,000	70,000	16,670	
	20SHH	2020		Re-Key Hospital Doors	48,225	48,225	-	-	48,225	*
	20SHJ	2020		Stryker Drill Platform	42,376	42,376	42,376	42,376	-	*
	20SHK	2020		Van	36,500	36,500	31,434	31,434	5,066	*
	20SHL	2020		Virtual Server Replacement	25,200	25,200	24,616	24,616	584	
	20SHM	2020		Blast Chiller for Nutrition Services	20,000	20,000	20,000	20,000	-	*
	20SHN	2020		Glidescope	19,433	19,433	15,095	15,095	4,338	
	20SHP	2020		Bladderscan	15,375	15,375	10,320	10,320	5,055	
	20SHQ	2020		Advanta2 Bed System	15,278	15,278	11,036	11,036	4,242	*
	20SHR	2020		EFI Total Gym Power Tower	5,977	5,977	-	-	5,977	*
	20SHS	2020		Blockbank Centrifuge	7,320	7,320	7,320	7,320	-	*
	20SHU	2020		Blood Plasma Thawer	4,915	4,915	4,816	4,816	99	
	20DTK	2020		Deaerator Tank	470,000	470,000	18,876	18,876	451,124	
	20STB	2020		Steris Orthovision Table	25,800	25,800	21,799	21,799	4,001	
Funds Provided by Hospital Plant Replacement Fund										
	19MON	2019		Patient Monitors	756,000	755,100	675,050	675,950	80,050	
Project Totals					\$ 9,832,378	\$ 6,533,141	\$ 1,912,166	\$ 5,211,402	\$ 4,620,975	
							Capt Proj Fund	17SPH/M Bond	Total	
Beginning Fund Balance 7/1/19							\$ 3,151,728	\$ 86,148	\$ 3,237,876	
Funds Provided:										
FY20 Transfer from Operating Fund							1,700,000			
FY20 Interest Earnings							135,147			
19MON	SPH Local Contribution - Patient Monitors						755,100			
FY20 Interest Earnings on 17SPH/M Bond Proceeds								983	2,591,230	
Funds applied - current year expenditures							(1,897,579)	(14,587)	(1,912,166)	
Funds obligated to existing projects							(4,570,199)	(50,776)	(4,620,975)	
Projects completed or cancelled							1,659,287	-	1,659,287	*
Funds available for approp. and future capital expansion plans							\$ 933,484		933,484	
Funds restricted for 17SPH Bond								\$ 21,768	21,768	
Ending fund balance									\$ 955,252	

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 *Br*

DATE: September 1, 2020

RE: Investment Report quarter ended 6/30/20

Attached is the Quarterly Investment Report of the Kenai Peninsula Borough for the quarter ending June 30, 2020.

Portfolio Statistics	Quarter Ended 3/31/20	Quarter Ended 6/30/20
Average Daily Balance	\$239,014,083	\$219,920,708
Earned Interest Yield	1.545%	1.271%
Duration in Years	2.00	2.08
Book Value	\$237,284,819	\$229,737,239
Market Value	\$240,768,268	\$233,131,544
Percent % of Market Value	98.55%	98.54%

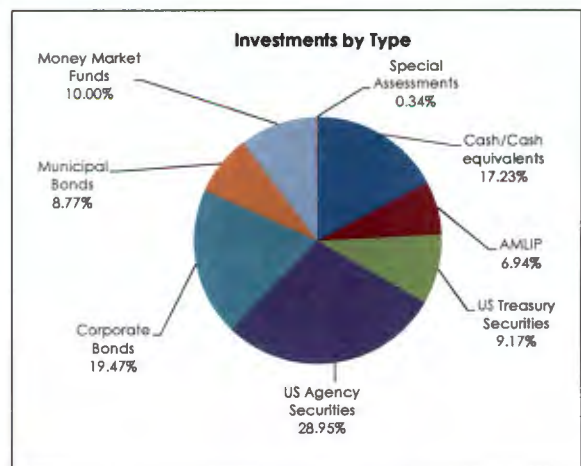
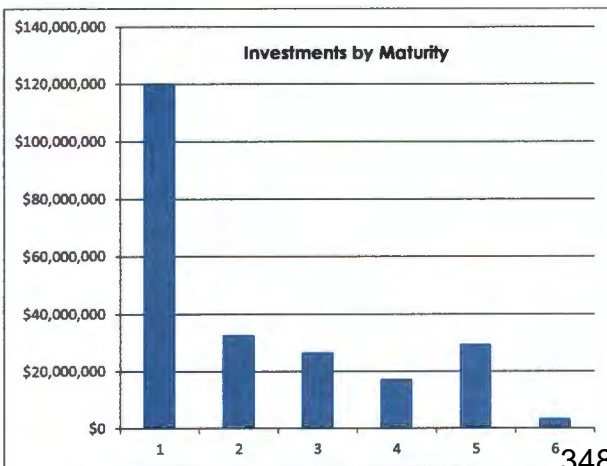
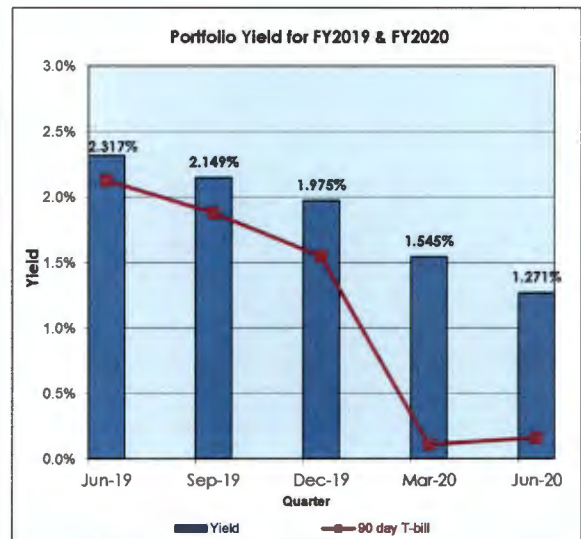
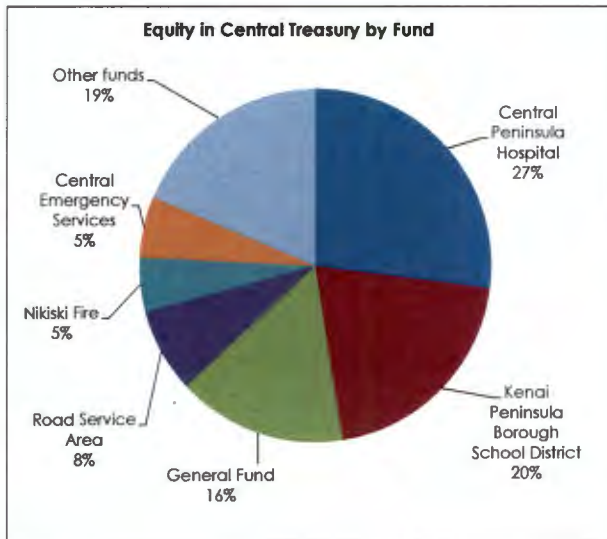
Investment Description	Yield quarter ending 3/31/2020	Yield quarter ending 6/30/2020	Market Value quarter ending 6/30/2020
Cash and Cash Equivalents	0.15%	0.15%	\$39,591,600
AMLIP	0.62%	0.08%	15,952,397
U.S. Treasury Securities	2.01%	1.92%	22,154,446
US Agencies	2.20%	1.81%	67,440,418
Corporate Bonds	2.28%	2.10%	45,899,781
Municipal Bonds	2.29%	2.31%	18,340,772
Money Market Mutual Funds	0.26%	0.05%	22,968,710
Special Assessments	5.56%	5.56%	783,420
Total			\$233,131,544

Major Categories:	Percentage of Portfolio	Book Value quarter ending 6/30/20
Bond related funds	5.56%	\$12,767,603
Hospital plant/equipment replacement funds (PERF)-unobligated	19.22%	44,154,059
School District	20.71%	47,579,176
Capital Project fund restrictions	15.27%	35,077,260
Special Revenue funds restrictions	18.03%	41,421,741
Internal Service/Agency fund restrictions	5.91%	13,582,700
General Fund	15.30%	35,154,700
Total	100.00%	\$229,737,239

INVESTMENT PORTFOLIO
June 30, 2020

	Par Value	Purchase Price	Fair Value 6/30/2020
Investments by Borough Finance Director			
CORPORATE	10,998,000.00	11,108,114.00	11,122,848.60
COMMERCIAL PAPER	0.00	0.00	0.00
MUNICIPAL	0.00	0.00	0.00
AGENCY	26,250,000.00	26,362,395.36	26,439,721.00
US TREASURY	4,000,000.00	3,989,740.00	4,005,640.00
Total Investment by Borough Finance Director:	41,248,000.00	41,460,249.36	41,568,209.60
Investment with External manager:			
CORPORATE	33,495,000.00	33,623,522.00	34,776,932.45
MUNICIPAL	17,835,000.00	18,132,052.30	18,340,772.15
AGENCY	39,861,649.79	40,138,705.55	41,000,697.19
US TREASURY	17,025,000.00	17,086,583.41	18,148,806.50
Total Security Investment with External manager:	108,216,649.79	108,980,863.26	112,267,208.29
TOTAL SECURITY INVESTMENTS	149,464,649.79	150,441,112.62	153,835,417.89
CASH & CASH EQUIVALENTS	78,512,706.63	78,512,706.63	78,512,706.63
SPECIAL ASSESSMENTS	783,419.55	783,419.55	783,419.55
TOTAL PORTFOLIO	228,760,775.97	229,737,238.80	233,131,544.07

Investment Portfolio - Purchase Price	\$ 152,477,710.52
Investment Portfolio - Fair Value 6/30/20	155,872,015.79
Fair Value Adjustment - 6/30/20	3,394,305.27
Fair Value Adjustment - 6/30/19	1,308,728.94
Change in Fair Value FY2020	\$ 2,085,576.33



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