

# Kenai Peninsula Borough

*144 North Binkley Street*

*Soldotna, AK 99669*



## Meeting Agenda

**Tuesday, October 13, 2020**

**6:00 PM**

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

### **Assembly**

*Kelly Cooper, President*

*Hal Smalley, Vice President*

*Norm Blakeley*

*Jesse Bjorkman*

*Kenn Carpenter*

*Tyson Cox*

*Willy Dunne*

*Brent Hibbert*

*Brent Johnson*





# Assembly Meeting Schedule

**TUESDAY, OCTOBER 13, 2020**

- |                |  |
|----------------|--|
| <b>2:15 PM</b> | <b>Finance Committee</b>                 |
| <b>3:15 PM</b> | <b>Lands Committee</b>                   |
| <b>3:45 PM</b> | <b>Policies and Procedures Committee</b> |
| <b>4:30 PM</b> | <b>Legislative Committee</b>             |
| <b>6:00 PM</b> | <b>Regular Assembly Meeting</b>          |

Above listed meetings will be held in:

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





# Finance Committee

October 13, 2020

2:15 PM

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

Brent Hibbert, Chair

Tyson Cox, Vice Chair

Brent Johnson

## AGENDA

### PUBLIC HEARINGS ON ORDINANCES

1. Ordinance 2020-19-07: Appropriating Refinanced 2013 Bear Creek Fire Service Area General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) ..... 12
2. Ordinance 2020-19-08: Appropriating Refinanced 2013 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) ..... 16
3. Ordinance 2020-19-09: Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) ..... 20
4. Ordinance 2020-39: Providing for Extension of an Exception to the Operating Agreement Between the Kenai Peninsula Borough and Central Peninsula General Hospital, Inc. to Allow Cash in Excess of 90 Days to be Retained by Central Peninsula General Hospital, Inc. as of September 30, 2020 Due to the COVID-19 Pandemic (Mayor) ..... 24
5. Ordinance 2020-40: Exempting the Kenai Peninsula Borough Cares Act Coronavirus Relief Fund Grant Programs from KPB 19.30.020-19.30.070, Relating to Economic Development (Mayor) ..... 31

### NEW BUSINESS

1. Resolutions
  - \*a. Resolution 2020-070: Amending the Spending Plan for CARES Act Coronavirus Relief Funds Received from the State of Alaska, and Authorizing the Mayor to Enter into Grant or Other Agreements with Alaska Housing Finance Corporation to Administer a Housing Relief Program (Mayor, Cox, Smalley)

- \*b. Resolution 2020-071: Amending the Spending Plan Approved for CARES Act Coronavirus Relief Funds Received from the State of Alaska, to Fund Retrofitting at the Borough's Poppy Lane Facility and to Supplement the Tech-911 Backup Dispatch Answering Center Project (Mayor) ..... 135

2. Ordinances for Introduction

- \*a. Ordinance 2020-42: Assessment Confirming the Assessment Roll for the South Kalifornsky Beach Road Utility Special Assessment District and Establishing the Method for Terminating Assessments and Making Refunds to Property Owners (Mayor) (Hearing on 11/10/20) ..... 155

\*Consent Agenda Items



# Lands Committee

October 13, 2020

3:15 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

#### 2. Ordinances for Introduction

- \*b. Ordinance 2020-43: Amending KPB 21.44.110, Nonconforming Uses, to Clarify Expansion Related to Agricultural Purposes, that a Nonconforming Use Runs with the Land, and to Extend the Nonconforming Use Application Deadline for C & H Estates (Mayor) (Hearing on 11/10/20) ..... 170
- \*c. Ordinance 2020-44: Authorizing the Lease of Approximately 2,500 Square Feet of Borough Owned Land to Atlas Tower 1 LLC for the Construction and Maintenance of a Communication Tower Site (Mayor) (Hearing on 11/10/20) ..... 174

#### 3. Other

- \*a. Petition to Vacate a 100' Section Line Easement within Tract B, Quartz Creek Subdivision (Plat SW 94-11). The Section Line Easement, Running East to West, is Unconstructed and Located within the SW 1/4 Section 25 and the NW 1/4 Section 36, Township 5 North, Range 3 West, Seward Meridian, Alaska, Within the Kenai Peninsula Borough. KPB File 2020-098V ..... 246

*[Clerk's Note: The Planning Commission approved the above referenced petition to vacate at its September 14, 2020 by majority consent.]*

- \*b. Petition to Vacate the 66-Foot-Wide Public Right-of-Way Easement Within Lot 2B and Lot 3B Questa Woods Estates #6 (Plat SW 2003-14). The Public Right-of-Way Easement was Labeled and Granted as a 66-Foot Wide Section Line Easement Per Questa Woods Estates #6, Plat SW 2003-14. The Right-of-Way Being Vacated is Unconstructed and Located

Within the SE 1/4 of Section 14, Township 1 North, Range 1 West, Seward Meridian, Alaska, Within the Kenai Peninsula Borough. KPB File 2020-094V. ....278

*[Clerk's Note: The Planning Commission approved the above referenced petition to vacate at its September 14, 2020 by unanimous consent.]*

\*Consent Agenda Items



# Policies and Procedures Committee

October 13, 2020

3:45 PM

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

Willy Dunne, Chair

Hal Smalley, Vice Chair

Kenn Carpenter

## AGENDA

### PUBLIC HEARINGS ON ORDINANCES

- 6. Ordinance 2020-38: Approving the Revised Kenai Peninsula Borough Emergency Operations Plan (Mayor) ..... 34
- 7. Ordinance 2020-41: Authorizing Five Communications Site Lease Agreements at Certain Locations with SpitWSpots, Inc. (Mayor) ..... 44

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- 1. Resolutions
  - \*c. Resolution 2020-072: Certifying the Results of the October 6, 2020 Regular Borough Election (Cooper at the Request of the Borough Clerk) ..... LAYDOWN
- 2. Ordinances for Introduction
  - \*d. Ordinance 2020-45: Amending KPB 2.40, Planning Commission, KPB Title 20 Subdivisions, and KPB 21.20, Hearing and Appeals, to Correct Grammatical Errors, and Clarify and Improve Certain Administrative Procedures (Mayor) (Hearing on 11/10/20) ..... 202
- 3. Other
  - \*c. Confirming Appointments to the Advisory Planning Commissions (Mayor) ..... 295

<u>Funny River APC</u>	<u>Seat</u>	<u>Term Expires</u>
James L Harpring	B	September 30,2023

<u>Hope/Sunrise APC</u>	<u>Seat</u>	<u>Term Expires</u>
Derrick Jabaay	E	September 30, 2023

- \*d. Confirming the Appointment to the Kenai Peninsula Borough Planning Commission (Mayor) ..... 303

<u>Appointment</u>	<u>Seat</u>	<u>Term Expires</u>
Davin Chesser	Northwest Borough	July 31, 2023

- \*e. Confirming the Appointments to the Kenai Peninsula Borough Service Areas (Mayor) ..... 306

Anchor Point Fire and Emergency Service Area  
Cherie Richter      Seat A      Term Expires 10/2023

Eastern Peninsula Highway Emergency Service Area Board  
Jessica Hogan      Seat E      Term Expires 10/2023  
Edward Kahles      Seat D      Term Expires 10/2023

Seldovia Recreational Service Area Board  
Amelia Pollack      Seat B      Term Expires 10/2023

- \*f. Confirming the Appointments to the Kenai Peninsula Borough Resilience and Security Advisory Commission (Mayor) ..... 315

East Peninsula (areas of Seward, Moose Pass, Cooper Landing)  
Jen Pletz      Term Expires 09/2021

Southwest Borough (areas of Seldovia, Port Graham, Homer, Kachemak City and Nanwalek)  
Brentwood Higman      Term Expires 09/2022

SouthCentral (areas of Anchor Point, Ninilchik, Kasilof, Clam Gulch)  
Agam Ohn-Bar      Term Expires 09/2023

Central Peninsula (areas of Sterling, Kenai, Soldotna, Kalifornsky)  
Mikel Salzetti      Term Expires 09/2021  
Richard L. Davidson      Term Expires 09/2022

Northwest Borough (areas of Hope, Tyonek, Nikiski)  
Michele Hartline      Term Expires 09/2023

At-Large (Any Geographical Area Listed)

Randy Arndt  
Rowland S. Waterman  
Alexandra Ravelo

Term Expires 09/2021  
Term Expires 09/2022  
Term Expires 09/2023

**MAYOR'S REPORT**..... 351

1. Assembly Requests/Responses - None
2. Agreements and Contracts
  - a. Sole Source CareHawk Intercom Equipment through Northern Support Services. .... 353
  - b. Authorization to Award a Contract for ITB21-005 South Peninsula Hospital Deaerator Replacement to Norcoast Mechanical, Inc., Anchorage, Alaska. .... 354
  - c. Authorization to Award a Contract for ITB21-012 911 Back Up Center Remodel to Orion Construction, Inc., Wasilla, Alaska. .... 356
  - d. Authorization to Award a Contract for RFP21-003 Janitorial Services to Touch of Gold Cleaning of Nikiski, Alaska. .... 358
  - e. Authorization to Award a Contract for ITB21-010 FY21 Gravel Roads – North Region, Unit 2, to Chumley’s Inc., Nikiski, Alaska..... 360
  - f. Authorization to Award a Contract for ITB21-010 FY21 Gravel Roads – West Region, Units 2&6 to Foster Construction, LLC, Soldotna, Alaska. .... 362
  - g. Authorization to Award a Contract for ITB21-010 FY21 Gravel Roads – South Region, Units 3&4 to East Road Services, Inc., Homer, Alaska. .... 364
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  - i. O2Prime Ionization Project, through Siemens GSA Contract – South Peninsula Hospital. .... 368
  - j. O2Prime Ionization Project, through the Siemens GSA Contract – Central Peninsula Hospital and Heritage Place. .... 369

k.	O2Prime Ionization Project, through the Siemens GSA Contract – Homer Area Schools. ....	370
l.	O2Prime Ionization Project, through the Siemens GSA Contract – Seward Area Schools. ....	371
m.	O2Prime Ionization Project, through the Siemens GSA Contract – North Peninsula Recreation and Nikiski Fire Station #2. ....	372
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o.	O2Prime Ionization Project, through Siemens GSA Contract – Soldotna Area Schools .....	374
p.	O2Prime Ionization Project, through the Siemens GSA Contract – Borough Administration Building, Office of Emergency Management Building and Kenai River Center .....	375
q.	NPRSA Pool Digital Control Retrofit to Siemens, Under the Government General Services Administration (GSA) Contract. ....	376
r.	Authorization to Award a Contract for ITB21-013 Kenai Peninsula Borough Assembly Chamber Renovations to Orion Construction, Inc., Wasilla, Alaska. ....	377
3.	Other	
a.	Revenue-Expenditure report – August 2020 .....	379
b.	Budget Revisions – August 2020.....	382
c.	Litigation Status Report – Quarter Ending 09/30/20.....	384

\*Consent Agenda Items



# Legislative Committee

October 13, 2020

4:30 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

- \*d. Resolution 2020-073: Declaring a Local Economic Disaster and Requesting that the Governor of the State of Alaska Declare an Economic Disaster for the Upper Cook Inlet Fisheries Region and Supporting a Recovery Plan (Mayor, Johnson) ..... 146
- \*e. Resolution 2020-074: Advocating for a Reduction of Halibut Bycatch (Cooper, Johnson) ..... 150

\*Consent Agenda Items





# Assembly Agenda

October 13, 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 Teresa Baker.]*

## 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 2020-070
- Resolution 2020-071
- Resolution 2020-072
- Resolution 2020-073
- Resolution 2020-074
- Ordinance 2020-42
- Ordinance 2020-43
- Ordinance 2020-44
- Ordinance 2020-45
- Petition to Vacate – Quartz Creek Subd.
- Petition to Vacate – Questa Woods Estates
- Advisory Planning Commission Appointments
- Planning Commission Appointment
- Service Area Appointments

Resilience and Security Advisory Commission Appointments

ACTION ITEMS ELIGIBLE TO BE ADDED TO THE CONSENT AGENDA

- Ordinance 2020-19-07
- Ordinance 2020-19-08
- Ordinance 2020-19-09
- Ordinance 2020-39
- Ordinance 2020-40
- Ordinance 2020-38
- Ordinance 2020-41

**VACANCY, DESIGNATION OR SEATING MEMBERS**

- 1. Swear-In Newly Elected Assembly Members

**APPROVAL OF MINUTES**

- \*1. September 15, 2020 Regular Assembly Meeting Minutes ..... 1

**COMMENDING RESOLUTIONS AND PROCLAMATIONS**

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

- 1. Kenai Peninsula Borough School District Quarterly Report (10 Minutes)
- 2. Kenai Peninsula Economic Development District Update, Tim Dillon, Executive Director (10 Minutes)

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

(3 minutes per speaker; 20 Minutes aggregate)

**ITEMS NOT COMPLETED FROM PRIOR AGENDA**

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

- 1. Ordinance 2020-19-07: Appropriating Refinanced 2013 Bear Creek Fire Service Area General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) (Referred to Finance Committee) ..... 12
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3.	<u>Ordinance 2020-19-09</u> : Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) (Referred to Finance Committee)....	20
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**UNFINISHED BUSINESS**

**NEW BUSINESS**

1.	Resolutions	
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Answering Center Project (Mayor) (Referred to Finance Committee) .....	141
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*d. <u>Resolution 2020-073</u> : Declaring a Local Economic Disaster and Requesting that the Governor of the State of Alaska Declare an Economic Disaster for the Upper Cook Inlet Fisheries Region and Supporting a Recovery Plan (Mayor, Johnson) (Referred to Legislative Committee) .....	146
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<u>Funny River APC</u>	<u>Seat</u>	<u>Term Expires</u>
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Cherie Richter	Seat A	Term Expires 10/2023
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Edward Kahles	Seat D	Term Expires 10/2023
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Seldovia Recreational Service Area Board

Amelia Pollack	Seat B	Term Expires 10/2023
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Jen Pletz	Term Expires 09/2021
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Southwest Borough (areas of Seldovia, Port Graham, Homer, Kachemak City and Nanwalek)

Brentwood Higman	Term Expires 09/2022
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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. November 10, 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**

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

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

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





# Kenai Peninsula Borough

144 North Binkley Street  
Soldotna, AK 99669

## Meeting Minutes

### Assembly

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

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Tuesday, September 15, 2020

6:00 PM

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

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### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### INVOCATION

[Clerk's Note: The invocation was offered by Barrett Fletcher.]

### ROLL CALL

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

**Excused:** 1 - Norm Blakeley

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

Assembly Member Smalley stated the Legislative Committee met and discussed its

agenda items.

## APPROVAL OF AGENDA AND CONSENT AGENDA

Smalley moved to approve the agenda and consent agenda.

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

[KPB-2799](#) September 1, 2020 Regular Assembly Meeting Minutes  
approved.

[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 (Mayor)

*[Clerk's Note: The final Whereas clause of Budget Ordinance 2020-19-05 was amended to read, "at its meeting held on August 27, 2020, the CPGH, Inc. Board of Directors recommended approval by the passage of CPGH Resolution 2020-49."*

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

[2020-19-06](#) An Ordinance Appropriating \$111,869.20 to Fund a Former State Dispatch Position at the Soldotna Public Safety Communications Center (Mayor)

**This Budget Ordinance was enacted.**

[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 (Mayor)

**This Ordinance enacted.**

[2020-064](#) A Resolution Authorizing the Mayor to Enter into Cooperative Agreements Between the Kenai Peninsula Borough and the Cities of Homer, Kenai, Seldovia, Seward, Soldotna and Kachemak City for the Cooperative and/or Joint Administration of Powers Relating to the Use of Cares Act Coronavirus Relief Funds Received from the State of Alaska (Mayor)

*[Clerk's Note: the final whereas clause in Resolution 2020-064 was amended to read, "the cooperative agreements, which [MAY] shall be included as attachments in the subgrant agreements with the cities, shall include a provision for the cooperative or joint administration of powers between the borough and*

*each city as necessary to subgrant some of the CRF funds granted to the borough to assist in the response to and recovery from the COVID-19 pandemic emergency;"]*

**This Resolution was adopted as amended.**

[2020-065](#) A Resolution Authorizing One New Dispatcher I Position in the Soldotna Public Safety Communications Center (Mayor)

**This Resolution was adopted.**

[2020-069](#) A Resolution Amending the Spending Plan Approved in Resolutions 2020-047, 2020-056, 2020-057 for Cares Act Coronavirus Relief Funds Received from the State of Alaska (Mayor)

*[Clerk's Note: Assembly Members Cox and Hibbert declared possible conflicts of interest due to receiving CARES Act Coronavirus Relief Funds for their businesses. President Cooper ruled a conflict did exist. Assembly Members Cox and Hibbert abstained from the discussion and vote on Resolution 2020-069.]*

**This Resolution was adopted.**

[2020-19-07](#) An Ordinance Appropriating Refinanced 2013 Bear Creek Fire Service Area General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

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

[2020-19-08](#) An Ordinance Appropriating Refinanced 2013 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

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

[2020-19-09](#) An Ordinance Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

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

[2020-39](#) An Ordinance Providing for Extension of an Exception to the Operating Agreement Between the Kenai Peninsula Borough and Central Peninsula General Hospital, Inc. to Allow Cash in Excess of 90 Days to be Retained by Central Peninsula General Hospital, Inc. as of September 30, 2020 Due to the COVID-19 Pandemic (Mayor)

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

[2020-40](#) An Ordinance Exempting the Kenai Peninsula Borough Cares Act

Coronavirus Relief Fund Grant Programs from KPB 19.30.020 – 19.30.070, Relating to Economic Development (Mayor)

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

[2020-41](#) An Ordinance Authorizing Five Communications Site Lease Agreements at Certain Locations with SpitWSpots, Inc. (Mayor)

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

[KPB-2788](#) Approving a Letter of Non-Objection for a Restaurant Designation Permit filed by The Salmon Bake, License Number 4153

**approved.**

[KPB-2789](#) Approving a Letter of Non-Objection to the Issuance of the New Liquor License as Requested by Stoney Creek Brew House, License No. 5921

**approved.**

[KPB-2796](#) Confirming Appointments to Advisory Planning Commissions (Mayor)

Cooper Landing APC

Yvette Galbraith, Seat C, Term Expires 09/30/2023

Heather Harrison, Seat D, Term Expires 09/30/2023

Hope/Sunrise APC

James Skogstad, Seat G, Term Expires 09/30/2023

Kachemak Bay APC

Andrea Kosto, Seat A, Term Expires 09/30/2023

Kalifornsky APC

Stephen Ford, Seat B, Term Expires 09/30/2023

Funny River APC

Claudette Knickerbocker, Seat A Expires 09/30/2023

**approved.**

[KPB-2797](#) Approval of the Precinct Boards, Canvass Board and Absentee Voting Officials for the October 6, 2020 Regular Municipal Election and Possible Mayoral Run-Off on October 27, 2020.

**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

**Excused:** 1 - Blakeley

**COMMENDING RESOLUTIONS AND PROCLAMATIONS**

**PRESENTATIONS WITH PRIOR NOTICE**

- 1. [KPB-2798](#) South Peninsula Hospital Quarterly Report (10 Minutes)

[Clerk's Note: Ryan Smith, South Peninsula Hospital CEO gave a 10-minute quarterly report to the assembly.]

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

President Cooper called for public comment with none being offered.

**ITEMS NOT COMPLETED FROM PRIOR AGENDA**

**UNFINISHED BUSINESS**

- 1. Postponed Items

[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 (Cooper, Cox, Smalley, Dunne, Johnson, Bjorkman)

[Clerk's Note: The motion to adopt Resolution 2020-061 was on the floor from the 09/15/20 assembly meeting.]

Assembly Member Cox declared a possible conflict of interest due to his wife being employed part-time for the school district.

Assembly Member Bjorkman declared a possible conflict of interest as he is employed by the school district.

President Cooper ruled that a conflict did not exist.

President Cooper called for public comment.

The following people spoke in support of Resolution 2020-061:

**Dave Jones**, Assistant superintendent, Kenai Peninsula Borough School District  
**Debbie Cary**, Ninilchik

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

**The motion to adopt Resolution 2020-061 carried by the following vote:**

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

**Excused:** 1 - Blakeley

[KPB-2776](#) Confirming Appointment to the Kenai Peninsula Borough Planning Commission (Mayor)

Lou Oliva, Seat Northwest Borough, Term Expires 07/31/2023

[Clerk's Note: A motion was on the floor from the August 4, 2020 assembly meeting.]

Assembly Members Carpenter and Hibbert spoke in support of the appointment.

Assembly Members Dunne, Johnson, Smalley and Cox spoke in opposition to the appointment.

**The motion to approve the confirmation to the Planning Commission failed by the following vote:**

**Yes:** 4 - Bjorkman, Carpenter, Hibbert, and Cooper

**No:** 4 - Cox, Dunne, Johnson, and Smalley

**Excused:** 1 - Blakeley

## NEW BUSINESS

### 1. Resolutions

[2020-066](#) A Resolution Extending the Deadline for Submission of the Anadromous Waters Habitat Protection Work Group's Final Report (Mayor)

**Dunne moved to adopt Resolution 2020-066.**

President Cooper called for public comment with none being offered.

**President Cooper passed the gavel to Vice President Smalley and made a motion to postpone Resolution 2020-066 to the October 13, 2020 assembly meeting.**

Assembly Members Carpenter, Hibbert and Bjorkman spoke in opposition to the postponement Resolution 2020-066.

**The motion to postpone Resolution 2020-066 failed by the following vote:**

**Yes:** 4 - Cox, Dunne, Smalley, and Cooper

**No:** 4 - Bjorkman, Carpenter, Hibbert, and Johnson

**Excused:** 1 - Blakeley

Assembly Member Dunne spoke in support of Resolution 2020-066.

Vice President Smalley returned the gavel to President Cooper.

**The motion to adopt Resolution 2020-066 carried by the following vote:**

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

**No:** 1 - Cooper

**Excused:** 1 - Blakeley

[2020-067](#)

A Resolution Authorizing the Assembly President to Sign Kenai Peninsula Borough, City of Kenai and City of Soldotna Joint Resolution No. 2020-001, Encouraging all Residents to Take the Necessary Precautions and Follow the Recommended Preventative Measures of the Center for Disease Control to Reduce the Spread of COVID-19 in Our Community During the Public Health Emergency (Mayor)

**Smalley moved to adopt Resolution 2020-067.**

President Cooper called for public comment with none being offered.

Assembly Members Johnson, Smalley and Cox spoke in support of Resolution 2020-067.

Assembly Member Bjorkmman spoke in opposition to Resolution 2020-067.

President Cooper passed the gavel to Vice President Smalley and spoke in support of Resolution 2020-067. Vice President Smalley returned the gavel to President Cooper.

**Smalley moved to amend Resolution 2020-067 as follows:**

The title to read, "A Resolution Authorizing the Assembly President to Sign Kenai Peninsula Borough, City of Homer, City of Kenai and City of Soldotna Joint Resolution No. 2020-001, Encouraging all Residents to Take the Necessary Precautions and Follow the Recommended Preventative Measures of the Center for Disease Control to Reduce the Spread of COVID-19 in our Community During the Public Health Emergency" and the Third Whereas Clause to read, "WHEREAS, the borough believes the best interest of the public would be served by entering into a Joint Resolution No. 2020-001 with the cities of Homer, Soldotna and Kenai for the

promotion of the community awareness to take all necessary precautions and to follow the recommended preventative measures of the Center for Disease Control ("CDC") to reduce the spread of COVID-19 in our communities;"

**The motion to amend Resolution 2020-067 carried by the following vote:**

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

**Excused:** 1 - Blakeley

**The motion to adopt Resolution 2020-067 as amended carried by the following vote:**

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

**No:** 1 - Bjorkman

**Excused:** 1 - Blakeley

### 2020-068

A Resolution to Resume In-Person Assembly Meetings in Accordance with the Recommended COVID-19 Safety Guidelines Established by the Center for Disease Control and the Alaska Department of Health and Social Services

**Dunne moved to adopt Resolution 2020-068.**

President Cooper called for public comment with none being offered.

**Cox moved to amend Resolution 2020-068 as follows:**

Section 2 to read, "The clerk's office will coordinate with the borough's IT department to provide the most inclusive solution for a hybrid in person and remote accessible assembly meeting by integrating a live meeting digital platform such as zoom. [FOR THE PUBLIC]"

Assembly Members Cox and Johnson spoke in support of the amendment.

Assembly Member Bjorkman spoke in opposition to the amendment.

**The motion to amend Resolution 2020-068 failed by the following vote:**

**Yes:** 4 - Cox, Dunne, Johnson, and Smalley

**No:** 4 - Bjorkman, Carpenter, Hibbert, and Cooper

**Excused:** 1 - Blakeley

**Smalley moved to amend Resolution 2020-068 as follows:**

Section 1 to read, "The assembly requests that meetings of the Kenai Peninsula Borough Assembly be open to in-person access in accordance with the CDC and DHSS COVID-19 safety guidelines, beginning [OCTOBER 13, 2020] November 10, 2020."

**The motion to amend carried by the following vote:**

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

**No:** 1 - Hibbert

**Excused:** 1 - Blakeley

[Clerk's Note: Assembly Member Carpenter lost the Zoom meeting connection and did not cast his vote on Resolution 2020-028.]

**The motion to adopt Resolution 2020-068 as amended failed by the following vote:**

**Yes:** 3 - Bjorkman, Smalley, and Cooper

**No:** 4 - Cox, Dunne, Hibbert, and Johnson

**Excused:** 1 - Blakeley

**Absent:** 1 - Carpenter

## MAYOR'S REPORT

### [KPB-2791](#) Mayor's Report Cover Memo

1. Assembly Requests/Responses
2. Agreements and Contracts
  - a. [KPB-2792](#) Authorization to Award a Contract for RFP21-001 North Peninsula Recreation Service Area Pool Roof Professional Designs Services to Architects Alaska, Inc., Anchorage, Alaska.
  - b. [KPB-2793](#) Authorization to Award a Contract for ITB21-003 River Center Communications Tower to Peak Signals, LLC., Palmer, Alaska.
  - c. [KPB-2794](#) Authorization to Award a Contract for RFP21-002 Communications Engineering Analysis (CAR18) to Tusa Consulting Services II, LLC., Covington, Louisiana.
3. Other
  - a. [KPB-2795](#) Certification of the 2020 Personal Property Supplemental Assessment Roll

## PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

President Cooper called for public comment.

Debbie Cary, Ninilchik spoke on the stress from the Coronavirus Pandemic and encouraged everyone to rejoice in the accomplishments made during the past eight

months.

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

## ASSEMBLY COMMENTS

Vice President Smalley congratulated KPB employee of the month Lauri Lingafelt and Joanne Rogers on her retirement from the Borough.

Assembly Member Bjorkman thanked everyone for their participation and hard work. He wished everyone a good evening.

Assembly Member Carpenter thanked everyone for their participation. He spoke on the importance of respecting campaign signs during the elections season. He encouraged everyone to slow down and drive safely.

Assembly Member Cox congratulated SoHi athletics on their hard work during fall sports. He encouraged everyone to go out and support local athletics. He wished everyone a good night.

Assembly Member Dunne thanked everyone for their participation. He encouraged everyone to educate themselves on the upcoming election and vote.

Assembly Member Johnson reminded everyone to tune into the KBBI roundtable on September 16, 2020 as the fire chiefs from Anchor Point and Ninilchik as well as the borough clerk were guests on the show.

Assembly Member Hibbert thanked Assembly Member Bjorkman for Resolution 2020-068 and for his passion for getting back to in-person meetings. He thanked Brenda Ahlberg and her staff for their hard work on the CARES Act grants for local business owners. He thanked the borough employees and administration for their hard work.

President Cooper expressed her gratefulness for the passion on the assembly and the hard work of all the borough employees.

## PENDING LEGISLATION

1. [2020-38](#) An Ordinance Approving the Revised Kenai Peninsula Borough Emergency Operations Plan (Mayor)

## INFORMATIONAL MATERIALS AND REPORTS

**ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS**

October 13, 2020 Regular Assembly Meeting

2:00 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 Ogle adjourned the meeting at 10:00 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of September 15, 2020.

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

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



Introduced by: Mayor  
Date: 09/15/20  
Hearing: 10/13/20  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-19-07**

**AN ORDINANCE APPROPRIATING REFINANCED 2013 BEAR CREEK FIRE  
SERVICE AREA GENERAL OBLIGATION BOND PROCEEDS FOR THE PURPOSE  
OF PAYING BOND REFINANCING ISSUANCE COSTS**

**WHEREAS,** the Kenai Peninsula Borough, Alaska (the “Borough”), to finance certain capital improvements in the Bear Creek Fire Service Area, issued and sold its Bear Creek Fire Service Area General Obligation Bonds, Series 2013, dated March 12, 2013, in the original principal amount of \$1,215,000 (the “2013 Bond”) to the Alaska Municipal Bond Bank (the “Bond Bank”), as authorized by Resolution No. 2012-091 of the Borough adopted on December 4, 2012 (the “Bond Resolution”), based on terms and conditions set forth in the Bond Resolution and a loan agreement between the Borough and the Bond Bank dated as of March 1, 2013 (the “Loan Agreement”); and

**WHEREAS,** the Bond Bank issued and sold its General Obligation and Refunding Bonds, 2013 Series One (the “Bond Bank Bonds”), to, among other things, provide funds to purchase the 2013 Bond, as provided in the Loan Agreement; and

**WHEREAS,** Section 6 of the Loan Agreement provides that payments of principal of and interest on the 2013 Bond may be adjusted to reduce debt service on the 2013 Bond if the Bond Bank is able to achieve debt service savings by refunding the Bond Bank Bonds; and

**WHEREAS,** the Bond Bank now intends to issue a series of its general obligation refunding bonds (the “Bond Bank Refunding Bonds”) for the purpose, among others, of refunding all, or a portion, of the outstanding Bond Bank Bonds and achieving debt service savings; and

**WHEREAS,** through Resolution 2020-044, the assembly approved the Borough’s participation in this refinancing and to authorize the mayor or his designee to accept a revised debt service schedule for the 2013 Bond if the Bond Bank successfully refinances the Bond Bank Bonds; and

**WHEREAS,** the Bond Bank anticipates a refinancing closing date of September 2020;

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

**SECTION 1.** That 2013 refinanced Bear Creek Fire Service Area bond proceeds in the amount of up to \$6,860 are appropriated to the Bear Creek Fire Service Area Capital Project Fund, account number 442.51210.21BND.49999 to pay costs related to the issuance.

**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.** That eligible costs incurred prior to the appropriation date will be charged to the project.

**SECTION 4.** This ordinance takes effect immediately upon its enactment.

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

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Kelly Cooper, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Finance Department

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor CP

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

**DATE:** October 1, 2020

**SUBJECT:** Amendment to Ordinance 2020-19-07, Appropriating Refinanced 2013 Bear Creek Fire Service Area General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs & Request to Postpone Hearing (Mayor)

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The Alaska Supreme Court's recent decision which invalidated a plan to sell bonds to pay oil tax credits has caused a certain amount of uncertainty in the Alaska bond market. The Alaska Department of Law has requested a rehearing to better define the scope of the ruling. The Alaska Municipal Bond Bank has delayed its bond issue for a time uncertain as a result of the recent decision. Therefore, pending further analysis of the effect of the Supreme Court ruling we are seeking to postpone the refinancing of the Bear Creek Fire Service Area General Obligation Bonds until after October 2020.

Based on the above circumstances, postponement of the hearing on this ordinance to the December 1, 2020, meeting is requested as well as the following amendment:

(Please note the bold underlined language is new and the bracketed ~~strikeout~~ language is to be deleted.)

- Amend the last whereas clause, as follows:

**WHEREAS,** the Bond Bank anticipates a refinancing closing date ~~[of September 2020]~~ following October 1, 2020;

Your consideration is appreciated.

**MEMORANDUM**

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

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

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

**DATE:** September 3, 2020

**SUBJECT:** Ordinance 2020-19- 07, Appropriating Refinanced 2013 Bear Creek Fire Service Area General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

---

In May 2020, the Kenai Peninsula Borough Assembly approved Resolution 2020-044, authorizing the Borough's participation in the refinancing of select series for the 2013 Bear Creek Fire Service Area general obligation bonds.

Due to reductions in long term interest rates, the Alaska Municipal Bond Bank has determined that a portion of the outstanding 2013 Bear Creek Fire Service Area bonds could be refinanced, with potential savings to borough residents of approximately \$50,000 in interest over the remaining life of the debt. This ordinance appropriates refinanced bond proceeds for the purpose of paying costs related to the issuance of the bond refinancing.

Your consideration is appreciated.

<b>FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED</b>	
Acct. No.	<u>442.00000.21BND.39010</u>
Amount:	<u>\$6,860.00</u>
By: <u>PP</u>	Date: <u>9/2/2020</u>

Introduced by: Mayor  
Date: 09/15/20  
Hearing: 10/13/20  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-19-08**

**AN ORDINANCE APPROPRIATING REFINANCED 2013 SCHOOL GENERAL  
OBLIGATION BOND PROCEEDS FOR THE PURPOSE OF PAYING BOND  
REFINANCING ISSUANCE COSTS**

**WHEREAS**, the Kenai Peninsula Borough, Alaska (the “Borough”), to finance certain educational capital improvements, issued and sold its Education Capital Improvement General Obligation Bond, Series 2013, dated November 14, 2013, in the original principal amount of \$20,860,000 (the “2013 Bond”) to the Alaska Municipal Bond Bank (the “Bond Bank”), as authorized by Resolution No. 2013-071 of the Borough adopted on October 8, 2013 (the “Bond Resolution”), based on terms and conditions set forth in the Bond Resolution and a loan agreement between the Borough and the Bond Bank dated as of November 1, 2013 (the “Loan Agreement”); and

**WHEREAS**, the Bond Bank issued and sold its General Obligation Bonds, 2013 Series Three (the “Bond Bank Bonds”), to, among other things, provide funds to purchase the 2013 Bond, as provided in the Loan Agreement; and

**WHEREAS**, Section 6 of the Loan Agreement provides that payments of principal of and interest on the 2013 Bond may be adjusted to reduce debt service on the 2013 Bond if the Bond Bank is able to achieve debt service savings by refunding the Bond Bank Bonds; and

**WHEREAS**, the Bond Bank now intends to issue a series of its general obligation refunding bonds (the “Bond Bank Refunding Bonds”) for the purpose, among others, of refunding all, or a portion, of the outstanding Bond Bank Bonds and achieving debt service savings; and

**WHEREAS**, through Resolution 2020-042, the assembly approved the Borough’s participation in this refinancing and to authorize the mayor or his designee to accept a revised debt service schedule for the 2013 Bond if the Bond Bank successfully refinances the Bond Bank Bonds; and

**WHEREAS**, the Bond Bank anticipates a refinancing closing date of September 2020;

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

**SECTION 1.** That 2013 refinanced school bond proceeds in the amount of up to \$6,860.00 are appropriated to the School Bond Capital Project Fund, account number 401.78050.21BND.49999 to pay costs related to the issuance.

**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.** That eligible costs incurred prior to the appropriation date will be charged to the project.

**SECTION 4.** This ordinance takes effect immediately upon its enactment.

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

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

ATTEST:

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

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Finance Department

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### MEMORANDUM

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

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

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

**DATE:** October 1, 2020

**SUBJECT:** Amendment to Ordinance 2020-19-08, Appropriating Refinanced 2013 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs & Request to Postpone Hearing (Mayor)

---

The Alaska Supreme Court's recent decision which invalidated a plan to sell bonds to pay oil tax credits has caused a certain amount of uncertainty in the Alaska bond market. The Alaska Department of Law has requested a rehearing to better define the scope of the ruling. The Alaska Municipal Bond Bank has delayed its bond issue for a time uncertain as a result of the recent decision. Therefore, pending further analysis of the effect of the Supreme Court ruling we are seeking to postpone the refinancing of the 2013 School General Obligation Bonds until after October 2020.

Based on the above circumstances, postponement of the hearing on this ordinance to the November 10, 2020, meeting is requested as well as the following amendment:

(Please note the bold underlined language is new and the bracketed strikeout language is to be deleted.)

- Amend the last whereas clause, as follows:

**WHEREAS,** the Bond Bank anticipates a refinancing closing date **[of September 2020] following October 1, 2020;**

Your consideration is appreciated.

**MEMORANDUM**

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

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

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

**DATE:** September 3, 2020

**SUBJECT:** Ordinance 2020-19 08, Appropriating Refinanced 2013 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

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In May 2020, the Kenai Peninsula Borough approved Resolution 2020-042, authorizing the Borough's participation in the refinancing of select series for the 2013 school general obligation bonds.

Due to reductions in long term interest rates, the Alaska Municipal Bond Bank has determined that a portion of the outstanding 2013 school bonds could be refinanced, with potential savings to borough residents of approximately \$670,000 in interest over the remaining life of the debt. This ordinance appropriates refinanced bond proceeds for the purpose of paying costs related to the issuance of the bond refinancing.

Your consideration is appreciated.

<b>FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED</b>	
Acct. No.	<u>401.00000.21BND.39010</u>
Amount:	<u>\$6,860.00</u>
By: <u>PP</u>	Date: <u>9/2/2020</u>

Introduced by: Mayor  
Date: 09/15/20  
Hearing: 10/13/20  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-19-09**

**AN ORDINANCE APPROPRIATING REFINANCED 2011 HOSPITAL GENERAL  
OBLIGATION BOND PROCEEDS FOR THE PURPOSE OF PAYING BOND  
REFINANCING ISSUANCE COSTS**

**WHEREAS**, the Kenai Peninsula Borough, Alaska (the “Borough”), refunded its Central Kenai Peninsula Hospital Service Area General Obligation Bonds, Series 2003, dated December 18, 2003, with proceeds of its Central Kenai Peninsula Hospital Service Area General Obligation Refunding Bonds, 2011, in the original principal amount of \$27,905,000 (the “2011 Bond”); and

**WHEREAS**, the 2011 Bond was issued pursuant to Borough Resolution 2011-073, adopted by the Assembly on July 5, 2011 (the “Bond Resolution”) and purchased by the Alaska Municipal Bond Bank (the “Bond Bank”), based on the terms and conditions set forth in the Bond Resolution and a loan agreement between the Borough and the Bond Bank dated as of September 15, 2011 (the “Loan Agreement”); and

**WHEREAS**, the Bond Bank issued and sold its General Obligation and Refunding Bonds, 2011 Series Three (the “Bond Bank Bonds”), to, among other things, provide funds to purchase the 2011 Bond, as provided in the Loan Agreement; and

**WHEREAS**, Section 6 of the Loan Agreement provides that payments of principal of and interest on the 2011 Bond may be adjusted to reduce debt service on the 2011 Bond if the Bond Bank is able to achieve debt service savings by refunding the Bond Bank Bonds; and

**WHEREAS**, the Bond Bank now intends to issue a series of its general obligation refunding bonds (the “Bond Bank Refunding Bonds”) for the purpose, among others, of refunding all, or a portion, of the outstanding Bond Bank Bonds and achieving debt service savings; and

**WHEREAS**, through Resolution 2020-043, the assembly approved the Borough’s participation in this refinancing and to authorize the mayor or his designee to accept a revised debt service schedule for the 2011 Bond if the Bond Bank successfully refinances the Bond Bank Bonds; and

**WHEREAS**, the Bond Bank anticipates a refinancing closing date of September 2020;

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

**SECTION 1.** That 2011 refinanced hospital bond proceeds in the amount of up to \$6,860 are appropriated to the Central Peninsula Hospital Capital Project Fund, account number 490.81110.21BND.49999 to pay costs related to the issuance.

**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.** That eligible costs incurred prior to the appropriation date will be charged to the project.

**SECTION 4.** This ordinance takes effect immediately upon its enactment.

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

---

Kelly Cooper, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough  
Finance Department

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**MEMORANDUM**

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

**THRU:** Charlie Pierce, Mayor CP

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

**DATE:** October 1, 2020

**SUBJECT:** Amendment to Ordinance 2020-19-09, Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs & Request to Postpone Hearing (Mayor)

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The Alaska Supreme Court's recent decision which invalidated a plan to sell bonds to pay oil tax credits has caused a certain amount of uncertainty in the Alaska bond market. The Alaska Department of Law has requested a rehearing to better define the scope of the ruling. The Alaska Municipal Bond Bank has delayed its bond issue for a time uncertain as a result of the recent decision. Therefore, pending further analysis of the effect of the Supreme Court ruling we are seeking to postpone the refinancing of the 2011 CPGH Hospital General Obligation Bonds until after October 2020.

Based on the above circumstances, postponement of the hearing on this ordinance to the November 10, 2020, meeting is requested as well as the following amendment:

(Please note the bold underlined language is new and the bracketed strikethrough language is to be deleted.)

- Amend the last whereas clause, as follows:

**WHEREAS,** the Bond Bank anticipates a refinancing closing date ~~[of September 2020]~~ following October 1, 2020;

Your consideration is appreciated.

**MEMORANDUM**

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

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

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

**DATE:** September 3, 2020

**SUBJECT:** Ordinance 2020- 19-09, Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor)

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In May 2020, the Kenai Peninsula Borough Assembly approved Resolution 2020-043, authorizing the Borough's participation in the refinancing of select series for the 2011 hospital general obligation bonds.

Due to reductions in long term interest rates, the Alaska Municipal Bond Bank has determined that a portion of the outstanding 2011 hospital bonds could be refinanced, with potential savings to borough residents of approximately \$200,000 in interest over the remaining life of the debt. This ordinance appropriates refinanced bond proceeds for the purpose of paying costs related to the issuance of the bond refinancing.

Your consideration is appreciated.

<b>FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED</b>	
Acct. No.	<u>490.00000.21BND.39010</u>
Amount:	<u>\$6,860.00</u>
By: <u>PP</u>	Date: <u>9/2/2020</u>

Introduced by: Mayor  
Date: 09/15/20  
Hearing: 10/13/20  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-39**

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

- WHEREAS,** the borough mayor issued a Disaster Emergency Declaration on March 16, 2020, due to the current and imminent impacts of the COVID-19 pandemic in the areas of the borough outside of the cities; and
- WHEREAS,** the assembly adopted Resolution 2020-060 on August 18, 2020 extending the disaster emergency to December 30, 2020; and
- WHEREAS,** the COVID-19 pandemic has resulted in 17 mandates issued by the State of Alaska, some of which have severely restricted hospital operations, adversely impacting finances and cash flow for Central Peninsula General Hospital, Inc. (CPGH, Inc.); and
- WHEREAS,** CPGH, Inc. estimates it will have cash exceeding 90 days' cash on hand as of September 30, 2020 due to the receipt of Medicare payments from the Accelerated and Advance Payment Program administered by the Centers for Medicare and Medicare Services (CMS) in the amount of \$17,958,796; and
- WHEREAS,** the advanced payment was received by CPGH, Inc. from CMS on April 20, 2020 and was originally slated for repayment 120 days following disbursement; and
- WHEREAS,** CPGH, Inc. has received notice that the CMS has postponed withholding claims payments until at least September 2020 to repay the advanced payment CPGH, Inc. received; and
- WHEREAS,** when CMS begins withholding claims payments to repay the advanced payment CPGH, Inc. received, it will reduce cash flow to CPGH, Inc. and increase cash out flow; and

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

**WHEREAS,** given the current COVID-19 situation the CPGH, Inc. administration has requested assembly consideration that CPGH, Inc. be allowed to retain the cash in excess of 90 days operating cash on hand on September 30, 2020; and

**WHEREAS,** CPGH Inc. has also requested to maintain the extension with prior mayor approval beyond the September 30, 2020 quarter end, as the repayment date may be extended again; and

**WHEREAS,** extending the exception until the CMS loan is repaid in full or CMS converts the loan into a grant would allow CPGH, Inc. to utilize the loan funding to provide repayment without partially liquidating the 90 days operating cash on hand and retain adequate cash to operate the hospital until the loan is repaid or forgiven; and

**WHEREAS,** if an exception is not authorized, CPGH, Inc. will need to submit several ordinances to the Kenai Peninsula Borough Assembly for approval over time to appropriate funds needed to repay the loan to CMS, while potentially reducing operating cash to a level below 90 days during the time needed to consider each ordinance; and

**WHEREAS,** at its meeting held on September 24, 2020 the CPGH, Inc. board recommended \_\_\_\_\_;

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

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

**SECTION 2.** The mayor may approve similar subsequent requests to allow CPGH, Inc. to retain cash in excess of 90 days operating cash, after thorough review until the Medicare loan is repaid in full or CMS converts the loan into a grant.

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

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

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Kelly Cooper, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Finance Department

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### MEMORANDUM

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

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

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

**DATE:** September 3, 2020

**RE:** Ordinance 2020 - 39, Providing for Extension of an Exception to the Operating Agreement Between the Kenai Peninsula Borough and Central Peninsula General Hospital, Inc. to Allow Cash in Excess of 90 Days to be Retained by Central Peninsula General Hospital, Inc. as of September 30, 2020 Due to the Covid-19 Pandemic (Mayor)

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

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

CPGH received Medicare payments from the Advance and Accelerated Payment Program administered by the Centers for Medicare and Medicare Services (CMS) in the amount of \$17,958,796 on April 20, 2020. To ensure CPGH makes the required repayments of those funds CMS originally indicated they would withhold claims payments to repay those advanced funds beginning in mid-August 2020, but has recently provided notice that the repayment would be postponed to start in September 2020. This will reduce cash flow to CPGH and increase its cash outflow.

To help prevent operating cash shortages, this ordinance would allow CPGH to retain 135 days' operating cash on hand at September 30, 2020 to fund the required repayment of advanced Medicare payments to CMS until CPGH has repaid all such funds to CMS. Additionally, it would authorize the mayor to approve similar requests after thorough review until the loan is repaid or CMS converts the loan into a grant. It is anticipated that the mayor will work with

September 3, 2020

Page 2

Re: Ordinance 2020-39

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CPGH, Inc. to reduce the amount of cash in excess of 90 days, as the balance owed is reduced and the impacts of the ongoing pandemic become known. If an exception is not authorized, it will require several ordinances to be approved by the Kenai Peninsula Borough Assembly over time to appropriate funds to repay the loan to CMS, while potentially reducing operating cash to a level below 90 days during the time needed to consider legislation.

Your support would be appreciated.

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**RESOLUTION 2020-xx**

**A RESOLUTION REQUESTING AN EXCEPTION TO THE OPERATING AGREEMENT BETWEEN THE KENAI PENINSULA BOROUGH AND CENTRAL PENINSULA GENERAL HOSPITAL, INC. TO ALLOW CASH IN EXCESS OF 90 DAYS TO BE RETAINED BY CENTRAL PENINSULA HOSPITAL, INC. UNTIL THE CENTERS FOR MEDICAID AND MEDICARE ADVANCED PAYMENT LOAN IS REPAID**

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1. **WHEREAS**, the current operating agreement requires cash, at each quarters end, in excess of 90 days operating cash on hand be transferred to the Borough for deposit into the Central Peninsula Hospital Plant Replacement and Expansion Fund; and,
2. **WHEREAS**, Central Peninsula General Hospital, Inc. (CPGH Inc.) estimates it will have cash exceeding 90 days of cash on hand beyond December 31, 2020 due to the receipt of Medicare payments from the Advance and Accelerated Payment Program administered by the Centers for Medicare and Medicare Services (CMS) in the amount of \$17,958,796; and
3. **WHEREAS**, the Kenai Peninsula Borough Assembly passed ordinance 2020-26 on June 2, 2020, providing an exception to the operating agreement authorizing CPGH Inc. to retain 135 days of cash on hand to repay the loan from CMS; and
4. **WHEREAS**, the additional 45 days authorized in Ordinance 2020-26 is approximately equal to the amount of the nearly \$18 million loan; and
5. **WHEREAS**, the terms of the loan stated CMS would begin withholding fee-for-service reimbursement of Medicare claims to CPGH, Inc. 120 days after disbursement of the loan funds; and
6. **WHEREAS**, the 120 deadline has now passed and CMS is not withholding reimbursements of claims resulting in approximately \$18 million continuing to be held in reserve on the CPGH, Inc. balance sheet; and
7. **WHEREAS**, if an exception to the Operating Agreement authorizing CPGH, Inc. to retain 135 days of cash on hand is not authorized before September 30, 2020, the entire amount of the loan held in reserve will be deposited into the Plant Replacement and Expansion Fund (PREF); and
8. **WHEREAS**, if an exception is not authorized, it will require several ordinances to be approved by the Kenai Peninsula Borough Assembly over time to appropriate funds to repay the loan to CMS; and
9. **WHEREAS**, CPGH, Inc. requests an exception to the current Operating Agreement that would allow the hospital to retain 135 days of cash on hand until the entire \$18 million loan from CMS is repaid in full or official action taken by CMS converts the loan into a grant;

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

**SECTION 1.** The CPGH, Inc., Board of Directors supports and authorizes this resolution requesting Kenai Peninsula Borough to pass an ordinance granting an exception to the Operating Agreement that allows CPGH, Inc. to retain 135 days of cash on until the CMS loan is repaid in full or the loan is officially converted to a grant by CMS not requiring repayment.

**SECTION 2.** The administration of Central Peninsula Hospital is directed to notify the Kenai Peninsula Borough Mayor immediately following the final payment of the CMS loan or upon being officially informed by CMS that it is converted to a grant.

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

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

I certify that the above resolution was approved by vote of the Central Peninsula General Hospital, Inc. Board of Directors at the [redacted] meeting.

Date: [redacted]

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



Introduced by: Mayor  
Date: 09/15/20  
Hearing: 10/13/20  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-40**

**AN ORDINANCE EXEMPTING THE KENAI PENINSULA BOROUGH CARES ACT  
CORONAVIRUS RELIEF FUND GRANT PROGRAMS FROM KPB 19.30.020 –  
19.30.070, RELATING TO ECONOMIC DEVELOPMENT**

**WHEREAS,** AS 29.35.210 authorizes the borough to exercise the power to provide by ordinance for economic development on a nonareawide basis; and

**WHEREAS,** the Alaska State Legislature 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,** the assembly has appropriated the grant funds and approved spending plans for these funds, a portion of which are intended to be used to promote economic recovery in the borough; and

**WHEREAS,** the borough is continuing to utilize and disseminate these funds and is expected to receive and grant additional funds to support economic recovery from the impacts of COVID-19; and

**WHEREAS,** KPB 19.30.020 – 19.30.070 of the borough code provide criteria, guidelines, and procedures for borough consideration of proposed economic development projects such as proposals intended to provide either a \$10 million increase in the property tax base or the addition of 25 full-time permanent jobs which are not appropriate for providing CRF grants and programs for the purpose of recovering from the COVID 19 pandemic; and

**WHEREAS,** KPB 19.30.010 states that the borough hereby exercises the power to provide for economic development within the borough in the areas outside of the cities pursuant to AS 29.35.210(a)(8); and

**WHEREAS,** to clarify that the borough’s CRF and CARES Act programs are not subject to KPB 19.30.020 – KPB 19.30.070, the borough’s best interests would be served by exempting the CRF and CARES Act funding plans from those provisions and clarify that the borough is exercising its economic development powers in the programs it is providing through these grant funds; and

**WHEREAS,** as the first approval of a CRF spending plan was in resolution 2020-047 effective June 16, 2020 this ordinance should be retroactively effective on that date;

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

**SECTION 1.** That the borough assembly hereby approves the exercise of economic development powers authorized by AS 29.35.210(a)(8) for disseminating CRF and CARES Act funds through programs approved by the assembly.

**SECTION 2.** That the CRF and CARES Act grant programs administered by the borough are exempt from KPB 19.30.020 – KPB 19.30.070.

**SECTION 3.** That this ordinance shall take effect retroactively on June 16, 2020.

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

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Kelly Cooper, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

**MEMORANDUM**

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

**THRU:** Charlie Pierce, Mayor CP

**FROM:** Colette Thompson, Borough Attorney CT

**DATE:** September 15, 2020

**RE:** Ordinance 2020-40, Exempting the Kenai Peninsula Borough Cares Act Coronavirus Relief Fund Grant Programs from KPB 19.30.020 – 19.30.070, Relating to Economic Development (Mayor)

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In Chapter 19.30 the borough code includes provisions establishing procedures and guidelines for the borough's exercise of economic development power. These are intended to limit the exercise of this power to certain types of large proposals to qualify for borough support. For example, they require a bank ready business plan and that the project is planned to provide either a \$10 million increase in the borough property tax base or a minimum of 25 permanent full-time jobs in the area of the borough outside the cities.

Response to and recovery from a pandemic using federal and state grant funds was not anticipated when these provisions were approved in 1999. This ordinance would exempt the CARES Act and Coronavirus Relief Fund (CRF) Grant Programs from the requirements of this chapter. As the first borough CARES Act and CRF grant programs were approved by the assembly in resolution 2020-047 effective June 16, 2020 we recommend that this ordinance be retroactively effective on that date.

Your consideration of this ordinance would be appreciated.



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:

**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)

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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.



# 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.

To view the Kenai Peninsula  
Borough Emergency Operations  
Plan, please visit

[https://www.kpb.us/emergency-  
mgmt/plans/eop](https://www.kpb.us/emergency-<br/>mgmt/plans/eop)

Introduced by: Mayor  
Date: 09/15/20  
Hearing: 10/13/20  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-41**

**AN ORDINANCE AUTHORIZING FIVE COMMUNICATIONS SITE LEASE  
AGREEMENTS AT CERTAIN LOCATIONS WITH SPITWSPOTS, INC.**

**WHEREAS**, SPITwSPOTS, Inc. is proposing to install communication towers and related equipment at borough owned or managed locations in the rural communities of Ninilchik, Nikolaevsk, Cohoe, Bear Creek and Tyonek; and

**WHEREAS**, SPITwSPOTS, Inc. was awarded a Coronavirus Aid, Relief, and Economic Security Act (CARES) borough grant to make rural communication improvements which would be applied to these project locations; and

**WHEREAS**, the CARES grant eligibility has a performance period ending this calendar year which necessitates an accelerated timeline for construction and installation of the communications facility equipment resulting in the need to expedite processing of the associated communication tower lease agreements; and

**WHEREAS**, communication site lease agreements have been negotiated in standard form and in consideration of the interests of the agencies associated with the land title; and

**WHEREAS**, the Anchor Point Fire Service Area Board at its regularly scheduled meeting of \_\_\_\_\_, 2020 recommended \_\_\_\_\_; and

**WHEREAS**, the Bear Creek Fire Service Area Board at its regularly scheduled meeting of \_\_\_\_\_, 2020 recommended \_\_\_\_\_; and

**WHEREAS**, the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of September 28, 2020 recommended \_\_\_\_\_;

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

**SECTION 1.** That the assembly finds that entering into communication site lease agreements with SPITwSPOTS, Inc., pursuant to KPB 17.10.100(I), authorizing the negotiated lease of borough lands, is in the best interest of the borough at the following locations:

- A) Lots 48 and 49, Nikolaevsk Village Subdivision No 4, Plat No. 80-33, Homer Recording District, State of Alaska (Parcels 165-640-45 & 165-640-44);
- B) Government Lot 2, excluding ITC Ninilchik Subdivision, Section 8, T2S, R14W, Seward Meridian, Alaska, Homer Recording District (Parcel 159-010-89);
- C) Tract D, Alaska State Land Survey 2005-6, Plat No. 2010-05, Kenai Recording District (Parcel 133-010-39);
- D) Lot 1A, Bear Creek Fire Station 2013 Replat, Plat No. 2013-05, Seward Recording District, State of Alaska (Parcel 144-012-42); and,
- E) Tebughna School, within Section 1, T11N, R11W, Seward Meridian, Alaska, Anchorage Recording District (Parcel 211-151-52), subject to concurrence by the Native Village of Tyonek.

This finding is based on the following facts:

- 1. The borough will receive a fair market rent, or a fair value in services in lieu of rent, for the term of the lease.
- 2. The land will be used to provide new communication sites that will improve connectivity services in rural areas of the Kenai Peninsula Borough.
- 3. That the communication improvements are compatible with the sites.

**SECTION 2.** Pursuant to KPB 17.10.230, the Assembly authorizes an exception to the requirements of KPB 17.10.080, KPB 17.10.090 and KPB 17.10.110 governing classification, disposition, and notice with respect to leasing of borough lands, based on the following facts:

- 1. That special circumstances or conditions exist.
  - a. The proposed leases are solely with SPITwSPOTS, Inc, for the purpose of constructing new cellular tower sites.
  - b. The leases are for ancillary uses that do not conflict with, or that do enhance, the primary use of the properties
- 2. That the exception is necessary for the preservation and enjoyment of a substantial property right and is the most practical manner of complying with the intent of this chapter.

- a. The notice requirement is intended to make the public aware of an opportunity to purchase borough property, which is unnecessary since the intent of the disposal is to lease the property solely to SPITwSPOTS, Inc.
  - b. The communication site uses are not primary factors in the land classification system.
3. That the granting of this exception will not be detrimental to the public welfare or injurious to other property in the area.
- a. Lease of communication sites on the subject parcels to SPITwSPOTS, Inc, is compatible with the current land uses and surrounding land uses.

**SECTION 3.** Based on the foregoing, the mayor is hereby authorized pursuant to KPB 17.10.100(I) to negotiate and enter into communications site lease agreements upon the properties identified in Section 1. The authorization shall be for a lease to SPITwSPOTS Inc., as grantee while also allowing for collocation or sublease of tower space to other internet and communication providers, if applicable.

**SECTION 4.** The mayor is authorized to execute communications site lease agreements with terms and conditions substantially similar to the agreements attached to this ordinance.

**SECTION 5.** SPITwSPOTS, Inc. shall have 90 days from the date of enactment of this ordinance to execute the lease agreement(s).

**SECTION 6.** That rent revenue from the subject lease shall be submitted to the borough finance department and deposited as follows:

Nikolaevsk Site Agreement: Anchor Point Fire & Emergency Service Area account 209.00000.00000.36316.

Ninilchik Site Agreement: Land Trust account 250.00000.00000.36316.

Cohoe Site Agreement: Land Trust account 250.00000.00000.36316

Bear Creek Site Agreement: Bear Creek Fire Service Area account 207.00000.00000.36316.

Tyonek Site Agreement: Land Trust account 250.00000.00000.36316.

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

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

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Kelly Cooper, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough  
Planning Department – Land Management Division

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**MEMORANDUM**

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

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

**FROM:** Marcus Mueller, Land Management Officer *MM*

**DATE:** October 1, 2020

**RE:** Amendment to Ordinance 2020-41, Authorizing Five Communications Site Lease Agreements at Certain Locations with SPITwSPOTS, Inc. (Mayor) (Hearing on 10/13/20)

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This amendment is submitted following a title search which revealed that the borough does not possess clear title to the parcel in Tyonek.

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

- Amend the title, as follows:

AN ORDINANCE AUTHORIZING **[FIVE] FOUR** COMMUNICATIONS SITE LEASE AGREEMENTS AT CERTAIN LOCATIONS WITH SPITWSPOTS, INC.

- Amend the first whereas clause, as follows:

**WHEREAS**, SPITwSPOTS, Inc. is proposing to install communication towers and related equipment at borough owned or managed locations in the rural communities of Ninilchik, Nikolaevsk, Coho ~~[,]~~ **and** Bear Creek ~~[and Tyonek]~~; and

- Amend Section 1 (C), (D) and (E), as follows:

C) Tract D, Alaska State Land Survey 2005-6, Plat No. 2010-05, Kenai Recording District (Parcel 133-010-39); **and**,

D) Lot 1A, Bear Creek Fire Station 2013 Replat, Plat No. 2013-05, Seward Recording District, State of Alaska (Parcel 144-012-42); ~~[and,]~~

~~[E) Tebughna School, within Section 1, T11N, R11W, Seward Meridian, Alaska, Anchorage Recording District (Parcel 211-151-52), subject to concurrence by the Native Village of Tyonek.]~~

➤ Amend Section 5, as follows:

**SECTION 5.** SPITwSPOTS, Inc. shall have ~~[90]~~ **15** days from the date of enactment of this ordinance to execute the lease agreement(s).

➤ Amend Section 6, as follows:

**SECTION 6.** That rent revenue from the subject lease shall be submitted to the borough finance department and deposited as follows:

Nikolaevsk Site Agreement: Anchor Point Fire & Emergency Service Area account 209.00000.00000.36316.

Ninilchik Site Agreement: Land Trust account 250.00000.00000.36316.

Cohoe Site Agreement: Land Trust account 250.00000.00000.36316.

Bear Creek Site Agreement: Bear Creek Fire Service Area account 207.00000.00000.36316.

~~[Tyonek Site Agreement: Land Trust account 250.00000.00000.36316.]~~

The draft communication site lease agreements for the four proposed site locations in the areas of Ninilchik, Nikolaevsk, Cohoe and Bear Creek are attached for your reference.

Your consideration of this amendment is appreciated.

Kenai Peninsula Borough  
Planning Department – Land Management Division

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**MEMORANDUM**

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

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

**FROM:** Marcus Mueller, Land Management Officer *mm*

**DATE:** September 15, 2020

**RE:** Ordinance 2020-41, Authorizing Five Communications Site Lease Agreements at Certain Locations with SPITwSPOTS, Inc. *(Mayor)*

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SPITwSPOTS, Inc. (SPITwSPOTS) is a peninsula based commercial wireless communications provider focusing services on high speed internet. SPITwSPOTS has requested to enter into leases for new communication tower sites on certain borough land in Nikolaevsk, Ninilchik, Cohoe, Bear Creek and the Tebughna School in Tyonek.

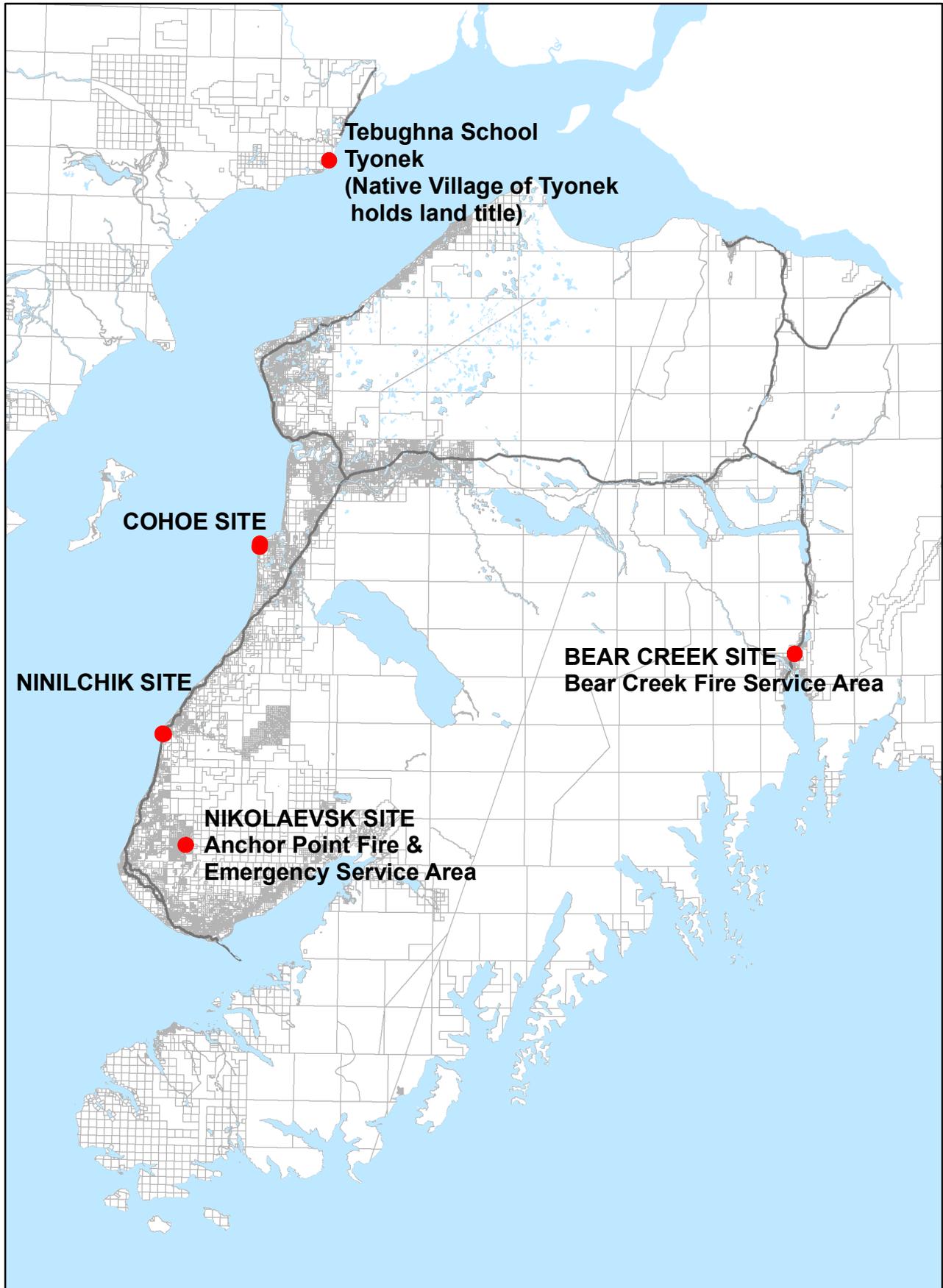
SPITwSPOTS was awarded a Coronavirus Aid, Relief, and Economic Security Act grant to make rural communications improvements. SPITwSPOTS infrastructure projects are on an accelerated construction timetable to meet the grant requirements.

The communication site leases have been negotiated using standard practices. Two of the locations were acquired by and operated by service areas. The two service areas have been consulting in the agreement process and the benefits of the respective leases would go to the service area.

The planning commission will hold a public hearing on this item at its regularly scheduling meeting on September 28, 2020.

Your consideration of this ordinance is appreciated.

# SpitwSpots, Inc. Communication Tower Lease Sites



0 10 20 40 Miles  
51

MAM 9/14/20

**MEMORANDUM**

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

THRU: Charlie Pierce, Borough Mayor *CP*

FROM: Marcus A. Mueller, Acting Planning Director *MAM*

DATE: September 30, 2020

RE: Ordinance 2020-41: An ordinance authorizing five communication site lease agreements at certain locations with SPITWSPOTS, Inc.

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The Kenai Peninsula Borough Planning Commission reviewed the subject ordinance during their regularly scheduled September 28, 2020 meeting.

A motion passed by unanimous vote (10 Yes, 0 No) to recommend the adoption of Ordinance 2020-41.

In the ordinance, please amend the last WHEREAS statement:

WHEREAS, The Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of September 28, 2020 recommended approval by unanimous vote.

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

**END OF STAFF REPORT**

Chair Martin opened the meeting for public comment.

Hearing no one wishing to comment Chair Martin closed public comment and discussion was opened amount the commission.

**MOTION:** Commissioner Morgan motioned, seconded by Commissioner Ecklund to postpone action on this item until the October 12, 2020 Planning Commission meeting.

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

Yes	10	No	0	Absent	0
Yes	Bentz, Brantley, Carluccio, Ecklund, Fikes, Gillham, Martin, Morgan, Ruffner, Venuti				
No	None				
Absent	None				

**AGENDA ITEM E3.**

**NEW BUSINESS**

Ordinance 2020:41: An ordinance authorizing fire communications site lease agreement at certain locations with SPITwSPOTS, Inc.

Staff report given by Marcus Mueller

SPITwSPOTS, Inc. is a peninsula based commercial wireless communications provider focusing services on high-speed internet. SPITwSPOTS has requested to enter into leases for new communication tower sites on certain borough line in Nikolaevsk, Niniichik, Cohoe, Bear Creek and the Tebughna School in Tyonek.

SPITwSPOTS was awarded a Coronavirus Aid, Relief, & Economic Security Act grant to make rural communication improvements. SPITwSPOTS infrastructure project are on an accelerated construction timetable to meet the grant requirements.

The communication site leases have been negotiated using standard practices. Two of the locations were acquired and operated by service areas. The two service areas have been consulting the in the agreement process and the benefits of the respective leases would go to the service areas.

Mr. Mueller brought to the attention of the commission the assembly memo regarding an amendment to Ordinance 2020-41 removing the Tyonek site. Following a title search, it was revealed that the borough does not possess clear title to the Tyonek parcel so that site was pulled.

**END OF STAFF REPORT**

Chair Martin opened the meeting for public comment.

Hearing no one wishing to comment Chair Martin closed public comment and discussion was opened amount the commission.

**MOTION:** Commissioner Venuti motioned, seconded by Commissioner Gillham to forward to the Assembly a recommendation to adopt the amended Ordinance 2020-41.

Commissioner Ecklund asked staff if the height of the proposed towers was known. Mr. Mueller replied that typically the towers are 100' in height. He noted there was some discussion regarding the Bear Creek tower being either a 60' or a 100' tower. The Bear Creek Service Area Board has given Fire Chief Brackin the authority to negotiate with SPITwSPOTS the specifics on the Bear Creek tower. Commissioner Ecklund then ask if any of the other sites had been discussed with advisory planning commissions (APC) or service

area boards. Mr. Mueller replied that none of the sites were within APC areas. The Nikolaevsk site is on Anchor Point Fire Service property and there have been discussions with Chief Parkinson but he did not know if the lease had gone to the service area board for review. Commissioner Ecklund asked if the minutes from the service area board meetings would be included in the information going before the Assembly. Mr. Mueller replied that the Bear Creek service area board meeting minutes will go before the Assembly and he will check on the status of the Anchor Point service area board.

Commissioner Venuti stated that best practice is to site towers on lots so that if they were to collapse they would not damage property on neighboring lots. He asked Mr. Mueller if this standard was going to be followed with these towers. Mr. Mueller replied that the tower company selected the sites and the borough reviewed the sites to ensure that the activities were compatible with site management. Mr. Mueller also stated that the only tower that was close to a property line was the Bear Creek tower and that particular site is over an acre in size. The tower company is required to carry commercial general liability insurance listing the KPB as additionally insured on all the towers. So the borough would not be liable in the unlikely event should a tower collapse.

**MOTION PASSED:** Hearing no further discussion or objection, the motion passed by unanimous consent.

Yes		10	No	0	Absent	0
Yes		Bentz, Brantley, Carluccio, Ecklund, Fikes, Gillham, Martin, Morgan, Ruffner, Venuti				
No		None				
Absent		None				

AGENDA ITEM E2.

NEW BUSINESS

Ordinance 2020-\_\_: An ordinance amending Kenai Peninsula Borough Code of Ordinance including Chapter 2.40 – Planning Commission, Title 20 – Subdivisions, Chapter 21.20 – Hearing & Appeals, to correct grammatical errors, clarify and improve certain administrative procedures

Staff report given by Scott Huff

Mr. Huff stated that staff has been working on this code rewrite for several years. The last time this code was revised was back in 2014. Since that time staff has been keeping track of issue and things that needed to be address. This code rewrite attempts to address those identified issues. As a part of this rewrite staff has met with area surveyors, engineers and area cities to get their input. The area cities of Seward, Soldotna, Kenai, Homer, Seldovia and Kachemak Bay have had a chance to review on comment on this ordinance. The ordinance has also been sent to all the APCs for review and comment as well. Tonight he will take the commission through the sectional analysis. Mr. Huff then suggested that the commission open this ordinance up for public comment, and then make a motion and open discussion among the commission. Then they can work through the sectional analysis and he can take their questions and comments and he will bring this back to the commission at the next meeting with an addendum addressing two more items he would like to include as well as any additions from the commission where they can then vote on the ordinance.

Chair Martin opened the meeting for public comment.

Hearing no one wishing to comment Chair Martin closed public comment and discussion was opened amount the commission.

**MOTION:** Commissioner Morgan motioned, seconded by Commissioner Ecklund to recommend to the Assembly the approval of Ordinance 2020-\_\_.

The following is a sectional analysis of the amendments to the subdivision regulation and KPB Chapter 21.20, Hearing and Appeals. Mr. Huff reviewed each section with the board.

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

## COMMUNICATIONS SITE LEASE AGREEMENT

This COMMUNICATIONS SITE LEASE AGREEMENT (this “Agreement”) will become effective when all parties have signed the Agreement (the “Effective Date”). This Agreement is entered into by the **Kenai Peninsula Borough**, a municipal corporation, whose mailing address is 144 North Binkley Street, Soldotna, Alaska 99669 (hereinafter the “KPB” or “Lessor”), and **SPITwSPOTS, Inc.**, an Alaska business corporation, whose mailing address is PO Box 15364, Homer, AK 99603 (hereinafter “Lessee”).

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

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

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

#### KPB

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

#### LESSEE

Name: SPITwSPOTS, Inc.  
Attn: McKenzie McCarthy  
369 E. Pioneer Avenue  
Suite B  
Homer, AK 99603

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

Appendix A: Lease Provisions Required by KPB 17.10

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

Exhibit 2: Leased Premises site sketch

Exhibit 3: Memorandum of Lease

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

## PART II. LEASE DESCRIPTION AND TERMS

### 4. DESCRIPTION OF PROPERTY.

(a) Subject to the terms and conditions of this Agreement, KPB hereby grants to Lessee an exclusive option to lease a certain portion of the Property containing approximately 100 square feet (10' x 10') including the air space above such ground space as described and depicted on Exhibit 1 and Exhibit 2 attached hereto (the "Leased Premises") for the placement of a Communication Facilities.

### 5. TERM.

(a) The initial term will be five (5) years (the "Initial Term"), commencing on the Effective Date.

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

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

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

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

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

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

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

**7. RENT.** Beginning on the Effective Date, Lessee shall pay to KPB a monthly rent payment of One Thousand and No/100 Dollars (\$1,000.00) ("Rent"), at the address set forth above on or before the fifth (5th) day of each calendar month in which Rent is due, in advance. Rent will be prorated for any partial month. On each anniversary of the Term Commencement Date, Rent shall adjust annually by Three percent

(3%) over the prior year's Rent amount. In addition to monthly Rent, the Lessee shall provide the site operator of the Property, Kenai Peninsula Borough Bear Creek Service Area, with a monthly credit of \$650 toward any services provided by the Lessee.

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

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

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

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

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

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

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

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

**12. EQUIPMENT, FIXTURES AND REMOVAL.** The Communication Facilities will at all times be the personal property of Lessee and/or its sublessees and licensees, as applicable. Lessee or its customers shall have the right to erect, install, maintain, and operate on the Leased Premises such equipment, structures, fixtures, signs, and personal property as Lessee may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Leased Premises, will not be deemed to be part of the Leased Premises, but will remain the property of Lessee or its customers. Unless otherwise agreed to in writing by the parties, within ninety (90) days after the expiration or earlier termination of this Agreement, or upon cessation, abandonment, or non-use of the tower for communication purposes for a period of 6 consecutive months following construction of the tower (the "Removal Period"), Lessee must remove its improvements and restore the Leased Premises to grade in a natural condition free of contamination, reasonable wear and tear excepted, which shall include removal of all concrete and other foundation materials to a depth of ten feet (10') below grade, and perform all obligations under this Agreement during the Removal Period, including without limitation, the payment of Rent on a prorated per diem basis, at the rate in effect upon the expiration or termination of this Agreement. Any property not so removed shall be deemed abandoned and may be removed and disposed of by KPB in such manner as KPB will determine, without any obligation on the part of KPB to account to Lessee for any proceeds therefrom. Time is of the essence.

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

#### **14. SUBLEASING AND REVENUE SHARE.**

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

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

the use of the improvements after the Effective Date; and (B) is not paying any rent or fees directly to Lessor for the use of ground space related to the use of Lessee's improvements.

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

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

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

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

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

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

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

(e) Except for the sublessees and licensees of Lessee, there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any

portion of the Leased Premises; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, or any equity or interest in KPB if KPB is an entity; and there are no parties (other than KPB) in possession of the Leased Premises except as to those that may have been disclosed to Lessee in writing prior to the execution hereof.

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

## **17. WAIVERS.**

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

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

**18. INSURANCE.** Insurance coverage required under this Agreement shall be primary and exclusive of any other insurance carried by the Borough. Minimum levels of insurance coverage required under this Agreement shall remain in effect for the life of this Agreement and shall be a part of the contract price. If Contractor's policies contain higher limits, the KPB shall be entitled to coverage to the extent of such higher limits. There shall be no cancellation or material change of the insurance coverages, or intent not to renew the insurance coverages as specified in this Agreement, without thirty (30) calendar days' prior written notice to the Borough. Certificates of Insurance, acceptable in form and content, will be delivered to the Borough at the time of submission of the signed Agreement and updated certificates shall be provided upon insurance coverage renewal, where applicable. Lessee and subcontractor(s), sublessees, sublicenses, of any tier shall provide and maintain:

(a) Commercial General Liability (CGL): The CGL Policy shall be written on an occurrence basis and with a limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each occurrence and aggregate. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, broad form property damage, independent contractors, products-completed operations, personal injury and advertising injury, explosion, collapse, underground hazards, and liability assumed under a contract including the tort liability of another assumed in a business contract. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy. This policy shall name the KPB as Additional Insured. To the extent damages are covered by commercial general liability insurance, subrogation shall be waived.

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

(c) Worker's Compensation Insurance: For all employees engaged in work under this Agreement, Workers' Compensation Insurance in accordance with the laws of the State of Alaska. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor(s) who directly or indirectly provides services under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each person and FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit. Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included.

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

(e) Automobile Liability: The Auto Liability Policy shall include a Combined Single Limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Underinsured and Uninsured Motorists limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Coverage shall include Non-Owned and Hired Car coverage. This policy shall name the KPB as Additional Insured. To the extent damages are covered by auto liability insurance, subrogation shall be waived.

(f) Full policies. At its option, the Borough may request copies of required policies and endorsements. Such copies shall be provided within (10) TEN CALENDAR DAYS of the Borough's request. All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Alaska.

(g) No Representation of Coverage Adequacy. By requiring insurance herein, the Borough does not represent that coverage and limits will necessarily be adequate to protect Lessee, sublessee, and/or contractor or subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and subcontractor(s) of any tier under the indemnities granted to the Borough in this Agreement.

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

**19. WAIVER OF SUBROGATION.** To the extent allowed by law, Lessee hereby grants to KPB a waiver of any right of subrogation which any insurer of said Lessee may acquire against the KPB by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the KPB has received a waiver of subrogation endorsement from the insurer. It is the Lessors sole and strict responsibility to notify its insurer of this obligation and obtain a waiver of subrogation endorsement from the insurer, if required.

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

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

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

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

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

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

**22. INDEMNIFICATION.**

(a) Lessee agrees to defend, indemnify, and hold harmless KPB, its employees, public officials, and volunteers, with respect to any action claim or lawsuit arising out of (1) a breach of this Agreement or (2) the use and occupancy of the Leased Premises or the Property by the Lessee. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages resulting from judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice to the KPB of any action, claim, or lawsuit. KPB will notify Lessee in a timely manner of the need for indemnification but such notice is not a condition precedent to Lessee's obligation and may be waived where the Lessee has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim or lawsuit is initiated, filed, or otherwise brought against KPB relating to the Lessee's use and occupancy of the Leased Premises or the Property. Notwithstanding the foregoing, Lessee's duty to indemnify, defend, and hold harmless KBP as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of KBP, its employees, public officials, and volunteers.

(b) To the extent allowed by law and subject to a specific appropriation by the KPB Assembly for this purpose, KPB agrees to defend, indemnify, and hold harmless Lessee, its employees, affiliates, officers, directors, successors and assigns, with respect to any action claim or lawsuit arising out of (1) a breach of this Agreement or (2) the use and occupancy of the Leased Premises or the Property by the KPB. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages resulting from judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of KPB arise immediately upon notice to the Lessee of any action, claim, or lawsuit. Lessee will notify KPB in a timely manner of the need for indemnification but such notice is not a condition precedent to KPB's obligation and may be waived where the KPB has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim or lawsuit is initiated, filed, or otherwise brought against Lessee relating to the KPB's use and occupancy of the Leased Premises or the Property. Notwithstanding the foregoing, KPB's duty to indemnify, defend, and hold harmless Lessee as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of Lessee, its employees, its employees, affiliates, officers,

directors, successors and assigns. Lessee further acknowledges the following: (1) KPB currently has no appropriation currently available to it to defend and indemnify Lessee under this provision; (2) the enactment of any such appropriation remains in the sole discretion of the KPB Assembly; and (3) the KPB Assembly's failure to make such an appropriation creates no further obligation or duty on behalf of KPB.

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

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

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

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

**27. LESSEE MORTGAGES.**

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

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

**28. MISCELLANEOUS.**

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

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

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

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

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

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

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

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

**[SIGNATURES BEGIN ON NEXT PAGE]**

**PART III. EXECUTION**

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

**LESSOR:** The Kenai Peninsula Borough

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

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

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

**LESSEE:** SPITwSPOTS, Inc.

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

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

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

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

**LESSEE:** SPITwSPOTS, Inc.

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

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

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

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

ATTEST:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

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

**LESSOR ACKNOWLEDGEMENT**

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

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

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

**LESSEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of SPITwSPOTS, Inc., an Alaska corporation, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

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

**LESSEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of SPITwSPOTS, Inc., an Alaska corporation, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

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

**APPENDIX A**

**LEASE PROVISIONS REQUIRED BY KPB 17.10**

(Attached)

**EXHIBIT 1**

**DESCRIPTION OF PROPERTY AND PREMISES**

Page 1 of 1

The Property is legally described as follows:

**Lot 1A, Bear Creek Fire Station 2013 Replat, according to Plat No. 2013-5, on file in the Seward Recording District, Third Judicial District, State of Alaska.**

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

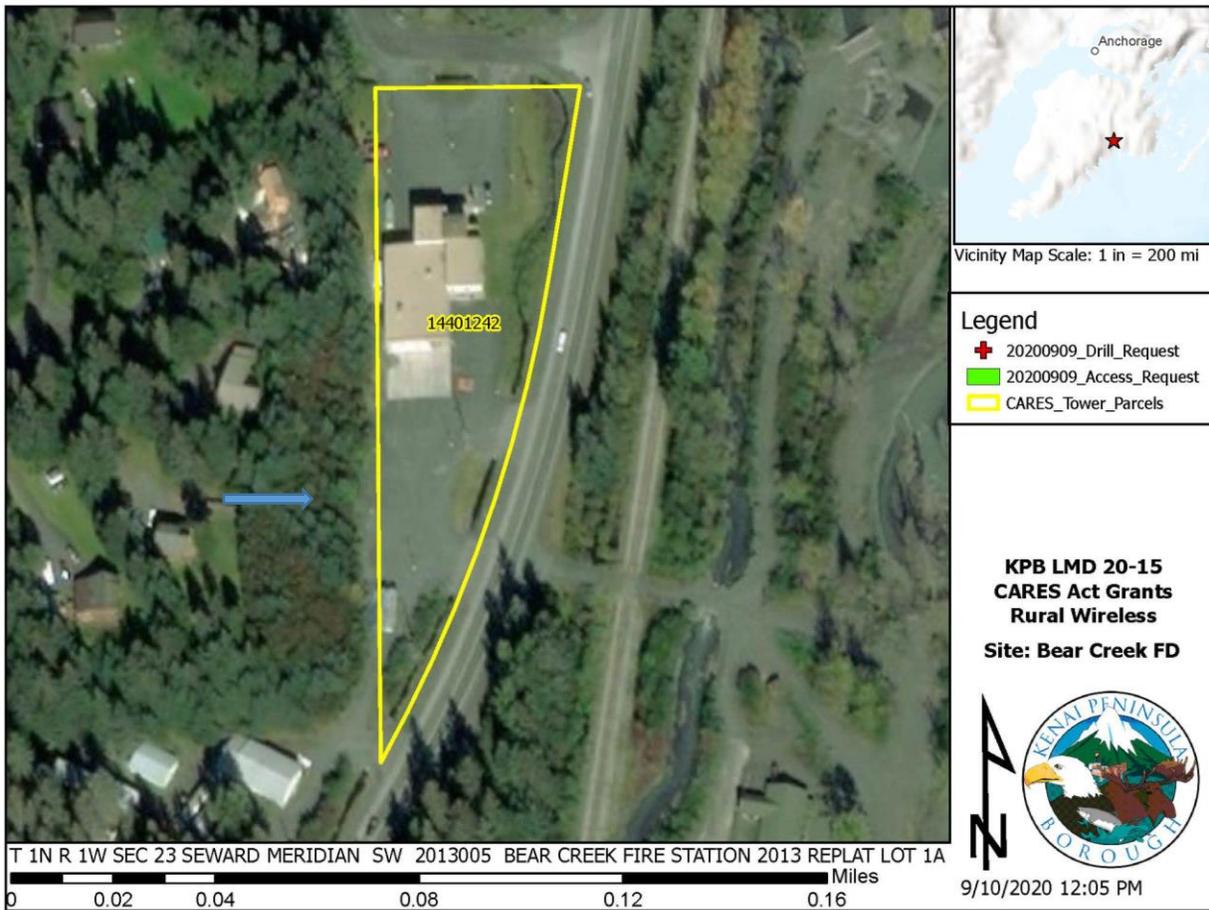
On the above described Property, a 10-foot by 10-foot area (100 square feet) along the western lot line of Lot 1A and a 25' wide access road along the western lot line from Scott Way, as depicted on Exhibit 2.

**EXHIBIT 2**

Leased Premises

(Attached)

The Premises are described and/or depicted as follows:



**EXHIBIT 3**

Memorandum of Lease

(Attached)

DRAFT

---

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

**Prepared by and Return to:**

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

Grantor: Kenai Peninsula Borough  
Grantee: SPITwSPOTS, Inc.  
Legal Description: Attached as Exhibit 1  
Tax Parcel ID #: 14401242  
Site #:  
Site Name: BCSA  
State: Alaska  
Borough: Kenai Peninsula Borough  
Recording District: Kenai, Third Judicial

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** ("Memorandum") is entered into by and between **KENAI PENINSULA BOROUGH**, an Alaska Municipal Corporation, having a mailing address of 144 N. Binkley St., Soldotna, AK 99669 (hereinafter called "**Lessor**") and **SPITwSPOTS, Inc**, an Alaska business corporation, having a mailing address of PO Box 15364, Homer, AK 99603 ("**Lessee**").

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

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

**LESSOR:** The Kenai Peninsula Borough

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

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

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

**LESSEE:**

SPITwSPOTS, Inc.

**LESSEE:**

SPITwSPOTS, Inc.

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

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

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

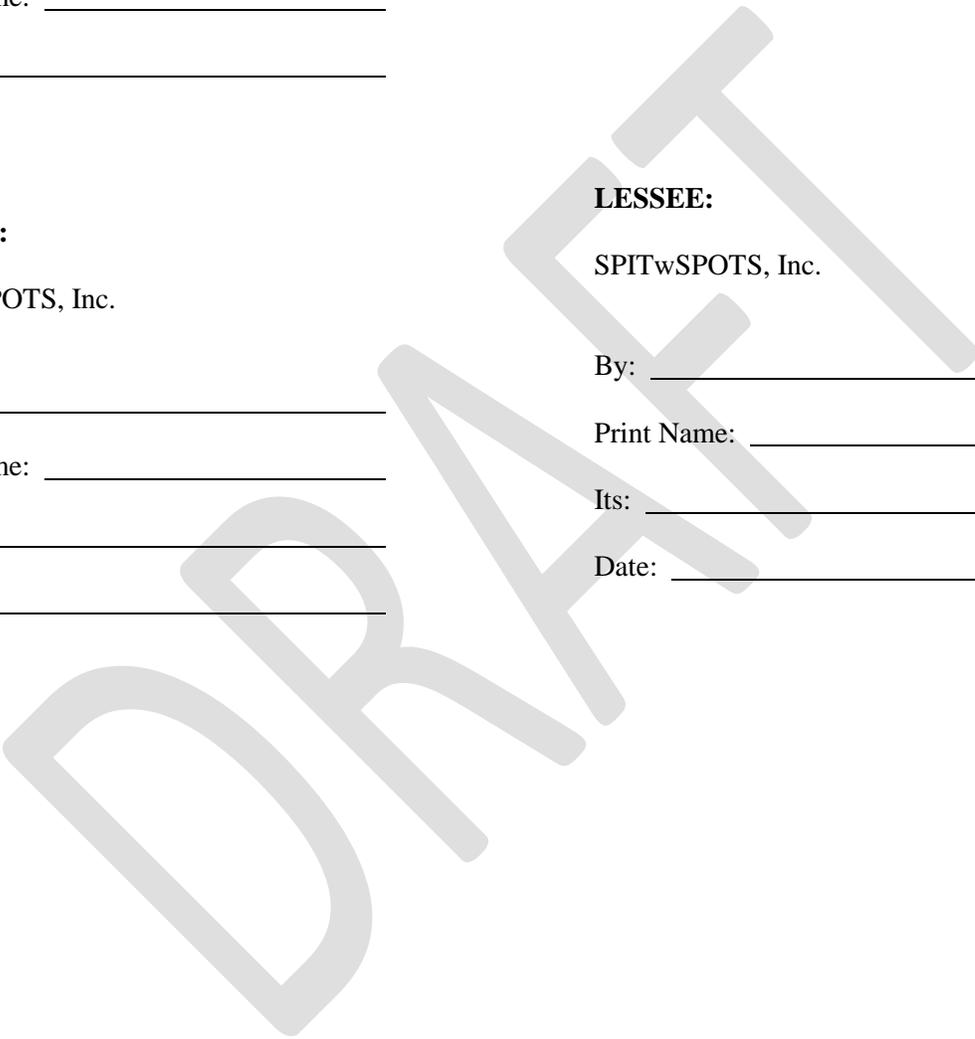
Date: \_\_\_\_\_

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

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

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

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



**LESSOR ACKNOWLEDGEMENT**

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

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

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

**LESSEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of SPITwSPOTS, Inc., an Alaska corporation, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

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

**LESSEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of SPITwSPOTS, Inc., an Alaska corporation, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

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

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

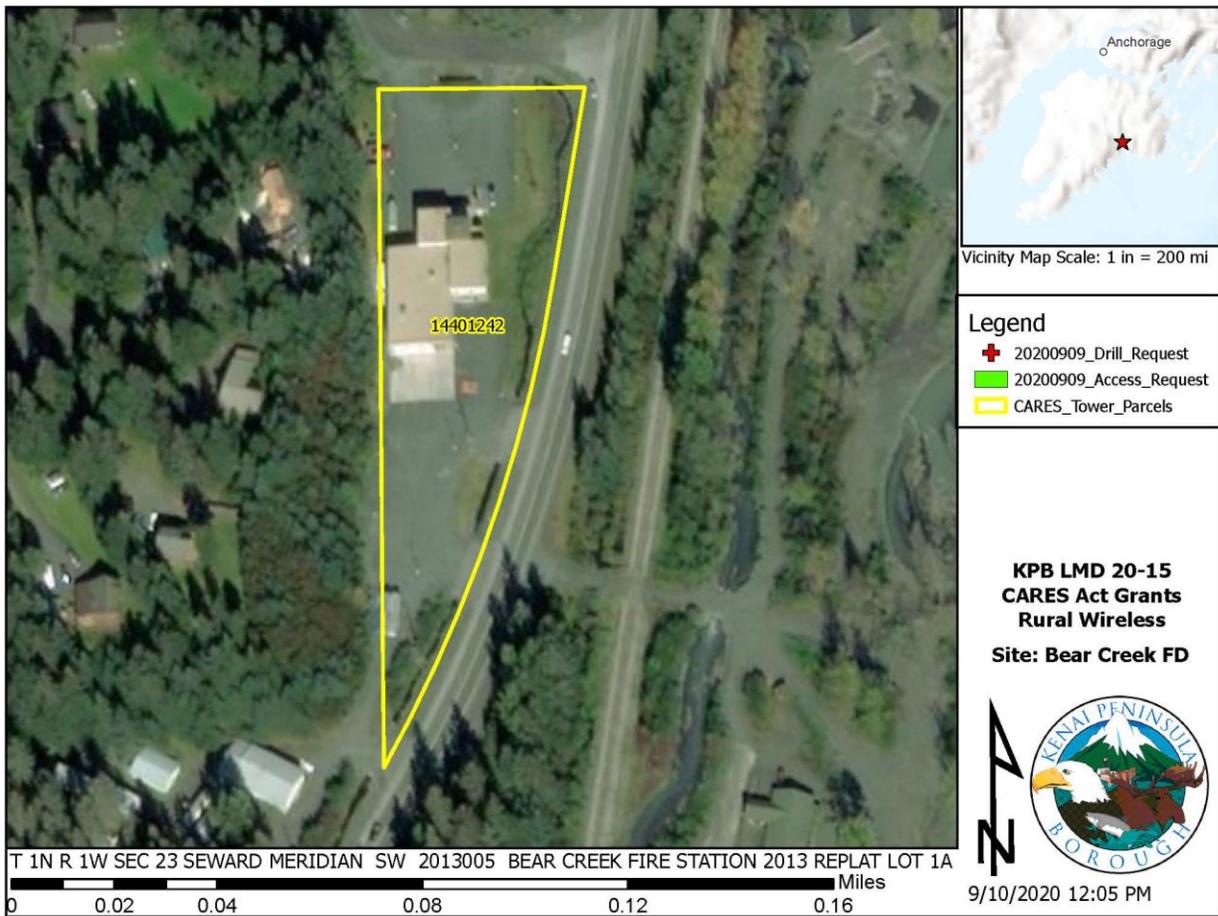
Page 1 of 1

Pursuant to the Memorandum of Lease dated \_\_\_\_\_, 2020, by and between The Kenai Peninsula Borough, as Lessor, and SPITwSPOTS, Inc., an Alaska business corporation, as Lessee.

The Property is legally described as follows:

Lot 1A, Bear Creek Fire Station 2013 Replat, according to Plat No. 2013-5, on file in the Seward Recording District, Third Judicial District, State of Alaska.

The Premises are described and/or depicted as follows:



## COMMUNICATIONS SITE LEASE AGREEMENT

This COMMUNICATIONS SITE LEASE AGREEMENT (this “Agreement”) will become effective when all parties have signed the Agreement (the “Effective Date”). This Agreement is entered into by the **Kenai Peninsula Borough**, a municipal corporation, whose mailing address is 144 North Binkley Street, Soldotna, Alaska 99669 (hereinafter the “KPB” or “Lessor”), and **SPITwSPOTS, Inc.**, an Alaska business corporation, whose mailing address is PO Box 15364, Homer, AK 99603 (hereinafter “Lessee”).

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

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

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

#### KPB

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

#### LESSEE

Name: SPITwSPOTS, Inc.  
Attn: McKenzie McCarthy  
369 E. Pioneer Avenue  
Suite B  
Homer, AK 99603

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

Appendix A: Lease Provisions Required by KPB 17.10

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

Exhibit 2: Leased Premises site sketch

Exhibit 3: Memorandum of Lease

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

## PART II. LEASE DESCRIPTION AND TERMS

### 4. DESCRIPTION OF PROPERTY.

(a) Subject to the terms and conditions of this Agreement, KPB hereby grants to Lessee an exclusive option to lease a certain portion of the Property containing approximately 1,600 square feet (40' x 40') including the air space above such ground space as described and depicted on Exhibit 1 and Exhibit 2 attached hereto (the "Leased Premises") for the placement of a Communication Facilities.

### 5. TERM.

(a) The initial term will be five (5) years (the "Initial Term"), commencing on the Effective Date.

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

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

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

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

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

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

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

**7. RENT.** Beginning on the Effective Date, Lessee shall pay to KPB a monthly rent payment of One Thousand and No/100 Dollars (\$1,000.00) ("Rent"), at the address set forth above on or before the fifth (5th) day of each calendar month in which Rent is due, in advance. Rent will be prorated

for any partial month. On each anniversary of the Term Commencement Date, Rent shall adjust annually by Three percent (3%) over the prior year's Rent amount.

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

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

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

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

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

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

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

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

**12. EQUIPMENT, FIXTURES AND REMOVAL.** The Communication Facilities will at all times be the personal property of Lessee and/or its sublessees and licensees, as applicable. Lessee or its customers shall have the right to erect, install, maintain, and operate on the Leased Premises such equipment, structures, fixtures, signs, and personal property as Lessee may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Leased Premises, will not be deemed to be part of the Leased Premises, but will remain the property of Lessee or its customers. Unless otherwise agreed to in writing by the parties, within ninety (90) days after the expiration or earlier termination of this Agreement, or upon cessation, abandonment, or non-use of the tower for communication purposes for a period of 6 consecutive months following construction of the tower (the "Removal Period"), Lessee must remove its improvements and restore the Leased Premises to grade in a natural condition free of contamination, reasonable wear and tear excepted, which shall include removal of all concrete and other foundation materials to a depth of ten feet (10') below grade, and perform all obligations under this Agreement during the Removal Period, including without limitation, the payment of Rent on a prorated per diem basis, at the rate in effect upon the expiration or termination of this Agreement. Any property not so removed shall be deemed abandoned and may be removed and disposed of by KPB in such manner as KPB will determine, without any obligation on the part of KPB to account to Lessee for any proceeds therefrom. Time is of the essence.

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

#### **14. SUBLEASING AND REVENUE SHARE.**

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

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

the use of the improvements after the Effective Date; and (B) is not paying any rent or fees directly to Lessor for the use of ground space related to the use of Lessee's improvements.

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

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

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

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

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

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

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

(e) Except for the sublessees and licensees of Lessee, there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any

portion of the Leased Premises; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, or any equity or interest in KPB if KPB is an entity; and there are no parties (other than KPB) in possession of the Leased Premises except as to those that may have been disclosed to Lessee in writing prior to the execution hereof.

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

#### **17. WAIVERS.**

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

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

**18. INSURANCE.** Insurance coverage required under this Agreement shall be primary and exclusive of any other insurance carried by the Borough. Minimum levels of insurance coverage required under this Agreement shall remain in effect for the life of this Agreement and shall be a part of the contract price. If Contractor's policies contain higher limits, the KPB shall be entitled to coverage to the extent of such higher limits. There shall be no cancellation or material change of the insurance coverages, or intent not to renew the insurance coverages as specified in this Agreement, without thirty (30) calendar days' prior written notice to the Borough. Certificates of Insurance, acceptable in form and content, will be delivered to the Borough at the time of submission of the signed Agreement and updated certificates shall be provided upon insurance coverage renewal, where applicable. Lessee and subcontractor(s), sublessees, sublicenses, of any tier shall provide and maintain:

(a) Commercial General Liability (CGL): The CGL Policy shall be written on an occurrence basis and with a limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each occurrence and aggregate. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, broad form property damage, independent contractors, products-completed operations, personal injury and advertising injury, explosion, collapse, underground hazards, and liability assumed under a contract including the tort liability of another assumed in a business contract. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy. This policy shall name the KPB as Additional Insured. To the extent damages are covered by commercial general liability insurance, subrogation shall be waived.

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

(c) Worker's Compensation Insurance: For all employees engaged in work under this Agreement, Workers' Compensation Insurance in accordance with the laws of the State of Alaska. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor(s) who directly or indirectly provides services under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each person and FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit. Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included.

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

(e) Automobile Liability: The Auto Liability Policy shall include a Combined Single Limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Underinsured and Uninsured Motorists limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Coverage shall include Non-Owned and Hired Car coverage. This policy shall name the KPB as Additional Insured. To the extent damages are covered by auto liability insurance, subrogation shall be waived.

(f) Full policies. At its option, the Borough may request copies of required policies and endorsements. Such copies shall be provided within (10) TEN CALENDAR DAYS of the Borough's request. All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Alaska.

(g) No Representation of Coverage Adequacy. By requiring insurance herein, the Borough does not represent that coverage and limits will necessarily be adequate to protect Lessee, sublessee, and/or contractor or subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and subcontractor(s) of any tier under the indemnities granted to the Borough in this Agreement.

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

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

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

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

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

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

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

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

**22. INDEMNIFICATION.**

(a) Lessee agrees to defend, indemnify, and hold harmless KPB, its employees, public officials, and volunteers, with respect to any action claim or lawsuit arising out of (1) a breach of this Agreement or (2) the use and occupancy of the Leased Premises or the Property by the Lessee. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages resulting from judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice to the KPB of any action, claim, or lawsuit. KPB will notify Lessee in a timely manner of the need for indemnification but such notice is not a condition precedent to Lessee's obligation and may be waived where the Lessee has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim or lawsuit is initiated, filed, or otherwise brought against KPB relating to the Lessee's use and occupancy of the Leased Premises or the Property. Notwithstanding the foregoing, Lessee's duty to indemnify, defend, and hold harmless KBP as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of KBP, its employees, public officials, and volunteers.

(b) To the extent allowed by law and subject to a specific appropriation by the KPB Assembly for this purpose, KPB agrees to defend, indemnify, and hold harmless Lessee, its employees, affiliates, officers, directors, successors and assigns, with respect to any action claim or lawsuit arising out of (1) a breach of this Agreement or (2) the use and occupancy of the Leased Premises or the Property by the KPB. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages resulting from judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of KPB arise immediately upon notice to the Lessee of any action, claim, or lawsuit. Lessee will notify KPB in a timely manner of the need for indemnification but such notice is not a condition precedent to KPB's obligation and may be waived where the KPB has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim or lawsuit is initiated, filed, or otherwise brought against Lessee relating to the KPB's use and occupancy of the Leased Premises or the Property. Notwithstanding the foregoing, KPB's duty to indemnify, defend, and hold harmless Lessee as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of Lessee, its employees, its employees, affiliates, officers,

directors, successors and assigns. Lessee further acknowledges the following: (1) KPB currently has no appropriation currently available to it to defend and indemnify Lessee under this provision; (2) the enactment of any such appropriation remains in the sole discretion of the KPB Assembly; and (3) the KPB Assembly's failure to make such an appropriation creates no further obligation or duty on behalf of KPB.

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

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

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

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

**27. LESSEE MORTGAGES.**

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

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

**28. MISCELLANEOUS.**

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

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

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

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

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

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

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

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

**[SIGNATURES BEGIN ON NEXT PAGE]**

**PART III. EXECUTION**

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

**LESSOR:** The Kenai Peninsula Borough

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

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

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

**LESSEE:** SPITwSPOTS, Inc.

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

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

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

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

**LESSEE:** SPITwSPOTS, Inc.

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

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

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

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

ATTEST:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

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

**LESSOR ACKNOWLEDGEMENT**

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

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

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

**LESSEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of SPITwSPOTS, Inc., an Alaska corporation, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

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

**LESSEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of SPITwSPOTS, Inc., an Alaska corporation, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

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

**APPENDIX A**

**LEASE PROVISIONS REQUIRED BY KPB 17.10**

(Attached)

**EXHIBIT 1**

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 1

The Property is legally described as follows:

**Tract D, Alaska State Land Survey No. 2005-6, Section 9, Township 3 North, Range 12 West, Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska.**

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

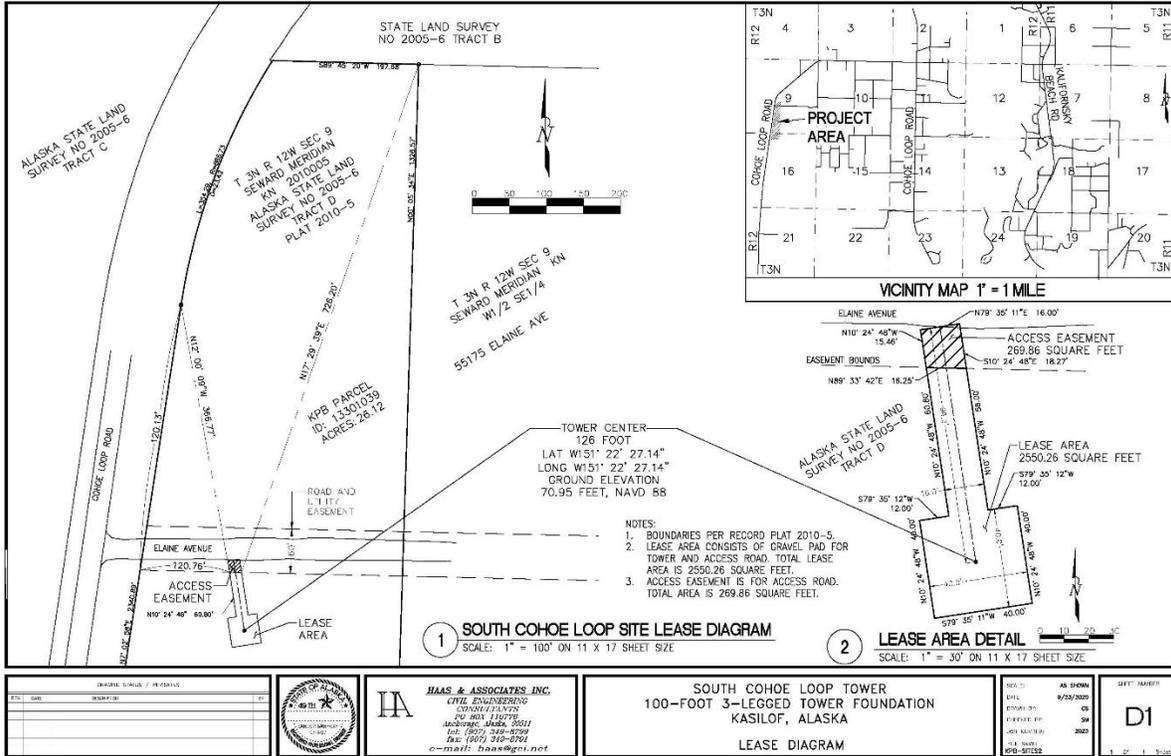
On the above described Property, a 40-foot by 40-foot area (1,600 square feet) within the northern half of the Tract and a 16' wide access road from Elaine Street, as depicted on Exhibit 2.

# EXHIBIT 2

## Leased Premises

(Attached)

The Premises are described and/or depicted as follows:



**EXHIBIT 3**

Memorandum of Lease

(Attached)

DRAFT

---

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

**Prepared by and Return to:**

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

Grantor: Kenai Peninsula Borough  
Grantee: SPITwSPOTS, Inc.  
Legal Description: Attached as Exhibit 1  
Tax Parcel ID #: 13301039  
Site #:  
Site Name: Cohoe  
State: Alaska  
Borough: Kenai Peninsula Borough  
Recording District: Kenai, Third Judicial

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** ("Memorandum") is entered into by and between **KENAI PENINSULA BOROUGH**, an Alaska Municipal Corporation, having a mailing address of 144 N. Binkley St., Soldotna, AK 99669 (hereinafter called "**Lessor**") and **SPITwSPOTS, Inc**, an Alaska business corporation, having a mailing address of PO Box 15364, Homer, AK 99603 ("**Lessee**").

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

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

**LESSOR:** The Kenai Peninsula Borough

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

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

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

**LESSEE:**

SPITwSPOTS, Inc.

**LESSEE:**

SPITwSPOTS, Inc.

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

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

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

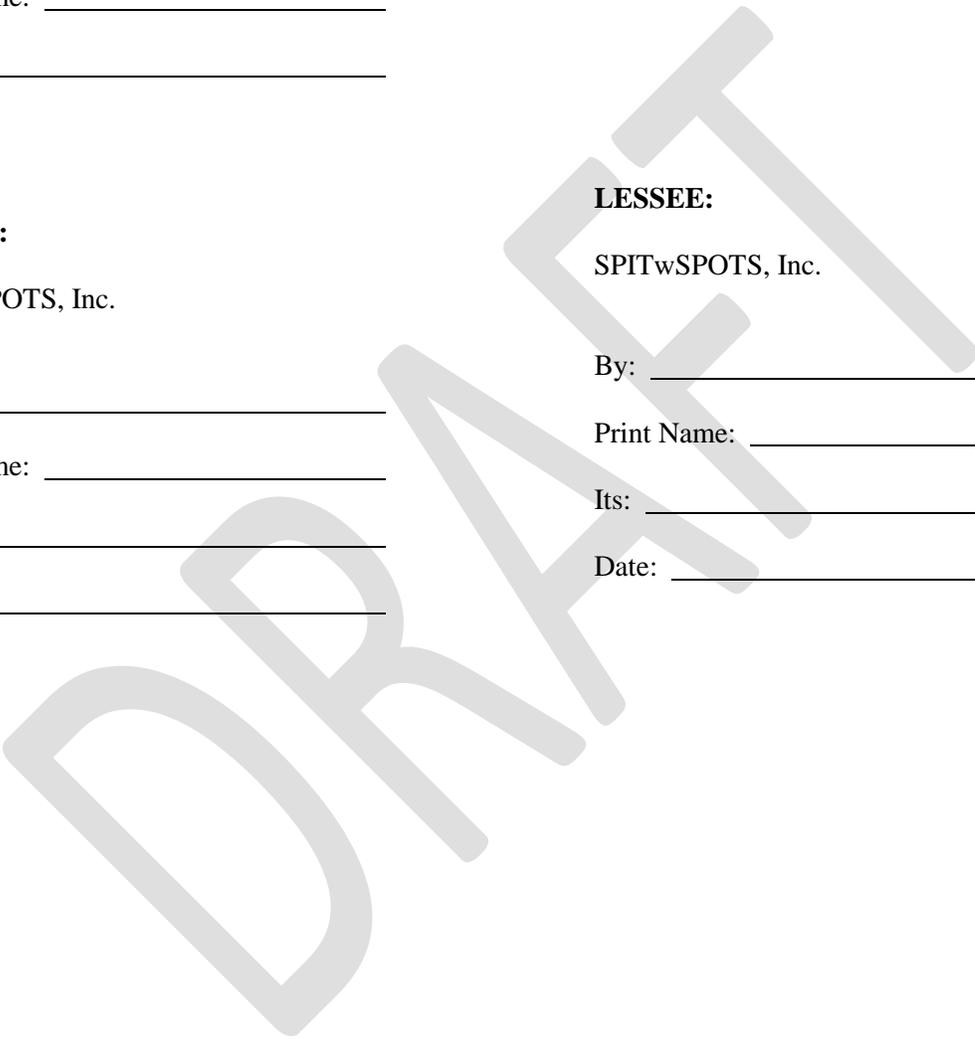
Date: \_\_\_\_\_

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

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

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

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



**LESSOR ACKNOWLEDGEMENT**

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

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

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

**LESSEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of SPITwSPOTS, Inc., an Alaska corporation, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

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

**LESSEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of SPITwSPOTS, Inc., an Alaska corporation, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

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

# EXHIBIT 1 TO MEMORANDUM OF LEASE

## DESCRIPTION OF PROPERTY AND PREMISES

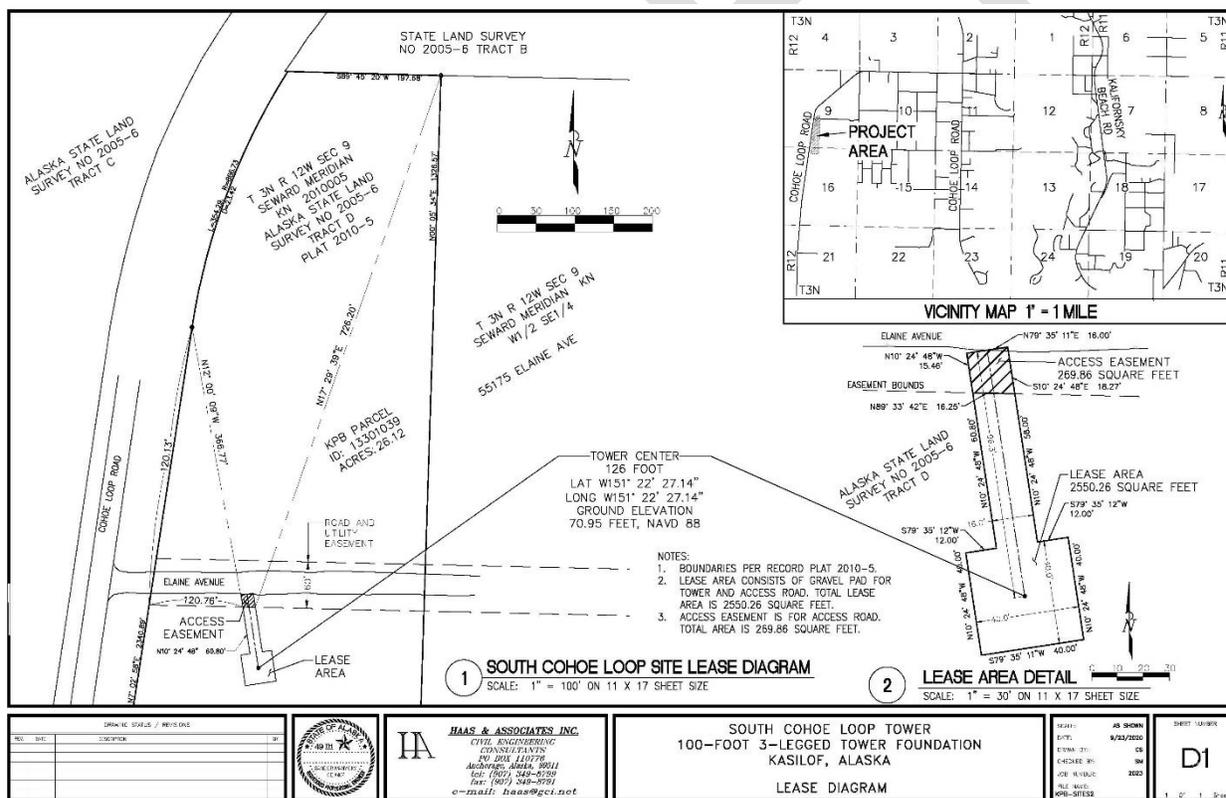
Page 1 of 1

Pursuant to the Memorandum of Lease dated \_\_\_\_\_, 2020, by and between The Kenai Peninsula Borough, as Lessor, and SPITwSPOTS, Inc., an Alaska business corporation, as Lessee.

The Property is legally described as follows:

Tract D, Alaska State Land Survey No. 2005-6, Section 9, Township 3 North, Range 12 West, Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska.

The Premises are described and/or depicted as follows:



## COMMUNICATIONS SITE LEASE AGREEMENT

This COMMUNICATIONS SITE LEASE AGREEMENT (this “Agreement”) will become effective when all parties have signed the Agreement (the “Effective Date”). This Agreement is entered into by the **Kenai Peninsula Borough**, a municipal corporation, whose mailing address is 144 North Binkley Street, Soldotna, Alaska 99669 (hereinafter the “KPB” or “Lessor”), and **SPITwSPOTS, Inc.**, an Alaska business corporation, whose mailing address is PO Box 15364, Homer, AK 99603 (hereinafter “Lessee”).

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

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

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

#### KPB

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

#### LESSEE

Name: SPITwSPOTS, Inc.  
Attn: McKenzie McCarthy  
369 E. Pioneer Avenue  
Suite B  
Homer, AK 99603

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

Appendix A: Lease Provisions Required by KPB 17.10

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

Exhibit 2: Leased Premises site sketch

Exhibit 3: Memorandum of Lease

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

## PART II. LEASE DESCRIPTION AND TERMS

### 4. DESCRIPTION OF PROPERTY.

(a) Subject to the terms and conditions of this Agreement, KPB hereby grants to Lessee an exclusive option to lease a certain portion of the Property containing approximately 1,600 square feet (40' x 40') including the air space above such ground space as described and depicted on Exhibit 1 and Exhibit 2 attached hereto (the "Leased Premises") for the placement of a Communication Facilities.

### 5. TERM.

(a) The initial term will be five (5) years (the "Initial Term"), commencing on the Effective Date.

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

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

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

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

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

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

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

**7. RENT.** Beginning on the Effective Date, Lessee shall pay to KPB a monthly rent payment of One Thousand and No/100 Dollars (\$1,000.00) ("Rent"), at the address set forth above on or before the fifth (5th) day of each calendar month in which Rent is due, in advance. Rent will be prorated for any partial

month. On each anniversary of the Term Commencement Date, Rent shall adjust annually by Three percent (3%) over the prior year's Rent amount.

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

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

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

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

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

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

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

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

**12. EQUIPMENT, FIXTURES AND REMOVAL.** The Communication Facilities will at all times be the personal property of Lessee and/or its sublessees and licensees, as applicable. Lessee or its customers shall have the right to erect, install, maintain, and operate on the Leased Premises such equipment, structures, fixtures, signs, and personal property as Lessee may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Leased Premises, will not be deemed to be part of the Leased Premises, but will remain the property of Lessee or its customers. Unless otherwise agreed to in writing by the parties, within ninety (90) days after the expiration or earlier termination of this Agreement, or upon cessation, abandonment, or non-use of the tower for communication purposes for a period of 6 consecutive months following construction of the tower (the "Removal Period"), Lessee must remove its improvements and restore the Leased Premises to grade in a natural condition free of contamination, reasonable wear and tear excepted, which shall include removal of all concrete and other foundation materials to a depth of ten feet (10') below grade, and perform all obligations under this Agreement during the Removal Period, including without limitation, the payment of Rent on a prorated per diem basis, at the rate in effect upon the expiration or termination of this Agreement. Any property not so removed shall be deemed abandoned and may be removed and disposed of by KPB in such manner as KPB will determine, without any obligation on the part of KPB to account to Lessee for any proceeds therefrom. Time is of the essence.

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

#### **14. SUBLEASING AND REVENUE SHARE.**

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

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

the use of the improvements after the Effective Date; and (B) is not paying any rent or fees directly to Lessor for the use of ground space related to the use of Lessee's improvements.

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

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

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

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

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

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

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

(e) Except for the sublessees and licensees of Lessee, there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any

portion of the Leased Premises; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, or any equity or interest in KPB if KPB is an entity; and there are no parties (other than KPB) in possession of the Leased Premises except as to those that may have been disclosed to Lessee in writing prior to the execution hereof.

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

## **17. WAIVERS.**

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

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

**18. INSURANCE.** Insurance coverage required under this Agreement shall be primary and exclusive of any other insurance carried by the Borough. Minimum levels of insurance coverage required under this Agreement shall remain in effect for the life of this Agreement and shall be a part of the contract price. If Contractor's policies contain higher limits, the KPB shall be entitled to coverage to the extent of such higher limits. There shall be no cancellation or material change of the insurance coverages, or intent not to renew the insurance coverages as specified in this Agreement, without thirty (30) calendar days' prior written notice to the Borough. Certificates of Insurance, acceptable in form and content, will be delivered to the Borough at the time of submission of the signed Agreement and updated certificates shall be provided upon insurance coverage renewal, where applicable. Lessee and subcontractor(s), sublessees, sublicenses, of any tier shall provide and maintain:

(a) Commercial General Liability (CGL): The CGL Policy shall be written on an occurrence basis and with a limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each occurrence and aggregate. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, broad form property damage, independent contractors, products-completed operations, personal injury and advertising injury, explosion, collapse, underground hazards, and liability assumed under a contract including the tort liability of another assumed in a business contract. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy. This policy shall name the KPB as Additional Insured. To the extent damages are covered by commercial general liability insurance, subrogation shall be waived.

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

(c) Worker's Compensation Insurance: For all employees engaged in work under this Agreement, Workers' Compensation Insurance in accordance with the laws of the State of Alaska. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor(s) who directly or indirectly provides services under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each person and FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit. Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included.

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

(e) Automobile Liability: The Auto Liability Policy shall include a Combined Single Limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Underinsured and Uninsured Motorists limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Coverage shall include Non-Owned and Hired Car coverage. This policy shall name the KPB as Additional Insured. To the extent damages are covered by auto liability insurance, subrogation shall be waived.

(f) Full policies. At its option, the Borough may request copies of required policies and endorsements. Such copies shall be provided within (10) TEN CALENDAR DAYS of the Borough's request. All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Alaska.

(g) No Representation of Coverage Adequacy. By requiring insurance herein, the Borough does not represent that coverage and limits will necessarily be adequate to protect Lessee, sublessee, and/or contractor or subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and subcontractor(s) of any tier under the indemnities granted to the Borough in this Agreement.

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

**19. WAIVER OF SUBROGATION.** To the extent allowed by law, Lessee hereby grants to KPB a waiver of any right of subrogation which any insurer of said Lessee may acquire against the KPB by virtue of the payment of any loss under such insurance. It is the Lessors sole and strict responsibility to notify its insurer of this obligation and obtain a waiver of subrogation endorsement from the insurer, if required.

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

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

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

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

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

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

**22. INDEMNIFICATION.**

(a) Lessee agrees to defend, indemnify, and hold harmless KPB, its employees, public officials, and volunteers, with respect to any action claim or lawsuit arising out of (1) a breach of this Agreement or (2) the use and occupancy of the Leased Premises or the Property by the Lessee. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages resulting from judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice to the KPB of any action, claim, or lawsuit. KPB will notify Lessee in a timely manner of the need for indemnification but such notice is not a condition precedent to Lessee's obligation and may be waived where the Lessee has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim or lawsuit is initiated, filed, or otherwise brought against KPB relating to the Lessee's use and occupancy of the Leased Premises or the Property. Notwithstanding the foregoing, Lessee's duty to indemnify, defend, and hold harmless KBP as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of KBP, its employees, public officials, and volunteers.

(b) To the extent allowed by law and subject to a specific appropriation by the KPB Assembly for this purpose, KPB agrees to defend, indemnify, and hold harmless Lessee, its employees, affiliates, officers, directors, successors and assigns, with respect to any action claim or lawsuit arising out of (1) a breach of this Agreement or (2) the use and occupancy of the Leased Premises or the Property by the KPB. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages resulting from judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of KPB arise immediately upon notice to the Lessee of any action, claim, or lawsuit. Lessee will notify KPB in a timely manner of the need for indemnification but such notice is not a condition precedent to KPB's obligation and may be waived where the KPB has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim or lawsuit is initiated, filed, or otherwise brought against Lessee relating to the KPB's use and occupancy of the Leased Premises or the Property. Notwithstanding the foregoing, KPB's duty to indemnify, defend, and hold harmless Lessee as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of Lessee, its employees, its employees, affiliates, officers,

directors, successors and assigns. Lessee further acknowledges the following: (1) KPB currently has no appropriation currently available to it to defend and indemnify Lessee under this provision; (2) the enactment of any such appropriation remains in the sole discretion of the KPB Assembly; and (3) the KPB Assembly's failure to make such an appropriation creates no further obligation or duty on behalf of KPB.

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

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

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

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

**27. LESSEE MORTGAGES.**

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

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

**28. MISCELLANEOUS.**

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

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

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

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

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

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

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

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

**[SIGNATURES BEGIN ON NEXT PAGE]**

**PART III. EXECUTION**

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

**LESSOR:** The Kenai Peninsula Borough

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

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

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

**LESSEE:** SPITwSPOTS, Inc.

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

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

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

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

**LESSEE:** SPITwSPOTS, Inc.

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

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

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

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

ATTEST:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

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

**LESSOR ACKNOWLEDGEMENT**

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

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

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

**LESSEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of SPITwSPOTS, Inc., an Alaska corporation, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

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

**LESSEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of SPITwSPOTS, Inc., an Alaska corporation, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

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

**APPENDIX A**

**LEASE PROVISIONS REQUIRED BY KPB 17.10**

(Attached)

**EXHIBIT 1**

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 1

The Property is legally described as follows:

**Lots Forty-eight (48) and Forty-nine (49), Nikolaevsk Village No. 4, according to Plat No. 80-33, on file in the Homer Recording District, Third Judicial District, State of Alaska.**

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

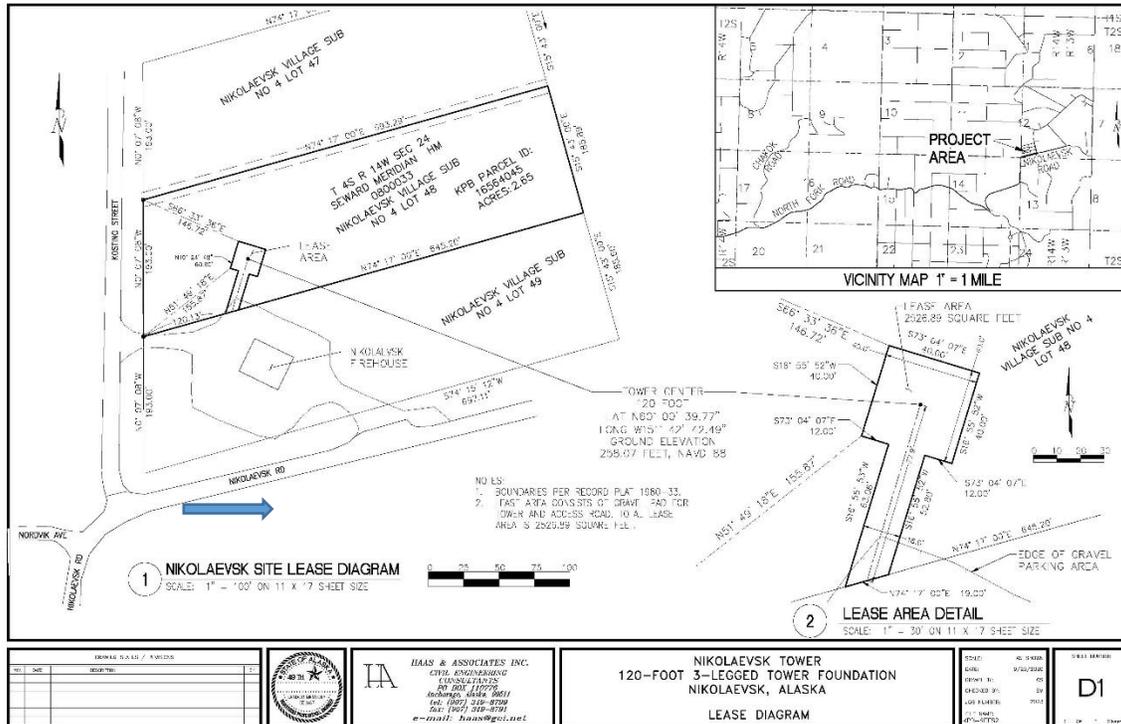
On the above described Property, a 40-foot by 40-foot area (1,600 square feet) within the southwest quadrant of Lot Forty-eight (48) and a 16' wide access road within southwest quadrant of Lot Forty-eight (48) and the northwest quadrant of Lot Forty-nine (49) from Kostino Street, as depicted on Exhibit 2.

# EXHIBIT 2

## Leased Premises

(Attached)

The Premises are described and/or depicted as follows:



**EXHIBIT 3**

Memorandum of Lease

(Attached)

DRAFT

---

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

**Prepared by and Return to:**

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

Grantor: Kenai Peninsula Borough  
Grantee: SPITwSPOTS, Inc.  
Legal Description: Attached as Exhibit 1  
Tax Parcel IDs #: 16564045 & 16564044  
Site #:  
Site Name: Nikolaevsk  
State: Alaska  
Borough: Kenai Peninsula Borough  
Recording District: Kenai, Third Judicial

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** ("Memorandum") is entered into by and between **KENAI PENINSULA BOROUGH**, an Alaska Municipal Corporation, having a mailing address of 144 N. Binkley St., Soldotna, AK 99669 (hereinafter called "**Lessor**") and **SPITwSPOTS, Inc.**, an Alaska business corporation, having a mailing address of PO Box 15364, Homer, AK 99603 ("**Lessee**").

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

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

**LESSOR:** The Kenai Peninsula Borough

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

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

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

**LESSEE:**

SPITwSPOTS, Inc.

**LESSEE:**

SPITwSPOTS, Inc.

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

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

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

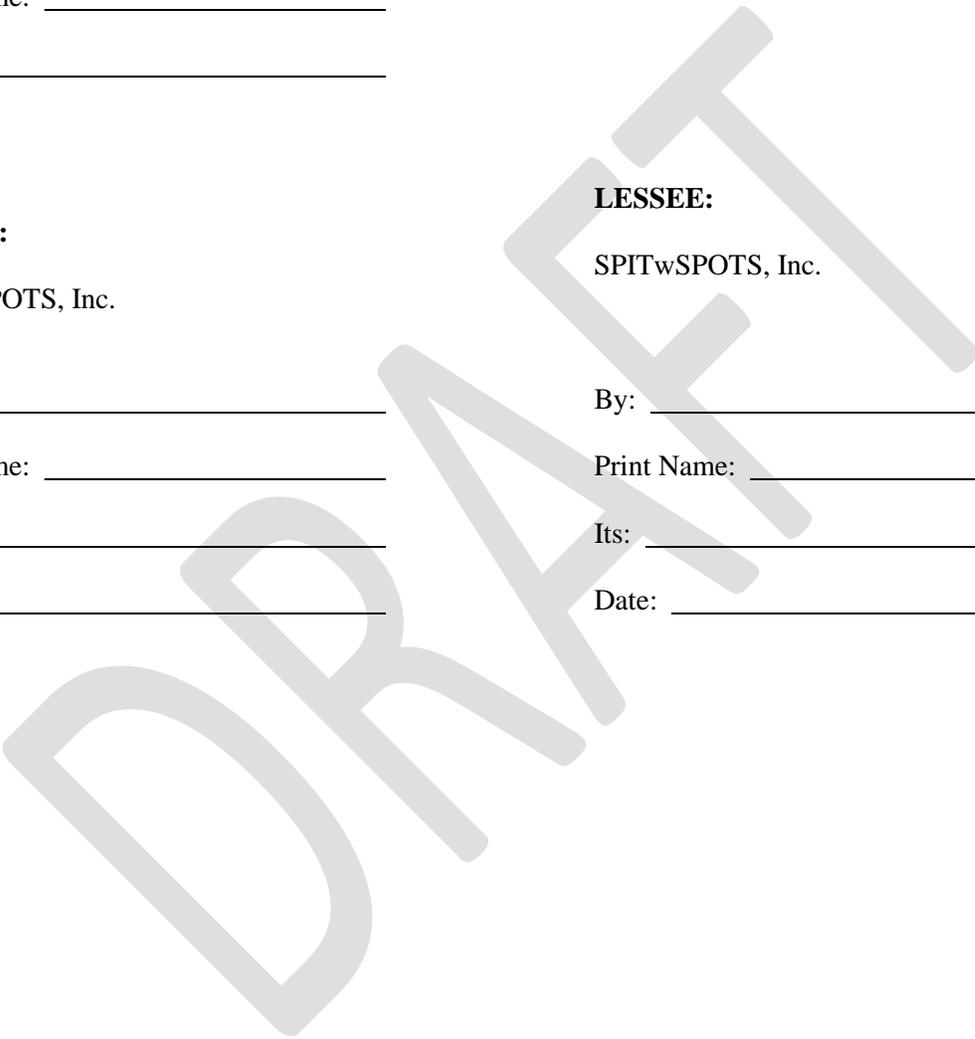
Date: \_\_\_\_\_

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

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

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

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



**LESSOR ACKNOWLEDGEMENT**

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

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

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

**LESSEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of SPITwSPOTS, Inc., an Alaska corporation, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

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

**LESSEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of SPITwSPOTS, Inc., an Alaska corporation, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

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

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

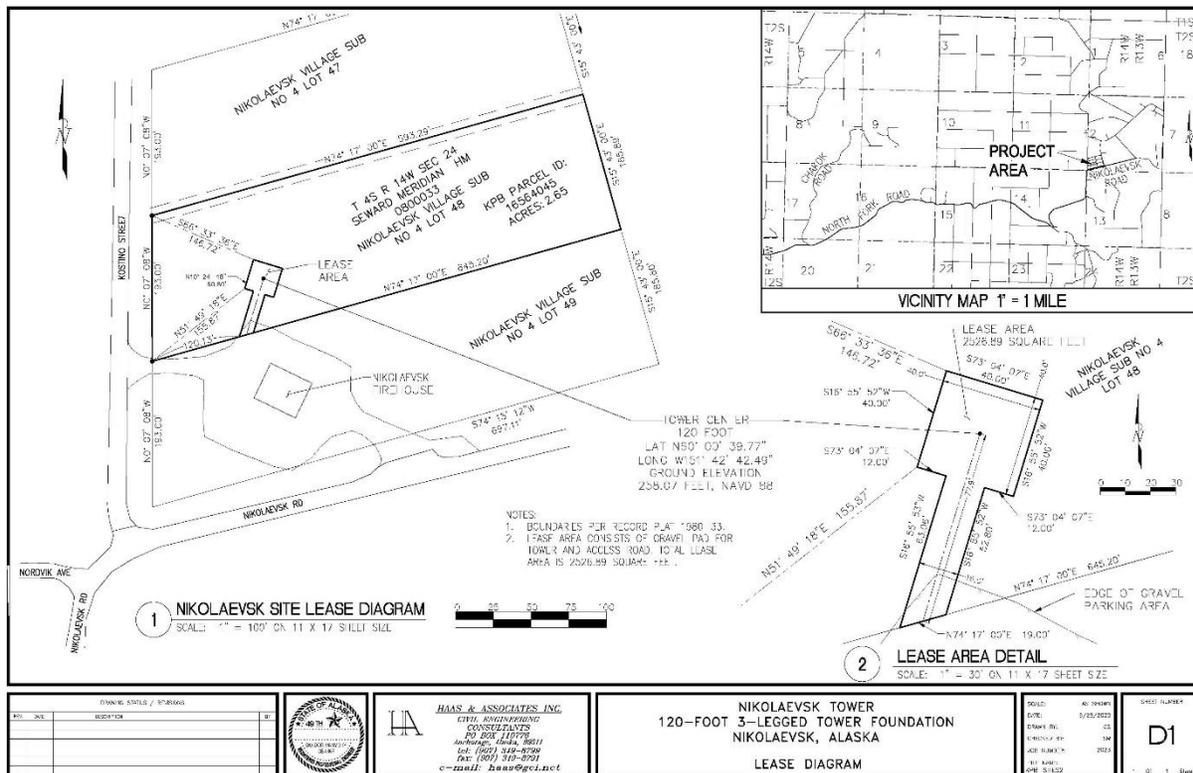
Page 1 of 1

Pursuant to the Memorandum of Lease dated \_\_\_\_\_, 2020, by and between The Kenai Peninsula Borough, as Lessor, and SPITwSPOTS, Inc., an Alaska business corporation, as Lessee.

The Property is legally described as follows:

Lots Forty-eight (48) and Forty-nine (49), Nikolaevsk Village No. 4, according to Plat No. 80-33, on file in the Homer Recording District, Third Judicial District, State of Alaska.

The Premises are described and/or depicted as follows:



## COMMUNICATIONS SITE LEASE AGREEMENT

This COMMUNICATIONS SITE LEASE AGREEMENT (this “Agreement”) will become effective when all parties have signed the Agreement (the “Effective Date”). This Agreement is entered into by the **Kenai Peninsula Borough**, a municipal corporation, whose mailing address is 144 North Binkley Street, Soldotna, Alaska 99669 (hereinafter the “KPB” or “Lessor”), and **SPITwSPOTS, Inc.**, an Alaska business corporation, whose mailing address is PO Box 15364, Homer, AK 99603 (hereinafter “Lessee”).

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

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

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

#### KPB

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

#### LESSEE

Name: SPITwSPOTS, Inc.  
Attn: McKenzie McCarthy  
369 E. Pioneer Avenue  
Suite B  
Homer, AK 99603

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

Appendix A: Lease Provisions Required by KPB 17.10

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

Exhibit 2: Leased Premises site sketch

Exhibit 3: Memorandum of Lease

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

## PART II. LEASE DESCRIPTION AND TERMS

### 4. DESCRIPTION OF PROPERTY.

(a) Subject to the terms and conditions of this Agreement, KPB hereby grants to Lessee an exclusive option to lease a certain portion of the Property containing approximately 1,600 square feet (40' x 40') including the air space above such ground space as described and depicted on Exhibit 1 and Exhibit 2 attached hereto (the "Leased Premises") for the placement of a Communication Facilities.

### 5. TERM.

(a) The initial term will be five (5) years (the "Initial Term"), commencing on the Effective Date.

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

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

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

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

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

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

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

**7. RENT.** Beginning on the Effective Date, Lessee shall pay to KPB a monthly rent payment of One Thousand and No/100 Dollars (\$1,000.00) ("Rent"), at the address set forth above on or before the fifth (5th) day of each calendar month in which Rent is due, in advance. Rent will be prorated for any partial

month. On each anniversary of the Term Commencement Date, Rent shall adjust annually by Three percent (3%) over the prior year's Rent amount.

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

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

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

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

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

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

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

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

**12. EQUIPMENT, FIXTURES AND REMOVAL.** The Communication Facilities will at all times be the personal property of Lessee and/or its sublessees and licensees, as applicable. Lessee or its customers shall have the right to erect, install, maintain, and operate on the Leased Premises such equipment, structures, fixtures, signs, and personal property as Lessee may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Leased Premises, will not be deemed to be part of the Leased Premises, but will remain the property of Lessee or its customers. Unless otherwise agreed to in writing by the parties, within ninety (90) days after the expiration or earlier termination of this Agreement (the "Removal Period"), Lessee must remove its improvements and restore the Leased Premises to grade in a natural condition free of contamination, reasonable wear and tear excepted, which shall include removal of all concrete and other foundation materials to a depth of ten feet (10') below grade, and perform all obligations under this Agreement during the Removal Period, including without limitation, the payment of Rent on a prorated per diem basis, at the rate in effect upon the expiration or termination of this Agreement. Any property not so removed shall be deemed abandoned and may be removed and disposed of by KPB in such manner as KPB will determine, without any obligation on the part of KPB to account to Lessee for any proceeds therefrom. Time is of the essence.

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

#### **14. SUBLEASING AND REVENUE SHARE.**

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

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

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

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

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

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

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

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

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

(e) Except for the sublessees and licensees of Lessee, there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Leased Premises; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, or any equity or interest in KPB if KPB is an entity; and

there are no parties (other than KPB) in possession of the Leased Premises except as to those that may have been disclosed to Lessee in writing prior to the execution hereof.

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

#### **17. WAIVERS.**

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

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

**18. INSURANCE.** Insurance coverage required under this Agreement shall be primary and exclusive of any other insurance carried by the Borough. Minimum levels of insurance coverage required under this Agreement shall remain in effect for the life of this Agreement and shall be a part of the contract price. If Contractor's policies contain higher limits, the KPB shall be entitled to coverage to the extent of such higher limits. There shall be no cancellation or material change of the insurance coverages, or intent not to renew the insurance coverages as specified in this Agreement, without thirty (30) calendar days' prior written notice to the Borough. Certificates of Insurance, acceptable in form and content, will be delivered to the Borough at the time of submission of the signed Agreement and updated certificates shall be provided upon insurance coverage renewal, where applicable. Lessee and subcontractor(s), sublessees, sublicenses, of any tier shall provide and maintain:

(a) Commercial General Liability (CGL): The CGL Policy shall be written on an occurrence basis and with a limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each occurrence and aggregate. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, broad form property damage, independent contractors, products-completed operations, personal injury and advertising injury, explosion, collapse, underground hazards, and liability assumed under a contract including the tort liability of another assumed in a business contract. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy. This policy shall name the KPB as Additional Insured. To the extent damages are covered by commercial general liability insurance, subrogation shall be waived.

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

(c) Worker's Compensation Insurance: For all employees engaged in work under this Agreement, Workers' Compensation Insurance in accordance with the laws of the State of Alaska. The

Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor(s) who directly or indirectly provides services under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each person and FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit. Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included.

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

(e) Automobile Liability: The Auto Liability Policy shall include a Combined Single Limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Underinsured and Uninsured Motorists limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Coverage shall include Non-Owned and Hired Car coverage. This policy shall name the KPB as Additional Insured. To the extent damages are covered by auto liability insurance, subrogation shall be waived.

(f) Full policies. At its option, the Borough may request copies of required policies and endorsements. Such copies shall be provided within (10) TEN CALENDAR DAYS of the Borough's request. All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Alaska.

(g) No Representation of Coverage Adequacy. By requiring insurance herein, the Borough does not represent that coverage and limits will necessarily be adequate to protect Lessee, sublessee, and/or contractor or subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and subcontractor(s) of any tier under the indemnities granted to the Borough in this Agreement.

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

**19. WAIVER OF SUBROGATION.** To the extent allowed by law, Lessee hereby grants to KPB a waiver of any right of subrogation which any insurer of said Lessee may acquire against the KPB by virtue of the payment of any loss under such insurance. It is the Lessors sole and strict responsibility to notify its insurer of this obligation and obtain a waiver of subrogation endorsement from the insurer, if required.

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

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

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

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

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

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

**22. INDEMNIFICATION.**

(a) Lessee agrees to defend, indemnify, and hold harmless KPB, its employees, public officials, and volunteers, with respect to any action claim or lawsuit arising out of (1) a breach of this Agreement or (2) the use and occupancy of the Leased Premises or the Property by the Lessee. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages resulting from judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice to the KPB of any action, claim, or lawsuit. KPB will notify Lessee in a timely manner of the need for indemnification but such notice is not a condition precedent to Lessee's obligation and may be waived where the Lessee has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim or lawsuit is initiated, filed, or otherwise brought against KPB relating to the Lessee's use and occupancy of the Leased Premises or the Property. Notwithstanding the foregoing, Lessee's duty to indemnify, defend, and hold harmless KBP as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of KBP, its employees, public officials, and volunteers.

(b) To the extent allowed by law and subject to a specific appropriation by the KPB Assembly for this purpose, KPB agrees to defend, indemnify, and hold harmless Lessee, its employees, affiliates, officers, directors, successors and assigns, with respect to any action claim or lawsuit arising out of (1) a breach of this Agreement or (2) the use and occupancy of the Leased Premises or the Property by the KPB. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages resulting from judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of KPB arise immediately upon notice to the Lessee of any action, claim, or lawsuit. Lessee will notify KPB in a timely manner of the need for indemnification but such notice is not a condition precedent to KPB's obligation and may be waived where the KPB has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim or lawsuit is initiated, filed, or otherwise brought against Lessee relating to the KPB's use and occupancy of the Leased Premises or the Property. Notwithstanding the foregoing, KPB's duty to indemnify, defend, and hold harmless Lessee as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of Lessee, its employees, its employees, affiliates, officers,

directors, successors and assigns. Lessee further acknowledges the following: (1) KPB currently has no appropriation currently available to it to defend and indemnify Lessee under this provision; (2) the enactment of any such appropriation remains in the sole discretion of the KPB Assembly; and (3) the KPB Assembly's failure to make such an appropriation creates no further obligation or duty on behalf of KPB.

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

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

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

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

#### **27. LESSEE MORTGAGES.**

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

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

**28. MISCELLANEOUS.**

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

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

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

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

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

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

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

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

**[SIGNATURES BEGIN ON NEXT PAGE]**

**PART III. EXECUTION**

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

**LESSOR:** The Kenai Peninsula Borough

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

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

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

**LESSEE:** SPITwSPOTS, Inc.

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

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

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

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

**LESSEE:** SPITwSPOTS, Inc.

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

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

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

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

ATTEST:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

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

**LESSOR ACKNOWLEDGEMENT**

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

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

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

**LESSEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of SPITwSPOTS, Inc., an Alaska corporation, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

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

**LESSEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of SPITwSPOTS, Inc., an Alaska corporation, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

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

**APPENDIX A**

**LEASE PROVISIONS REQUIRED BY KPB 17.10**

(Attached)

**EXHIBIT 1**

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 1

The Property is legally described as follows:

Government Lot 2 excluding ITC Ninilchik Subdivision, Section 8, Township 2 South, Range 14 West, Seward Meridian, Homer Recording District, Third Judicial District, State of Alaska.

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

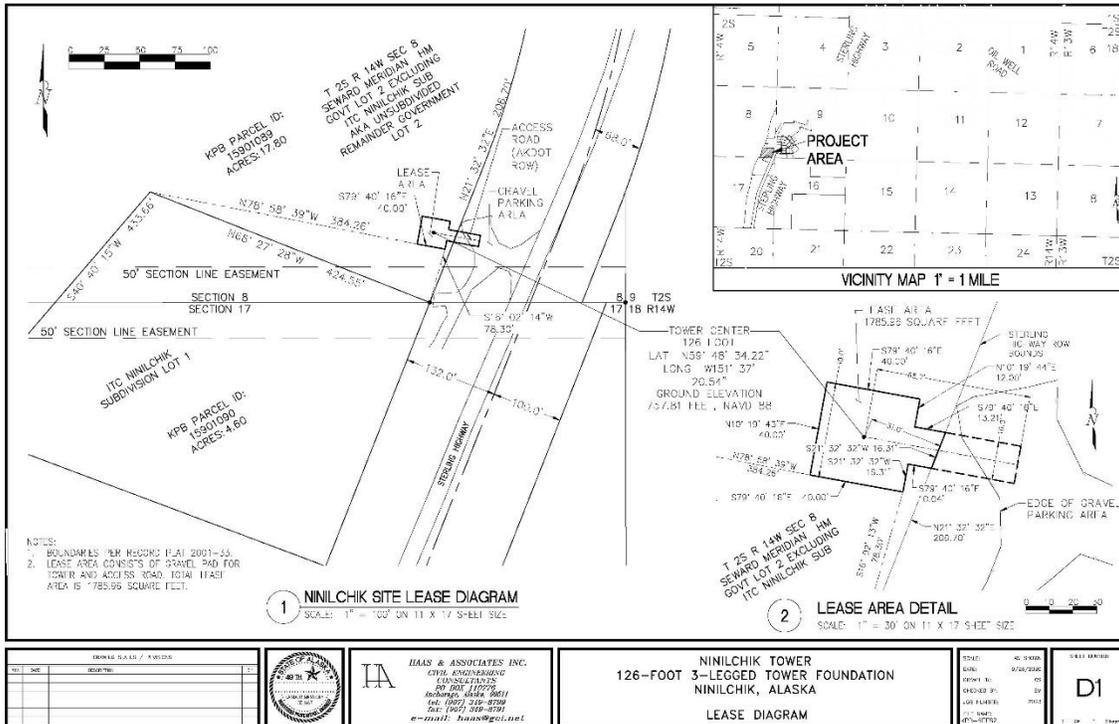
On the above described Property, a 40-foot by 40-foot area (1,600 square feet) within east half of the Property and a 16' wide access road from the Sterling Highway, as depicted on Exhibit 2.

## EXHIBIT 2

### Leased Premises

(Attached)

The Premises are described and/or depicted as follows:



**EXHIBIT 3**

Memorandum of Lease

(Attached)

DRAFT

---

(Above 2” Space for Recorder’s Use Only)

**Prepared by and Return to:**

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

Grantor: Kenai Peninsula Borough  
Grantee: SPITwSPOTS, Inc.  
Legal Description: Attached as Exhibit 1  
Tax Parcel IDs #: 15901089  
Site #:  
Site Name: Niniilchik  
State: Alaska  
Borough: Kenai Peninsula Borough  
Recording District: Kenai, Third Judicial

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** (“Memorandum”) is entered into by and between **KENAI PENINSULA BOROUGH**, an Alaska Municipal Corporation, having a mailing address of 144 N. Binkley St., Soldotna, AK 99669 (hereinafter called “**Lessor**”) and **SPITwSPOTS, Inc**, an Alaska business corporation, having a mailing address of PO Box 15364, Homer, AK 99603 (“**Lessee**”).

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

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

**LESSOR:** The Kenai Peninsula Borough

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

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

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

**LESSEE:**

SPITwSPOTS, Inc.

**LESSEE:**

SPITwSPOTS, Inc.

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

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

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

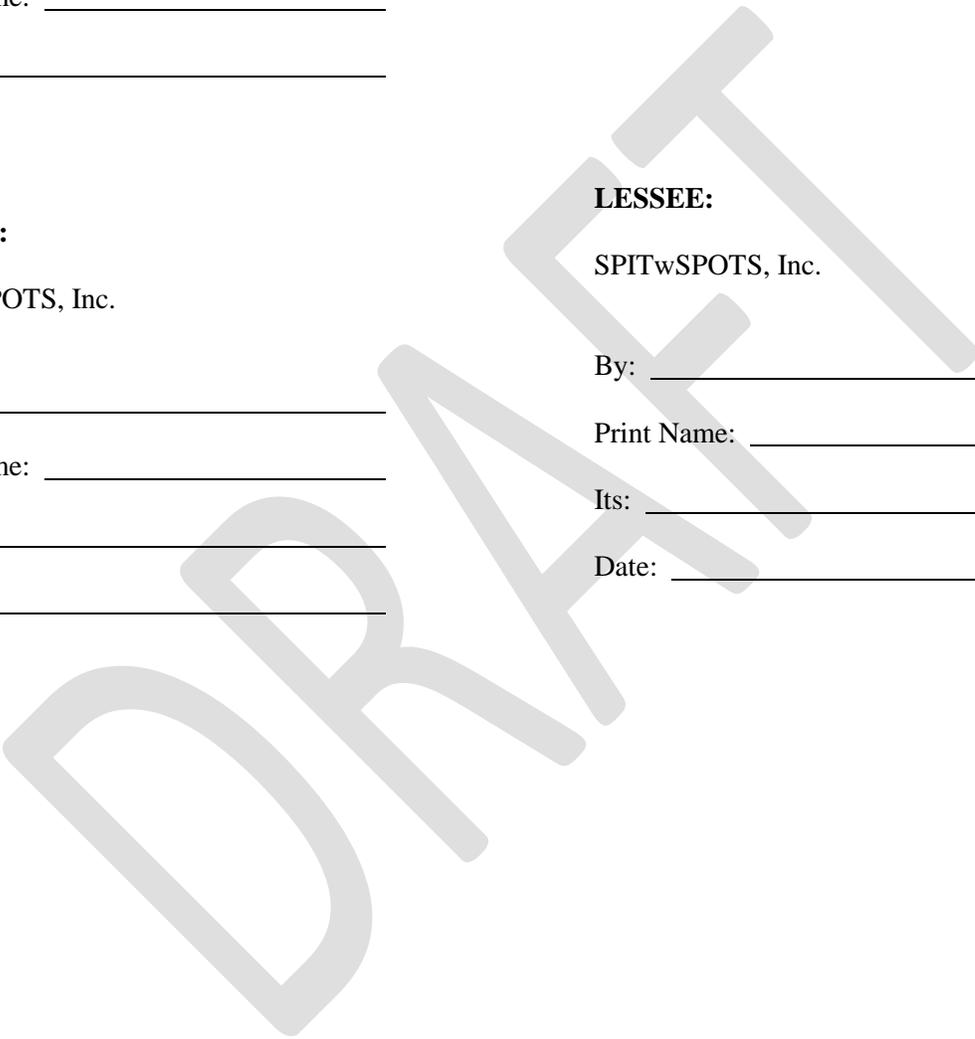
Date: \_\_\_\_\_

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

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

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

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



**LESSOR ACKNOWLEDGEMENT**

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

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

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

**LESSEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of SPITwSPOTS, Inc., an Alaska corporation, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

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

**LESSEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of SPITwSPOTS, Inc., an Alaska corporation, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

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





Introduced by: Mayor, Cox, Smalley  
Date: 10/13/20  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2020-070**

**A RESOLUTION AMENDING THE SPENDING PLAN FOR CARES ACT  
CORONAVIRUS RELIEF FUNDS RECEIVED FROM THE STATE OF ALASKA, AND  
AUTHORIZING THE MAYOR TO ENTER INTO GRANT OR OTHER AGREEMENTS  
WITH ALASKA HOUSING FINANCE CORPORATION TO ADMINISTER A  
HOUSING RELIEF PROGRAM**

**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 Resolutions 2020-056, 2020-057, and 2020-069 approved numerous amendments to the spending plan to meet project developments; and

**WHEREAS**, the amended plan transfers \$2,000,000 from CAR21 which will be the “up to” amount available to provide individual housing grants for mortgage and rent relief to qualifying borough residents in the areas outside of the cities who are experiencing economic hardship due to the COVID-19 public health emergency and to assist non-profit organizations that have organized homeless programs; and

**WHEREAS**, the individual grant housing relief program will be administered by the Alaska Housing Finance Corporation (AHFC) at no cost to the borough; and

**WHEREAS**, the AHFC will develop the website, application portal, and provide for a verification process without charging an administrative fee; and

**WHEREAS**, this program will largely mirror the criteria and programs that the cities of Kenai, Soldotna, and the City of Kachemak have partnered with the AHFC to administer; and

**WHEREAS**, the AHFC administered the Alaska Housing Relief Program earlier this summer, which provided up to \$1,200 for each eligible household to assist with housing costs for the period of September 1, 2020 to December 30, 2020, payable directly to their lender or landlord; and

**WHEREAS,** there is a community need for additional housing support which may only continue to grow as this health emergency extends into the winter; and

**WHEREAS,** AHFC will administer the housing relief program for the area outside the cities via a sub-recipient grant agreement and using CARES Act CRF funds granted to the borough; and

**WHEREAS,** the use of these funds for this purpose follows CARES Act CRF requirements as interpreted by the US Department of the Treasury's guidance for local governments, which allows for necessary expenditures incurred due to the COVID-19 public health emergency and for second order effects of the emergency; and

**WHEREAS,** the AHFC and the borough may also need to enter into a Memorandum of Agreement (MOA) to accomplish the goals of this program in partnership with the AHFC; and

**WHEREAS,** this spending plan amendment is described as the "housing relief program amendment" due to the fact that two separate proposed amendments to the spending plan will be considered at the October 13, 2020 assembly meeting; and

**WHEREAS,** Alaska Statute 29.35.040 authorizes the borough in an area declared by the President or Governor to be a disaster area to participate in and provide for housing on a nonareawide basis; 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 October 13, 2020, a copy of which is attached hereto and incorporated herein by reference.

**SECTION 2.** That the mayor is authorized to execute a sub-recipient grant agreement with AHFC for the administration of the housing relief program, and the mayor is authorized to enter into an MOA, or other necessary agreements, to establish and make amendments to grant guidelines or other program criteria as necessary to carry out the lawful and efficient administration of the program.

**SECTION 3.** Any unused or undistributed funds allocated for the purpose of this housing relief program to provide individual housing grants for mortgage and rent relief to qualifying borough residents in the areas outside of the cities who are experiencing economic hardship due to the COVID-19 public health emergency may be allocated to provide assistance to non-profit organizations that have established homeless or

temporary housing programs up to a total assistance amount of \$200,000 per grantee, including any previously issued borough CRF grants.

**SECTION 4.** That this resolution shall take effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 13TH DAY OF OCTOBER, 2020.**

---

Kelly Cooper, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Community & Fiscal Projects

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *JCB*  
Tyson Cox, Assembly Member *TRC*  
Hal Smalley, Assembly Member *JB*

**FROM:** Brenda Ahlberg, Community & Fiscal Projects Manager *Bl*  
Brandi Harbaugh, Finance Director *BH*

**DATE:** October 1, 2020

**RE:** Resolution 2020-070, Amending the Spending Plan for Cares Act Coronavirus Relief Funds Received from the State of Alaska and Authorizing the Mayor to Enter into Grant or Other Agreements with Alaska Housing Finance Corporation to Administer a Housing Relief Program (Mayor, Cox, Smalley)

---

This resolution would amend the borough's Coronavirus Relief Fund Spending Plan most recently approved in R2020-069. The amended plan addresses two budget revisions to provide funds for the following projects:

1. To provide individual housing grants for mortgage and rent relief to qualifying borough residents in the areas outside of the cities who are experiencing economic hardship due to the COVID-19 public health emergency in partnership with Alaska Housing Financing Corporation (AHFC) the administrator of the housing relief program.

This resolution will also authorize the mayor to enter into a grant agreement and other necessary agreements with AHFC to effectuate this program. AHFC will develop the website, application portal, and provide for a verification process without charging an administrative fee. This housing relief program will largely mirror the eligibility criteria and programs that the cities of Kenai, Soldotna, and Kachemak have partnered with the AHFC to administer. AHFC administered the Alaska Housing Relief Program earlier this summer, which provided up to \$1,200 for each eligible household to assist with housing costs, payable directly to their lender or landlord. The same eligibility criteria and requirements from AHFC's Alaska Housing Relief Program will apply to the borough's housing relief program. There is a community need for additional housing support which may only

continue to grow as this health emergency extends into the winter. This resolution authorizes an "up to" amount of \$2,000,000 available for this program transferred from CAR21.

2. To provide a set aside amount for potential use as direct assistance to non-profit organizations that have organized homeless programs.

Approval is sought at this time due to the fast approaching winter and the fact that the next Assembly meeting is scheduled for November 10, 2020. Section 3 of this resolution provides that unused funds allocated for the purposes of this housing relief program may be repurposed to provide assistance to non-profit organizations that have established homeless or temporary housing programs up to a total assistance amount of \$200,000 per grantee.

Your consideration of this resolution is appreciated.

Attachment: Coronavirus Relief Fund Spending Plan Proposed for Amendment (AHFC-10/01/20)

Segments	Account Number	Original Budget (7/11/20)	Amendments (8/11/20)	Revised Budget (08/11/20)	Proposed amendments (9/1/20) Increase (decrease)	Proposed revised budget after laydown (9/1/20)	Additional amendments proposed via Laydown (9/1/20)	Proposed revised budget after laydown (9/1/20)	Amendments proposed via Laydown (9/15/20)	Proposed revised budget after laydown (9/15/20)	Amendments proposed Reso (10/13/20)	Proposed revised budget after Reso (10/13/20)	LTD Exp + Encumbrances	Remaining Bal
CAR01	GRANTS TO SMALL BUSINESS/NOTPROFIT/SR CENTERS	15,000,000.47	(8,134,023.00)	6,865,977.47	-	6,865,977.47	200,000.00	7,065,977.47	-	7,065,977.47	-	7,065,977.47	6,320,365.25	745,612.22
CAR02	SINGLE AUDIT FEES	25,000.00	-	25,000.00	-	25,000.00	-	25,000.00	-	25,000.00	-	25,000.00	-	25,000.00
CAR03	REINVESTMENT COSTS	800,000.00	-	800,000.00	-	800,000.00	-	800,000.00	-	800,000.00	-	800,000.00	300,000.00	500,000.00
CAR04	VOLUNTEER FIRE & EMS	70,000.00	130,000.00	200,000.00	100,000.00	300,000.00	-	300,000.00	-	300,000.00	-	300,000.00	160,000.00	140,000.00
CAR05	FIRE & EMS SA PERSONNEL COSTS	2,800,000.00	236,609.87	3,036,609.87	-	3,036,609.87	(200,000.00)	2,836,609.87	-	2,836,609.87	-	2,836,609.87	891,121.00	1,945,488.87
CAR06	KPB EMERG RESPONSE-PPE-PERSONNEL	500,000.00	531,695.07	1,031,695.07	-	1,031,695.07	-	1,031,695.07	-	1,031,695.07	-	1,031,695.07	205,842.11	825,852.96
CAR07	ABSENTEE VOTE BY MAIL	600,000.00	-	600,000.00	-	600,000.00	-	600,000.00	-	600,000.00	-	600,000.00	113,780.11	486,219.89
CAR08	TECH-REMOTE MEETING INTEGRATION	80,000.00	-	80,000.00	-	80,000.00	-	80,000.00	-	80,000.00	-	80,000.00	1,249.19	98,750.81
CAR09	TECH-COMMUNICATIONS TOWER SITE	2,000,000.00	-	2,000,000.00	-	2,000,000.00	-	2,000,000.00	-	2,000,000.00	-	2,000,000.00	391.48	1,999,608.52
CAR10	DVLP/PMNT	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	36,235.78	628,777.22
CAR11	KPBSD RESPONSE & PREPAREDNESS	1,700,000.00	(1,300,000.00)	400,000.00	-	400,000.00	-	400,000.00	(250,000.00)	150,000.00	-	150,000.00	104,928.72	45,071.28
CAR12	HOSPITAL TESTING EQUIPMENT	650,000.00	-	650,000.00	-	650,000.00	-	650,000.00	(650,000.00)	-	-	-	-	-
CAR13	RETROFIT KPB FACILITIES	500,000.00	1,831,695.06	2,331,695.06	-	2,331,695.06	-	2,331,695.06	900,000.00	3,231,695.06	-	3,231,695.06	30,370.72	3,201,324.34
CAR14	TECH-IMT REMOTE WORK-PC UPGRADES	67,000.00	-	67,000.00	-	67,000.00	-	67,000.00	-	67,000.00	-	67,000.00	51,693.76	15,306.24
CAR15	TECH-REMOTE WORK KITS FOR TELEWORK	116,000.00	-	116,000.00	-	116,000.00	-	116,000.00	-	116,000.00	-	116,000.00	53,244.51	62,755.49
CAR16	GIS UPDATE FOR REMOTE ASSESSMENT	600,000.00	-	600,000.00	-	600,000.00	(200,000.00)	400,000.00	-	400,000.00	-	400,000.00	382,063.94	17,936.06
CAR17	TECH-911 BACKUP DISPATCH ANSWERING CENTER	802,000.00	200,000.00	1,002,000.00	-	1,002,000.00	-	1,002,000.00	-	1,002,000.00	-	1,002,000.00	754,320.13	247,679.87
CAR18	TECH-COMMUNICATIONS ENGINEERING	100,000.00	-	100,000.00	-	100,000.00	-	100,000.00	-	100,000.00	-	100,000.00	83,721.04	16,278.96
CAR19	GRANTS TO SMALL BUSINESS-2ND DISTRIBUTION/COMTENGY	3,648,449.00	(1,630,000.00)	2,018,449.00	(1,147,934.00)	870,515.00	1,700,000.00	2,570,515.00	-	2,570,515.00	-	2,570,515.00	8,457.42	2,562,057.58
CAR20	SOLID WASTE DEBRIS/SLASH DISPOSAL	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	64,090.73	135,909.27
CAR21	FY21 KPB RESPONSE-PPE-PERSNL & RECOUP	7,000,000.00	-	7,000,000.00	-	7,000,000.00	(1,500,000.00)	5,500,000.00	(485,013.00)	5,014,987.00	(2,000,000.00)	3,014,987.00	14,158.17	3,000,828.83
CAR22	LOST REVENUE	-	8,134,023.00	8,134,023.00	1,047,934.00	9,181,957.00	-	9,181,957.00	-	9,181,957.00	-	9,181,957.00	9,181,957.00	-
CAR23	CITY ALLOCATION	-	-	-	-	-	-	-	-	-	-	-	-	-
CAR24	HOUSING RELIEF PROGRAM	-	-	-	-	-	-	-	-	-	-	-	-	-
CAR24	POPPY LANE FACILITY SOCIAL DISTANCING RETROFIT	-	-	-	-	-	-	-	-	-	-	-	-	-
Totals:		37,458,449.47	0.00	37,458,449.47	-	37,458,449.47	-	37,458,449.47	-	37,458,449.47	-	37,458,449.47	18,757,991.06	18,700,458.41

(1) Transferring \$2,000,000 from CAR21 to (new) CAR23 to provide funding for COVID-related assistance to qualified households outside of municipal boundaries.

Introduced by: Mayor  
Date: 10/13/20  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2020-071**

**A RESOLUTION AMENDING THE SPENDING PLAN APPROVED FOR CARES ACT  
CORONAVIRUS RELIEF FUNDS RECEIVED FROM THE STATE OF ALASKA, TO  
FUND RETROFITTING OF THE BOROUGH’S POPPY LANE FACILITY AND TO  
SUPPLEMENT THE TECH-911 BACKUP DISPATCH ANSWERING CENTER  
PROJECT**

**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 Resolutions 2020-056, 2020-057, and 2020-069 approved numerous amendments to the spending plan to meet project developments; and

**WHEREAS**, Resolution 2020-070, the fourth amendment to the spending plan, was submitted separately for the assembly’s consideration at the October 13, 2020 meeting; and

**WHEREAS**, this fifth amendment to the spending plan will transfer \$216,901.15 from CAR13 to new CAR24 to retrofit the borough’s Poppy Lane facility for purposes of providing for the separation of public and KPB employee spaces, allow for queuing of public and contract personnel, provide a larger conference room space to allow for better social distancing practices for both public and KPB employees, reconfiguration of four office spaces that currently do not maintain recommended social distancing, and improvement to building circulation; and

**WHEREAS**, this amendment to the spending plan will transfer \$10,000 from CAR18 to CAR17 project title Technology 911 Backup Dispatch Answering Center; 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 portion of the Coronavirus Relief Fund Spending Plan – Amended October 13, 2020, transferring \$216,901.15 from CAR 13 to new CAR24, and transferring \$10,000 from CAR18 to CAR17 project title

Technology 911 Backup Dispatch Answering Center a copy of which is attached hereto and incorporated herein by reference.

**SECTION 2.** That this resolution shall take effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 13TH DAY OF OCTOBER, 2020.**

---

Kelly Cooper, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough  
Community & Fiscal Projects

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**MEMORANDUM**

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

**THRU:** Charlie Pierce, Mayor *JCB*

**FROM:** John Hedges, Purchasing & Contracting Director *JH*  
Dan Nelson, Emergency Manager *DN*  
Brenda Ahlberg, Community & Fiscal Projects Manager *BA*  
Brandi Harbaugh, Finance Director *BH*

**DATE:** October 2, 2020

**RE:** Resolution 2020-071, Amending the Spending Plan Approved for Cares Act Coronavirus Relief Funds Received from the State of Alaska, to Fund Retrofitting at the Borough's Poppy Lane Facility and to Supplement the Tech-911 Backup Dispatch Answering Center Project (Mayor)

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This resolution would amend the borough's Coronavirus Relief Fund Spending Plan a fifth time. The amended plan addresses budget revisions to provide funds for the Poppy Lane renovation project and to supplement CAR17 project titled "Technology 911 Backup Dispatch Answering Center" by moving \$10,000 from CAR18 to CAR17 in the amount of \$10,000

The Poppy Lane renovation project was originally included as part of the CAR13 approved scope. In order to maintain consistency with other similar CARES act projects and to help with transparency, it is appropriate to create another project account exclusively for this effort. That project account will be identified as CAR24:

To fund retrofits to the Poppy Lane Borough Facility. This project will provide for the separation of public and KPB employee spaces, allow for queuing of public and contract personnel, provide a larger conference room space to allow for better social distancing practices for both public and KPB employees, reconfiguration of four office spaces that currently do not maintain recommended social distancing, and improvement to building circulation.

The Technology 911 Backup Dispatch Answering Center project account will be identified as CAR17:

To supply a router to interconnect with the State of Alaska Telecommunications System (SATS) to enable direct access to the public safety radio system statewide. This will allow the setup at the redundant 9-1-1 center to fully mirror the primary facility.

Your consideration of this resolution is appreciated.

Attachment: Coronavirus Relief Fund Spending Plan Proposed for Amendment (10/02/20)

Segments	Account Number	Original Budget (7/11/20)	Amendments (8/11/20)	Revised Budget (08/11/20)	Proposed amendments (9/1/20) Increase (decrease)	Proposed revised budget after laydown (9/1/20)	Additional amendments proposed via Laydown (9/1/20)	Proposed revised budget after laydown (9/1/20)	Amendments proposed via Laydown (9/15/20)	Proposed revised budget after laydown (9/15/20)	Amendments proposed Reso (10/13/20)	Proposed revised budget after Reso (10/13/20)	LTD Exp + Encumbrances	Remaining Bal	
CAR01	GRANTS TO SMALL BUSINESS/NONPROFIT/SR CENTERS	15,000,000.47	(8,134,023.00)	6,865,977.47	-	6,865,977.47	200,000.00	7,065,977.47	-	7,065,977.47	-	7,065,977.47	6,320,365.25	745,612.22	
CAR02	SINGLE AUDIT FEES	25,000.00	-	25,000.00	-	25,000.00	-	25,000.00	-	25,000.00	-	25,000.00	-	25,000.00	
CAR03	REIMB HOSPITAL COSTS	800,000.00	-	800,000.00	-	800,000.00	-	800,000.00	-	800,000.00	-	800,000.00	300,000.00	500,000.00	
CAR04	VOLUNTEER FIRE & EMS	70,000.00	130,000.00	200,000.00	100,000.00	300,000.00	-	300,000.00	-	300,000.00	-	300,000.00	160,000.00	140,000.00	
CAR05	FIRE & EMS SA PERSONNEL COSTS	2,800,000.00	236,609.87	3,036,609.87	-	3,036,609.87	(200,000.00)	2,836,609.87	-	2,836,609.87	-	2,836,609.87	891,121.00	1,945,488.87	
CAR06	KPB EMERG RESPONSE-PPE-PERSONNEL	500,000.00	531,695.07	1,031,695.07	-	1,031,695.07	-	1,031,695.07	-	1,031,695.07	-	1,031,695.07	205,842.11	825,852.96	
CAR07	ABSENTEE VOTE BY MAIL	600,000.00	-	600,000.00	-	600,000.00	-	600,000.00	-	600,000.00	-	600,000.00	113,780.11	486,219.89	
CAR08	TECH-REMOTE MEETING INTEGRATION	80,000.00	-	80,000.00	-	80,000.00	-	80,000.00	-	80,000.00	-	80,000.00	1,249.19	98,750.81	
CAR09	TECH-COMMUNICATIONS TOWER SITE	2,000,000.00	-	2,000,000.00	-	2,000,000.00	-	2,000,000.00	-	2,000,000.00	-	2,000,000.00	391.48	1,999,608.52	
CAR10	DVLPMNT	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	36,235.78	628,777.22	
CAR11	TECH-RETROFIT ASSEMBLY CHAMBERS	1,700,000.00	(1,300,000.00)	400,000.00	-	400,000.00	-	400,000.00	465,013.00	865,013.00	-	865,013.00	104,928.72	45,071.28	
CAR12	KPBSD RESPONSE & PREPAREDNESS	650,000.00	-	650,000.00	-	650,000.00	-	650,000.00	(250,000.00)	400,000.00	-	400,000.00	-	-	
CAR13	HOSPITAL TESTING EQUIPMENT	500,000.00	1,831,695.06	2,331,695.06	-	2,331,695.06	-	2,331,695.06	(650,000.00)	1,681,695.06	-	1,681,695.06	30,370.72	2,984,423.19	
CAR14	RETROFIT KPB FACILITIES	67,000.00	-	67,000.00	-	67,000.00	-	67,000.00	900,000.00	967,000.00	(216,901.15)	750,098.85	51,693.76	15,306.24	
CAR15	TECH-IMT REMOTE WORK-PC UPGRADES	116,000.00	-	116,000.00	-	116,000.00	-	116,000.00	-	116,000.00	-	116,000.00	53,244.51	62,755.49	
CAR16	GIS UPDATE FOR REMOTE ASSESSMENT	600,000.00	-	600,000.00	-	600,000.00	(200,000.00)	400,000.00	-	400,000.00	-	400,000.00	382,063.94	17,936.06	
(3)	CAR17	TECH-911 BACKUP DISPATCH ANSWERING CENTER	802,000.00	200,000.00	1,002,000.00	-	1,002,000.00	-	1,002,000.00	-	10,000.00	10,000.00	1,012,000.00	754,320.13	257,679.87
(3)	CAR18	TECH-COMMUNICATIONS ENGINEERING ANALYSIS	100,000.00	-	100,000.00	-	100,000.00	-	100,000.00	-	(10,000.00)	90,000.00	83,721.04	6,278.96	
CAR19	GRANTS TO SMALL BUSINESS-2ND DISTRIBUTION/CONTINGENCY	3,648,449.00	(1,630,000.00)	2,018,449.00	(1,147,934.00)	870,515.00	1,700,000.00	2,570,515.00	-	2,570,515.00	-	2,570,515.00	8,457.42	2,562,057.58	
CAR20	SOLID WASTE DEBRIS/SLASH DISPOSAL	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	64,090.73	135,909.27	
(1)	CAR21	FY21 KPB RESPONSE-PPE-PERSNL & RECOUP LOST REVENUE	7,000,000.00	-	7,000,000.00	-	7,000,000.00	(1,500,000.00)	(485,013.00)	5,014,987.00	(2,000,000.00)	3,014,987.00	14,158.17	3,000,828.83	
(1)	CAR22	CITY ALLOCATION	-	8,134,023.00	8,134,023.00	1,047,934.00	-	9,181,957.00	-	9,181,957.00	-	9,181,957.00	9,181,957.00	-	
(2)	CAR23	HOUSING RELIEF PROGRAM	-	-	-	-	-	-	-	-	2,000,000.00	2,000,000.00	-	2,000,000.00	
(2)	CAR24	POPPY LANE FACILITY SOCIAL DISTANCING RETROFIT	-	-	-	-	-	-	-	-	216,901.15	216,901.15	18,757,991.06	216,901.15	
Totals:		37,458,449.47	0.00	37,458,449.47	-	37,458,449.47	-	37,458,449.47	-	37,458,449.47	-	37,458,449.47	18,757,991.06	18,700,458.41	

(1) Transferring \$2,000,000 from CAR21 to (new) CAR23 to provide funding for COVID-related assistance to qualified households outside of municipal boundaries.  
 (2) Transferring \$216,901.15 from CAR13 to (new) CAR24 to fund retrofits to the Poppy Lane Borough Facility to accommodate separation for the public and better social distancing practices.  
 (3) Transferring \$10,000 from CAR18 to CAR17 to supplement "Technology 911 Backup Dispatch Answering Center."



Introduced by: Mayor, Johnson  
Date: 10/13/20  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2020-073**

**A RESOLUTION DECLARING A LOCAL ECONOMIC DISASTER AND  
REQUESTING THE GOVERNOR OF THE STATE OF ALASKA DECLARE AN  
ECONOMIC DISASTER FOR THE UPPER COOK INLET FISHERIES REGION AND  
SUPPORTING A RECOVERY PLAN**

- WHEREAS,** the Upper Cook Inlet (“UCI”) 2020 commercial salmon harvest was approximately 1,136,817 fish, which is the lowest harvest of commercial salmon in the Upper Cook Inlet commercial salmon harvest since 1971 and approximately 59.6 percent less than the recent 10-year average of 2,8141,926 fish; and
- WHEREAS,** the estimated ex-vessel value of all salmon species harvested in UCI in 2020 was approximately \$5,237,115, which was 82.4 percent less than the previous 10-year average annual ex-vessel value of \$29,790,752; and
- WHEREAS,** sockeye salmon are the most valuable of the five species of Pacific salmon present in UCI and in 2020 the commercial sockeye harvest of 658,614 fish was approximately 74.3 percent less than the average annual harvest of 2,568,982million fish for the years 2010 to 2019 and the lowest UCI sockeye harvest since 1975; and
- WHEREAS,** approximately 1,126,120 Kenai River late-run sockeye salmon returned August 1 through August 24, 2020, which comprises about 62 percent of the total 1,813,386 sockeye counted by sonar in the Kenai River for the 2020 season; and
- WHEREAS,** AS 44.33.285 authorizes the governor, upon recommendation of the commissioner of commerce, community, and economic development, to designate by proclamation an area impacted by an economic disaster; and
- WHEREAS,** AS 44.33.310(3) provides that an economic disaster occurs where the annual income to workers in the designated area dropped below the average annual income for the base period, which is, for a fisheries failure, the years during which a fishery produced at economically representative levels as determined by the Department of Fish and Game; and
- WHEREAS,** this extremely low harvest was below the level necessary to cover the cost of operating and maintaining commercial drift, set net, processing and marketing businesses in the Kenai Peninsula Borough; and

**WHEREAS,** the Kenai Peninsula Borough is a political subdivision of the State of Alaska; and

**WHEREAS,** an economic disaster declaration by the Governor would allow the legislature to appropriate funds for assistance grants and the governor may recommend in the governor's budget that capital projects planned for the area be accelerated and other steps may be taken as provided in AS 44.33.285 - .310 to accelerate the recovery from this disaster; and

**WHEREAS,** the United Cook Inlet Drift Association and the Kenai Peninsula Fishermen's Association have both urged the Kenai Peninsula Borough to ask the Governor of the State of Alaska to declare an economic disaster for the Upper Cook Inlet sockeye salmon commercial fisheries for 2020 due to the failure of the 2020 season;

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

**SECTION 1.** That the Kenai Peninsula Borough Assembly declares an economic disaster to exist in the areas of the Kenai Peninsula Borough affected by the 2020 Upper Cook Inlet Fisheries.

**SECTION 2.** That the Kenai Peninsula Borough Assembly respectfully requests that the Governor of the State of Alaska declare an economic disaster, as described in AS 44.33.285, to exist in the Upper Cook Inlet Fisheries Region and that the State of Alaska implement a recovery plan that provides private assistance and takes other actions that benefit commercial fisheries participants and others that rely on this important fisheries resource.

**SECTION 3.** The assembly also respectfully requests that the State of Alaska urge federal agencies to render private and public assistance to all affected persons and entities.

**SECTION 4.** That a copy of this resolution shall be provided to Governor Michael Dunleavy and Senator Peter Micciche.

**SECTION 5.** That this resolution becomes effective immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 13TH DAY OF OCTOBER, 2020.**

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Kelly Cooper, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough  
Office of the Borough Mayor

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**MEMORANDUM**

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

**FROM:** Charlie Pierce, Mayor *JCB*  
Brent Johnson, Assembly Member *BJ*

**DATE:** October 1, 2020

**RE:** Resolution 2020-073, Declaring a Local Economic Disaster and Requesting that the Governor of the State of Alaska Declare an Economic Disaster for the Upper Cook Inlet Fisheries Region and Supporting a Recovery Plan (Mayor, Johnson)

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The 2020 Upper Cook Inlet commercial salmon season has again been one of the lowest harvest of commercial salmon since 1971. The 2020 drift gillnet harvest was approximately 283,000 sockeye salmon, which was 86% less than the recent 10-year average of 1,649,779. The 2020 east side setnet harvest was approximately 295,000 sockeye salmon, which was 86% less than the recent 10-year average of 1,715,513. In the drift gillnet and east side setnet fisheries, the economic value of sockeye salmon was approximately 86% percent less than the last 30 years, and the lowest harvest numbers since 1975. This has caused a tremendous economic hardship in the fishing industry, as well as the Kenai Peninsula Borough. Assistance is very much needed at this time.

The mayor's office has received requests from United Cook Inlet Drift Association and Kenai Peninsula Fishermen's Association to ask the Governor of the State of Alaska to declare an economic disaster for the 2020 Upper Cook Inlet commercial salmon fisheries. A State declaration would enable it to support a recovery plan that provides direct assistance to commercial fishery participants and takes other actions to benefit all users of this important resource.

Your support would be appreciated.

Introduced by: Cooper, Johnson  
Date: 10/13/20  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2020-074**

**A RESOLUTION ADVOCATING FOR A REDUCTION  
OF HALIBUT BYCATCH**

- WHEREAS**, it has been more than five years since the State of Alaska, through the federal North Pacific Fishery Management Council, agreed to lower Pacific halibut bycatch caps in the face of a diminishing biomass; and
- WHEREAS**, despite efforts on both sides for five years, tying the management of halibut bycatch to the halibut abundance is still not a reality; and
- WHEREAS**, while the federal council struggles with the abundance-based management issue, Alaska's small boat commercial, charter, sport and subsistence fleets and their coastal communities bear the short and long-term impacts that high halibut bycatch creates; and
- WHEREAS**, short-term impacts are felt every year when halibut fishermen in the Bering Sea lose a part of their annual allocation that is tied, not strictly to abundance, but to the forecasted landings of bycatch; and
- WHEREAS**, long-term impacts are felt by halibut fishermen beyond the Bering Sea, as all sizes (including sub-legals) are removed from the entire biomass forever; and
- WHEREAS**, the loss of the juvenile halibut to future catches in Southcentral and Southeast Alaska represent more than a 1:1 loss to those fishing communities; and
- WHEREAS**, managing the prohibited species bycatch of halibut without tying it to an accurate abundance index of the halibut stocks is a political decision, while managing bycatch using abundance indices for the stock as a whole, is a sustainability decision; and
- WHEREAS**, politically based management decisions that impact a long-lived, wide-ranging species such as Pacific halibut, are indefensible and if the overarching goal is sustainability, abundance-based bycatch management is the only approach; and
- WHEREAS**, tying halibut bycatch to abundance is especially important during low levels of abundance, a situation we have been in for the past eight years., and the halibut population is particularly vulnerable to high caps that leave the gate open for high-

take levels that could mark a point of no return for several year-classes of Pacific halibut; and

**WHEREAS,** abundance-based management (ABM) would bring immediate positive results to Alaska's rural coastal communities as ABM control of bycatch means coastal communities are more sustainable because they can rely on rigorous and informed management strategies which are not only more consistent and responsive to the health of the resource, but are also more equitable, managing all halibut users on abundance, including those harvesting as bycatch; and

**WHEREAS,** the revenue generated by Alaska's coastal communities mean the state's economy is more stable long-term, as well as more diversified when coastal communities thrive and they cannot thrive with the uncertainty of high prohibited species catches looming over them each year;

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

**SECTION 1.** Pacific halibut is important to Alaskans culturally, economically, and socially. Halibut, salmon and crab are Alaska's most iconic seafoods. Coastal communities rely upon them but are sadly losing access to them.

**SECTION 2.** The borough assembly strongly encourages the Commissioner of the Alaska Department of Fish and Game (ADF&G) to take the lead in this issue when it comes before the North Pacific Fishery Management Council this October. Actions to reduce all halibut bycatch caps to levels that are directly tied to the best available scientifically informed indexes of abundance will ensure that all sectors share in conserving the resource.

**SECTION 3.** That a copy of this resolution shall be provided to the Commissioner of ADF&G and shall be provided as testimony during the October 14, 2020 public comments section of the NPFMC meeting.

**SECTION 4.** That this resolution shall become effective immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 13TH DAY OF OCTOBER, 2020.**

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Kelly Cooper, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

**MEMORANDUM**

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

**FROM:** Kelly Cooper, Assembly President *JB*  
Brent Johnson, Assembly Member *JB*

**DATE:** October 1, 2020

**RE:** Resolution 2020-074, Advocating for a Reduction of Halibut Bycatch  
(Cooper, Johnson)

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The North Pacific Fishery Management Council (NPFMC) established by the Magnuson-Stevens Fishery Conservation and Management Act is holding their October Meetings.

Currently, a sector of the bottom trawl fishery in the Bering Sea (called the "Amendment 80 Fleet") operates with a "Prohibited Species Catch" (PSC) allowance of halibut and of other species. This PSC is a limit of bycatch of halibut, estimated in pounds, that the collective fleet must stay below in their fishing operations, or face shutdown until the next season. The bycatch of Pacific halibut in the Bering Sea by this fleet is widely seen as unavoidable, as often halibut and the species targeted by the Amendment 80 Fleet share ecosystems and even ecological niches.

Commercial and charter harvest of Pacific halibut is managed by the International Pacific Halibut Commission (IPHC). Each year the IPHC determines a Total Constant Exploitation Yield (TCEY) which is an aggregate number in pounds the commission believes can be sustainably removed from the coast-wide stock of the species. This number is annually a product of the IPHC Stock-Assessment (scientifically rigorous estimate of the biomass of Pacific halibut) and through a political process carried out by IPHC commissioners and stakeholder representatives. These processes set the *dynamic* annual allocations and limits all directed halibut fishers and fleets are subject to.

However, before any annual allocation can be set to directed fishers, the Amendment 80 Fleet's PSC of Pacific halibut is subtracted from the coast wide TCEY as a first cut. This cut is not *dynamic* like the TCEY but *static*. It is an annual cap that does not change to reflect the change in Pacific halibut abundance or any other biological or ecological characteristic. In times of low halibut abundance, this static allocation to non-directed users of the Pacific halibut

resource burdens directed users with smaller and smaller cuts of the remaining resource, and could potentially lead to the collapse of coastal Alaskan fisheries and communities if it remains unchanged.

The current analysis being presented to NPFMC in October examines the pros and cons of an abundance based PSC (bycatch), potentially changing the PSC from a static number to an annually dynamic one determined based on some index of halibut abundance. At the center of the analysis being presented to the NPFMC is the choice of which halibut abundance index to use. One is the annual IPHC Stock Assessment and the other is the National Marine Fisheries Service Bottom Trawl Survey. Neither index is truly suited to adequately or accurately establishing a PSC for the Amendment 80 Fleet. Both indexes have weaknesses in this specific application, so it comes to picking the lesser of two evils. That said, if preserving the halibut resource is a priority of the council and of any management body or sponsor, an index based on the IPHC Stock Assessment *must* be promoted.

Utilizing an index based on the bottom trawl surveys potentially increases the PSC the Amendment 80 Fleet would have access to. This is due to size and growth-related biological characteristics of the halibut stock. In short, Pacific halibut have experienced declining growth-performance over the past 20-30 years (it takes them longer to grow). This lowered growth-performance has been identified by the IPHC as the primary contributing factor to current levels of low abundance. This is important when a bottom trawl survey is a potential index in setting PSC. The smaller a halibut is, the harder time it has escaping a trawl net, and the more likely it is to be caught. This has led to Bottom Trawl Surveys showing an increase in halibut abundance despite an actually shrinking biomass of the species.

Basing a Prohibited Species Catch of this scale on an *inaccurate* and *misleading* index which does not capture the trends in abundance does not accomplish the goals or objectives the NPFMC seeks to ensure and does a disservice to every halibut fisher and halibut-dependent community in the state. If an index of halibut abundance has to be chosen from these options or their combination, the IPHC Stock Assessment should be weighted greater of the two options or be considered on its own.

We appreciate your support.



Introduced by: Mayor  
Date: 10/13/20  
Hearing: 11/10/20  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-42**

**AN ORDINANCE OF ASSESSMENT CONFIRMING THE ASSESSMENT ROLL  
FOR THE SOUTH KALIFORNISKY BEACH ROAD UTILITY SPECIAL ASSESSMENT  
DISTRICT AND ESTABLISHING THE METHOD FOR TERMINATING  
ASSESSMENTS AND MAKING REFUNDS TO PROPERTY OWNERS**

- WHEREAS,** on November 5, 2019, the Mayor approved the petition application for the formation of the South Kalifornsky Beach Road Utility Special Assessment District (the "District"); and
- WHEREAS,** Resolution 2020-024 established the District and authorized the construction of the improvement; and
- WHEREAS,** Ordinance 2019-19-35 appropriated \$1,031,035 for the District's natural gas line project; and
- WHEREAS,** the total costs of constructing the improvements, including all allowable amounts as provided in KPB 5.35.080 and AS 29.46.110 ("Costs") are now known; and
- WHEREAS,** the District special assessment roll has been prepared with the total costs of the improvement spread equally among all the lots within the District; and
- WHEREAS,** the borough clerk has published a notice of the filing of the assessment roll once in a newspaper of general circulation within the borough stating that such assessment has been made and is on file in the office of the borough clerk, and providing notice of the time and place for the hearing held November 10, 2020 where objections would be heard; and
- WHEREAS,** the assembly, on November 10, 2020 held a hearing on the assessment roll at which time all persons objecting to assessments were given an opportunity to present their objections; and
- WHEREAS,** notice of the assessment and hearing was mailed to each owner of record as shown on the rolls of the borough assessor not less than ten days before the hearing; and
- WHEREAS,** the assembly found no errors or inequalities in the roll; and
- WHEREAS,** the assembly finds that the roll should be confirmed; and

**WHEREAS,** the mainline has been constructed and any necessary property acquisitions completed for the natural gas pipeline in the District (the "Project"); and

**WHEREAS,** special assessments will be levied on properties in the District that are specially benefited by the Project, and said special assessments, with interest thereon, will be sufficient (together with other amounts) and available to pay the actual cost to the borough of the improvements plus interest;

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

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

**SECTION 2. Confirmation of Roll.** That the assessment roll for South Kalifornsky Beach Road Utility Special Assessment District, attached as Exhibit A to this ordinance, as presented to the assembly on May 5, 2020 in the total amount of \$1,031,034.60 is confirmed.

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

**SECTION 4. Payment of Assessment.** That the entire assessment may be prepaid without interest or penalty within thirty days of the date of mailing of the assessment statement. Thereafter, the assessment may be prepaid in whole or in part with interest to the payment date. Interest on the unpaid amount of the assessment shall accrue at the rate of 5.25 % per annum. Assessments that are not prepaid shall be paid in ten equal annual installments on March 31 of each year, commencing March 31, 2021. Installments shall include principal plus accrued interest.

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

**SECTION 6. Establishment of Reserve and Refund Accounts.**

- A. That there is established the District Reserve and Refund Account (the "Reserve and Refund Account").
- B. That there shall be paid into the Reserve and Refund Account:
  - 1. All monies received from ENSTAR Natural Gas Company that are refund entitlements arising out of new customers connecting to the gas line installed within the District; and
  - 2. The final refund due under the ENSTAR line extension tariff; and
  - 3. Interest on the average Reserve and Refund Account balance at the rate determined by the Finance Director to be the average interest earned on borough investments during the year.

**SECTION 7. Distribution of Reserve and Refund Account Funds.**

- A. The borough shall refund the funds in the Reserve and Refund Account at the end of each fiscal year an amount equal to the fund balance divided by the number of lots within the District provided the refunded amount is greater than or equal to \$250.00 per parcel. If the amount is under \$250.00, the refund will be carried over to the following fiscal year. The order of refund will be: first, to any outstanding balance applied in the order of unpaid costs, penalty, interest, and then principal and; second, to the owner of record as shown on the most recent records of the borough assessor. If any lot within the District is divided into two or more lots, the refund for such re-subdivided lots shall be computed by counting the re-subdivided lots as a single lot for purposes of determining the initial refund entitlement. If any lots are consolidated, the converse shall apply. The initial refund entitlement shall then be divided equally among the subject lots. If an account is in a delinquent or foreclosure status, any such refund shall be applied against the delinquent balance in the order described above.
- B. That upon the repayment to the borough of all indebtedness incurred for this assessment district or after the borough receives the final refund entitlements arising out of new customers connecting to the gas line, any funds remaining in the Reserve and Refund Account shall be distributed as provided under this section.

**SECTION 8. Termination of Assessment and Refund of Pro Rata Share of Assessment Prepayments.**

- A. That upon the discharge of all indebtedness to the borough, all unpaid, non-delinquent assessment installments are cancelled. The Finance Director

shall refund to the owner of record as shown on the records of the borough assessor an amount equal to the fund balance divided by the number of lots within the District.

- B. That for any lot upon which foreclosure proceedings to recover delinquent assessment installments has been commenced prior to the cancellation of remaining assessment installments, the amount due shall be recomputed as provided in subsection A, except there will be no refund.

**SECTION 9. Appropriation.** That there is appropriated for the purposes set out in this ordinance the refunds from ENSTAR attributable to the District, all assessments and interest in the District, assessment foreclosure proceeds and interest earned on the funds as provided in Section 6(B)(2). The appropriation under this section does not lapse until after the final refund required under section 7(A) has been made.

**SECTION 10. Authority for Ordinance.** That the borough has ascertained and hereby determines that each and every matter and thing as to which provision is made in this ordinance is necessary in order to carry out and effectuate the purposes of the Borough in accordance with our constitution and statutes of the State of Alaska, and the Code of Ordinances of the Kenai Peninsula Borough.

**SECTION 11. Severability.** That if any one or more of the covenants and agreements provided in this ordinance to be performed on the part of the borough shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreements or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements in this ordinance and shall in no way affect the validity of the other provisions of this ordinance.

**SECTION 12. Effective Date.** That this ordinance shall take effect immediately upon enactment.

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

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Kelly Cooper, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Finance Department

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### MEMORANDUM

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

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

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

**DATE:** October 1, 2020

**SUBJECT:** Ordinance 2020-42, An Ordinance of Assessment Confirming the Assessment Roll for the South Kalifornsky Beach Road Utility Special Assessment District and Establishing the Method for Terminating Assessments and Making Refunds to Property Owners (Mayor)

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This ordinance confirms the final assessment roll for the South Kalifornsky Beach Road Utility Special Assessment District ("the District"). This is the final step for the borough in a process that began with the borough mayor approving the petition application for the formation of the District, the adoption of resolution 2020-24 forming the District and authorizing construction of the natural gas mainline improvements, and the passage of Ordinance 2019-19-35, which appropriated \$1,031,035 for this project. This ordinance confirms the assessment roll and establishes the methods for terminating assessments and providing refunds to property owners, if necessary.

KPB 5.35.107(C)(a) requires that the owners of at least 60 percent of the parcels within the proposed district sign a petition approving the District and 62.57 percent have signed the petition in favor of this project. KPB 5.35.107(C)(b) requires that the owners of at least 60 percent in value of the property to be benefited in the proposed district sign a petition approving the District and 73.63 percent have signed the petition in favor of this project.

The gas mainline has been constructed and a bill has been presented to the borough for payment. The gas mainline benefits 180 parcels within the District. The total cost of the assessment is \$1,031,034.60. Based on equal allocation of the total cost of the project, the special assessment per lot in the District is \$5,727.97. The assessment may be prepaid without interest within 30 days of the notice of assessment. If not prepaid, the assessment is payable over a ten-year period in equal installments with interest accruing as provided in the attached ordinance. The assessment constitutes a lien on each parcel within the District.

Your consideration of this ordinance is appreciated.

**SOUTH KALIFORNIA BEACH ROAD USAD - FINAL ASSESSMENT ROLL**

Ordinance of Assessment

Non-Refundable Filing Fee per 5.35.030(D): \$1,000 Paid 9/10/2019

<b>FINAL</b>	
Enstar Construction Cost:	918,338.00
Enstar Non-Standard Cost:	94,100.00
<b>Enstar Final Cost:</b>	<b>1,012,438.00</b>
KPB Administration Cost:	18,596.60
<b>Total Project Final Cost:</b>	<b>1,031,034.60</b>

Total Assessed Value:	2019 Assessed Value (AV)
Total Project Cost:	1,031,034.60
(Less) Total Paid Prepayments of Assessments:	(7,833.91)
<b>Total Assessments:</b>	<b>1,023,200.69</b>

Total number of parcels petition signature percentage calculation: 180  
 Total number of parcels in favor of project: 112  
 Percentage of parcels in favor of project: 62.57%  
 Percentage of parcels in favor, district value: 73.63%  
 Current percentage of parcels in real property taxes: 1.11%

Mayor Abstained from petition process, 1 KPB owned property  
 ≥ 60% - KPB 5.35.107(C)(a)  
 ≥ 60% - KPB 5.35.107(C)(b)  
 < 10% - KPB 5.35.070(D)

PARCEL ID	LEGAL	2019 ASSESSED VALUE	LIEN LIMIT <50% A.V. per 5.35.070(C)	MAXIMUM ASSESSMENT	PREPAYMENT REQUIRED 5.35.070(B)&(C)	PREPAYMENTS -PAID IN FULL-	PAID DATE Ck#	OWNER	ADDRESS	CITY STATE ZIP	OTHER SPC ASSMT	DEL TAXES (Yes)	VOTE IN FAVOR	VOTE IN FAVOR A.V.
131-100-04	T 4N R 12W SEC 36 SEWARD MERIDIAN KN THAT PORTION OF THE E1/2 LYING EAST OF KALIFORNIA BEACH ROAD	169,400	3.38%	5,727.97	0.00			ALASKA STATE D N R	550 W 7TH AVE STE 650	ANCHORAGE, AK 99501	NO			0
131-120-01	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 13 BLK 4	309,800	1.85%	5,727.97	0.00			COWART, TERENCE L & TERESA A	PO BOX 783	KASILOF, AK 99610	NO		YES	309,800
131-120-02	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 12 BLK 4	329,600	1.74%	5,727.97	0.00			BEATY, SAM T & HOLLY R	PO BOX 714	KASILOF, AK 99610	NO		YES	329,600
131-120-03	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 11 BLOCK 4	310,900	1.84%	5,727.97	0.00			DEETZ, STEPHEN & NIRUK	11391 DISCOVERY VIEW DR	ANCHORAGE, AK 99515	NO		YES	310,900
131-120-04	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 10 BLK 4	383,100	1.50%	5,727.97	0.00			KRAUS, FREDERIC R & LENOR R	PO BOX 36	KASILOF, AK 99610	NO		YES	383,100
131-120-05	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 9 BLK 4 (ADL 33528)	115,900	4.94%	5,727.97	0.00			ALASKA STATE D N R	550 W 7TH AVE STE 650	ANCHORAGE, AK 99501	NO			0
131-120-07	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 1 BLK 3	18,900	30.31%	5,727.97	0.00			ALASKA STATE D N R	550 W 7TH AVE STE 650	ANCHORAGE, AK 99501	NO			0
131-120-11	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 5 BLK 3	23,000	24.90%	5,727.97	0.00			COOK INLET REGION INC	PO BOX 93330	ANCHORAGE, AK 99509	NO			0
131-120-12	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 6 BLK 3	69,100	8.29%	5,727.97	0.00			KRAUS, FREDERIC R & LENOR R	PO BOX 36	KASILOF, AK 99610	NO		YES	69,100
131-120-13	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 7 BLK 3	350,100	1.64%	5,727.97	0.00			HOLT, KATHLEEN G & WILLIAM T	PO BOX 794	KASILOF, AK 99610	NO		YES	350,100
131-120-14	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 8 BLK 3	379,300	1.51%	5,727.97	0.00			LAKER, MARK W & JULIE B	PO BOX 756	KASILOF, AK 99610	NO		YES	379,300
131-120-24	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 16 BLK 2	184,000	3.11%	5,727.97	0.00			NEERING, STEPHANIE L AKA CARROLL, STEPHANIE L	PO BOX 1049	KASILOF, AK 99610	NO		YES	184,000
131-120-25	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 1 BLK 2	17,900	32.00%	5,727.97	0.00			COOK INLET REGION INC	PO BOX 93330	ANCHORAGE, AK 99509	NO			0
131-120-26	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 2 BLK 2	295,600	1.94%	5,727.97	0.00			MATTSON, MARVIN O & LORETTA G	PO BOX 606	KASILOF, AK 99610	NO		YES	295,600
131-120-27	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 3 BLK 2	397,100	1.44%	5,727.97	0.00			CONSIEL, JULIA A & JOHN JR	PO BOX 995	KASILOF, AK 99610	NO		YES	397,100
131-120-28	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 4 BLK 2	22,400	25.57%	5,727.97	0.00			COOK INLET REGION INC	PO BOX 93330	ANCHORAGE, AK 99509	NO			0
131-120-31	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 7 BLK 2	174,400	3.28%	5,727.97	0.00			SLETTEDAHL, PAUL A Jr	PO BOX 576	KASILOF, AK 99610	NO		YES	174,400

Total # of Parcels for Assessments: 180  
 Final Cost Per Parcel: 5,727.97

PARCEL ID	LEGAL	2019 ASSESSED VALUE	LIEN LIMIT <50% A.V. per 5.35.070(C)	MAXIMUM ASSESSMENT	PREPAYMENT REQUIRED 5.35.070(B)&(C)	PREPAYMENTS -PAID IN FULL-	PAID DATE CK#	OWNER	ADDRESS	CITY STATE ZIP	OTHER SPC ASSMT	DEL TAXES (Yes)	VOTE IN FAVOR	VOTE IN FAVOR A.V.
131-120-32	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 14 BLOCK 1	361,600	1.58%	5,727.97	0.00			MANN, PATRICIA ELLEN	PO BOX 1183	KASILOF, AK 99610	NO			0
131-120-33	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 13 BLOCK 1	47,900	11.96%	5,727.97	0.00			MANN, PATRICIA ELLEN	PO BOX 1183	KASILOF, AK 99610	NO			0
131-120-34	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 12 BLOCK 1	279,700	2.05%	5,727.97	0.00			ROSS, LEANN DRA P & JONATHON S	19933 TULWAR DR	CHUGIAK, AK 99567	NO		YES	279,700
131-120-35	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 11 BLK 1	388,200	1.48%	5,727.97	0.00			KOOB, TONI C & MICHAEL D	PO BOX 444	KENAI, AK 99611	NO		YES	388,200
131-120-36	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 10 BLK 1	265,300	2.16%	5,727.97	0.00			SEE, ARTHUR BROCK & JANICE I	PO BOX 224	KASILOF, AK 99610	NO			0
131-120-37	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 9 BLK 1	98,000	5.84%	5,727.97	0.00			MATTHEWS HILARY SUSAN	PO BOX 69	KASILOF AK 99610	NO		YES	98,000
131-120-38	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 8 BLK 1	307,700	1.86%	5,727.97	0.00			MCGARRY, MARGARET L & GERALD T	PO BOX 952	KASILOF, AK 99610	NO		YES	307,700
131-120-39	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 7 BLK 1	212,800	2.69%	5,727.97	0.00			RENNER ROSEMARY M	PO BOX 122	KASILOF, AK 99610	NO		YES	212,800
131-120-40	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 6 BLK 1	211,700	2.71%	5,727.97	0.00			RENNER, ROSEMARY M	PO BOX 122	KASILOF, AK 99610	NO			0
131-120-41	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 5 BLK 1	118,300	4.84%	5,727.97	0.00			OLDHAM, DARRELL	PO BOX 1164	KASILOF, AK 99610	NO			0
131-120-42	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 4 BLK 1	172,500	3.32%	5,727.97	0.00			HATTEN, JERRY L. C/O KATRINA HATTEN	PO BOX 591	KASILOF, AK 99610	NO			0
131-120-44	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 2 BLK 1	241,300	2.37%	5,727.97	0.00			ROSENQUIST, EUGENE	PO BOX 225	KASILOF, AK 99610	NO			0
131-120-45	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0830166 KASILOF ALASKA SUB AMENDED LOT 1 BLOCK 1	51,400	11.14%	5,727.97	0.00			ALASKA STATE D N R	550 W 7TH AVE STE 650	ANCHORAGE, AK 99501	NO			0
131-120-60	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0890034 KASILOF ALASKA SUB 1989 SUB OF LOT 3 BLOCK 1 LOT 3A BLK 1	165,200	3.47%	5,727.97	0.00			FISHER, KATHLEEN YVONNE FISHER, WILLIAMROBERT JAMES	PO BOX 712	KASILOF, AK 99610	NO		YES	165,200
131-120-61	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0890034 KASILOF ALASKA SUB 1989 SUB OF LOT 3 BLOCK 1 LOT 3B BLK 1	44,300	12.93%	5,727.97	0.00			WHITNEY, CHERYL L	43735 SPORTS LAKE RD	SOLDOTNA, AK 99669	NO		YES	44,300
131-120-62	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0980094 KASILOF ALASKA SUB 1998 ADDN LOT 5A BLK 2	50,800	11.28%	5,727.97	0.00			SEE, ARTHUR BROCK & JANICE I	PO BOX 224	KASILOF, AK 99610	NO			0
131-120-63	T 4N R 12W SEC 36 SEWARD MERIDIAN KN 0980094 KASILOF ALASKA SUB 1998 ADDN LOT 6A BLK 2	177,200	3.23%	5,727.97	0.00			DALY, PATRICK D	PO BOX 454	KASILOF, AK 99610	NO		YES	177,200
133-031-08	T 3N R 11W SEC 7 SEWARD MERIDIAN KN GOVT LOT 7	233,700	2.45%	5,727.97	0.00			RILEY, ETHEL M & JAMES P	PO BOX 394	KASILOF, AK 99610	NO		YES	233,700
133-031-32	T 3N R 11W SEC 7 SEWARD MERIDIAN KN 0900035 DUNCAN SUB ADDN NO 1 LOT 1 BLK 1	470,900	1.22%	5,727.97	0.00			HEATHERS, ESTHER R HEATHERS, BRAD D	104 N GILL ST APT 209B 51810 ARIELS LN	KENAI, AK 99611 KASILOF, AK 99610	NO		YES	470,900
133-031-41	T 03N R 11W SEC 7 SEWARD MERIDIAN KN 2017002 VAN GOUGH SUB LOT 1	13,000	44.06%	5,727.97	0.00			HILLSBORO INLET LLC	301 THELMA DR # 505	CASPER, WY 82609	NO			0
133-031-42	T 03N R 11W SEC 7 SEWARD MERIDIAN KN 2017002 VAN GOUGH SUB LOT 2	17,200	33.30%	5,727.97	0.00			PROFESSIONAL GROUP LLC	PO BOX 481	KENAI, AK 99611	NO			0
133-071-07	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 2001030 FOXHILLS ESTATES SUB PART ONE LOT 2	37,900	15.11%	5,727.97	0.00			SWANSON, JACQUELINE A	PO BOX 61	KASILOF, AK 99610	NO			0
133-071-08	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 2001030 FOXHILLS ESTATES SUB PART ONE LOT 3	22,900	25.01%	5,727.97	0.00			SWANSON, JACQUELINE A	PO BOX 61	KASILOF, AK 99610	NO			0

PARCEL ID	LEGAL	2019 ASSESSED VALUE	LIEN LIMIT <50% A.V. per 5.35.070(C)	MAXIMUM ASSESSMENT	PREPAYMENT REQUIRED 5.35.070(B)&(C)	PREPAYMENTS -PAID IN FULL-	PAID DATE CK#	OWNER	ADDRESS	CITY STATE ZIP	OTHER SPC ASSMT	DEL TAXES (Yes)	VOTE IN FAVOR	VOTE IN FAVOR A.V.
133-071-09	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 2001030 FOXHILLS ESTATES SUB PART ONE LOT 4	24,000	23.87%	5,727.97	0.00			SWANSON, JACQUELINE A	PO BOX 61	KASILOF, AK 99610	NO			0
133-071-10	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 2001030 FOXHILLS ESTATES SUB PART ONE LOT 5	32,100	17.84%	5,727.97	0.00			SWANSON, JACQUELINE A	PO BOX 61	KASILOF, AK 99610	NO			0
133-071-11	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 2001030 FOXHILLS ESTATES SUB PART ONE LOT 6	33,300	17.20%	5,727.97	0.00			SWANSON, JACQUELINE A	PO BOX 61	KASILOF, AK 99610	NO			0
133-071-12	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 2001030 FOXHILLS ESTATES SUB PART ONE LOT 7	31,800	18.01%	5,727.97	0.00			SWANSON, JACQUELINE A	PO BOX 61	KASILOF, AK 99610	NO			0
133-071-13	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 2001030 FOXHILLS ESTATES SUB PART ONE LOT 9	30,700	18.66%	5,727.97	0.00			BEZILLA, JOHN J Jr	PO BOX 723	KASILOF, AK 99610	NO			0
133-071-14	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 2001030 FOXHILLS ESTATES SUB PART ONE LOT 10	38,300	14.96%	5,727.97	0.00			BEZILLA, JOHN J Jr	PO BOX 723	KASILOF, AK 99610	NO			0
133-071-15	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 2001030 FOXHILLS ESTATES SUB PART ONE LOT 12	34,200	16.75%	5,727.97	0.00			SWANSON, JACQUELINE A	PO BOX 61	KASILOF, AK 99610	NO			0
133-071-16	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 2001030 FOXHILLS ESTATES SUB PART ONE LOT 13	235,600	2.43%	5,727.97	0.00			DAVIS, WILLIAM R & TRACIL	PO BOX 67	KASILOF, AK 99610	NO		YES	235,600
133-071-17	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 2001030 FOXHILLS ESTATES SUB PART ONE LOT 14	47,500	12.06%	5,727.97	0.00			JACKINSKY, JEANNE	PO BOX 67	KASILOF, AK 99610	NO		YES	47,500
133-071-18	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 2001030 FOXHILLS ESTATES SUB PART ONE LOT 15	40,800	14.04%	5,727.97	0.00			JACKINSKY, LISA JOY	120 PONY EXPRESS RD	SAN DIMAS, CA 91773	NO		YES	40,800
133-071-19	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 2001030 FOXHILLS ESTATES SUB PART ONE LOT 16	361,500	1.58%	5,727.97	0.00			SANFORD, SUSAN F & JAMES W	PO BOX 32	KASILOF, AK 99610	NO		YES	361,500
133-071-20	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 2001030 FOXHILLS ESTATES SUB PART ONE LOT 17	245,700	2.33%	5,727.97	0.00			NORMAN, CYNTHIA M NORMAN, TIMOTHY J	25243 S. 4375 DRIVE PO BOX 459	VINITA, OK 74301 KASILOF, AK 99610	NO			0
133-071-21	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 2001030 FOXHILLS ESTATES SUB PART ONE LOT 18	41,100	13.94%	5,727.97	0.00			SWANSON, JACQUELINE A	PO BOX 61	KASILOF, AK 99610	NO			0
133-071-22	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 2001030 FOXHILLS ESTATES SUB PART ONE LOT 19	28,200	20.31%	5,727.97	0.00			SWANSON, JACQUELINE A	PO BOX 61	KASILOF, AK 99610	NO			0
133-071-23	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 2001030 FOXHILLS ESTATES SUB PART ONE LOT 20	41,000	13.97%	5,727.97	0.00			MARKER, JODY & JAMES	35750 SOUTHERN BLUFF ST	SOLDOTNA, AK 99669	NO		YES	41,000
133-071-24	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 2001030 FOXHILLS ESTATES SUB PART ONE LOT 21	41,100	13.94%	5,727.97	0.00			SWANSON, JACQUELINE A	PO BOX 61	KASILOF, AK 99610	NO			0
133-071-29	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 2001030 FOXHILLS ESTATES SUB PART ONE LOT 40	260,600	2.20%	5,727.97	0.00			PERRAULT, RYAN J	PO BOX 763	KASILOF, AK 99610	NO		YES	260,600
133-071-30	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 2001030 FOXHILLS ESTATES SUB PART ONE LOT 38	73,500	7.79%	5,727.97	0.00			DELUCA, PETER & LOIS	128 WARREN ST APT 1	LOWELL, MA 01852	NO		YES	73,500
133-071-31	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 2001030 FOXHILLS ESTATES SUB PART ONE LOT 41	24,800	23.10%	5,727.97	0.00			SWANSON, JACQUELINE A	PO BOX 61	KASILOF, AK 99610	NO			0
133-081-03	T 3N R 11W SEC 18 SEWARD MERIDIAN KN THE NORTH 489.6 FT OF GOVT LOTS 6 7 & 11	122,700	4.67%	5,727.97	0.00			BLEVINS, FREDDIE W & JOYCE M	2372 MOUNT OLIVET RD	PULASKI, VA 24301	NO			0
133-081-06	T 3N R 11W SEC 18 SEWARD MERIDIAN KN SE1/4 NW1/4 & E1/2 SW1/4 & E1/2 W1/2 SW1/4 LYING EAST OF KASILOF RD	328,000	1.75%	5,727.97	0.00			ALASKA STATE AVIATION DIVISION	PO BOX 196900	ANCHORAGE, AK 99519	NO			0
133-210-03	T 3N R 12W SEC 24 SEWARD MERIDIAN KN 0001566 WAYNE FELLERS SUB TRACT 5	188,500	3.04%	5,727.97	0.00			E&E FOODS INC	900 POWELL AVE SW	RENTON, WA 98057	NO			0

PARCEL ID	LEGAL	2019 ASSESSED VALUE	LIEN LIMIT <50% A.V. per 5.35.070(C)	MAXIMUM ASSESSMENT	PREPAYMENT REQUIRED 5.35.070(B)&(C)	PREPAYMENTS -PAID IN FULL-	PAID DATE CK#	OWNER	ADDRESS	CITY STATE ZIP	OTHER SPC ASSMT	DEL TAXES (Yes)	VOTE IN FAVOR	VOTE IN FAVOR A.V.
133-210-08	T 3N R 12W SEC 24 SEWARD MERIDIAN KN 0001566 WAYNE FELLERS SUB TRACT 6	119,500	4.79%	5,727.97	0.00			MCGAHAN, BETTY A & JACK V	PO BOX 1249	KASIOLOF, AK 99610	NO		YES	119,500
133-290-01	T 3N R 12W SEC 13 SEWARD MERIDIAN KN SUB LOT 5 BLK 1	301,200	1.90%	5,727.97	0.00			NICHOLSON, EMILY & WILLARD, LARRY	PO BOX 955	KASIOLOF, AK 99610	NO		YES	301,200
133-290-02	T 3N R 12W SEC 13 SEWARD MERIDIAN KN SUB LOT 4 BLK 1	25,000	22.91%	5,727.97	0.00			GJOVIG, RUSSELL A & GWEN R	PO BOX 363	KASIOLOF, AK 99610	NO	YES		0
133-290-03	T 3N R 11W & 12W SEC 7 & 12 SEWARD MERIDIAN KN 0750090 COAL CREEK COUNTRY ESTATES SUB TRACT A	347,300	1.65%	5,727.97	0.00			SHELLE, ANN LILLIAN	PO BOX 368	KASIOLOF, AK 99610	NO		YES	347,300
133-290-07	T 3N R 11W & 12W SEC 18 & 13 SEWARD MERIDIAN KN 0750090 COAL CREEK COUNTRY ESTATES SUB LOT 9 BLK 1	55,700	10.28%	5,727.97	0.00			VANDEVERE, LESTER DYER III	PO BOX 504	KASIOLOF, AK 99610	NO			0
133-290-11	T 3N R 11W SEC 18 SEWARD MERIDIAN KN 0750090 COAL CREEK COUNTRY ESTATES SUB LOT 13 BLK 1	88,700	6.46%	5,727.97	0.00			VANN REVOCABLE TRUST	PO BOX 561	KASIOLOF, AK 99610	NO		YES	88,700
133-290-12	T 3N R 11W SEC 18 SEWARD MERIDIAN KN 0750090 COAL CREEK COUNTRY ESTATES SUB LOT 14 BLK 1	337,700	1.70%	5,727.97	0.00			VANN REVOCABLE TRUST	PO BOX 561	KASIOLOF, AK 99610	NO		YES	337,700
133-290-13	T 3N R 11W SEC 18 SEWARD MERIDIAN KN 0750090 COAL CREEK COUNTRY ESTATES SUB LOT 15 BLK 1	200,400	2.86%	5,727.97	0.00			VANN REVOCABLE TRUST	PO BOX 561	KASIOLOF, AK 99610	NO		YES	200,400
133-290-14	T 3N R 11W SEC 18 SEWARD MERIDIAN KN 0750090 COAL CREEK COUNTRY ESTATES SUB LOT 16 BLK 1	278,500	2.06%	5,727.97	0.00			NISLER, GORDON J & SONJA R	PO BOX 73	KASIOLOF, AK 99610	NO		YES	278,500
133-290-15	T 3N R 11W SEC 7 & 18 SEWARD MERIDIAN KN 0750090 COAL CREEK COUNTRY ESTATES SUB TRACT B	79,900	7.17%	5,727.97	0.00			SMITH, CYNTHIA R & DANIEL A JR	PO BOX 421	KASIOLOF, AK 99610	NO		YES	79,900
133-290-16	T 3N R 11W SEC 18 SEWARD MERIDIAN KN 0750090 COAL CREEK COUNTRY ESTATES SUB LOT 3 BLK 2	191,700	2.99%	5,727.97	0.00			BEZILLA, JOHN J JR	PO BOX 723	KASIOLOF, AK 99610	NO			0
133-290-17	T 3N R 11W SEC 13 & 18 SEWARD MERIDIAN KN 0750090 COAL CREEK COUNTRY ESTATES SUB LOT 2 BLOCK 2	71,400	8.02%	5,727.97	0.00			RYLANDER ALLEN R	PO BOX 892	KASIOLOF, AK 99610	NO		YES	71,400
133-290-19	T 3N R 11W SEC 18 SEWARD MERIDIAN KN 0750090 COAL CREEK COUNTRY ESTATES SUB LOT 8 BLK 3	31,600	18.13%	5,727.97	0.00			VANN REVOCABLE TRUST	PO BOX 561	KASIOLOF, AK 99610	NO		YES	31,600
133-290-21	T 3N R 11W SEC 18 SEWARD MERIDIAN KN 0750090 COAL CREEK COUNTRY ESTATES SUB LOT 7 BLK 3	31,900	17.96%	5,727.97	0.00			BARTMAN, DONNA M SHIVELY, ROBERT W	PO BOX 400	KASIOLOF, AK 99610	NO		YES	31,900
133-290-22	T 3N R 11W & 12W SEC 18 & 13 SEWARD MERIDIAN KN 0750090 COAL CREEK COUNTRY ESTATES SUB LOT 6 BLOCK 3	177,000	3.24%	5,727.97	0.00			HAYES, KEVIN M & DEBRA L	PO BOX 809	KASIOLOF, AK 99610	NO		YES	177,000
133-290-23	T 3N R 11W & 12W SEC 18 & 13 SEWARD MERIDIAN KN 0750090 COAL CREEK COUNTRY ESTATES SUB LOT 5 BLK 3	284,200	2.02%	5,727.97	0.00			JOHNSON, CLARENCE L JR	PO BOX 624	KASIOLOF, AK 99610	NO		YES	284,200
133-290-24	T 3N R 11W & 12W SEC 18 & 13 SEWARD MERIDIAN KN 0750090 COAL CREEK COUNTRY ESTATES SUB LOT 4 BLOCK 3	243,800	2.35%	5,727.97	0.00			WYRICK, PAMELA A & WARREN R	6040 STAEDEM DR	ANCHORAGE, AK 99504	NO		YES	243,800
133-290-25	T 3N R 11W & 12W SEC 18 & 13 SEWARD MERIDIAN KN 0750090 COAL CREEK COUNTRY ESTATES SUB LOT 3 BLK 3	38,000	15.07%	5,727.97	0.00			CAMPBELL, WILLIAM G & BINNIAN, EMILY F	3231 REDOUBT CT	ANCHORAGE, AK 99517	NO		YES	38,000
133-290-26	T 3N R 11W & 12W SEC 18 & 13 SEWARD MERIDIAN KN 0750090 COAL CREEK COUNTRY ESTATES SUB LOT 2 BLOCK 3	215,700	2.66%	5,727.97	0.00			CAMPBELL, WILLIAM G & BINNIAN, EMILY F	3231 REDOUBT CT	ANCHORAGE, AK 99517	NO		YES	215,700
133-290-27	T 3N R 11W & 12W SEC 18 & 13 SEWARD MERIDIAN KN 0750090 COAL CREEK COUNTRY ESTATES SUB LOT 1 BLK 3	482,600	1.19%	5,727.97	0.00			SHIVELY, ROBERT WARREN JR & BARTMAN, DONNA MARIE	PO BOX 400	KASIOLOF, AK 99610	NO		YES	482,600
133-290-29	T 3N R 11W & 12W SEC 18 & 13 SEWARD MERIDIAN KN 0830011 COAL CREEK COUNTRY ESTATES SUB ADDN NO 4 LOT 1-B BLK 2	70,900	8.08%	5,727.97	0.00			ROUSH, EUGENE A & CAROLYN J	PO BOX 124	KASIOLOF, AK 99610	NO			0
133-290-30	T 3N R 11W SEC 18 SEWARD MERIDIAN KN 0830056 COAL CREEK COUNTRY ESTATES SUB LARSON 1982 SUB OF LOT 9 LOT 9-B	193,900	2.95%	5,727.97	0.00			WILLIAMS-CHRISTOPHER, AMY R	PO BOX 1131	POLSON, MT 59860	NO		YES	193,900

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133-290-31	T 3N R 11W SEC 18 SEWARD MERIDIAN KN 0830056 COAL CREEK COUNTRY ESTATES SUB LARSON 1982 SUB OF LOT 9 LOT 9-A	172,400	3.32%	5,727.97	0.00			DELEVANTE, MARK VIC	PO BOX 681	KASILOF, AK 99610	NO			0
133-290-32	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 0860055 COAL CREEK COUNTRY ESTATES SUB NO 5 LOT 10A BLK 1	207,400	2.76%	5,727.97	0.00			VANDEVERE, L DYER III	PO BOX 504	KASILOF, AK 99610	NO			0
133-290-35	T 3N R 11W & 12W SEC 18 & 13 SEWARD MERIDIAN KN 0920042 COAL CREEK COUNTRY ESTATES SUB NO 8 LOT 11A-1 BLK 1	269,300	2.13%	5,727.97	0.00			SCHREIBER, INNETTIA R & WENDI ALENE	PO BOX 491	SOLDOTNA, AK 99669	NO	YES	YES	269,300
133-310-01	T 3N R 12W SEC 24 SEWARD MERIDIAN KN 0001773 JOHN C DAVIS SUB LOT 2 BLK 1	172,100	3.33%	5,727.97	0.00			WAGNER, CLIFFORD LEE & CHERYLE Y	3808 WA COUNTY ROAD LL	FLAGLER, CO 80815	NO			0
133-310-02	T 3N R 12W SEC 24 SEWARD MERIDIAN KN 0760017 JOHN C DAVIS RESUB OF LOT 1 LOT 1-C	10,500	54.55%	5,250.00	477.97	477.97	3/16/2020 #8774	MARKS, SANDRA J	3329 10TH ST SW	WAVERLY, MN 55390	NO			0
133-310-03	T 3N R 12W SEC 24 SEWARD MERIDIAN KN 0760017 JOHN C DAVIS RESUB OF LOT 1 LOT 1-B	30,400	18.84%	5,727.97	0.00			WALTERS, MATTHEW W	10672 KENAI SPUR HWY STE 112 PMB 134	KENAI AK 99611	NO			0
133-310-04	T 3N R 12W SEC 24 SEWARD MERIDIAN KN 0760017 JOHN C DAVIS RESUB OF LOT 1 LOT 1-A	51,500	11.12%	5,727.97	0.00			WALTERS, MATTHEW W	10672 KENAI SPUR HWY STE 112 PMB 134	KENAI AK 99611	NO			0
133-310-05	T 3N R 12W SEC 24 SEWARD MERIDIAN KN NORTH 330 FT OF NE1/4 NE1/4 LYING EAST OF KALIFORNIA BEACH RD	112,000	5.11%	5,727.97	0.00			WALTERS, MATTHEW W	10672 KENAI SPUR HWY STE 112 PMB 134	KENAI, AK 99611	NO			0
133-310-06	T 3N R 12W SEC 24 SEWARD MERIDIAN KN 0740096 WAYNE FELLERS SUB 1974 ADDN TRACT 10	279,600	2.05%	5,727.97	0.00			SKIOLD, JOY M & ERIC S	PO BOX 445	KASILOF, AK 99610	NO	YES	YES	279,600
133-320-01	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0760048 COAL CREEK COUNTRY ESTATES SUB ADDN NO 1 LOT 1 BLK 4	280,800	2.04%	5,727.97	0.00			HUDSON, LAURIE A & WILLIAM E III	18417 CYPRESS CHURCH RD	CYPRESS, TX 77433	NO	YES	YES	280,800
133-320-02	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0760048 COAL CREEK COUNTRY ESTATES SUB ADDN NO 1 LOT 2 BLK 4	158,900	3.60%	5,727.97	0.00			BAYDO, TRUDY & RANDETT, RICHARD	11922 DEVILS END DR	EAGLE RIVER, AK 99577	NO	YES	YES	158,900
133-320-03	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0760048 COAL CREEK COUNTRY ESTATES SUB ADDN NO 1 LOT 3 BLK 4	220,700	2.60%	5,727.97	0.00			TARBELL, BEN	3424 VERMONT ROUTE 153	WEST PAWLET, VT 05775	NO			0
133-320-05	T 3N R 11W & 12W SEC 7 & 12 SEWARD MERIDIAN KN 0760048 COAL CREEK COUNTRY ESTATES SUB ADDN NO 1 LOT 8 BLOCK 5	194,000	2.95%	5,727.97	0.00			STETSON, RICHARD & FRANCESCA	PO BOX 1352	KENAI, AK 99611	NO	YES	YES	194,000
133-320-06	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0760048 COAL CREEK COUNTRY ESTATES SUB ADDN NO 1 LOT 7 BLK 5	296,300	1.93%	5,727.97	0.00			PEPI, LAURINDA S	PO BOX 316	KASILOF, AK 99610	NO	YES	YES	296,300
133-320-09	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0760048 COAL CREEK COUNTRY ESTATES SUB ADDN NO 1 LOT 4 BLK 5	126,700	4.52%	5,727.97	0.00			MABE, CARY L & DYLAN B	PO BOX 423	KASILOF, AK 99610	NO			0
133-320-10	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0760048 COAL CREEK COUNTRY ESTATES SUB ADDN NO 1 LOT 3 BLK 5	379,100	1.51%	5,727.97	0.00			MOELLER, JOHN C & MARJORIE ANN	PO BOX 1110	KASILOF, AK 99610	NO	YES	YES	379,100
133-320-11	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0760048 COAL CREEK COUNTRY ESTATES SUB ADDN NO 1 LOT 2 BLK 5	420,800	1.36%	5,727.97	0.00			KITZMAN, MARGARET L & DAVID P	PO BOX 264	KASILOF, AK 99610	NO	YES	YES	420,800
133-320-14	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0760048 COAL CREEK COUNTRY ESTATES SUB ADDN NO 1 LOT 2 BLK 6	203,300	2.82%	5,727.97	0.00			BATCHELDER, JAMES E & LESLIE J	PO BOX 116	KASILOF, AK 99610	NO	YES	YES	203,300
133-320-17	T 3N R 11W SEC 7 SEWARD MERIDIAN KN 0760048 COAL CREEK COUNTRY ESTATES SUB ADDN NO 1 LOT 7 BLK 7	156,000	3.67%	5,727.97	0.00			AMEND FELICITY JOANNA	1702 4TH AVE	KENAI AK 99611	NO			0
133-320-18	T 3N R 11W SEC 7 SEWARD MERIDIAN KN 0760048 COAL CREEK COUNTRY ESTATES SUB ADDN NO 1 LOT 6 BLK 7	316,600	1.81%	5,727.97	0.00			SORRELS, MYKEL C	PO BOX 1201	KASILOF, AK 99610	NO			0
133-320-19	T 3N R 11W & 12W SEC 7 & 12 SEWARD MERIDIAN KN 0760048 COAL CREEK COUNTRY ESTATES SUB ADDN NO 1 LOT 5 BLOCK 7	137,500	4.17%	5,727.97	0.00			COYLE, DENNIS A	PO BOX 322	KASILOF, AK 99610	NO			0

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133-320-21	T 3N R 11W & 12W SEC 7 & 12 SEWARD MERIDIAN KN 0760048 COAL CREEK COUNTRY ESTATES SUB ADDN NO 1 LOT 3 BLOCK 7	299,000	1.92%	5,727.97	0.00			EVELAND, BENJAMIN C & JANE A	PO BOX 577	KASIOLOF, AK 99610	NO		YES	299,000
133-320-22	T 3N T3N R 11W R12W SEC 7 SEC 12 SEWARD MERIDIAN KN 0760048 COAL CREEK COUNTRY EST SUB ADD NO 1 LOT 2 BLK 7	23,900	23.97%	5,727.97	0.00			BROWN, S J FLOWER SAWYER & BROWN, WESLEY A III	1232 DARTMOUTH AVE	SAN LEANDRO, CA 94579	NO		YES	23,900
133-320-23	T 3N R 11W & 12W SEC 7 & 12 SEWARD MERIDIAN KN 0760048 COAL CREEK COUNTRY ESTATES SUB ADDN NO 1 LOT 1 BLOCK 7	194,400	2.95%	5,727.97	0.00			BOWSER, KIMBERLY D & MATTHEW L	PO BOX 1202	KASIOLOF, AK 99610	NO		YES	194,400
133-320-25	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0760145 COAL CREEK COUNTRY ESTATES SUB ADDN NO 1 RESUB LOT 1 BLK 5 LOT 1-A	441,200	1.30%	5,727.97	0.00			MURRAY, PATRICK E	PO BOX 843	KASIOLOF, AK 99610	NO		YES	441,200
133-320-30	T 3N R 11W & 12W SEC 7 & 12 SEWARD MERIDIAN KN 0810005 HAMMACKS COUNTRY ESTATES SUB LOT 3	20,200	28.36%	5,727.97	0.00			HAMMACK, RANDALL W & MARY F	PO BOX 1397	LAMPASAS, TX 76550	NO		YES	20,200
133-320-34	T 3N R 11W & 12W SEC 7 & 12 SEWARD MERIDIAN KN 0810005 HAMMACKS COUNTRY ESTATES SUB LOT 4	20,300	28.22%	5,727.97	0.00			HAMMACK, RANDALL W & MARY F	PO BOX 1397	LAMPASAS, TX 76550	NO		YES	20,300
133-320-35	T 3N R 11W SEC 7 SEWARD MERIDIAN KN 0830011 COAL CREEK COUNTRY ESTATES SUB ADDN NO 4 LOT 9-B BLK 7	19,700	29.08%	5,727.97	0.00			MATTHEWS, SANDRA A & JERROLD W	PO BOX 265	KASIOLOF, AK 99610	NO		YES	19,700
133-320-36	T 3N R 11W SEC 7 SEWARD MERIDIAN KN 0830011 COAL CREEK COUNTRY ESTATES SUB ADDN NO 4 LOT 9-A BLK 7	24,400	23.48%	5,727.97	0.00			MATTHEWS, SANDRA A & JERROLD W	PO BOX 265	KASIOLOF, AK 99610	NO		YES	24,400
133-320-37	T 3N R 11W SEC 7 SEWARD MERIDIAN KN 0830011 COAL CREEK COUNTRY ESTATES SUB ADDN NO 4 LOT 8-A BLK 7	173,000	3.31%	5,727.97	0.00			MATTHEWS, SANDRA A & JERROLD W	PO BOX 265	KASIOLOF, AK 99610	NO		YES	173,000
133-320-38	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0960083 COAL CREEK COUNTRY ESTATES TRUJILLO ADDN LOT 4A	394,000	1.45%	5,727.97	0.00			LANE, LEAH A & RUSSELL E JR	PO BOX 582	KASIOLOF, AK 99610	NO		YES	394,000
133-320-39	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0960083 COAL CREEK COUNTRY ESTATES TRUJILLO ADDN LOT 4B	281,000	2.04%	5,727.97	0.00			ALASKA STATE D N R DIVISION OF MINING LAND & WATER	550 W 7TH AVE STE 1050A	ANCHORAGE, AK 99501	NO		YES	0
133-320-40	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 2004103 COAL CREEK COUNTRY ESTATES SUB BURCK REPLAT LOT 5A BLK 5	433,000	1.32%	5,727.97	0.00			BURCK, THOMAS T & ELIZABETH B	PO BOX 1264	KASIOLOF, AK 99610	NO		YES	433,000
133-320-41	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 2007039 COAL CREEK COUNTRY ESTATES SUB BAXTER ADDN LOT 1A BLOCK 6	133,500	4.29%	5,727.97	0.00			BAXTER, DAVID ANDREW & YUMI	PO BOX 56	KASIOLOF, AK 99610	NO		YES	133,500
133-320-42	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 2007039 COAL CREEK COUNTRY ESTATES SUB BAXTER ADDN LOT 1B BLOCK 6	81,600	7.02%	5,727.97	0.00			BAXTER, JEANNETTE & TERRY	18239 W SELLS DR	GOODYEAR, AZ 85395	NO		YES	81,600
133-350-02	T 3N R 11W SEC 6 SEWARD MERIDIAN KN 0760167 OLD KASIOLOF SUB LOT 33	8,200	69.85%	4,100.00	1,627.97	1,627.97	3/16/2020 #8774 & #3018	GAVAC, DONNA B	1642 MCCULLOCH BLVD N #494	LAKE HAVASU CITY, AZ 86405	NO			0
133-350-03	T 3N R 11W SEC 6 SEWARD MERIDIAN KN 0760167 OLD KASIOLOF SUB LOT 34	68,400	8.37%	5,727.97	0.00			NILCHIL SOLUTIONS LLC	51306 DUNES RD	KENAI, AK 99611	NO			0
133-350-04	T 3N R 11W SEC 6 SEWARD MERIDIAN KN 0760167 OLD KASIOLOF SUB LOT 10	162,400	3.53%	5,727.97	0.00			GREENHALGH, PAMELA K	PO BOX 1074	KASIOLOF, AK 99610	NO			0
133-350-05	T 3N R 11W SEC 6 SEWARD MERIDIAN KN 0760167 OLD KASIOLOF SUB LOT 11	37,500	15.27%	5,727.97	0.00			WORFOLK, COLLEEN M	PO BOX 311	SPIRIT LAKE, ID 83869	NO			0
133-350-06	T 3N R 11W SEC 6 SEWARD MERIDIAN KN 0760167 OLD KASIOLOF SUB LOT 12	31,900	17.96%	5,727.97	0.00			WESTOVER, TAMMY L	PO BOX 84	KASIOLOF, AK 99610	NO		YES	31,900
133-350-07	T 3N R 11W SEC 6 SEWARD MERIDIAN KN 0760167 OLD KASIOLOF SUB LOT 13	84,600	6.77%	5,727.97	0.00			WESTOVER, TAMMY L	PO BOX 84	KASIOLOF, AK 99610	NO		YES	84,600
133-350-08	T 3N R 11W SEC 7 SEWARD MERIDIAN KN 0760167 OLD KASIOLOF SUB LOT 14	12,700	45.10%	5,727.97	0.00			SWENTON, MICHAEL J SELMAN, CHARLES M	3729 S. XANTHUS AVE. 501 E. 156TH ST. N.	TULSA, OK 74105 SKIATOOK, OK 74070	NO		YES	12,700
133-350-14	T 3N R 11W SEC 6 SEWARD MERIDIAN KN 0760167 OLD KASIOLOF SUB LOT 29	31,100	18.42%	5,727.97	0.00			COMBS, TAYLOR & JEANETTE	PO BOX 402	SOLDOTNA, AK 99669	NO			0
133-350-16	T 3N R 11W SEC 6 SEWARD MERIDIAN KN 0760167 OLD KASIOLOF SUB LOT 8	65,800	8.71%	5,727.97	0.00			THORSON, PATRICIA	0902 COUNTY ROAD 4	WIGGINS, CO 80654	NO		YES	65,800

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133-350-17	T 3N R 11W SEC 6 SEWARD MERIDIAN KN 0760167 OLD KASLOF SUB LOT 9	144,200	3.97%	5,727.97	0.00			VINCENT, MAUREEN	2130 INNES CIR	ANCHORAGE, AK 99515	NO		YES	144,200
133-350-18	T 3N R 11W SEC 7 SEWARD MERIDIAN KN 0760167 OLD KASLOF SUB LOT 27	33,700	17.00%	5,727.97	0.00			COHN, FORREST F	PO BOX 209	KASLOF, AK 99610	NO		Rec'd Late	0
133-350-19	T 3N R 12W SEC 1 SEWARD MERIDIAN KN 0760167 OLD KASLOF SUB LOT 7	34,900	16.41%	5,727.97	0.00			THORSON, PATRICIA A	0902 COUNTY ROAD 4	WIGGINS, CO 80654	NO		YES	34,900
133-350-20	T 3N R 12W SEC 1 SEWARD MERIDIAN KN 0760167 OLD KASLOF SUB LOT 6	288,000	1.99%	5,727.97	0.00			THORSON, PATRICIA A	0902 COUNTY ROAD 4	WIGGINS, CO 80654	NO		YES	288,000
133-350-21	T 3N R 12W SEC 1 SEWARD MERIDIAN KN 0760167 OLD KASLOF SUB LOT 5	252,800	2.27%	5,727.97	0.00			THORNTON, LUIDMILA N & DAVID N	PO BOX 418	KENAI, AK 99611	NO		YES	252,800
133-350-22	T 3N R 12W SEC 1 SEWARD MERIDIAN KN 0760167 OLD KASLOF SUB LOT 4	322,900	1.77%	5,727.97	0.00			ARBELOVSKY, STACY	PO BOX 373	KASLOF, AK 99610	NO			0
133-350-26	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0760167 OLD KASLOF SUB LOT 20	36,300	15.78%	5,727.97	0.00			WELCH, EDWARD P	PO BOX 262	KASLOF, AK 99610	NO		YES	36,300
133-350-28	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0760167 OLD KASLOF SUB LOT 18	41,500	13.80%	5,727.97	0.00			EVANSON, JOHN W & CALHOUN-EVANSON, SUSAN F	PO BOX 586	KASLOF, AK 99610	NO		YES	41,500
133-350-29	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0760167 OLD KASLOF SUB LOT 26	36,900	15.52%	5,727.97	0.00			KIRKLAND, KIRBY C & MERRY ANN	922 IRVINE RD	DOUGLAS, WY 82633	NO		YES	36,900
133-350-30	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0760167 OLD KASLOF SUB LOT 25	37,000	15.48%	5,727.97	0.00			KIRKLAND, KIRBY C & MERRY ANN	922 IRVINE RD	DOUGLAS, WY 82633	NO		YES	37,000
133-350-31	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0760167 OLD KASLOF SUB LOT 24	136,000	4.21%	5,727.97	0.00			CULBRETH, MAUREEN	1120 HUFFMAN RD PMB 332	ANCHORAGE, AK 99515	NO		YES	136,000
133-350-32	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0760167 OLD KASLOF SUB LOT 23	236,100	2.43%	5,727.97	0.00			MCCLURE, DIANE MARIE & JOHN MICHAEL	PO BOX 1243	KASLOF, AK 99610	NO		YES	236,100
133-350-33	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0760167 OLD KASLOF SUB LOT 22	382,300	1.50%	5,727.97	0.00			SANDERS SHERRY ANITA & STEVE ERNEST	PO BOX 7365	NIKISKI AK 99635	NO		YES	382,300
133-350-34	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0760167 OLD KASLOF SUB LOT 21	495,700	1.16%	5,727.97	0.00			WATKINS ION L	PO BOX 1093	KASLOF, AK 99610	NO		YES	495,700
133-350-35	T 3N R 12W SEC 1 SEWARD MERIDIAN KN 0760167 OLD KASLOF SUB LOT 2	115,100	4.98%	5,727.97	0.00			CROW, HAILE SELASSIE MACGIRVIN, JOHN D	PO BOX 484	KASLOF, AK 99610	NO		YES	115,100
133-350-39	T 3N R 12W SEC 1 SEWARD MERIDIAN KN 0790097 TASLER 1979 RESUB TRACT 3 OLD KASLOF SUB LOT 1	301,700	1.90%	5,727.97	0.00			THOMPSON, DIANE JEAN	PO BOX 437	KASLOF, AK 99610	NO		YES	301,700
133-350-40	T 3N R 12W SEC 1 SEWARD MERIDIAN KN 0790097 TASLER 1979 RESUB TRACT 3 OLD KASLOF SUB LOT 2	287,200	1.99%	5,727.97	0.00			COCKLIN, DALE H & BARBARA J	PO BOX 1069	KASLOF, AK 99610	NO		YES	287,200
133-350-41	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0840272 OLD KASLOF SUB VINCENT ADDN LOT 19-A	155,100	3.69%	5,727.97	0.00			GILMAN, JOSEPH E	PO BOX 918	KASLOF, AK 99610	NO		YES	155,100
133-350-42	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0840272 OLD KASLOF SUB VINCENT ADDN LOT 19-B	12,600	45.46%	5,727.97	0.00			RAU, MARIA L & LANE M	PO BOX 200479	ANCHORAGE, AK 99520	NO			0
133-350-43	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0860185 SAVAGE-BOWDENS SUB NO 2 LOT 1	313,600	1.83%	5,727.97	0.00			PAVLICK MARIA C GRAHAM FEDERICK S	PO BOX 287	KASLOF, AK 99610	NO			0
133-350-44	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0860185 SAVAGE-BOWDENS SUB NO 2 LOT 2	59,100	9.69%	5,727.97	0.00			VLASOV, DENIS VYACHESLAVOVICH	2240 DUVVOY CT	ANCHORAGE AK 99502	NO		YES	59,100
133-350-45	T 3N R 11W SEC 6 SEWARD MERIDIAN KN 0860212 OLD KASLOF SUB CLOUSTON ADDN LOT 31A	19,200	29.83%	5,727.97	0.00			KARVONEN, ARDELL	PO BOX 3133	SOLDOTNA AK 99669	NO			0
133-350-46	T 3N R 11W SEC 6 SEWARD MERIDIAN KN 0860212 OLD KASLOF SUB CLOUSTON ADDN LOT 30A	474,300	1.21%	5,727.97	0.00			KARVONEN, ARDELL N	PO BOX 3133	SOLDOTNA, AK 99669	NO			0
133-350-47	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0870011 SAVAGE-BOWDENS SUB ROTH ADDN LOT B-1	313,500	1.83%	5,727.97	0.00			WELCH, EDWARD P	PO BOX 262	KASLOF, AK 99610	NO		YES	313,500
133-350-48	T 3N R 12W SEC 12 SEWARD MERIDIAN KN 0870011 SAVAGE-BOWDENS SUB ROTH ADDN LOT B-2	127,500	4.49%	5,727.97	0.00			WELCH, EDWARD P	PO BOX 262	KASLOF, AK 99610	NO		YES	127,500
133-470-10	T 10N R 8W SEC 28 SEWARD MERIDIAN KN 2018046 KASLOF RIVER INDUSTRIAL TRACTS 2018 ADDN LOT 3	49,100	11.67%	5,727.97	0.00			GODDARD, VINCE	PO BOX 1209	KENAI, AK 99611	NO		YES	49,100
133-471-01	T 3N R 12W SEC 1 SEWARD MERIDIAN KN 0850031 COLES CORNER SUB LOT 1	76,700	7.47%	5,727.97	0.00			NAVARRA, REBECCA & MITCHELL	PO BOX 307	KASLOF, AK 99610	NO		YES	76,700
133-471-04	T 3N R 12W SEC 1 SEWARD MERIDIAN KN 0850031 COLES CORNER SUB LOT 4	54,700	10.47%	5,727.97	0.00			KNAPP, ROSS STEVEN	PO BOX 387	KASLOF, AK 99610	NO	YES	YES	54,700

PARCEL ID	LEGAL	2019 ASSESSED VALUE	LIEN LIMIT <50% A.V. per 5.35.070(C)	MAXIMUM ASSESSMENT	PREPAYMENT REQUIRED 5.35.070(B)&(C)	PREPAYMENTS -PAID IN FULL-	PAID DATE CK#	OWNER	ADDRESS	CITY STATE ZIP	OTHER SPC ASSMT	DEL TAXES (Yes)	VOTE IN FAVOR	VOTE IN FAVOR A.V.
133-471-05	T 3N R 12W SEC 1 SEWARD MERIDIAN KN 0850031 COLES CORNER SUB LOT 5	189,700	3.02%	5,727.97	0.00			KNAPP, JOSEPHINE S	PO BOX 217	KASIOF, AK 99610	NO		YES	189,700
133-540-04	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 0900001 COAL CREEK COUNTRY ESTATES SUB ADDN NO 6 TRACT A	177,400	3.23%	5,727.97	0.00			ALASKA STATE D N R DIVISION OF MINING LAND & WATER	550 W 7TH AVE STE 1050A	ANCHORAGE, AK 99501	NO			0
133-540-08	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 0900002 COAL CREEK COUNTRY ESTATES SUB ADDN NO 7 LOT 1A BLK 1	316,900	1.81%	5,727.97	0.00			BUSH, KATHLEEN A	PO BOX 365	KASIOF, AK 99610	NO		YES	316,900
133-540-09	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 0900002 COAL CREEK COUNTRY ESTATES SUB ADDN NO 7 LOT 2A BLK 1	403,300	1.42%	5,727.97	0.00			JOHNS-OKAMOTO, CAROLE L	PO BOX 1226	KASIOF, AK 99610	NO		YES	403,300
133-540-10	T 3N R 12W SEC 13 SEWARD MERIDIAN KN 0900002 COAL CREEK COUNTRY ESTATES SUB ADDN NO 7 LOT 2B BLK 1	108,400	5.28%	5,727.97	0.00			MIEDZWIADOK, STEVE	7050 RYAN CT	ANCHORAGE, AK 99504	NO		YES	108,400
133-590-02	T 3N R 11W SEC 6 SEWARD MERIDIAN KN 0820060 OLD KASIOF SUB SARCHET 1982 ADDN TRACT 2	804,800	0.71%	5,727.97	0.00			COOPER, KRIS K & WILLIAM L III	PO BOX 1090	KASIOF, AK 99610	NO		YES	804,800
133-590-03	T 3N R 11W SEC 6 SEWARD MERIDIAN KN 0820060 OLD KASIOF SUB SARCHET 1982 ADDN TRACT 3	579,000	0.99%	5,727.97	0.00			CROSS, CAREN E	PO BOX 213	KASIOF, AK 99610	NO		YES	579,000
133-590-04	T 3N R 11W SEC 6 SEWARD MERIDIAN KN 0820060 OLD KASIOF SUB SARCHET 1982 ADDN TRACT 4	156,400	3.66%	5,727.97	0.00			DYKSTRA, JONI RAYE	PO BOX 718	KASIOF, AK 99610	NO		YES	156,400
133-590-06	T 3N R 11W SEC 6 SEWARD MERIDIAN KN 0870117 OLD KASIOF SUB ADDN NO 1 LOT 1-E	15,400	37.19%	5,727.97	0.00			ANDERSON, RUTH & HILLS, EDWARD	13535 DIGGINS DR	ANCHORAGE, AK 99515	NO		YES	15,400
133-590-07	T 3N R 11W SEC 6 SEWARD MERIDIAN KN 0870117 OLD KASIOF SUB ADDN NO 1 LOT 1-D	239,600	2.39%	5,727.97	0.00			BRIGGS, KENNETH M & GLORIA F	4349 SAWYER AVE	MOBILE, AL 36619	NO		YES	239,600
133-590-08	T 3N R 11W SEC 6 SEWARD MERIDIAN KN 0870117 OLD KASIOF SUB ADDN NO 1 LOT 1-C	13,500	42.43%	5,727.97	0.00			CLARK, STACEY E & MANUEL W	PO BOX 607	WILLOW, AK 99688	NO		YES	13,500
133-590-09	T 3N R 11W SEC 6 SEWARD MERIDIAN KN 0870117 OLD KASIOF SUB ADDN NO 1 LOT 1-B	269,800	2.12%	5,727.97	0.00			RENNER, BUDDY J	PO BOX 878	KASIOF, AK 99610	NO			0
133-590-10	T 3N R 11W SEC 6 SEWARD MERIDIAN KN 0870117 OLD KASIOF SUB ADDN NO 1 LOT 1-A	207,200	2.76%	5,727.97	0.00			BELING, SCOTT WILLIAM	PO BOX 864	KASIOF, AK 99610	NO		YES	207,200
133-590-11	T 3N R 12W SEC 1 SEWARD MERIDIAN KN 2001059 FLATFISH ESTATES TRACT A	262,900	2.18%	5,727.97	0.00			BLAKE, JAMES A & VICKIE M	PO BOX 49	KASIOF, AK 99610	NO		YES	262,900
133-590-17	T 3N R 12W SEC 1 SEWARD MERIDIAN KN 2010045 COLE'S CORNER #2 TRACT A	54,400	10.53%	5,727.97	0.00			UHL JAMES REVOCABLE TRUST	8956 S TWILIGHT DR	WASILLA, AK 99623	NO		YES	54,400
133-590-18	T 3N R 12W SEC 1 SEWARD MERIDIAN KN 2010045 COLE'S CORNER #2 TRACT B	25,900	22.12%	5,727.97	0.00			COLE, PHILIP A PERRY, PAULA COLE COLE LINDA A REVOCABLE TRUST 2017 COLE RONALD L REVOCABLE TRUST 2017	189 E. NELSON AVE, PMB 139 PO BOX 872961 PO BOX 872961 PO BOX 872961	WASILLA, AK 99654 WASILLA, AK 99687 WASILLA, AK 99687 WASILLA, AK 99687	NO		YES	25,900
133-590-19	T 3N R 12W SEC 1 SEWARD MERIDIAN KN 2010045 COLE'S CORNER #2 TRACT C	20,800	27.54%	5,727.97	0.00			HALVERSON, MINDY NICOLE & MITCHEL LEE	PO BOX 118	KASIOF, AK 99610	NO			0
133-590-20	T 3N R 12W SEC 1 SEWARD MERIDIAN KN 2010045 COLE'S CORNER #2 TRACT D	77,200	7.42%	5,727.97	0.00			MOERLEIN GENERAL CONTRACTING LLC	20315 TUSTUMENA LAKE RD	KASIOF, AK 99610	NO			0
133-590-21	T 3N R 12W SEC 1 SEWARD MERIDIAN KN SE1/4 NE1/4 LYING SW OF KALIFORNYSKY BEACH RD EXCL FLATFISH EST	147,300	3.89%	5,727.97	0.00			COLE, PHILIP A PERRY, PAULA COLE COLE LINDA A REVOCABLE TRUST 2017 COLE RONALD L REVOCABLE TRUST 2017	189 E. NELSON AVE, PMB 139 PO BOX 872961 PO BOX 872961 PO BOX 872961	WASILLA, AK 99654 WASILLA, AK 99687 WASILLA, AK 99687 WASILLA, AK 99687	NO		YES	147,300
133-590-22	T 3N R 11W SEC 01 SEWARD MERIDIAN KN 2011021 OLD KASIOF SUB 2010 ADDN AMENDED LOT 36	54,500	10.51%	5,727.97	0.00			HAYS, PAMELA A & MCCARD, ROBERT A	235 STACY DRIVE	SOLDOTNA, AK 99669	NO		YES	54,500
133-590-23	T 3N R 11W SEC 01 SEWARD MERIDIAN KN 2011021 OLD KASIOF SUB 2010 ADDN AMENDED LOT 37	83,100	6.89%	5,727.97	0.00			MCGARRY, MARGARET L & GERALD KASIOF PROPERTIES LLC	PO BOX 952 PO BOX 783	KASIOF, AK 99610 KASIOF, AK 99610	NO		YES	83,100
133-590-24	T 3N R 12W SEC 06 SEWARD MERIDIAN KN 2011021 OLD KASIOF SUB 2010 ADDN AMENDED LOT 28A	470,000	1.22%	5,727.97	0.00			KUCHINKA, GARY D	PO BOX 630	KASIOF, AK 99610	NO		YES	470,000
133-081-08 **Inactive	THAT PORTION OF THE N1/2 NW1/4 LYING SOUTH OF ARIELS LANE & EAST OF KALIFORNYSKY BEACH ROAD EXCLUDING DUNCAN SUB TRACT A	602,100	0.95%	0.00	5,727.97	5,727.97	12/10/2019 #2695	DUNCAN, JEAN W KELLY RAY DUNCAN, PR OF ESTATE OF JEAN DUNCAN	PO BOX 1267	KASIOF, AK 99610	NO			0

PARCEL ID	LEGAL	2019 ASSESSED VALUE	LIEN LIMIT <50% A.V. per 5.35.070(C)	MAXIMUM ASSESSMENT	PREPAYMENT REQUIRED 5.35.070(B)&(C)	PREPAYMENTS -PAID IN FULL-	PAID DATE CK#	OWNER	ADDRESS	CITY STATE ZIP	OTHER SPC ASSMT	DEL TAXES (Yes)	VOTE IN FAVOR	VOTE IN FAVOR A.V.
179	# Parcels for Petition Signature Calculations													
		31,066,600										2	112	22,873,500
133-081-09	T 3N R 11W SEC 7 SEWARD MERIDIAN KN GOVT LOT 8 EXCEPT KALIFORNKY BEACH RD	44,300	12.93%	5,727.97	0.00			KENAI PENINSULA BOROUGH	144 N BINKLEY ST	SOLDOTNA, AK 99669	NO		Administration Abstained	N/A
180	# Parcels for Assessment Allocation Calculation													
		31,110,900		1,023,200.69	7,833.91	7,833.91								
		2019 ASSESSED VALUE		TOTAL ASSESSMENT	PREPAYMENT REQUIRED	PREPAYMENT -PAID IN FULL-								
		31,110,900		1,023,200.69	7,833.91	7,833.91								

**\*\*Inactive PIN 133-081-08, Replat Completed 12/27/2019, Kenai, #2019-75, Duncan Subdivision Addition No. 3; NEW PIN 133-081-47 NOT INCLUDED IN DISTRICT**

133-081-47 NEW	T 03N R 11W SEC 18 Seward Meridian KN 2019075 DUNCAN SUB ADDN NO 3 TR C	N/A	N/A	N/A	N/A	N/A		PETERSON JANET CHRISTINE & KENNETH A	PO BOX 766	KASIOLOF, AK 99610				
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**The following six (6) parcels have been excluded from the district for petition signature percentages and levying of assessments.**

PARCEL-ID	LEGAL	2019 AV						OWNER	ADDRESS	CITY STATE ZIP	REASON FOR EXCLUSION
133-031-43	T 03N R 11W SEC 7 SEWARD MERIDIAN KN 2017002 VAN GOUGH SUB LOT 3	0.00	N/A	N/A	N/A	N/A	N/A	KENAI PENINSULA BOROUGH	144 N BINKLEY ST	SOLDOTNA, AK 99669	Legally impermissible to develop; zero 2019 assessed value, building setback issues for development.
133-081-01	T 3N R 11W SEC 18 Seward Meridian KN THAT PORTION OF THE E1/2 SW1/4 NW1/4 LYING WEST OF KALIFORNKY BEACH RD	57,900	N/A	N/A	N/A	N/A	N/A	KASIOLOF-COHOE CEMETERY ASSOC	PO BOX 340	KASIOLOF, AK 99610	Legally impermissible to develop; Cemetery purposes only.
133-081-02	T 3N R 11W SEC 18 Seward Meridian KN RS THAT PORTION OF THE E1/2 W1/2 SW1/4 LYING WEST OF KALIFORNKY BEACH RD	23,300	N/A	N/A	N/A	N/A	N/A	KASIOLOF COHOE CEMETERY ASSOCIATION	PO BOX 340	KASIOLOF, AK 99610	Legally impermissible to develop; Cemetery purposes only.
133-081-07	T 3N R 11W SEC 18 Seward Meridian KN THAT PORTION OF THE E1/2 SW1/4 NW1/4 LYING EAST OF KALIFORNKY BEACH RD	0.00	N/A	N/A	N/A	N/A	N/A	KASIOLOF-COHOE CEMETERY ASSOC	PO BOX 340	KASIOLOF, AK 99610	Legally impermissible to develop; zero 2019 assessed value, building setback issues for development.
133-350-01	T 3N R 11W SEC 6 SEWARD MERIDIAN KN 0760167 OLD KASIOLOF SUB LOT 32	5,800	N/A	N/A	N/A	N/A	N/A	MCCORMACK, JACOUB	PO BOX 726	BASS LAKE, CA 93604	Financially infeasible to develop or improve; wetlands (95% of property).
133-471-06	T 3N R 12W SEC 1 SEWARD MERIDIAN KN THAT PORTION OF SE1/4 NE1/4 LYING EAST OF KALIFORNKY BEACH ROAD	700	N/A	N/A	N/A	N/A	N/A	COLE, PHILIP A COLE, PAULA A COLE LINDA A REVOCABLE TRUST 2017 COLE RONALD L REVOCABLE TRUST 2017	189 E. NELSON AVE, PMB 139 PO BOX 872961 PO BOX 872961 PO BOX 872961	WASILLA, AK 99654 WASILLA, AK 99687 WASILLA, AK 99687 WASILLA, AK 99687	Legally impermissible to develop; \$700 2019 assessed value, building setback issues for development.

Ownership/Address as of 9/15/2020



Introduced by: Mayor  
Date: 10/13/20  
Hearing: 11/10/20  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-43**

**AN ORDINANCE AMENDING KPB 21.44.110, NONCONFORMING USES, TO CLARIFY EXPANSION RELATED TO AGRICULTURAL PURPOSES, THAT A NONCONFORMING USE RUNS WITH THE LAND, AND TO EXTEND THE NONCONFORMING USE APPLICATION DEADLINE FOR C & H ESTATES**

- WHEREAS**, property owners within the C & H local option zone district (LOZD) have expressed concern relating to marketability of title due to perceived ambiguity in KPB 21.44.110, Nonconforming Uses; and
- WHEREAS**, the amendments to KPB 21.44.110 will clarify staff interpretation that nonconforming use for agricultural uses is applied to the entire parcel wherein rotation of crops or usage of greater farmable acreage is not considered expansion of the use for purposes of LOZD code;
- WHEREAS**, the KPB 21.44.110(H) addition to code states that a nonconforming use determination is particular to the use not the owner, the use runs with the land and transfers upon sale or lease of a property; and
- WHEREAS**, the amendments serve to clarify the borough's historical interpretation and implementation of KPB 21.44.110; and
- WHEREAS**, the clear focus of KPB 21.44.110 is on the use not the owner; and
- WHEREAS**, a nonconforming use is akin to a prior existing use thus it is logical that a prior existing use would run with the land; and
- WHEREAS**, a nonconforming use is not the same as a non-allowed use; and
- WHEREAS**, the one-year deadline under KPB 21.44.110 for C & H Estates LOZD property owners to apply for a nonconforming use determination expires January 7, 2021, the deadline should be extended to account for the amendments to this section of code; and
- WHEREAS**, at its meeting of October 12, 2020, the Planning Commission reviewed this ordinance and recommended \_\_\_\_\_;

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

**SECTION 1.** That a new section KPB 21.44.110 is hereby enacted:

**21.44.110. Nonconforming uses.**

- A. *Determination.* Nonconforming uses in effect on the date of initial adoption of the LOZD are allowed to continue operation. The burden of proof that the nonconforming use existed before adoption of an LOZD is on the applicant. If the planning director denies nonconforming use status, the applicant must comply with the requirements of the LOZD. Failure to apply for a nonconforming use determination within one year from the date of notice of the adoption of an LOZD ordinance shall result in termination of all right to continued operation as a nonconforming use and require full compliance with all provisions of this chapter. Written notice of the nonconforming use application requirements shall be given by certified mail or personal delivery to all property owners within an LOZD. If notice cannot effectively be given by these methods, the planning director may post the subject property.
- B. *Decision.* The planning director shall give notice of the application for a nonconforming use determination to property owners within the district. The notice shall include a summary of the application, a vicinity map, and a deadline for submitting written comments or evidence regarding the existence of the use prior to making a determination. The planning director shall issue a decision regarding the nonconforming status based on the written application, written comments, or evidence regarding the existence of the use prior to the adoption of an LOZD. The planning director's decision may be appealed by the applicant or affected property owners to the planning commission within 15 days of distribution of the decision.
- C. *Discontinuance.* Any nonconforming use of land or building which has ceased by discontinuance for an uninterrupted period of 365 days shall thereafter conform to the provisions of this chapter. Lack of intent to cease use or abandon the use does not suspend the 365-day time period. If a nonconforming use of a temporary structure is discontinued, it shall not be recommenced.
- D. *Expansion Prohibited.* A nonconforming use of a building or land may not be increased, intensified, or expanded or moved to any other part of the lot, tract, or parcel it occupies after the ordinance forming the district is adopted, nor may the use be moved to a parcel which is subject to this chapter. A nonconforming use for farm or agricultural purposes attaches to the entire parcel. Nothing in this paragraph should be construed to limit the increase of total area or acreage used for farm or agricultural purposes under a nonconforming use determination.
- E. *Change of Use.* The use of a nonconforming building may be changed only to a use conforming to this chapter.

- F. *Standards.* In order to qualify as an allowed nonconforming use, the use must meet the following standards on the date the assembly approves formation of the district:
1. A use must have been legally established under prior law.
  2. A use must be operational in accordance with the type of use.
  3. The purchase, clearing, or improvement of land preparatory to the use is inadequate to qualify the parcel for nonconforming use status, unless the site has been prepared or construction completed to the extent that it is no longer feasible to use the property for a conforming use.
- G. Conditions may be placed on nonconforming uses by the planning director to protect the residential character of the LOZD by limiting excessive noise, excessive traffic, fire hazards, and to provide appropriate screening, lighting, and hours of operation.
- H. A nonconforming use determination runs with the land and will transfer upon the sale or lease of the parcel if all requirements of this section are met. A nonconforming use determination is distinct from a non-allowed use and references in this title relating to non-allowed uses are not applicable to nonconforming uses.

**SECTION 2.** Notwithstanding, the one-year deadline under KPB 21.44.110(A), the deadline for property owners within the C & H Estates LOZD to apply for a nonconforming use determination is extended to April 7, 2021.

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

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

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Kelly Cooper, Assembly President

ATTEST:

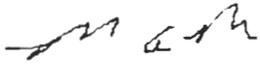
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Johni Blankenship, MMC, Borough Clerk

**MEMORANDUM**

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

**THRU:** Charlie Pierce, Mayor CP

**FROM:** Marcus Mueller, Acting Planning Director 

**DATE:** October 1, 2020

**RE:** Ordinance 2020-43, Amending KPB 21.44.110, Nonconforming Uses, to Clarify Expansion Related to Agricultural Purposes, that a Nonconforming Use Runs with the Land, and to Extend the Nonconforming Use Application Deadline for C & H Estates (Mayor)

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The amendments will clarify a source of conflict and confusion in current KPB 21.44.110. Following the formation for the C & H Estates Local Option Zoning District (LOZD), an issue that has been expressed by property owners in the LOZD is that current KPB 21.44.110 does not explicitly state that a nonconforming use runs with the land and is therefore transferable upon the sale or lease of a property. The proposed amendments address those concerns.

The clear focus of KPB 21.44.110 is on the use not the owner. The code amendments will simply reflect current practice and interpretation.

The amendments also address a concern related to agricultural use property and this issue of whether a growth in farming activity or, say, a crop rotation to another area of a parcel is considered a prohibited expansion of the use. The amendments will clarify that a nonconforming use determination for agricultural purposes is for the entire parcel and that adjustments to the farmable area is not considered an expanded use for purposes of KPB 21.44.110.

Finally, the one-year deadline under KPB 21.44.110 for C & H Estates LOZD property owners to apply for a nonconforming use expires January 7, 2021. This ordinance extends that deadline to April 7, 2021 to account for these amendments.

Your consideration of this ordinance is appreciated.

Introduced by: Mayor  
Date: 10/13/20  
Hearing: 11/10/20  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-44**

**AN ORDINANCE AUTHORIZING THE LEASE OF APPROXIMATELY 2,500  
SQUARE FEET OF BOROUGH OWNED LAND TO ATLAS TOWER 1, LLC FOR THE  
CONSTRUCTION AND MAINTENANCE OF A COMMUNICATION TOWER SITE**

**WHEREAS,** Atlas Tower 1, LLC, (“Atlas”) is seeking to expand cellular telephone service capacity in the North Kenai area; and

**WHEREAS,** Atlas has researched the North Kenai area to determine feasible sites for a new communication tower; and

**WHEREAS,** Atlas, has determined that a 2,500 square-foot site on land owned by the borough to the west of Bernice Lake is the most desirable site to meet its requirements; and

**WHEREAS,** the 2,500 square-foot site is located within the 2.95-acre KPB-owned parcel #014-050-01, legally described as SE1/4SE1/4SE1/4, Section 16, T. 7N., R. 12W., S.M., Kenai recording district, Third Judicial District, State of Alaska; and

**WHEREAS,** KPB-owned parcel #014-050-01 is classified “Light Industrial”; and

**WHEREAS,** Atlas, proposes a market value lease; and

**WHEREAS,** leasing of this land furthers the Kenai Peninsula Borough Comprehensive Plan Goal 2, Focus Area: Land Use and Changing Environment, Objectives F; and

**WHEREAS,** the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of October 12, 2020, recommended \_\_\_\_\_.

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

**SECTION 1.** That the assembly finds that leasing this land to Atlas for the construction and maintenance of a communication tower site is in the best interest of the public and the borough. This finding is based on the following facts:

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

**SECTION 2.** The mayor is authorized, pursuant to KPB 17.10.100(I) to negotiate and enter into a lease of the above-described parcel to Atlas, subject to all lease conditions required by this ordinance and the applicable provisions of KPB 17.10.

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

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

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

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

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

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Kelly Cooper, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

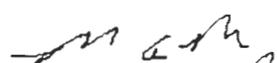
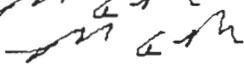
# Kenai Peninsula Borough

## Planning Department – Land Management Division

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### MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor CP  
Marcus Mueller, Acting Planning Director   
Marcus Mueller, Land Management Officer 

**FROM:** Trevor Kauffman, Land Management Agent 

**DATE:** October 1, 2020

**RE:** Ordinance 2020-44, Authorizing the Lease of Approximately 2,500 Square Feet of Borough Owned Land to Atlas Tower 1 LLC for the Construction and Maintenance of a Communication Tower Site (Mayor)

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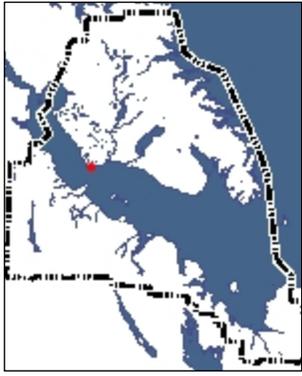
Atlas Tower 1, LLC), a Colorado Limited Liability Company, has submitted an application for a negotiated lease of a 2,500 square-foot area owned by the borough and located within SE1/4SE1/4SE/14, Section 16, T. 7N., R. 12W., S.M. Kenai Recording District, Third Judicial District, State of Alaska for construction and maintenance of a communication tower. The parcel is currently vacant. The lease agreement includes the following terms:

- An option term of 1 year in which the lessee may investigate the site and pursue any required authorizations. The lessee may choose to exercise the lease at any time during the option term. Consideration for the option is \$3,500.
- For the lease, there is an initial rental rate of \$1,000 per month that will increase annually by 2.5%.
- An initial term of five years, with the option to renew the lease for four additional five year terms.
- For any sublessees, a revenue share of 33% of sublease rent to KP.B.
- Requirements for a perimeter fence and gate installation around leased area.
- An easement to the tower for 24-hour site access for maintenance and emergency purposes.
- An option for KP.B to place emergency telecommunications equipment on the tower, for use by Central Emergency Services.

This ordinance would authorize the mayor to enter into the lease agreement and sign any other documents necessary to effectuate the agreement. Revenue from the lease would support the borough's Land Trust Fund.

Your consideration of this ordinance is appreciated.

# Exhibit 1: Atlas Tower Salamatof Site - Leased Premises



- Legend
-  Township Lines
  -  Section Lines
  -  Parcels



Notes



0.1 Miles  
0.03  
0

Coordinate System: NAD\_1983\_StatePlane\_Alaska\_4\_FIPS\_5004\_Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. Do not use for navigation.

DATE PRINTED: 9/18/2020

**OPTION AND COMMUNICATIONS SITE LEASE AGREEMENT**

This OPTION AND COMMUNICATIONS SITE LEASE AGREEMENT (this “Agreement”) will become effective when all parties have signed the Agreement (the “Effective Date”). This Agreement is entered into by the **Kenai Peninsula Borough**, a municipal corporation, whose mailing address is 144 North Binkley Street, Soldotna, Alaska 99669 (the “Lessor”), and **Atlas Tower 1, LLC**, a Colorado limited liability company, whose mailing address is 3002 Bluff Street, Suite 300, Boulder, CO 80301 (the “Lessee”).

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

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

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

**LESSOR**

Name: Kenai Peninsula Borough  
Attn: Land Management Division  
Re: Lease No. LMD  
20-07  
144 N. Binkley St.  
Soldotna, AK 99669

**LESSEE**

Name: Atlas Tower 1, LLC  
Attn: Brian Clettenberg  
Re: Cell Site #: \_\_\_\_\_  
Site Name: Salamatof  
Fixed Asset#: \_\_\_\_\_  
3002 Bluff Street, Suite 300  
Boulder, CO 80301

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

- Appendix A: Lease Provisions Required by KPB 17.10
- Exhibit 1: Description of the “Property” and the “Leased Premises”
- Exhibit 2: Leased Premises (Plan Set from Atlas Tower 1)
- Exhibit 3: Memorandum of Lease

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

## PART II. LEASE DESCRIPTION AND TERMS

### 4. DESCRIPTION OF PROPERTY; OPTION.

(a) Subject to the terms and conditions of this Agreement, Lessor hereby grants to Lessee an exclusive option to lease a certain portion of the Property containing 2500 square feet (50'x50') including the air space above such ground space as described and depicted on Exhibit 1 and Exhibit 2 attached hereto (the "Leased Premises") for the placement of the Communication Facilities.

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

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

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

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

(f) If during the Option Term, or during the Term if the Option is exercised, Lessor decides to subdivide, sell, or change the status of the zoning of the Leased Premises, the Property or any of Lessor's contiguous, adjoining or surrounding property (the "Surrounding Property"), or in the event of a threatened foreclosure on any of the foregoing, Lessor shall immediately notify Lessee in writing. Lessor agrees that during the Option Term, or during the Term if the Option is exercised, Lessor shall not initiate or consent to any change in the zoning of the Leased Premises, the Property or the Surrounding Property or impose or

consent to any other use or restriction that would prevent or limit Lessee from using the Leased Premises for the permitted use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

## **5. TERM.**

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

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

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

## **6. TERMINATION.**

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

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

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

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

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

**7. RENT.** Beginning on the first day of the month following the date that Lessee exercises the Option (the "Rent Commencement Date"), Lessee shall pay to Lessor a monthly rent payment of one thousand and No/100 Dollars (\$1000) (the "Rent"), at the address set forth above on or before the fifth (5th) day of each calendar month in which Rent is due, in advance. Rent will be prorated for any partial month. On each anniversary of the Term Commencement Date, Rent shall adjust annually by Two and Five Tenths percent (2.5%) over the prior year's Rent amount.

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

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

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

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

(b) **Buffer Landscaping.** Buffer landscaping is not required for this lease. Lessee may manage vegetation within 10’ of the security fence, if necessary, in order to prevent damage to lessee’s improvements.

(c) **Performance Bond; Two-Year Replacement Period.** Lessee shall provide a performance bond either in the form of cash or through a corporate surety qualified to do business in the state in the amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00), prior to the Lessor’s execution of this Agreement. The bond may be used for the purpose of replacement of any dead trees or bushes within a period of two years after initial installation and any unused portion of the security will be released to the Lessee following the expiration of the two-year replacement period. Following the expiration of the two-year replacement period, Lessor shall be solely responsible for replacement of dead trees or bushes within the landscaping buffer.

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

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

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

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

**12. EQUIPMENT, FIXTURES AND REMOVAL.** The Communication Facilities will at all times be the personal property of Lessee and/or its sublessees and licensees, as applicable. Lessee or its customers shall have the right to erect, install, maintain, and operate on the Leased Premises such equipment, structures, fixtures, signs, and personal property as Lessee may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Leased Premises, will not be deemed to be part of the Leased Premises, but will remain the property of Lessee or its customers. Unless otherwise agreed to in writing by the parties, within ninety (90) days after the expiration or earlier termination of this Agreement, or upon cessation, abandonment, or non-use of the tower for communication purposes for a period of 6 consecutive months following construction of the tower (the "Removal Period"), Lessee must remove its improvements and restore the Leased Premises to grade in a natural condition free of contamination, reasonable wear and tear excepted, which shall include removal of all concrete and other foundation materials to a depth of five (5) feet below grade, and perform all obligations under this Agreement during the Removal Period, including without limitation, the payment of Rent on a prorated per diem basis, at the rate in effect upon the expiration or termination of this Agreement. Any property not so removed shall be deemed abandoned and may be removed and disposed of by Lessor in such manner as Lessor will determine, without any obligation on the part of Lessor to account to Lessee for any proceeds therefrom. Time is of the essence.

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

#### **14. SUBLEASING AND REVENUE SHARE.**

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

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

ground space related to the use of Lessee's improvements.

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

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

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

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

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

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

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

(e) Except for the sublessees and licensees of Lessee, there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Leased Premises; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, or any equity or interest in Lessor if Lessor is an entity; and there are

no parties (other than Lessor) in possession of the Leased Premises except as to those that may have been disclosed to Lessee in writing prior to the execution hereof.

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

## **17. WAIVERS.**

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

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

**18. INSURANCE.** Insurance coverage required under this Agreement shall be primary and exclusive of any other insurance carried by the Borough. Minimum levels of insurance coverage required under this Agreement shall remain in effect for the life of this Agreement and shall be a part of the contract price. If Contractor's policies contain higher limits, the KPB shall be entitled to coverage to the extent of such higher limits. There shall be no cancellation or material change of the insurance coverages, or intent not to renew the insurance coverages as specified in this Agreement, without thirty (30) calendar days' prior written notice to the Borough. Certificates of Insurance, acceptable in form and content, will be delivered to the Borough at the time of submission of the signed Agreement and updated certificates shall be provided upon insurance coverage renewal, where applicable. Lessee and subcontractor(s), sublessees, sublicenses, of any tier shall provide and maintain:

(a) Commercial General Liability (CGL):, The CGL Policy shall be written on an occurrence basis and with a limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each occurrence and aggregate. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, broad form property damage, independent contractors, products-completed operations, personal injury and advertising injury, explosion, collapse, underground hazards, and liability assumed under a contract including the tort liability of another assumed in a business contract. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy. This policy shall name the KPB as Additional Insured. To the extent damages are covered by commercial general liability insurance, subrogation shall be waived.

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

(c) Worker's Compensation Insurance: For all employees engaged in work under this Agreement, Workers' Compensation Insurance in accordance with the laws of the State of Alaska. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor(s) who directly or indirectly provides services under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than FIVE HUNDRED

THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each person and FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit. Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included.

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

(e) Automobile Liability: The Auto Liability Policy shall include a Combined Single Limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Underinsured and Uninsured Motorists limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Coverage shall include Non-Owned and Hired Car coverage. This policy shall name the KPB as Additional Insured. To the extent damages are covered by auto liability insurance, subrogation shall be waived.

(f) Full policies. At its option, the Borough may request copies of required policies and endorsements. Such copies shall be provided within (10) TEN CALENDAR DAYS of the Borough's request. All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Alaska.

(g) No Representation of Coverage Adequacy. By requiring insurance herein, the Borough does not represent that coverage and limits will necessarily be adequate to protect Lessee, sublessee, and/or contractor or subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and subcontractor(s) of any tier under the indemnities granted to the Borough in this Agreement.

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

**19. WAIVER OF SUBROGATION.** To the extent allowed by law, Lessee hereby grants to Lessor a waiver of any right of subrogation which any insurer of said Lessee may acquire against the Lessor by virtue of the payment of any loss under such insurance. It is the Lessors sole and strict responsibility to notify its insurer of this obligation and obtain a waiver of subrogation endorsement from the insurer, if required.

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

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

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

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

Premises.

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

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

## **22. INDEMNIFICATION.**

(a) Lessee agrees to defend, indemnify, and hold harmless Lessor, its employees, public officials, and volunteers, with respect to any action claim or lawsuit arising out of (1) a breach of this Agreement or (2) the use and occupancy of the Leased Premises or the Property by the Lessee. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages resulting from judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice to the Lessor of any action, claim, or lawsuit. Lessor will notify Lessee in a timely manner of the need for indemnification but such notice is not a condition precedent to Lessee's obligation and may be waived where the Lessee has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim or lawsuit is initiated, filed, or otherwise brought against Lessor relating to the Lessee's use and occupancy of the Leased Premises or the Property. Notwithstanding the foregoing, Lessee's duty to indemnify, defend, and hold harmless Lessor as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of Lessor, its employees, public officials, and volunteers.

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

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

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

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

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

**27. LESSEE MORTGAGES.**

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

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

**28. MISCELLANEOUS.**

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

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

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

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

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

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

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

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

### PART III. EXECUTION

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

**LESSOR: Kenai Peninsula Borough**

**LESSEE: Atlas Tower 1, LLC**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

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



**LESSEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of Atlas Tower 1, LLC, a Colorado limited liability company, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

\_\_\_\_\_  
Notary Public for State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of Atlas Tower 1, LLC, a Colorado limited liability company, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

\_\_\_\_\_  
Notary Public for State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## APPENDIX A

### LEASE PROVISIONS REQUIRED BY KPB 17.10

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(17) **Shore Land Public Access Easement.** As established by AS 38.05, borough lands sold or

leased may be subject to a minimum 50 foot public access easement landward from the ordinary high water mark or mean high water mark.

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

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

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

**[END OF APPENDIX A]**

**EXHIBIT 1**

DESCRIPTION OF PROPERTY AND LEASED PREMISES

Page 1 of 1

The Property is legally described as follows:

Lot 16, Bernice Lake Alaska Industrial Subdivision, as shown on Plat No. K-1560, Kenai Recording District, Third Judicial District, State of Alaska

The Leased Premises are described as follows:

50' x 50', near the Eastern boundary. [the precise lease location is To Be Determined, based on utility easement options, geotechnical investigation results, and an environmental review, done at the lessee's expense. This location will be finalized, before the lease is signed]

**EXHIBIT 2**

**LEASED PREMISES (PLANSET FROM ATLAS TOWER 1)**

Page 1 of 1

The Leased Premises are depicted as follows:

[INSERT SITE PLAN]

**EXHIBIT 3**

Memorandum of Lease

(Attached)

---

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

**Prepared by and Return to:**

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

Grantor: Kenai Peninsula Borough  
Grantee: Atlas Tower 1, LLC  
Legal Description: Attached as Exhibit 1  
Tax Parcel ID #: 01405001  
Cell Site #: XXX  
Cell Site Name: XXX  
State: Alaska  
Borough: Kenai Peninsula Borough  
Recording District: Kenai, Third Judicial

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** ("Memorandum") is entered into by and between **KENAI PENINSULA BOROUGH**, an Alaska municipal corporation, having a mailing address of 144 N. Binkley St., Soldotna, AK 99669 (the "**Lessor**") and **Atlas Tower 1, LLC**, a Colorado limited liability corporation, having a mailing address of 3002 Bluff Street, Suite 300, Boulder, Colorado, 80301 (the "**Lessee**").

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

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

**LESSOR: Kenai Peninsula Borough**

**LESSEE: Atlas Tower 1, LLC**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

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

**LESSOR ACKNOWLEDGEMENT**

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for an on behalf of the corporation.

\_\_\_\_\_  
Notary Public for State of Alaska  
My commission expires: \_\_\_\_\_

**LESSEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_,  
and acknowledged under oath that he/she is the \_\_\_\_\_ of Atlas Tower 1, LLC, the Lessee  
named in the attached instrument, and as such was authorized to execute this instrument on behalf of the  
Lessee.

\_\_\_\_\_  
Notary Public for State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_,  
and acknowledged under oath that he/she is the \_\_\_\_\_ of Atlas Tower 1, LLC, the Lessee  
named in the attached instrument, and as such was authorized to execute this instrument on behalf of the  
Lessee.

\_\_\_\_\_  
Notary Public for State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT 1 TO MEMORANDUM OF LEASE**

**DESCRIPTION OF PROPERTY AND LEASED PREMISES**

Page 1 of 1

The Property is legally described as follows:

Lot 16, Bernice Lake Alaska Industrial Subdivision, as shown on Plat No. K-1560, Kenai Recording District, Third Judicial District, State of Alaska

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

(see attached Plan Set, submitted by Atlas Tower 1)

Introduced by: Mayor  
Date: 10/13/20  
Hearing: 11/10/20  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-45**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS,** at its meeting of \_\_\_\_\_, the Planning Commission reviewed this ordinance and recommended \_\_\_\_\_;

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

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

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

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

- A. Cases may be decided by a majority vote of the plat committee members present.
  
- B. Review of a decision of the plat committee may be heard by the planning commission acting as platting board by filing written notice thereof with the borough planning director on a form provided by the borough planning department. The request for review shall be filed within [TEN] fifteen days [AFTER] of date of distribution [NOTIFICATION] of the decision of the plat committee by personal service or service by mail. A request for review may be filed by any person or agency that was sent a notice of decision. [PARTICIPATED AT THE PLAT COMMITTEE HEARING EITHER BY WRITTEN OR ORAL PRESENTATION.] [THE REQUEST MUST HAVE AN ORIGINAL SIGNATURE; FILING ELECTRONICALLY OR BY FACSIMILE IS PROHIBITED.]The request for review must briefly state the reason for the review request and applicable provisions of borough

code or other law upon which the request for review is based. Notice of the review hearing will be issued by staff to the original recipients of the plat committee public hearing notice.

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

**20.10.040. Abbreviated plat procedure.**

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

...

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

**20.10.080. [RIGHT-OF-WAY] Vacation Plat**

- A. When the sole purpose of a plat is to depict [RIGHT-OF-WAY] an area approved for vacation under KPB Chapter 20.65[20.70 AS ATTACHING TO ADJOINING PARCELS IN COMPLIANCE WITH KPB 20.70.150 AND AS 29.40.150,]the following procedure shall apply:
1. Submission Requirements. All of the submission requirements of Chapter 20.25 shall be met.
  2. Surveyor's Certificate. The surveyor's signature and seal on the plat certifies the surveyor is properly registered and licensed to practice land surveying in the State of Alaska, that the plat represents a survey made by the surveyor or under the surveyor's direct supervision, that the monuments shown thereon actually exist as

described, and that all dimensions and other details are correct to the best of the surveyor's knowledge and belief. A written certificate is optional.

3. Statement of Plat Approval. The following form shall be printed on the final plat to be filled in after approval:

**[Right-of-Way] Vacation Plat Approval**

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

---

Borough Official \_\_\_\_\_ Date \_\_\_\_\_

- B. Procedure. The planning director shall review the submitted preliminary vacation plat for completeness. If the preliminary plat does not conform to the requirements of KPB 20.10.080(A)(1), the planning director shall return the plat to the petitioner with a letter describing the deficiencies.

C. Action.

1. The platting authority for the [RIGHT-OF-WAY] vacation plat procedure is vested in the planning director. The planning director shall take action on the plat within twenty Borough working days of acceptance of the preliminary plat, subject to prior acquisition of all necessary outside reviews.
2. Preliminary approval of the plat may not extend beyond one year of the vacation consent in KPB 20.65[70.110]. No extensions of time may be granted.
3. All decisions of the planning director regarding the preliminary plat shall be final.

D. Final Plat.

1. The requirements of the final plat shall be in accord with KPB 20.40.020, KPB 20.65[70.130] and the applicable portions of KPB Chapter 20.60.
2. The requirements of KPB 20.60.190(A)(7) and (D) do not apply to vacation plats.

3. The vacated area shall be shown in a clearly discernible pattern, such as hatching, and shall be labeled as “area vacated by this plat”. The former lot area and current lot area shall be labeled or noted on the plat.
4. The date of the vacation approval by the planning commission, as well as the date of consent to the vacation by the assembly or appropriate city council, shall be noted on the plat.
5. When the preliminary plat has been approved by the planning director under this section, the final plat may be approved by the planning director if the final plat meets the conditions of the preliminary approval and complies with this title. The planning director's approval shall be on a notarized form. The planning director shall report final plat approvals under this section at the next regular plat committee meeting. If the final plat does not meet the conditions of preliminary approval, the planning director shall provide a written explanation describing the deficiencies to the applicant.

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

**20.10.100 Notice; Public Hearing**

- A. Notice of any public hearing required under this title shall be given in accordance with this section.
- B. Required forms of notice are as follows:
  1. Publication in a newspaper of general circulation in the borough prior to the public hearing.
  2. Notices shall be mailed at least 14 days before the public hearing to all record owners of property within a distance of 600 feet of the exterior boundary of the property that is the subject of the application or hearing. All notices shall be mailed to the record owner at the address listed in the current property tax record of the borough assessor.
  3. Notice of the public hearing must be posted on the borough planning department's website and posted on the planning department's bulletin board located at 144 N. Binkley Street, Soldotna, Alaska.

4. The planning director may direct that additional notice of the public hearing be given. The planning commission, at its discretion, may also direct additional notice of the public hearing be given. However, the failure to give such additional notice shall not affect the validity of any proceeding under this title.
- C. Notice required by this section shall state the date, time, and location of the public hearing, a description of the action requested, a description of the property that is the subject of the application, the name of the applicant, the name of the owner of the subject property, and the process for submitting of written comments.
- D. The failure of any person to receive any notice required under this section, where the records of the borough indicate the notice was provided in a timely and proper manner, shall not affect the validity of any proceeding under this title.
- E. Parties whose sole interest in the subdivision is as a beneficiary of a deed of trust, as shown on the certificate to plat, shall be sent certified mail notice by the planning department. If a beneficial interest holder does not respond within 30 days of the date of mailing indicating that the deed of trust either prohibits or allows the proposed platting action, or requires their signature on the plat, the plat may be approved. The owner may submit a letter of non-objection from the beneficial interest holder with the plat in lieu of the notice requirement. If the final certificate to plat shows additional beneficial interest holders, and they have not signed the plat or provided a letter of non-objection, the planning department will send them notice and give them a 30 day response time prior to approval of the final plat.

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

**20.10.110. – Building setback encroachment permits.**

- A. Unless otherwise regulated by city zoning ordinances of properties within its boundaries, any person desiring to construct, or cause, an encroachment within a building setback shall apply for a building setback encroachment permit to the planning department. Failure to obtain an encroachment permit is subject to remedies set forth in KPB 20.10.030.
- B. A permit fee shall be charged for building setback encroachment permit as provided in the current approved Kenai Peninsula Borough Schedule of Rates, Charges and Fees. A person who fails to apply for, and obtain, a building setback encroachment permit prior to an enforcement notice being issued pursuant to KPB 21.50.100 is subject to enforcement.

- C. All building setback encroachments, including those that pre-date the effective date of this ordinance, must apply for a building setback encroachment permit. Permits for building setback encroachments that existed prior to the effective date of this ordinance shall pay the same permit fee as applies to permits received prior to placement or construction of the encroachment.
- D. When the building setback encroachment permit application is complete, it will be scheduled for the next available planning commission meeting.
- E. The following standards shall be considered for all building setback encroachment permit applications:
1. The building setback encroachment may not interfere with road maintenance.
  2. The building setback encroachment may not interfere with sight lines or distances.
  3. The building setback encroachment may not create a safety hazard.
- F. The granting of a building setback encroachment permit will only be for the portion of the improvement or building that is located within the building setback and the permit will be valid for the life of the structure or for a period of time set by the Planning Commission. The granting of a building setback permit will not remove any portion of the 20 foot building setback from the parcel.
- G. The planning commission shall approve or deny a building setback encroachment permit. If approved, a resolution will be adopted by the planning commission and recorded by the planning department within the time frame set out in the resolution to complete the permit. The resolution will require an exhibit drawing showing, and dimensioning, the building setback encroachment permit area. The exhibit drawing shall be prepared, signed and sealed, by a licensed land surveyor.
- H. A decision of the planning commission may be appealed to the hearing officer by a party of record, as defined by KPB 21.20.210, within 15 days of the date of notice of decision in accordance with KPB 21.20.250.

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

**20.10.120. Notice of decision.**

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

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

**20.25.020. Compliance with certain provisions required.**

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

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

**20.25.030. Prints—Type and number to be submitted.**

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

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

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

- A. Pursuant to AS 29.40.010, upon city request first class and home rule cities within the borough [ARE] may be delegated [LIMITED AUTHORITY] platting powers [TO ADOPT BY ORDINANCE SUBDIVISION STANDARDS DIFFERENT FROM THOSE SET FORTH IN THIS CHAPTER].
- B. Proposed vacations, abbreviated subdivision plats, subdivision plat waivers, and preliminary plats showing a subdivision of land lying within the corporate boundary of a first class or home rule city shall be first submitted by the subdivider to the appropriate city for review prior to submittal of the plat to the borough planning department. [IN SUCH INSTANCES, THE

CITY ADVISORY PLANNING COMMISSION SHALL HAVE 49 DAYS FROM THE DATE OF RECEIPT IN WHICH TO REVIEW THE PRELIMINARY PLAT AND TAKE ACTION.]

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

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

**20.25.060. Subdivision or replat in second class city submittal procedure**

- A. Preliminary subdivision plats or replats lying within the corporate boundary of a second class city shall be first submitted to the city for review prior to submittal of the plat to the borough planning department. [THE CITY SHALL HAVE 49 DAYS FROM THE DATE OF SUBMITTAL BY THE SUBDIVIDER TO THE CITY IN WHICH TO REVIEW THE PRELIMINARY PLAT AND SUBMIT COMMENTS TO THE BOROUGH.]
- B. [TO THE EXTENT LIMITED PLATTING AUTHORITY HAS BEEN DELEGATED TO A SECOND CLASS CITY, A] A preliminary plat shall not be submitted to the borough planning department for review unless the

aspects of the subdivision subject to the city authority have been first approved by the city.

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

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

**20.25.070. Form and contents required.**

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

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

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

...

**SECTION 12.** That KPB 20.25.090 is hereby repealed.

**[20.25.090. NOTICE.]**

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

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

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

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

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

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

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

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

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

**20.25.110. Approval—Scope—Expiration restriction.**

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

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

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

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

**20.25.120. Review and appeal.**

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

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

**20.30.060. Easements—Requirements.**

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

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

**SECTION 16.** That KPB 20.30.110 is hereby repealed.

**[20.30.110. - HALF STREETS.]**

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

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

**20.30.120. Streets Width requirements.**

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

...

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

**20.30.150. Streets – Intersection requirements.**

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

...

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

**20.30.240. Building setbacks.**

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

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

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

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

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

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

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

**20.30.250. Building setbacks—Within cities.**

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

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

**20.30.270. Different standards in cities.**

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

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

**20.30.280. Floodplain requirements.**

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

...

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

**20.30.290. Anadromous waters habitat protection district.**

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

**ANADROMOUS WATERS HABITAT PROTECTION DISTRICT NOTE:**

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

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

**20.40.020. Wastewater system review not required**

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

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

...

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

**20.40.030. Abbreviated submittal.**

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

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



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

**20.40.070. Connection to an existing system.**

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

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

\_\_\_\_\_  
(Signature of) Engineer      License #      Date

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

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

**20.40.100. Soils analysis and report.**

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

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

**20.50.010. Exceptions to regulations—Procedure—Commission authority.**

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

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

**20.60.025 Fee required**

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

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

**20.60.070. Plat specifications.**

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

When more than one sheet is submitted, all sheets shall be the same size. Indelible ink or sealant shall be used to insure permanency.

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

**20.60.110. Dimensional data required.**

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

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

**20.60.130. Boundary of subdivision.**

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

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

**20.60.170. Other data required by law.**

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

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

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

**20.60.180. Plat notes.**

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

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

**20.60.210. Approval—Authority—Certificate issued when.**

...

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

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

**CHAPTER 20.65 VACATIONS.**

**20.65.010. Authority; Legislative intent; Scope**

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

**20.65.020. Planning commission recommendation on state easements**

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

**20.65.030. Vacation Criteria**

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

**20.65.040. Vacation Application**

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

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

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

**20.65.050. Action on vacation application**

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

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

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

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

**20.65.060. Title to vacated area**

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

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

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

#### **20.65.070. Alteration of platted utility easements**

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

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

**SECTION 38.** That KPB Chapter 20.70 is hereby repealed.

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

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

B. Converting public street to private street - standards.

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

...

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

**CHAPTER 20.90. DEFINITIONS**

**20.90.010. Definitions generally.**

...

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

...

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

...

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

...

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

...

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

...

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

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

...

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

#### **21.20.210 Definitions**

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

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

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

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

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

**21.20.230. Jurisdiction.**

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

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

**21.20.250. Appeal of planning commission decision to hearing officer.**

...

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

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

...

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

**21.20.270. Record on appeal.**

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

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

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

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

**21.20.280. Written statements.**

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

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

- D. *Service.* Service of written statements shall be made on all parties of record for briefs and on parties permitted to file motions and respond to motions by KPB 21.20.300. Service shall be made by the borough clerk either by mail or personal delivery within two business days of the filing deadline. Service by email or facsimile is permitted when the party to be served has affirmed in writing the acceptance of alternate forms of service.
- E. Additional written statements. Unless the hearing officer requests supplemental written statements from the parties of record or staff, no additional written statements shall be accepted.

**SECTION 46.** That KPB 20.21.300 is hereby amended as follows:

**21.20.300. Motions.**

- A. *Parties.* Motions for continuances, shortened time, or other matters may be filed by the following parties and served in the manner prescribed by KPB 21.20.280(D):
  - 1. The appellant;
  - 2. The applicant if that party is not the appellant;
  - 3. A borough official if borough staff enters an appearance in the matter.

...

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

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

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Kelly Cooper, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough Legal Department

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## MEMORANDUM

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

**THRU:** Charlie Pierce, Mayor *JCB*

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

**DATE:** October 1, 2020

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

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

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

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

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

Your consideration of this ordinance is appreciated.

# Kenai Peninsula Borough

## Legal Department

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### MEMORANDUM

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

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

**CC:** Charlie Pierce, Mayor

**DATE:** October 1, 2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 40** amends KPB 20.90.010 definitions.

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

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

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

**Section 44** amends KPB 21.20.270 to clarify that KPB 21.20 appeals are appeals on the record and new evidence will not be admitted without cause.

**Section 45** amends KPB 21.20.280 for clarification regarding who must submit an opening statement and to clarify when additional written statements are allowed.

**Section 46** amends KPB 21.20.300 to clarify that the borough may only file motions if it enters an appearance in the matter.

**Section 47** sets the effective date of this ordinance.

Kenai Peninsula Borough  
Planning Department

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**MEMORANDUM**

**TO:** Kelly Cooper, Assembly President  
Kenai Peninsula Borough Assembly Members

**FROM:** Marcus Mueller, Acting Planning Director *MM*

**DATE:** September 15, 2020

**RE:** Vacate a 100' Section Line Easement within Tract B, Quartz Creek Subdivision (Plat SW 94-11). The Section Line Easement, running east to west, is unconstructed and located within the SW1/4 Section 25 and the NW1/4 Section 36, Township 5 North, Range 3 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-098V

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In accordance with AS 29.40.140, no vacation of a Borough right-of-way and/or easement may be made without the consent of the Borough Assembly.

During their regularly scheduled meeting of September 14, 2020 the Kenai Peninsula Borough Planning Commission granted approval of the proposed vacation of a portion of a 100' wide section line easement within Tract B, Quartz Creek Subdivision, plat SW 94-11, by majority vote (7-Yes, 1-No) based on the means of evaluating public necessity established by KPB 20.70. This petition is being sent to you for your consideration and action.

A draft copy of the unapproved minutes of the pertinent portion of the meeting and other related materials are attached.

September 14, 2020 Planning Commission Draft Meeting Minutes  
September 14, 2020 Agenda Item E2 Meeting/Desk Packet Materials

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.

**KPB 20.70.130:**

**THE FINAL PLAT MUST BE RECORDED WITHIN ONE YEAR OF THE VACATION CONSENT IN KPB 20.70.110.**

END OF STAFF REPORT

Chair Martin opened the meeting for public comment.

Jess Sweatt, P.O. Box 1103, Seward AK: Mr. Sweatt, one of the petitioners for the proposed vacation, made himself available to the commission for any questions.

Seeing and hearing no one else wishing to comment Chair Martin closed public comment and discussion was opened among the commission.

**MOTION:** Commissioner Ecklund moved, seconded by Commissioner Ruffner, to approve the vacation as petitioned based on the means of evaluating public necessity established by KPB 20.70, subject to staff recommendations and compliance with borough code.

Commissioner Carluccio noted that since this public access easement appeared to go down to the water, was the petitioner required to provide another equal or better access to the water for public use. Mr. Huff replied that to the north of the proposed vacation is a privately owned parcel, Tract B1, so the area proposed for vacation did not go to Kwechack Creek. Mr. Huff also noted that there is a public right-of-way, Bruno Road, which provides access to the creek area.

Chair Martin hearing no further discussion on the motion brought it back to the commission for a vote.

**MOTION PASSED:** Seeing and hearing no discussion or objection, the motion passed by unanimous vote.

Yes	8	No	0	Absent	2
Yes	Bentz, Brantley, Carluccio, Ecklund, Fikes, Martin, Ruffner, Venuti				
No	None				
Absent	Gillham, Morgan				

AGENDA ITEM E. NEW BUSINESS

PC Meeting: September 14, 2020

- 2. Vacate a 100' Section Line Easement within Tract B, Quartz Creek Subdivision (Plat SW 94-11). The Section Line Easement, running east to west, is unconstructed and located within the SW1/4 Section 25 and the NW1/4 Section 36, Township 5 North, Range 3 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-098V

Staff report given by Scott Huff.

Purpose as stated in petition: To allow the development of Tract B with the Cooper Landing Commercial Area Plan.

Petitioners: Three Bears Alaska, Inc. of Wasilla, AK.

Notification: Public notice appeared in the September 2, 2020 issue of the Peninsula Clarion as a separate ad. The public hearing notice was published in the September 10, 2020 issue of the Peninsula Clarion as part of the Commission's tentative agenda.

Public hearing notices were sent by regular mail to two owners within 600 feet of the proposed vacation.

Public hearing notices were emailed to agencies and interested parties as shown below;

State of Alaska Dept. of Fish and Game	Cooper Landing Advisory Planning Commission
State of Alaska DNR	Cooper Landing Emergency Services
State of Alaska DOT	Kenai Peninsula Borough Office - Seward
State of Alaska DNR	Kenai Peninsula Borough Land Management

Public hearing notices were made available to five KPB staff/Departments (Addressing, Code Compliance, Planner, Roads Dept., River Center) via a shared database.

Notices were mailed to the Cooper Landing Post Office and Cooper Landing Community Library with a request to be posted in public locations.

The notice and maps were posted on the Borough bulletin board and Planning Department public hearing notice web site.

Comments Received:

ENSTAR: no comment or recommendation

Chugiak Electric: No comment regarding the vacation activity as described on the preliminary plat.

KPB Addressing: 21949 Sterling Hwy. will be retained on Tract B.

KPB Planning: KPB Planner unavailable. Platting staff review shows no local option zoning district or material site issues associated with this parcel.

KPB River Center: Not within a flood hazard area. Is totally or partially within the Anadromous Waters Habitat Protection District.

KPB Roads Department: Within KPB jurisdiction, no comment.

KPB Code Compliance: A branch of Quartz Creek runs through the parcel. There is a 50 foot buffer along the creek.

Cooper Landing Advisory Planning Commission: Not available at the time the staff report was prepared but if available will be included in the desk packet.

State Parks: No comment.

Staff Discussion: This land was federal land as shown on the US BLM section plat recorded Sept 28, 1992. The section line between Section 25 and Section 36 is depicted as a protracted section line, meaning that the survey markers were not set for this section line.

The property was transferred to the State of Alaska (SOA) and then subdivided by Alaska State Land

Survey 92-22 (plat SW 93-8). Plat note d) states *All parcels of land owned by the State of Alaska, located within 50.00 feet of, or bisected by a surveyed section line, are subject to a 50 foot (50') easement, each side of the section line, which is reserved to the State of Alaska for public highways under A.S. 19.10.010.* Per the State of Alaska Attorney General, a section line easement attaches to protracted section lines.

The borough acquired Tract A ASLS 92-22 and further subdivided the land as shown on Quartz Creek Subdivision (SW 94-11) Tract B, Quartz Creek Subdivision is affected by the protracted section line including 50 foot section line easements on both sides of the section line for a total section line easement width of 100 feet.

Tract B was purchased by Three Bears Alaska, Inc. in 2019. They have begun the process to construct a store on the property. The submitted site plans indicate that the section line easement will hinder their development plan. The tract is approximately 13.5 acres. The portion of the tract affected by the section line easement cannot contain any permanent structures. Approximately 1.9 acres of the property is affected by the section line easement.

KPB staff notes that there are concerns regarding the development plan and the existing conservation easements. Information regarding the allowed use within a conservation easement has been provided to the surveyor and site designer. The owners will need to contact KPB Lands Department with any questions regarding the conservation easement.

If approved, a Section Line Easement Vacation plat associated with Tract B Quartz Creek Subdivision will finalize the proposed section line easement vacations. Per KPB 20.10.080, the right of way vacation plat will be submitted to the Planning Department as a final plat. Since no property lines are changing and the plat is only removing the section line easement it will not be required to be reviewed by the Plat Committee unless staff deems it necessary or the Planning Commission makes it a condition for approval. The Final Plat must meet the requirements of KPB 20.40.020, 20.70.130, and applicable portions of 20.60. The final approval will rest with State of Alaska DNR.

#### **KPB 20.70 – Vacation Requirements.**

*Platting staff comments:* Staff reviewed the vacation and all the items required by 20.70 were met, unless otherwise noted below:

- C. In areas where right-of-way is being vacated due to excessive topographic features, a contour map or centerline profile and/or right-of-way cross sectional view may be required by the commission to substantiate the unusable right-of-way and show alternate and dedicated routes to insure ingress and egress to adjacent lands.

*Platting Staff Comments:* A contour map has been provided in the packet.

**Staff recommendation:**

20.70.130. Vacation plat—Preparation, approval and recording. Upon approval of the vacation request by the planning commission and no veto by the city council or assembly, the applicant shall have a surveyor prepare and submit a plat including the entire area approved for vacation in conformance with KPB 20.10.080. Only the area approved for vacation by the assembly or council may be included on the plat. The final plat must be recorded within one year of the vacation consent in KPB 20.70.110.

*Platting Staff Comments:* A Section Line Easement Vacation plat has not been submitted at this time.

**Staff recommendation:** Submit a Section Line Easement Vacation Plat for KPB review as well as submittal to AK DNR survey section.

20.70.150. Title to vacated area.

- A. The title to the street or other public area vacated on a plat attaches to the lot or lands bordering on the area in equal proportions, except that if the area was originally dedicated by different persons, original boundary lines shall be adhered to so that the street area which lies on one side of the boundary line shall attach to the abutting property on that side, and the street area which lies on the other side of the boundary line shall attach to the property on that side. The portion of a vacated street which lies within the limits of a platted addition attaches to the lots of the platted addition bordering on the area. If a public square is vacated, the title to it vests in the city if it lies within the city and to the borough if it lies within the borough outside a city. If the property vacated is a lot or tract, title vests in the rightful owner.

*Platting Staff Comments: The title to the property will not be affected. Only the section line easement within the parcel is being vacated.*

**Staff recommendation:**

20.70.160. Partial vacation allowed. Where the planning commission finds that a right-of-way must be preserved, but determines there is excessive width for all intended uses within the right-of-way, the commission may approve a partial vacation of a right-of-way such that the width is reduced to the maximum necessary for the intended use. Such vacation shall conform to this title for the class of right-of-way involved except where the right-of-way is not intended to be used for vehicular purposes.

*Platting Staff Comments: The proposed vacation will vacate the entire section line easement within Tract B Quartz Creek Subdivision.*

20.70.170. Vehicular Access. The planning commission shall not approve the vacation of a right-of-way unless an equal or superior right-of-way for vehicular access exists or will be provided in exchange. Where two or more access points are necessary for large vacant or semi-vacant areas of land, the commission shall consider density, use, projected development, and maintain sufficient rights-of-way to serve potential use.

*Platting Staff Comments: The public is not using this portion of the SLE for vehicular access as it does not provide access to public lands or a continuing of right of way. The property fronts the Sterling Highway. There is a dedicated 60 foot right of way, Persistent Way, along the west parcel boundary. Persistent Way extends in a southwestern direction along the Cooper Landing Airstrip property. There is a 100 foot wide public pedestrian access easement along the eastern parcel boundary, 50 foot of which is within Tract B.*

**Staff recommendation:** Complies with 20.70.170.

20.70.180. Other access. Other lawful uses that exist or are feasible for the right-of-way shall be considered when evaluating a vacation request. When such uses exist or could exist within rights-of-way which are not suited for general road use, the commission shall not approve the vacation request, unless it can be demonstrated that equal or superior access is or will be available. The planning commission shall consider whether alternate uses present public safety issues which support approval of the vacation.

*Platting Staff Comments: The existing dedicated ROW provide legal access for all other types of access.*

20.70.190. Utility provisions. All existing and future utility requirements shall be considered when evaluating a vacation request. Rights-of-way which are utilized by a public utility or which logically would be required by a public utility shall not be vacated, unless it can be demonstrated that equal or superior access is or will be available. Where an easement would satisfactorily serve the utility interests, and no other public need for the right-of-way exists, the commission may approve the vacation and require that a public utility easement be granted in place of the right-of-way.

*Platting Staff Comments: Utilities are permitted and allowed to be placed in the outer 10 feet of the dedicated right of ways.*

**Staff recommendation:** Comply with 20.70.190 and grant utility easements requested by providers that can be worked out and agreed upon by all parties.

20.30.220. Section line easement vacations. Section line easement vacation petitions must comply with the requirements of KPB 20.70.040, 20.70.050 and 20.70.060. A fee is required in compliance with KPB 20.70.060. Public hearing and notice must comply with the requirements of KPB 20.70.070, 20.70.080, 20.70.100, 20.70.110 and 20.70.120. The mail notice required in KPB 20.70.090 may be by regular mail. Publication on the planning commission agenda, advertised once in local papers, posted in public areas and on the borough website prior to the meeting will satisfy the publishing requirements. The petitioner is responsible for all submittals required by the State of Alaska Department of Natural Resources (DNR) in compliance with their procedures. The petition must be reviewed and approved by the planning commission but final authority for approval and platting of the vacation rests with DNR. The petitioner is responsible for coordination with DNR and submittals to DNR.

*Platting Staff Comments: A SLEV plat has not been submitted to KPB Planning Department.*

**Staff recommendation:** Submittal of a SLEV plat to the KPB Planning Department and the State of AK DNR – Survey Section.

**STAFF RECOMMENDATION:** Based on the above means of evaluating public necessity established by KPB 20.70, the merits of the proposed vacations, and staff comments, staff recommends approval of the vacation as petitioned, subject to:

1. Consent by the KPB Assembly.
2. Approval by the State of Alaska.
3. Compliance with the requirements for preliminary plats per Chapter 20 of the KPB Code.
4. Grant utility easements requested by the utility providers.
5. Submittal of a final plat within a timeframe such that the plat can be recorded within four years of vacation consent (KPB 20.25.110).

**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.**

**KPB 20.70.130:**

**THE FINAL PLAT MUST BE RECORDED WITHIN FOUR YEARS OF THE VACATION CONSENT IN KPB 20.70.110.**

**END OF STAFF REPORT**

Chair Martin opened the meeting for public comment.

Mike Horn, Farpoint Land Services LLC, 1131 E. 76<sup>th</sup> Ave., #101, Anchorage, AK: Mr. Horn was the surveyor on this project and he made himself available to the commission for questions. He stated that he agreed with staff recommendations and hopes that the commission will approve the section line easement (SLE) vacation. He also stated he was aware of the situation regarding the conservation easement and that it will need to be resolved for the project to move forward.

Steve Mierop, Vice President, Three Bears AK, Inc., 445 N. Pitman, Suite B, Wasilla, AK: Mr. Mierop represented the petitioner, Three Bears AK, Inc. Mr. Mierop stated that early on in this project, even before they purchased the property he spoke to someone at the borough regarding the section line & conservation easement vacations and was informed about the vacation process. Mr. Mierop noted that he was aware when the borough sold the property the conservation easement was not included in the tax assessment of the property. If they are successful with vacating the conservation easement, he understands that there will be an additional tax assessment that they will be required to pay. They need to deal with the SLE vacation first, since the vacation process with the state is much longer. If they are successful then they will move forward with the conservation easement. If they are not successful with the SLE vacation there is no reason to move forward with the conservation easement. Since they cannot build within a SLE, if it is not vacated they will not be able to secure a bank loan for the project.

Seeing and hearing no one else wishing to comment Chair Martin closed public comment and discussion was opened among the commission.

**MOTION:** Commissioner Brantley moved, seconded by Commissioner Ruffner, to approve the vacation as petitioned based on the means of evaluating public necessity established by KPB 20.70, subject to staff recommendations and compliance with borough code.

Commissioner Ecklund had a question for staff, can you explain what the access will be if the SLE easement is vacated, and second, how the site design will protect the creek. Mr. Huff replied a site plan was submitted

but was not used to determine whether the SLE could be vacated. What he looks at is access, currently the SLE provides access to Tract B, which is an airstrip. There is a 60-foot public right-of-way, Persistence Way, which provides legal access to the Sterling Hwy and the airstrip. If the SLE is vacated, there will still be legal access to the lots. Commissioner Ecklund then stated that the Cooper Landing APC expressed concern that one of the access points on the site plan was very close to an anadromous stream. Are any of the proposed access points within the Habitat Protection District (HPD)? Mr. Huff replied that according to the site plan the access points are not within the HPD. The stream is on the eastern boundary of Tract B, and the site plan shows one access point off Persistence Way and another from the Sterling Hwy., neither are within the HDP.

Commissioner Ruffner stated he had no problem separating the two easements. He had not seen a vacation of a conservation easement come before the commission and asked staff what the process would be to do so. Mr. Mueller replied there is no president for buying back a conservation easement. It would be a matter that would have to be brought back to the Planning Commission and possibly the Assembly. How it would work, being that we have not been through this process before, would depend on the proposal brought to borough.

Chair Martin hearing no further discussion on the motion brought it back to the commission for a vote.

**MOTION PASSED:** Seeing and hearing no discussion or objection, the motion passed by majority vote.

Yes		7	No	1	Absent	2
Yes		Bentz, Brantley, Ecklund, Fikes, Martin, Ruffner, Venuti				
No		Carluccio				
Absent		Gillham, Morgan				

AGENDA ITEM E.

NEW BUSINESS

PC Meeting: September 14, 2020

- 3. A Conditional Use Permit is sought pursuant to KPB 21.18 for the construction of a 15-foot by 6-foot high chain link fence beginning at the water's edge attached to a 35-foot by 6-foot high cedar fence within the 50-foot Habitat Protection District of the Kenai River, as established in KPB 21.18.040.

KPB Planning Commission Resolution 2020-27

Staff given by Nancy Carver

**Applicant:** Marilyn DeFord  
PO Box 111433  
Anchorage, AK 99511

**Legal Description:** T5N R10W SEC 30 Seward Meridian KN 0001382 Hodgson Subdivision Lot 13

**Physical Address:** 35795 Sabaca Road, Soldotna

**KPB Parcel Number:** 057-483-18

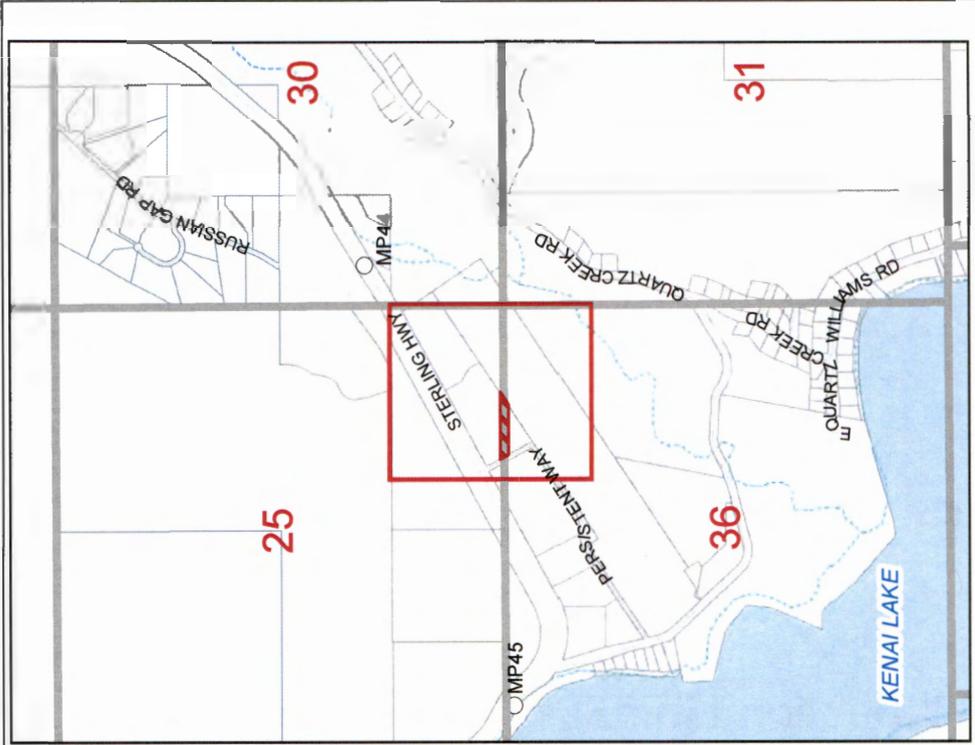
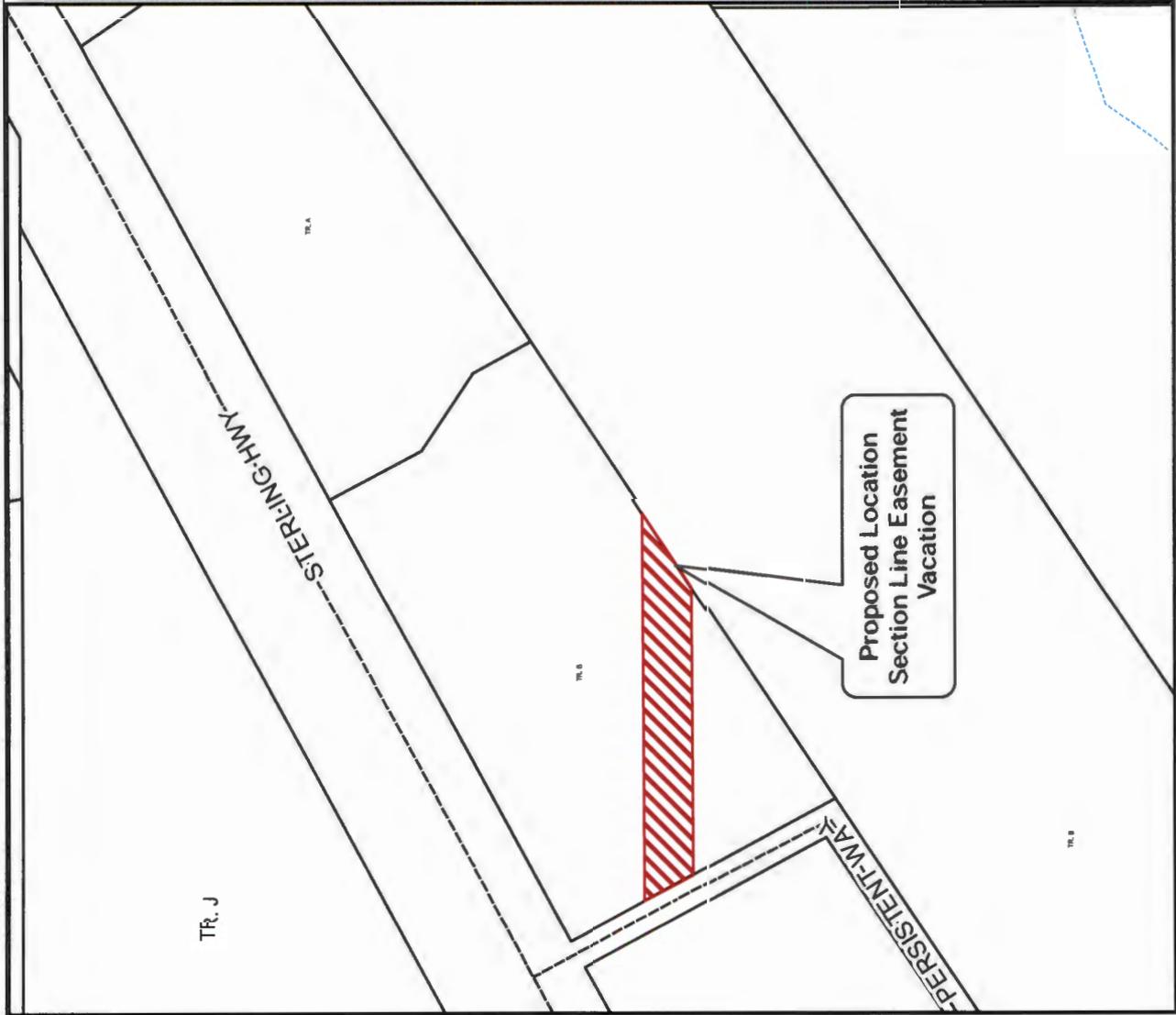
Background Information

In 2005 the applicant submitted an application for: bank restoration, elevated, light penetrating (ELP) structures, and 119 feet of fence along the side property line. A staff permit was issued for all items except the fence which required a Conditional Use Permit (CUP). On September 12, 2005, the Borough Planning Commission unanimously approved Resolution 2005-40, for a fence within the 50-foot Habitat Protection District (HPD). Prior to installation of the fence, the applicant observed severe medical issues prohibiting her moving forward with the CUP, which eventually expired.

On August 21, 2020, the applicant submitted an application for the installation of the fence as originally permitted. The proposed project will include the construction of a 15-foot section of a 6-foot high chain link

## **AGENDA ITEM E. NEW BUSINESS**

- 2. Vacate a 100' Section Line Easement within Tract B, Quartz Creek Subdivision (Plat SW 94-11). The Section Line Easement, running east to west, is unconstructed and located within the SW1/4 Section 25 and the NW1/4 Section 36, Township 5 North, Range 3 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-098V**



KPB 2020-098V  
 S36 T05N R03W  
 S25 T05N R03W  
 COOPER LANDING



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.



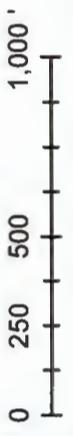
PClements, KPB  
 Date: 8/18/2020



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.



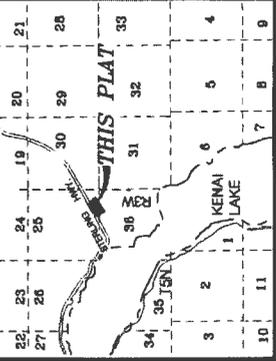
Aerial View



Section Line Easement Vacation

PClements, KPB  
Date: 8/18/2020  
Imagery: FixedWing 2012-13

# Attachment # 4



USGS QUAD, ANCHORAGE (8-9) 1802 REV. 1989 SCALE 1"=1/4 MILE

**CERTIFICATE OF OWNERSHIP:**  
 I (WE) THE UNDERSIGNED, CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THIS PLAT, I (WE) APPROVE THIS SECTION-LINE EASEMENT VACATION PLAT.

**DATE:** \_\_\_\_\_  
 THREE BEARS ALASKA  
 14500 WILSON BLVD, SUITE B  
 WASILLA, AK 99823

**NOTARY'S ACKNOWLEDGEMENT**  
 SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY  
 OF \_\_\_\_\_, 20\_\_\_\_

NOTARY FOR THE STATE OF ALASKA  
 MY COMMISSION EXPIRES \_\_\_\_\_

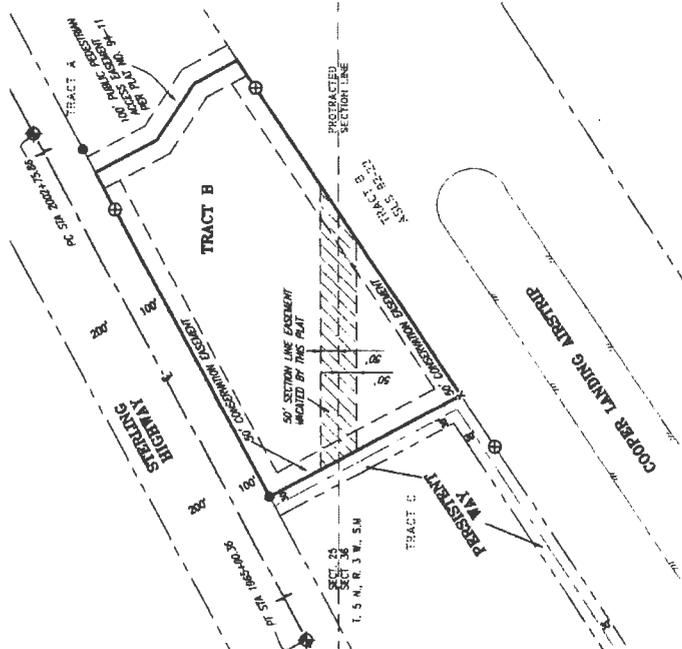
**SURVEYOR'S CERTIFICATE**  
 I (WE) THE UNDERSIGNED, HEREBY CERTIFY THAT I (WE) AM (WE ARE) A REGISTERED LAND SURVEYOR IN THE STATE OF ALASKA, AND THAT THIS PLAT WAS DRAFTED UNDER MY DIRECT SUPERVISION, AND THAT ALL DATA SHOWN HEREON IS TRUE AND CORRECT AS COMPILED FROM EXISTING RECORD INFORMATION.

**DATE:** \_\_\_\_\_  
 REGISTERED LAND SURVEYOR: MICHAEL J. HORNE, 5318  
 REGISTRATION NO. \_\_\_\_\_

**KPB FILE NO. 2020-XXX**

<b>DATE OF SURVEY</b>	<b>NAME OF SURVEYOR</b>
February 20, 2020	FAIRPORT LAND SERVICES
<b>DEPARTMENT OF</b>	<b>DIVISION OF</b>
NATURAL RESOURCES	MINING, LAND & WATER

<b>SECTION-LINE EASEMENT VACATION PLAT</b>
QUARTZ CREEK SUBDIVISION
1131 E. 78TH AVE., SUITE 101 ANCHORAGE, ALASKA 99508
Section 25 & 36, T.5 N., R.3 W., S.4 AC. KENAI PENINSULA BOROUGH
DRAWN BY: J.A.A. APPROVAL RECOMMENDED
DATE: 8/10/2020 CHECKED: _____ DATE: _____
SCALE: 1" = 200' DWT FILE NO. EV-5-###



**CERTIFICATE OF BENEFICIARY:**  
 I (WE) THE UNDERSIGNED, HEREBY CERTIFY THAT I (WE) HOLD A BENEFICIARY INTEREST IN THE PROPERTY SHOWN HEREON.  
 I (WE) HEREBY APPROVE THIS SURVEY AND PLAT.

**BENEFICIARY:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**NOTES:**  
 1. DIAGONALLY HATCHED AREA INDICATES PORTIONS OF THE SECTION-LINE EASEMENTS BEING VACATED WITHIN SECTIONS 25 & 36, T. 5 N., R. 3 W., S. 4 AC. WHICH ARE RESERVED TO THE STATE OF ALASKA FOR DEDICATED PUBLIC RIGHTS-OF-WAY OR EASEMENTS.

2. NO FIELD SURVEY HAS BEEN CONDUCTED IN RELATION TO THE PREPARATION OF THIS SECTION-LINE EASEMENT VACATION PLAT. ALL DIMENSIONS AND OTHER DETAILS AS SHOWN HEREON ARE FROM THE PLAT OF QUARTZ CREEK SUBDIVISION ON FILE AT THE SEWARD RECORDING DISTRICT AS PLAT NO. 94-11.

3. THIS SECTION-LINE EASEMENT VACATION IS IN COMPLIANCE WITH THE FINAL DECISION EV-5-\_\_\_\_ APPROVED \_\_\_\_\_

4. THE ALTERNATE ROUTE IN ACCORDANCE WITH AS 18.30.410 AND/OR 11 AAC 51.085 IS VIA EXISTING PERSENTWAY WAY R-D-W OR EXISTING 100' PEDESTRIAN ACCESS EASEMENT ALONG QUARTZ CREEK PER PLAT NO. 94-11

5. SECTION LINE EASEMENT VACATION WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION ON THE MEETING OF \_\_\_\_\_

**LEGEND:**  
 ○ PRIMARY MONUMENT OF RECORD  
 ● SECONDARY MONUMENT OF RECORD  
 ⊙ DOT MONUMENT OF RECORD  
 ▨ SECTION-LINE EASEMENT VACATED BY THIS PLAT.

**SECTION-LINE EASEMENT VACATION CERTIFICATE APPROVAL RECOMMENDATION**  
 STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES THE VACATION STATEMENT, AS SHOWN HEREON, HAS BEEN REVIEWED BY THE \_\_\_\_\_ REGIONAL OFFICE AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE COMMISSIONER.  
 RECOMMENDED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 TITLE: REGIONAL CHIEF RIGHTS-OF-WAY AGENT

STATE OF ALASKA DIVISION OF MINING, LAND & WATER  
 THE VACATION STATEMENT, AS SHOWN HEREON, HAS BEEN REVIEWED BY THE \_\_\_\_\_ REGIONAL OFFICE AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE COMMISSIONER.  
 RECOMMENDED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 TITLE: DIRECTOR, DIVISION OF MINING, LAND & WATER

THE STATE OF ALASKA, ACTING BY AND THROUGH THE COMMISSIONER OF THE DEPARTMENT OF NATURAL RESOURCES AND THE COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, DOES HEREBY STATE AND DECLARE THAT THE STATE OF ALASKA VACATES AND RELEASES TO THE PUBLIC THE SECTION-LINE EASEMENT SHOWN ON THIS PLAT. EASEMENTS FOR PUBLIC HIGHWAYS RESERVED TO IT UNDER A.S. 18.10.010 (SPECIFIC AREA DELINEATED BY DIAGONAL HATCHING ON THIS PLAT)

**DATE:** \_\_\_\_\_  
 APPROVED: \_\_\_\_\_  
 COMMISSIONER  
 DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**DATE:** \_\_\_\_\_  
 APPROVED: \_\_\_\_\_  
 COMMISSIONER  
 DEPARTMENT OF NATURAL RESOURCES

**PLAT APPROVAL**  
 THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF \_\_\_\_\_  
 KENAI PENINSULA BOROUGH  
 AUTHORIZED OFFICIAL: \_\_\_\_\_

AGENDA ITEM E. PUBLIC HEARINGS

2. Vacate a 100' Section Line Easement within Tract B, Quartz Creek Subdivision (Plat SW 94-11). The Section Line Easement, running east to west, is unconstructed and located within the SW1/4 Section 25 and the NW1/4 Section 36, Township 5 North, Range 3 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-098V

STAFF REPORT

PC Meeting: September 14, 2020

Purpose as stated in petition: To allow the development of Tract B with the Cooper Landing Commercial Area Plan.

Petitioners: Three Bears Alaska, Inc. of Wasilla, AK.

Notification: Public notice appeared in the September 2, 2020 issue of the Peninsula Clarion as a separate ad. The public hearing notice was published in the September 10, 2020 issue of the Peninsula Clarion as part of the Commission's tentative agenda.

Public hearing notices were sent by regular mail to 2 owners within 600 feet of the proposed vacation.

Public hearing notices were emailed to agencies and interested parties as shown below;

State of Alaska Dept. of Fish and Game	Cooper Landing Advisory Planning Commission
State of Alaska DNR	Cooper Landing Emergency Services
State of Alaska DOT	Kenai Peninsula Borough Office - Seward
State of Alaska DNR	Kenai Peninsula Borough Land Management

Public hearing notices were made available to five KPB staff/Departments (Addressing, Code Compliance, Planner, Roads Dept., River Center) via a shared database.

Notices were mailed to the Cooper Landing Post Office and Cooper Landing Community Library with a request to be posted in public locations.

The notice and maps were posted on the Borough bulletin board and Planning Department public hearing notice web site.

Comments Received:

ENSTAR: no comment or recommendation

Chugiak Electric: No comment regarding the vacation activity as described on the preliminary plat.

KPB Addressing: 21949 Sterling Hwy. will be retained on Tract B.

KPB Planning: KPB Planner unavailable. Platting staff review shows no local option zoning district or material site issues associated with this parcel.

KPB River Center: Not within a flood hazard area. Is totally or partially within the Anadromous Waters Habitat Protection District.

KPB Roads Department: Within KPB jurisdiction, no comment.

KPB Code Compliance: A branch of Quartz Creek runs through the parcel. There is a 50 foot buffer along the creek.

Cooper Landing Advisory Planning Commission: Not available at the time the staff report was prepared but if available will be included in the desk packet.

State Parks: No comment.

Staff Discussion: This land was federal land as shown on the US BLM section plat recorded Sept 28, 1992. The section line between Section 25 and Section 36 is depicted as a protracted section line, meaning that the survey markers were not set for this section line.

The property was transferred to the State of Alaska (SOA) and then subdivided by Alaska State Land Survey 92-22 (plat SW 93-8). Plat note d) states *All parcels of land owned by the State of Alaska, located within 50.00 feet of, or bisected by a surveyed section line, are subject to a 50 foot (50') easement, each side of the section line, which is reserved to the State of Alaska for public highways under A.S. 19.10.010.* Per the State of Alaska Attorney General, a section line easement attaches to protracted section lines.

The borough acquired Tract A ASLS 92-22 and further subdivided the land as shown on Quartz Creek Subdivision (SW 94-11) Tract B, Quartz Creek Subdivision is affected by the protracted section line including 50 foot section line easements on both sides of the section line for a total section line easement width of 100 feet.

Tract B was purchased by Three Bears Alaska, Inc. in 2019. They have begun the process to construct a store on the property. The submitted site plans indicate that the section line easement will hinder their development plan. The tract is approximately 13.5 acres. The portion of the tract affected by the section line easement cannot contain any permanent structures. Approximately 1.9 acres of the property is affected by the section line easement.

KPB staff notes that there are concerns regarding the development plan and the existing conservation easements. Information regarding the allowed use within a conservation easement has been provided to the surveyor and site designer. The owners will need to contact KPB Lands Department with any questions regarding the conservation easement.

If approved, a Section Line Easement Vacation plat associated with Tract B Quartz Creek Subdivision will finalize the proposed section line easement vacations. Per KPB 20.10.080, the right of way vacation plat will be submitted to the Planning Department as a final plat. Since no property lines are changing and the plat is only removing the section line easement it will not be required to be reviewed by the Plat Committee unless staff deems it necessary or the Planning Commission makes it a condition for approval. The Final Plat must meet the requirements of KPB 20.40.020, 20.70.130, and applicable portions of 20.60. The final approval will rest with State of Alaska DNR.

**KPB 20.70 – Vacation Requirements.**

Platting staff comments: *Staff reviewed the vacation and all the items required by 20.70 were met, unless otherwise noted below:*

- C. In areas where right-of-way is being vacated due to excessive topographic features, a contour map or centerline profile and/or right-of-way cross sectional view may be required by the commission to substantiate the unusable right-of-way and show alternate and dedicated routes to insure ingress and egress to adjacent lands.

*Platting Staff Comments:* *A contour map has been provided in the packet.*

**Staff recommendation:**

20.70.130. Vacation plat—Preparation, approval and recording. Upon approval of the vacation request by the planning commission and no veto by the city council or assembly, the applicant shall have a surveyor

prepare and submit a plat including the entire area approved for vacation in conformance with KPB 20.10.080. Only the area approved for vacation by the assembly or council may be included on the plat. The final plat must be recorded within one year of the vacation consent in KPB 20.70.110.

*Platting Staff Comments: A Section Line Easement Vacation plat has not been submitted at this time.*

**Staff recommendation:** *Submit a Section Line Easement Vacation Plat for KPB review as well as submittal to AK DNR survey section.*

20.70.150. Title to vacated area.

A. The title to the street or other public area vacated on a plat attaches to the lot or lands bordering on the area in equal proportions, except that if the area was originally dedicated by different persons, original boundary lines shall be adhered to so that the street area which lies on one side of the boundary line shall attach to the abutting property on that side, and the street area which lies on the other side of the boundary line shall attach to the property on that side. The portion of a vacated street which lies within the limits of a platted addition attaches to the lots of the platted addition bordering on the area. If a public square is vacated, the title to it vests in the city if it lies within the city and to the borough if it lies within the borough outside a city. If the property vacated is a lot or tract, title vests in the rightful owner.

*Platting Staff Comments: The title to the property will not be affected. Only the section line easement within the parcel is being vacated.*

**Staff recommendation:**

20.70.160. Partial vacation allowed. Where the planning commission finds that a right-of-way must be preserved, but determines there is excessive width for all intended uses within the right-of-way, the commission may approve a partial vacation of a right-of-way such that the width is reduced to the maximum necessary for the intended use. Such vacation shall conform to this title for the class of right-of-way involved except where the right-of-way is not intended to be used for vehicular purposes.

*Platting Staff Comments: The proposed vacation will vacate the entire section line easement within Tract B Quartz Creek Subdivision.*

20.70.170. Vehicular Access. The planning commission shall not approve the vacation of a right-of-way unless an equal or superior right-of-way for vehicular access exists or will be provided in exchange. Where two or more access points are necessary for large vacant or semi-vacant areas of land, the commission shall consider density, use, projected development, and maintain sufficient rights-of-way to serve potential use.

*Platting Staff Comments: The public is not using this portion of the SLE for vehicular access as it does not provide access to public lands or a continuing of right of way. The property fronts the Sterling Highway. There is a dedicated 60 foot right of way, Persistent Way, along the west parcel boundary. Persistent Way extends in a southwestern direction along the Cooper Landing Airstrip property. There is a 100 foot wide public pedestrian access easement along the eastern parcel boundary, 50 foot of which is within Tract B.*

**Staff recommendation:** *Complies with 20.70.170.*

20.70.180. Other access. Other lawful uses that exist or are feasible for the right-of-way shall be considered when evaluating a vacation request. When such uses exist or could exist within rights-of-way which are not suited for general road use, the commission shall not approve the vacation request, unless it can be demonstrated that equal or superior access is or will be available. The planning commission shall consider whether alternate uses present public safety issues which support approval of the vacation.

*Platting Staff Comments: The existing dedicated ROW provide legal access for all other types of access.*

20.70.190. Utility provisions. All existing and future utility requirements shall be considered when evaluating a vacation request. Rights-of-way which are utilized by a public utility or which logically would be required by a public utility shall not be vacated, unless it can be demonstrated that equal or superior access is or will be available. Where an easement would satisfactorily serve the utility interests, and no other public need for the right-of-way exists, the commission may approve the vacation and require that a public utility easement be granted in place of the right-of-way.

*Platting Staff Comments: Utilities are permitted and allowed to be placed in the outer 10 feet of the dedicated right of ways.*

**Staff recommendation:** *Comply with 20.70.190 and grant utility easements requested by providers that can be worked out and agreed upon by all parties.*

20.30.220. Section line easement vacations. Section line easement vacation petitions must comply with the requirements of KPB 20.70.040, 20.70.050 and 20.70.060. A fee is required in compliance with KPB 20.70.060. Public hearing and notice must comply with the requirements of KPB 20.70.070, 20.70.080, 20.70.100, 20.70.110 and 20.70.120. The mail notice required in KPB 20.70.090 may be by regular mail. Publication on the planning commission agenda, advertised once in local papers, posted in public areas and on the borough website prior to the meeting will satisfy the publishing requirements. The petitioner is responsible for all submittals required by the State of Alaska Department of Natural Resources (DNR) in compliance with their procedures. The petition must be reviewed and approved by the planning commission but final authority for approval and platting of the vacation rests with DNR. The petitioner is responsible for coordination with DNR and submittals to DNR.

*Platting Staff Comments: A SLEV plat has not been submitted to KPB Planning Department.*

**Staff recommendation:** *Submittal of a SLEV plat to the KPB Planning Department and the State of AK DNR – Survey Section.*

**STAFF RECOMMENDATION:** Based on the above means of evaluating public necessity established by KPB 20.70, the merits of the proposed vacations, and staff comments, staff recommends approval of the vacation as petitioned, subject to:

1. Consent by the KPB Assembly.
2. Approval by the State of Alaska.
3. Compliance with the requirements for preliminary plats per Chapter 20 of the KPB Code.
4. Grant utility easements requested by the utility providers.
5. Submittal of a final plat within a timeframe such that the plat can be recorded within four years of vacation consent (KPB 20.25.110).

**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.**

**KPB 20.70.130:**

**THE FINAL PLAT MUST BE RECORDED WITHIN FOUR YEARS OF THE VACATION CONSENT IN KPB 20.70.110.**

END OF STAFF REPORT

Introduced by: Mayor  
Date: April 30, 1991  
Hearing: June 18, 1991  
Action: FAILED AS AMENDED  
Vote: 6 YES, 9 NO  
MOTION TO RECONSIDER: BROWN  
Reconsidered: 7/9/91  
Action: ENACTED AS AMENDED  
Vote: 9 YES, 5 NO

KENAI PENINSULA BOROUGH  
ORDINANCE 91-20

AUTHORIZING A LEASE WITH OPTION TO PURCHASE FOR SHERMAN C. SMITH ON LANDS LOCATED IN THE COOPER LANDING VICINITY AND LOCATED WITHIN A PORTION OF THE NW $\frac{1}{4}$ NE $\frac{1}{4}$  OF SECTION 36 AND A PORTION OF THE S $\frac{1}{2}$ SE $\frac{1}{4}$  OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 3 WEST, SEWARD MERIDIAN AND CLASSIFYING THESE LANDS AS "SALE LANDS"

WHEREAS, an application has been received from Sherman C. "Red" Smith for purchase of ten acres, more or less, located in the Cooper Landing area, for industrial development; and,

WHEREAS, the borough selected the subject land pursuant to the Municipal Entitlement Act and has received a final decision from the State of Alaska approving the selection; and

WHEREAS, a final decision does transfer certain management rights of the land allowing the borough to enter into leases, grant permits, easements, rights-of-way and dispose of lands; and,

WHEREAS, it is not borough policy to sell or otherwise convey title in lands until patent has been issued by the State of Alaska and received by the borough; and,

WHEREAS, on March 11, 1991, a memorandum, maps and supporting backup was sent out for review and comments to the School District, Cooper Landing Community Club, Cooper Landing Advisory Planning Commission, East Peninsula Road Service Area and departments of the borough; and,

NOW THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

Section 1. That a long-term lease with option to purchase is hereby authorized for ten acres, more or less, located within a portion of NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 36 and S $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 25, Township 5 North, Range 3 West, Seward Meridian, Alaska.

Section 2. That the subject lands are hereby classified as "Sale Lands" pursuant to Chapter 17.04 of the KPB Code of Ordinances.

Kenai Peninsula Borough  
Ordinance 91-20  
Page 1 of 2 Pages

Section 3. That the plat which creates the subject ten acre parcel shall designate a fifty foot conservation easement around the perimeter of the site, exclusive of a fifty foot wide entry and exit wherein no live, naturally existing vegetation over 3" in diameter shall be removed.

Section 4. That the annual lease shall be at the rate of six percent (6%) of the borough assessed valuation and shall be reappraised every five (5) years and the fee adjusted accordingly.

Section 5. That upon the borough receiving patent, the lessee may exercise his option to purchase the subject land at the current fair market value. Said purchase may be made by payment in full or a minimum down payment of ten percent (10%) of the fair market value with the remaining principal balance payable in installments at the rate of ten (10%) percent interest.

Section 6. That the Mayor is authorized to sign any documents necessary to effectuate this ordinance and deemed to be in the best interest of the borough.

ENACTED THIS 9<sup>th</sup> DAY OF July BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH.

James W. Skogstad  
James W. Skogstad, Assembly President

ATTEST:

Raymond Naugan  
Borough Clerk

Kenai Peninsula Borough  
Ordinance 91-20  
Page 2 of 2 Pages

NOT FOR CONSTRUCTION  
DEVELOPMENT  
PHASE  
**35%**

REV NO: DATE

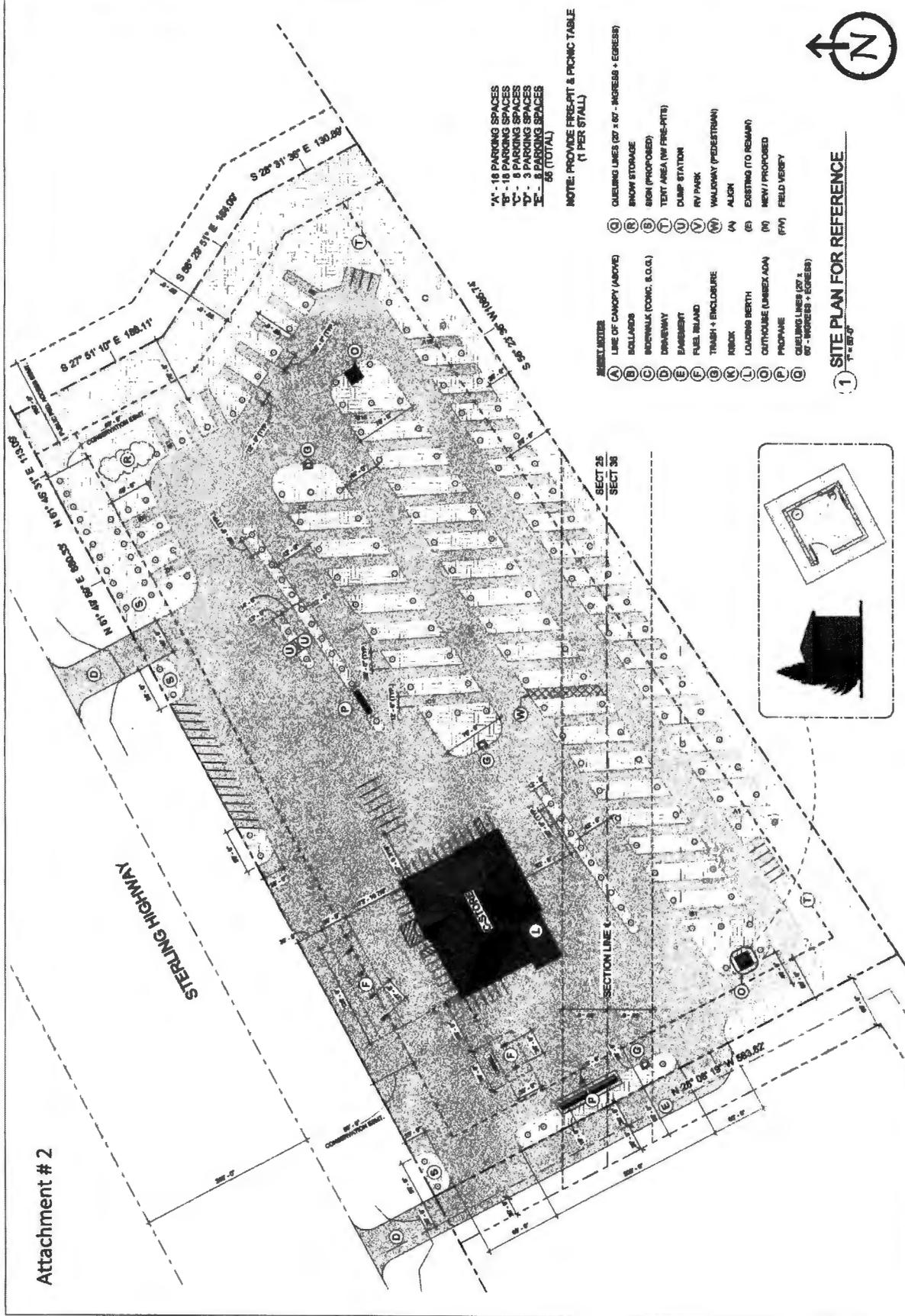
SCOTT A JOES CONSULTANTS ARCHITECTURE ARCHITECTS INC  
**S&J ARCHITECTURE, LLC**

Cooper Landing, AK

**THREE BEARS**

DR: K&K & CH  
CR: SAJ  
DT: 02/21/2020  
JF: PRISM  
DWG SITE

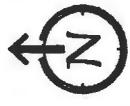
**A2.0**



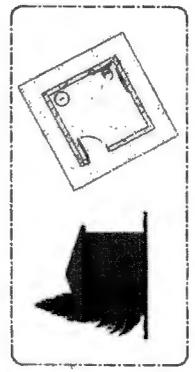
\*A - 18 PARKING SPACES  
\*B - 18 PARKING SPACES  
\*C - 8 PARKING SPACES  
\*D - 3 PARKING SPACES  
\*E - 8 PARKING SPACES  
\*F - 8 (TOTAL)

NOTE: PROVIDE FREIGHT & PICKUP TABLE  
(1 PER STALL)

- LEGEND**
- (A) LINE OF CANOPY (ARCHD)
  - (B) BOLLARDS
  - (C) DRAINWAY
  - (D) DRIVEWAY
  - (E) BARBICENT
  - (F) FUEL ISLAND
  - (G) TRASH + ENCLOSURE
  - (H) RINK
  - (I) LOADING BERTH
  - (J) OUTHOUSE (UMBER ADA)
  - (K) PROPANE
  - (L) CEILING LINES (27' - 87' - INGRESS + EGRESS)
  - (M) QUEUING LINES (27' - 87' - INGRESS + EGRESS)
  - (N) SNOW STORAGE
  - (O) SIGN (PROPOSED)
  - (P) TENT AREA (W/ FIRE-RITE)
  - (Q) DUMP STATION
  - (R) RV PARK
  - (S) WALKWAY (PEDESTRIAN)
  - (T) ALIGN
  - (U) EXISTING (TO REMAIN)
  - (V) NEW/PROPOSED
  - (W) FIELD VERIFY



**1 SITE PLAN FOR REFERENCE**  
1" = 80'



Attachment # 2

11X17 DRAWINGS ARE HALF THE INDICATED SCALE

REVIEW SET • 02/21/2020 •



## **KENAI PENINSULA BOROUGH**

Planning Department \* Land Management Division  
144 North Binkley Street • Soldotna, Alaska 99669-7520  
**PHONE: (907) 714-2205 • FAX: (907) 714-2378**  
Toll-free within the Borough: 1-800-478-4441, Ext. 2200  
[www.kpb.us](http://www.kpb.us)

**MIKE NAVARRE**  
BOROUGH MAYOR

May 3, 2017

Pixie Smith  
309 Katmai Avenue  
Soldotna, AK 99669

Re: Tract B, Quartz Creek Subdivision, SW 94-11  
APN: 119-124-18

Dear Mrs. Smith:

I have some more information to share with you regarding the 50' conservation easement affecting your parcel. It appears that the conservation easement is not solely a Platting matter, it is also a Land Management matter as the interests of the conservation easement belongs to the borough. Removing the plat note does not remove the restriction from the deed; removing the restriction from the deed does not remove the note on the plat. The following is a history of events leading to the borough's sale of Tract B to you, followed by the actions that will need to occur should you decide to proceed with your request.

07/09/1991: The Kenai Peninsula Borough (KPB) enacted Ordinance 91-20 which authorized a long-term lease with option to purchase of ten acres more or less, and classified the lands "sale lands".

- KPB had only received Final Decision from the State which meant land uses could be authorized, but interests in title cannot be conveyed. It is not borough policy to sell or otherwise convey title in lands until KPB has received patent, which meant your option could not be exercised until such time as the State issued a deed to KPB.
- The ordinance required that when the plat was created, your parcel would be subject to a 50' conservation easement around its perimeter "wherein no live, naturally existing vegetation over 3-inches in diameter shall be removed".

07/22/1993: ASLS 92-22, recorded as Plat no. 93-8, creates Tracts A, B, & C.

05/05/1994: Quartz Creek Subdivision (a resub. of Tract A, ASLS 92-22), recorded as Plat no. 94-11, creates Tracts A-E. Tract B is approximately 13.52 acres in total.

02/05/1996: A Real Property Lease was executed authorizing Sherman C. Smith's the use of Tract B, and recorded as document 1996-000263, Seward Recording District.

**04/29/1996:** Real Property Lease was assigned to Pixie A. Smith, and recorded as document 1996-000763, Seward Recording District.

**03/04/1997:** KPB receives State Patent No. 15658 for subject lands located within Sections 30 and 31, T05N, R02W, S.M.

**10/22/1997:** The purchase price of Tract B was determined by a FMV appraisal of 10 acres of vacant land. The FMV appraisal did not consider the 50' conservation easement around the perimeter of your parcel (approximately 3.51 acres in total).

**05/13/1998:** Pursuant to Ordinance 91-20, KPB conveyed Tract B to you via a Statutory Warranty Deed recorded as document no. 1998-000696, Seward Recording District,

- The conveyance was subject to a 50' conservation easement around the perimeter of the parcel wherein no live, naturally existing vegetation over 3" in diameter shall be removed, except for a 50' wide entry and a 50' wide exit. It was also subject to use restrictions for commercial and light industrial purposes.

The KPB is the primary interest holder in the 50' conservation easement affecting your parcel. In order to request to vacate the conservation easement from the deed, or a portion thereof, you will need to complete and submit the enclosed *Petition for Modification of Conveyance Instrument Restrictions*. Because the value of the land remains with the conservation easement, as evidenced by the 1997 appraisal, we expect that the easement would not be released without payment for those interests which were not included at the original sale.

This form can also be found by navigating to the following webpage.

<http://www.kpb.us/images/KPB/LND/Documents/Permits Apps/Mod Con App.pdf>

I hope this information helps clarify the considerations involved and the next steps necessary for requesting a removal of the conservation easement. Please contact me if you have any questions. Thanks!

Sincerely



Julie Denison  
Land Management Technician III  
(907) 714-2203  
[jdenison@kpb.us](mailto:jdenison@kpb.us)



Date: 9/2/2020  
 S. Huff, KPB



AERIAL IMAGERY - 2012

2,000 Feet

1,000

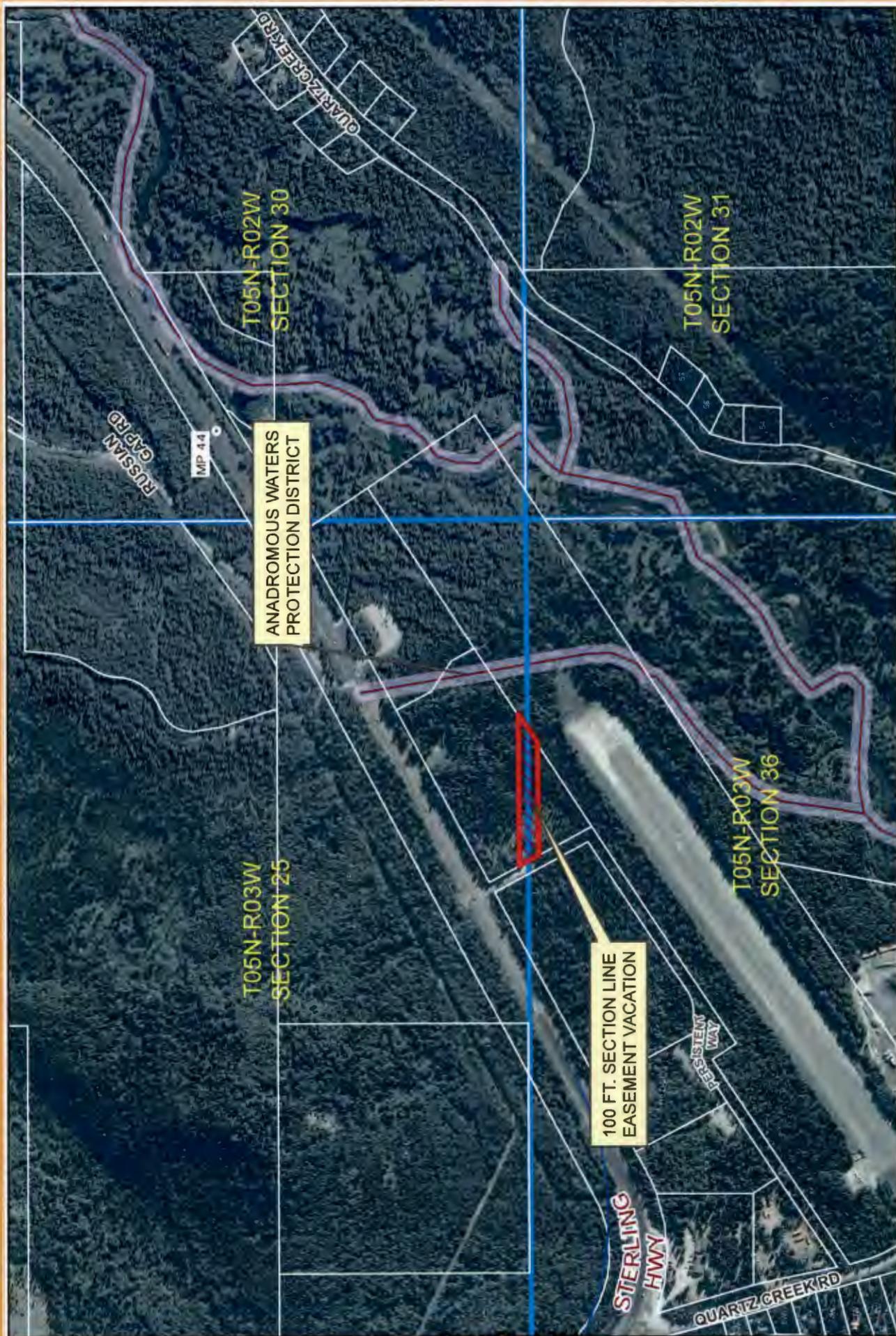
500

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The information depicted hereon is for informational purposes only and is not intended to be used as a legal document. The Kessel Peninsula Borough assumes no responsibility for any errors on this map.







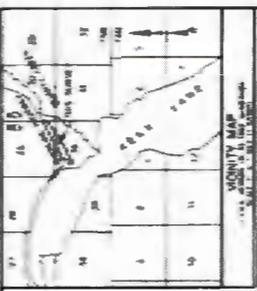
The information depicted herein is a representation of the information available at the time of publication. The Kernal Peninsula Borough assumes no responsibility for any errors on this map.



AERIAL IMAGERY - 2012



Date: 9/2/2020  
S. Huff, KPB



**CURVE TABLE**

LOT	CHORD	ANGLE	PI						
1	100.00	90	1.5708	1.5708	1.5708	1.5708	1.5708	1.5708	1.5708
2	100.00	90	1.5708	1.5708	1.5708	1.5708	1.5708	1.5708	1.5708
3	100.00	90	1.5708	1.5708	1.5708	1.5708	1.5708	1.5708	1.5708
4	100.00	90	1.5708	1.5708	1.5708	1.5708	1.5708	1.5708	1.5708
5	100.00	90	1.5708	1.5708	1.5708	1.5708	1.5708	1.5708	1.5708
6	100.00	90	1.5708	1.5708	1.5708	1.5708	1.5708	1.5708	1.5708
7	100.00	90	1.5708	1.5708	1.5708	1.5708	1.5708	1.5708	1.5708
8	100.00	90	1.5708	1.5708	1.5708	1.5708	1.5708	1.5708	1.5708
9	100.00	90	1.5708	1.5708	1.5708	1.5708	1.5708	1.5708	1.5708
10	100.00	90	1.5708	1.5708	1.5708	1.5708	1.5708	1.5708	1.5708

**LINE TABLE**

LINE NO.	START STATION	END STATION	LENGTH	BEARING
1	0+00	0+100	100.00	N 0° 00' 00" E
2	0+100	0+200	100.00	N 0° 00' 00" E
3	0+200	0+300	100.00	N 0° 00' 00" E
4	0+300	0+400	100.00	N 0° 00' 00" E
5	0+400	0+500	100.00	N 0° 00' 00" E
6	0+500	0+600	100.00	N 0° 00' 00" E
7	0+600	0+700	100.00	N 0° 00' 00" E
8	0+700	0+800	100.00	N 0° 00' 00" E
9	0+800	0+900	100.00	N 0° 00' 00" E
10	0+900	1+000	100.00	N 0° 00' 00" E

**LEGEND**

- 1. ROAD RIGHT OF WAY BOUNDARY AND WIDTH
- 2. PROPERTY BOUNDARY AND WIDTH
- 3. ALL OTHER PROPERTY BOUNDARIES AND WIDTHS
- 4. PROPERTY BOUNDARY OF THIS TRACT
- 5. PROPERTY BOUNDARY OF THIS TRACT
- 6. 1/2" ROAD WITH 10' SIDEWALK

**NOTES**

1. This right of way shows proposed easements for the proposed road, utility, and other easements, including a 10' sidewalk, 10' utility easement, and 10' utility easement.
2. The proposed easements are shown in accordance with the provisions of the applicable laws and regulations.
3. All easements shown shall be subject to the approval of the appropriate governing authority.
4. The proposed easements are shown in accordance with the provisions of the applicable laws and regulations.
5. All easements shown shall be subject to the approval of the appropriate governing authority.

**PLAT APPROVAL**

The plat was approved by the State of Alaska Department of Natural Resources on 10/15/2013.

10/15/2013

**QUARTZ CREEK SUBDIVISION**  
(A Re-subdivision of Tract A ASL 85 339)

THIS SUBDIVISION IS BEING MADE IN ACCORDANCE WITH THE PROVISIONS OF THE ALASKA SUBDIVISION ACT, AS AMENDED.

APPROVED BY: [Signature]

DATE: 10/15/2013

**NOTARY ACKNOWLEDGMENT**

I, Donald E. Gilman, Notary Public for the State of Alaska, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by [Signature].

My commission expires 12/31/2015.

10/15/2013

**NOTARY ACKNOWLEDGMENT**

I, Donald E. Gilman, Notary Public for the State of Alaska, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by [Signature].

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10/15/2013

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My commission expires 12/31/2015.

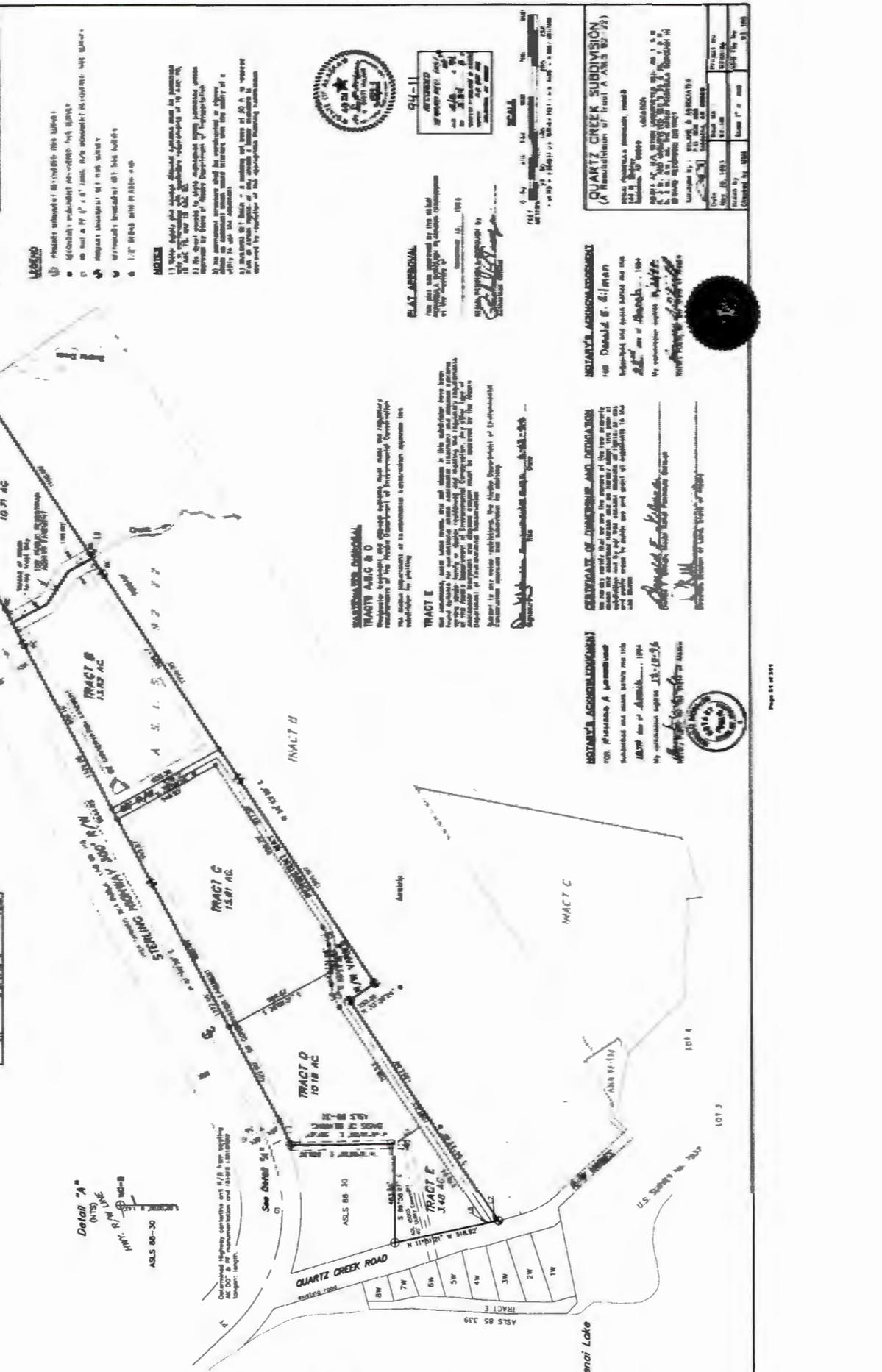
10/15/2013

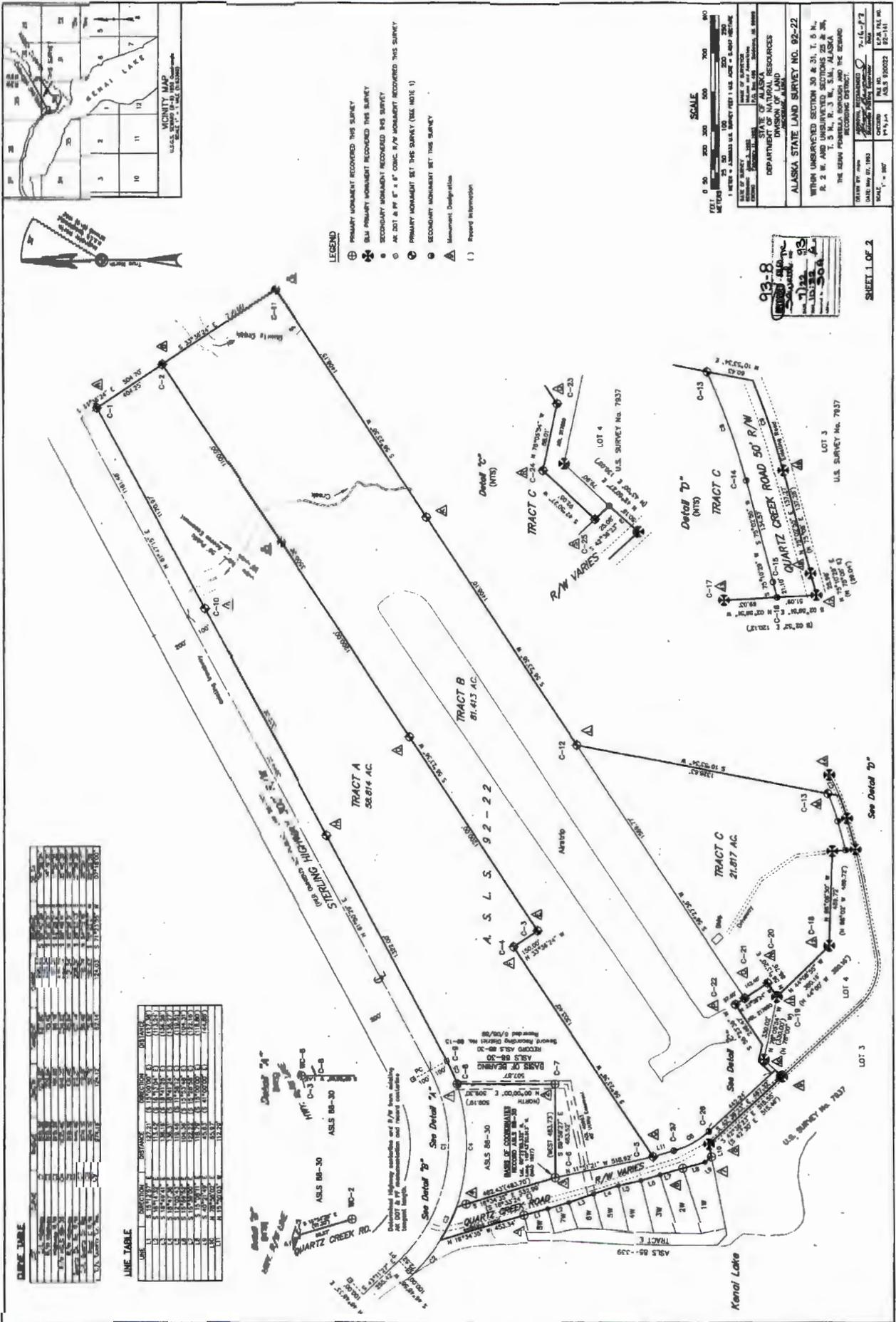
**NOTARY ACKNOWLEDGMENT**

I, Donald E. Gilman, Notary Public for the State of Alaska, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by [Signature].

My commission expires 12/31/2015.

10/15/2013





**DATE TABLE**

DATE	DESCRIPTION	BY	REVISION
11/15/10	ASLS 88-30	ASLS 88-30	1
11/15/10	ASLS 88-30	ASLS 88-30	2
11/15/10	ASLS 88-30	ASLS 88-30	3
11/15/10	ASLS 88-30	ASLS 88-30	4
11/15/10	ASLS 88-30	ASLS 88-30	5
11/15/10	ASLS 88-30	ASLS 88-30	6
11/15/10	ASLS 88-30	ASLS 88-30	7
11/15/10	ASLS 88-30	ASLS 88-30	8
11/15/10	ASLS 88-30	ASLS 88-30	9
11/15/10	ASLS 88-30	ASLS 88-30	10
11/15/10	ASLS 88-30	ASLS 88-30	11
11/15/10	ASLS 88-30	ASLS 88-30	12
11/15/10	ASLS 88-30	ASLS 88-30	13
11/15/10	ASLS 88-30	ASLS 88-30	14
11/15/10	ASLS 88-30	ASLS 88-30	15
11/15/10	ASLS 88-30	ASLS 88-30	16
11/15/10	ASLS 88-30	ASLS 88-30	17
11/15/10	ASLS 88-30	ASLS 88-30	18
11/15/10	ASLS 88-30	ASLS 88-30	19
11/15/10	ASLS 88-30	ASLS 88-30	20
11/15/10	ASLS 88-30	ASLS 88-30	21
11/15/10	ASLS 88-30	ASLS 88-30	22
11/15/10	ASLS 88-30	ASLS 88-30	23
11/15/10	ASLS 88-30	ASLS 88-30	24
11/15/10	ASLS 88-30	ASLS 88-30	25
11/15/10	ASLS 88-30	ASLS 88-30	26
11/15/10	ASLS 88-30	ASLS 88-30	27
11/15/10	ASLS 88-30	ASLS 88-30	28
11/15/10	ASLS 88-30	ASLS 88-30	29
11/15/10	ASLS 88-30	ASLS 88-30	30
11/15/10	ASLS 88-30	ASLS 88-30	31
11/15/10	ASLS 88-30	ASLS 88-30	32
11/15/10	ASLS 88-30	ASLS 88-30	33
11/15/10	ASLS 88-30	ASLS 88-30	34
11/15/10	ASLS 88-30	ASLS 88-30	35
11/15/10	ASLS 88-30	ASLS 88-30	36
11/15/10	ASLS 88-30	ASLS 88-30	37
11/15/10	ASLS 88-30	ASLS 88-30	38
11/15/10	ASLS 88-30	ASLS 88-30	39
11/15/10	ASLS 88-30	ASLS 88-30	40
11/15/10	ASLS 88-30	ASLS 88-30	41
11/15/10	ASLS 88-30	ASLS 88-30	42
11/15/10	ASLS 88-30	ASLS 88-30	43
11/15/10	ASLS 88-30	ASLS 88-30	44
11/15/10	ASLS 88-30	ASLS 88-30	45
11/15/10	ASLS 88-30	ASLS 88-30	46
11/15/10	ASLS 88-30	ASLS 88-30	47
11/15/10	ASLS 88-30	ASLS 88-30	48
11/15/10	ASLS 88-30	ASLS 88-30	49
11/15/10	ASLS 88-30	ASLS 88-30	50
11/15/10	ASLS 88-30	ASLS 88-30	51
11/15/10	ASLS 88-30	ASLS 88-30	52
11/15/10	ASLS 88-30	ASLS 88-30	53
11/15/10	ASLS 88-30	ASLS 88-30	54
11/15/10	ASLS 88-30	ASLS 88-30	55
11/15/10	ASLS 88-30	ASLS 88-30	56
11/15/10	ASLS 88-30	ASLS 88-30	57
11/15/10	ASLS 88-30	ASLS 88-30	58
11/15/10	ASLS 88-30	ASLS 88-30	59
11/15/10	ASLS 88-30	ASLS 88-30	60
11/15/10	ASLS 88-30	ASLS 88-30	61
11/15/10	ASLS 88-30	ASLS 88-30	62
11/15/10	ASLS 88-30	ASLS 88-30	63
11/15/10	ASLS 88-30	ASLS 88-30	64
11/15/10	ASLS 88-30	ASLS 88-30	65
11/15/10	ASLS 88-30	ASLS 88-30	66
11/15/10	ASLS 88-30	ASLS 88-30	67
11/15/10	ASLS 88-30	ASLS 88-30	68
11/15/10	ASLS 88-30	ASLS 88-30	69
11/15/10	ASLS 88-30	ASLS 88-30	70
11/15/10	ASLS 88-30	ASLS 88-30	71
11/15/10	ASLS 88-30	ASLS 88-30	72
11/15/10	ASLS 88-30	ASLS 88-30	73
11/15/10	ASLS 88-30	ASLS 88-30	74
11/15/10	ASLS 88-30	ASLS 88-30	75
11/15/10	ASLS 88-30	ASLS 88-30	76
11/15/10	ASLS 88-30	ASLS 88-30	77
11/15/10	ASLS 88-30	ASLS 88-30	78
11/15/10	ASLS 88-30	ASLS 88-30	79
11/15/10	ASLS 88-30	ASLS 88-30	80
11/15/10	ASLS 88-30	ASLS 88-30	81
11/15/10	ASLS 88-30	ASLS 88-30	82
11/15/10	ASLS 88-30	ASLS 88-30	83
11/15/10	ASLS 88-30	ASLS 88-30	84
11/15/10	ASLS 88-30	ASLS 88-30	85
11/15/10	ASLS 88-30	ASLS 88-30	86
11/15/10	ASLS 88-30	ASLS 88-30	87
11/15/10	ASLS 88-30	ASLS 88-30	88
11/15/10	ASLS 88-30	ASLS 88-30	89
11/15/10	ASLS 88-30	ASLS 88-30	90
11/15/10	ASLS 88-30	ASLS 88-30	91
11/15/10	ASLS 88-30	ASLS 88-30	92
11/15/10	ASLS 88-30	ASLS 88-30	93
11/15/10	ASLS 88-30	ASLS 88-30	94
11/15/10	ASLS 88-30	ASLS 88-30	95
11/15/10	ASLS 88-30	ASLS 88-30	96
11/15/10	ASLS 88-30	ASLS 88-30	97
11/15/10	ASLS 88-30	ASLS 88-30	98
11/15/10	ASLS 88-30	ASLS 88-30	99
11/15/10	ASLS 88-30	ASLS 88-30	100

**LINE TABLE**

LINE NO.	START POINT	END POINT	BEARING	DISTANCE
1	C-1	C-2	S 89° 15' 00" E	100.00
2	C-2	C-3	S 89° 15' 00" E	100.00
3	C-3	C-4	S 89° 15' 00" E	100.00
4	C-4	C-5	S 89° 15' 00" E	100.00
5	C-5	C-6	S 89° 15' 00" E	100.00
6	C-6	C-7	S 89° 15' 00" E	100.00
7	C-7	C-8	S 89° 15' 00" E	100.00
8	C-8	C-9	S 89° 15' 00" E	100.00
9	C-9	C-10	S 89° 15' 00" E	100.00
10	C-10	C-11	S 89° 15' 00" E	100.00
11	C-11	C-12	S 89° 15' 00" E	100.00
12	C-12	C-13	S 89° 15' 00" E	100.00
13	C-13	C-14	S 89° 15' 00" E	100.00
14	C-14	C-15	S 89° 15' 00" E	100.00
15	C-15	C-16	S 89° 15' 00" E	100.00
16	C-16	C-17	S 89° 15' 00" E	100.00
17	C-17	C-18	S 89° 15' 00" E	100.00
18	C-18	C-19	S 89° 15' 00" E	100.00
19	C-19	C-20	S 89° 15' 00" E	100.00
20	C-20	C-21	S 89° 15' 00" E	100.00
21	C-21	C-22	S 89° 15' 00" E	100.00
22	C-22	C-23	S 89° 15' 00" E	100.00
23	C-23	C-24	S 89° 15' 00" E	100.00
24	C-24	C-25	S 89° 15' 00" E	100.00
25	C-25	C-26	S 89° 15' 00" E	100.00
26	C-26	C-27	S 89° 15' 00" E	100.00
27	C-27	C-28	S 89° 15' 00" E	100.00
28	C-28	C-29	S 89° 15' 00" E	100.00
29	C-29	C-30	S 89° 15' 00" E	100.00
30	C-30	C-31	S 89° 15' 00" E	100.00
31	C-31	C-32	S 89° 15' 00" E	100.00
32	C-32	C-33	S 89° 15' 00" E	100.00
33	C-33	C-34	S 89° 15' 00" E	100.00
34	C-34	C-35	S 89° 15' 00" E	100.00
35	C-35	C-36	S 89° 15' 00" E	100.00
36	C-36	C-37	S 89° 15' 00" E	100.00
37	C-37	C-38	S 89° 15' 00" E	100.00
38	C-38	C-39	S 89° 15' 00" E	100.00
39	C-39	C-40	S 89° 15' 00" E	100.00
40	C-40	C-41	S 89° 15' 00" E	100.00
41	C-41	C-42	S 89° 15' 00" E	100.00
42	C-42	C-43	S 89° 15' 00" E	100.00
43	C-43	C-44	S 89° 15' 00" E	100.00
44	C-44	C-45	S 89° 15' 00" E	100.00
45	C-45	C-46	S 89° 15' 00" E	100.00
46	C-46	C-47	S 89° 15' 00" E	100.00
47	C-47	C-48	S 89° 15' 00" E	100.00
48	C-48	C-49	S 89° 15' 00" E	100.00
49	C-49	C-50	S 89° 15' 00" E	100.00
50	C-50	C-51	S 89° 15' 00" E	100.00
51	C-51	C-52	S 89° 15' 00" E	100.00
52	C-52	C-53	S 89° 15' 00" E	100.00
53	C-53	C-54	S 89° 15' 00" E	100.00
54	C-54	C-55	S 89° 15' 00" E	100.00
55	C-55	C-56	S 89° 15' 00" E	100.00
56	C-56	C-57	S 89° 15' 00" E	100.00
57	C-57	C-58	S 89° 15' 00" E	100.00
58	C-58	C-59	S 89° 15' 00" E	100.00
59	C-59	C-60	S 89° 15' 00" E	100.00
60	C-60	C-61	S 89° 15' 00" E	100.00
61	C-61	C-62	S 89° 15' 00" E	100.00
62	C-62	C-63	S 89° 15' 00" E	100.00
63	C-63	C-64	S 89° 15' 00" E	100.00
64	C-64	C-65	S 89° 15' 00" E	100.00
65	C-65	C-66	S 89° 15' 00" E	100.00
66	C-66	C-67	S 89° 15' 00" E	100.00
67	C-67	C-68	S 89° 15' 00" E	100.00
68	C-68	C-69	S 89° 15' 00" E	100.00
69	C-69	C-70	S 89° 15' 00" E	100.00
70	C-70	C-71	S 89° 15' 00" E	100.00
71	C-71	C-72	S 89° 15' 00" E	100.00
72	C-72	C-73	S 89° 15' 00" E	100.00
73	C-73	C-74	S 89° 15' 00" E	100.00
74	C-74	C-75	S 89° 15' 00" E	100.00
75	C-75	C-76	S 89° 15' 00" E	100.00
76	C-76	C-77	S 89° 15' 00" E	100.00
77	C-77	C-78	S 89° 15' 00" E	100.00
78	C-78	C-79	S 89° 15' 00" E	100.00
79	C-79	C-80	S 89° 15' 00" E	100.00
80	C-80	C-81	S 89° 15' 00" E	100.00
81	C-81	C-82	S 89° 15' 00" E	100.00
82	C-82	C-83	S 89° 15' 00" E	100.00
83	C-83	C-84	S 89° 15' 00" E	100.00
84	C-84	C-85	S 89° 15' 00" E	100.00
85	C-85	C-86	S 89° 15' 00" E	100.00
86	C-86	C-87	S 89° 15' 00" E	100.00
87	C-87	C-88	S 89° 15' 00" E	100.00
88	C-88	C-89	S 89° 15' 00" E	100.00
89	C-89	C-90	S 89° 15' 00" E	100.00
90	C-90	C-91	S 89° 15' 00" E	100.00
91	C-91	C-92	S 89° 15' 00" E	100.00
92	C-92	C-93	S 89° 15' 00" E	100.00
93	C-93	C-94	S 89° 15' 00" E	100.00
94	C-94	C-95	S 89° 15' 00" E	100.00
95	C-95	C-96	S 89° 15' 00" E	100.00
96	C-96	C-97	S 89° 15' 00" E	100.00
97	C-97	C-98	S 89° 15' 00" E	100.00
98	C-98	C-99	S 89° 15' 00" E	100.00
99	C-99	C-100	S 89° 15' 00" E	100.00



**SCALE**  
0 50 100 150 200 250 300 350 400 450 500 550 600 650 700 750 800  
FET  
METERS

1 INCH = 100 FEET  
1 CM = 10 METERS

**ALASKA STATE LAND SURVEY NO. 92-22**

DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF LAND

ALASKA STATE LAND SURVEY NO. 92-22  
WITH UNRESERVED SECTION 30 & 31, T. 9 N.,  
R. 2 W. AND UNRESERVED SECTIONS 22 & 26,  
THE KENAI PENINSULA BOROUGH AND THE BOROUGH  
RECORDING DISTRICT.

DATE BY: [Name]  
DATE: May 17, 1983  
SCALE: 1" = 300'

**SHEET 1 OF 2**





# **Kenai Peninsula Borough**

## **PLANNING COMMISSION DESK PACKET**

**September 14, 2020  
7:30 p.m.**

## Clements, Peggy

---

**From:** Cooper Landing Advisory Planning Commision <cooperlandingapc@gmail.com>  
**Sent:** Thursday, September 10, 2020 7:49 AM  
**To:** Janette Cadieux; Hartley, Patricia; Kathy Recken; Laura Johnson; Mueller, Marcus; Yvette Galbraith; Heather Harrison; Fletcher, Sandra; Hindman, Julie; Clements, Peggy; Chris Degernes  
**Subject:** <EXTERNAL-SENDER>2020 09 09 CLAPC Unapproved Minutes  
**Attachments:** 20200909 CLAPC Minutes UNAPP.docx; SR Quartz Creek Sub Tract B SLEV 2020-098V.pdf; 20200708 CLAPC Minutes APPROVED.docx

CAUTION:This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

Commissioners,

Here are the Unapproved Minutes from our September 9th Regular Meeting and the supporting documents not already available on the KPB's CLAPC webpage.

Please note that the CLAPC voted to:

- Disapprove the request for vacation of the section line until such time as the deficiencies in the design can be addressed and shown to the Platting Committee of the KPB Planning Commission and the CLAPC. These deficiencies include: the conservation easement described in Section 3 of KPB Ordinance 91-20 must remain intact, the public access that the section easement provides must be shown to be mitigated in the design, and the anadromous waters that surround this property must be protected.

I have also attached the Approved Minutes from the July 8th Regular Meeting. Please let me know if you need more info or have questions.

Cheers,  
David

**COOPER LANDING ADVISORY PLANNING COMMISSION  
REGULAR MEETING  
LOCATION: ZOOM TELECONFERENCE  
WEDNESDAY, SEPTEMBER 09, 2020  
6:00 PM  
UNAPPROVED MINUTES**

1. CALL TO ORDER – 6:00pm
2. ROLL CALL – J. Cadieux, L. Johnson, K. Recken, D. Story, Y. Galbraith present. H. Harrison, C. Degernes excused. S. Holland, S. Fletcher, K Route attending.
3. APPROVAL OF AGENDA – Y. Galbraith moves to approve as written. L. Johnson seconds. All approve.
4. APPROVAL OF MINUTES for July 08, 2020 – L. Johnson moves to approve as written. Y. Galbraith seconds, all approve.
5. CORRESPONDENCE – none.
6. PUBLIC COMMENT/PRESENTATION WITHOUT PREVIOUS NOTICE – none.
7. REPORT FROM BOROUGH
  - a. DOT&PF Sterling Hwy MP 45-60 Project report and questions/answers. Sean Holland, PE, Project Manager, AKDOTP&F.
    - i. Still working on clearing the preliminary corridor. About 95% complete.
    - ii. Firewood program is going well. Access is still soft and steep in places but there is a lot of wood to access. Estimated at about 150 cords taken by the public so far. KPB and USFS will pursue commercial operators to take some of the wood because the volume is so large.
    - iii. Geotechnical investigation is continuing and will do so as weather holds, likely into November.
    - iv. Aim to hold a public meeting for the 35% design of the highway to share some of the alignment updates around the bridge.
    - v. The final bridge type selection is narrowing down. A decked arch bridge is the current design that is favored.
    - vi. The hope is to get equipment to the bridge site area yet this fall in order to stage for bridge equipment so that work can commence in the spring earlier than waiting for usual road hardening timeline.
    - vii. The Slaughter Gulch trail will need some local input in order to determine the best access and crossing location.

- viii. The Three Bears plat request asked for entry and exit onto the Sterling Highway which DOT believes will be denied in order to consolidate highway access to the Quartz Creek Rd. interchange.

8. OLD BUSINESS – none.

9. NEW BUSINESS

- a. Kenai River Center Multi-Agency Permit Application for rehabilitation of the Seward Highway MP 17-22.5 including drainage improvements, new Victor Creek bridge, bridge updates including bike/ped path on Snow River bridge, some road re-alignment, and other specifics. See permit app for details.
  - i. J. Cadieux said that without a representative to explain some of the decisions, it is difficult to know how some of the assessments are made. She said that it would be useful to know some of how these decisions are made and would help with learning about other projects. S. Fletcher said she would contact Nancy Carver to find out if she could be available for such explanations of this and future projects. J. Cadieux will share some already identified questions so that those individuals can be prepared to respond to some of them specifically.
  - ii. The CLAPC is thankful for the opportunity to review the project information provided. The scope of the project is large and has introduced more questions that we feel would be benefitted by a representative who can speak to some of the specifics. We would like to invite any representatives who might be able to join us at our next meeting.

10. PLAT REVIEW

- a. Preliminary plat, KPB 2020-098v, Tract B, Sterling Hwy frontage lot, east of Sunrise, near the KPB transfer site.
  - i. K. Recken asked about the design drawing which shows encroachments on the 50' conservation easement that surrounds the property.
  - ii. J. Cadieux said that there is also a need to provide access if the section line is vacated and the current design places this access near the anadromous stream Denaina Creek.
  - iii. J. Cadieux emailed with KPB Platting Specialist Scott Huff who said that this preliminary design did not take into account these two limitations and that an updated design will be required to address these deficiencies.
  - iv. K. Recken moves to disapprove the request for vacation of the section line until such time as the deficiencies in the design can be addressed and shown to the Platting Committee of the KPB Planning Commission and the CLAPC. These deficiencies include: the conservation easement described in Section 3 of KPB Ordinance 91-20 must remain intact, the public access that the section easement provides must be shown to be mitigated in the

design, and the anadromous waters that surround this property must be protected. Y. Galbraith seconds. All approve.

11. INFORMATION and ANNOUNCEMENTS

- a. J. Cadieux said that the Cooper Landing Community Club is working with the CLAPC to draft letters to trail websites to: 1. Promote trail etiquette and best use practices, 2. Contribute as a partner to the stewardship of non-maintained trails that are advertised or promoted on their sites or to consider not promoting non-maintained trails at all.

12. COMMISSIONER'S COMMENTS – none.

13. ADJOURNMENT – L. Johnson moves to adjourn. Y. Galbraith seconds. All approve. 7:32pm.

For more information or to submit comments please contact:

David Story, Secretary Treasurer or Janette Cadieux, Chair, P.O. Box 694, Cooper Landing, 99572 [CooperLandingAPC@gmail.com](mailto:CooperLandingAPC@gmail.com)

Kenai Peninsula Borough  
Planning Department

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**MEMORANDUM**

**TO:** Kelly Cooper, Assembly President  
Kenai Peninsula Borough Assembly Members

**FROM:** Marcus Mueller, Acting Planning Director 

**DATE:** September 15, 2020

**RE:** Vacate the 66 foot wide public right of way easement within Lot 2B and Lot 3B Questa Woods Estates #6, plat SW 2003-14. The public right-of-way easement was labeled and granted as a 66 foot wide section line easement per Questa Woods Estates #6, Plat SW 2003-14. The right of way being vacated is unconstructed and located within the SE 1/4 of Section 14, Township 1 North, Range 1 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-094V.

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In accordance with AS 29.40.140, no vacation of a Borough right-of-way and/or easement may be made without the consent of the Borough Assembly.

During their regularly scheduled meeting of September 14, 2020 the Kenai Peninsula Borough Planning Commission granted approval of the proposed vacation 66-foot wide public right-of-way easement within Lot 2B & Lot 3B Questa Woods Estates #6, plat SW 2003-14, by unanimous vote based on the means of evaluating public necessity established by KPB 20.70. This petition is being sent to you for your consideration and action.

A draft copy of the unapproved minutes of the pertinent portion of the meeting and other related materials are attached.

September 14, 2020 Planning Commission Draft Meeting Minutes  
September 14, 2020 Agenda Item E1 Meeting Packet

- \*7. Minutes
  - a. August 24, 2020 Planning Commission Meeting

**\*Approved with the adoption of the consent agenda.**

Chair Martin asked if anyone present want to speak or had concerns about any of the items on the consent or regular agendas. Seeing and hearing no one wishing to comment, Chair Martin returned the discussion to the Commission. He then asked Ms. Shirnberg to read into the record the items on the consent agenda.

**MOTION:** Commissioner Carluccio moved, seconded by Commissioner Ecklund to approve the consent agenda and the regular agenda.

**MOTION PASSED:** Seeing and hearing no discussion or objection, the motion passed by unanimous consent.

Yes	8	No	0	Absent	2
Yes	Bentz, Brantley, Carluccio, Ecklund, Fikes, Martin, Ruffner, Venuti				
No	None				
Absent	Gillham, Morgan				

**AGENDA ITEM D. OLD BUSINESS – NONE**

**AGENDA ITEM E. NEW BUSINESS**

**AGENDA ITEM E. NEW BUSINESS**

PC Meeting: September 14, 2020

Staff report given by Scott Huff.

1. Vacate the 66 foot wide public right of way easement within Lot 2B and Lot 3B Questa Woods Estates #6, plat SW 2003-14. The public right-of-way easement was labeled and granted as a 66 foot wide section line easement per Questa Woods Estates #6, Plat SW 2003-14. The right of way being vacated is unconstructed and located within the SE 1/4 of Section 14, Township 1 North, Range 1 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-094V.

**Purpose as stated in petition:** Easement was to be removed on the plat when surveyed. Deemed there is no section line easement.

**Petitioners:** David J. Smith, Melanie K. Smith, Melissa Hughes, and Jess Sweatt of Seward, AK.

**Notification:** Public notice appeared in the September 2, 2020 issue of the Seward Journal as a separate ad. The public hearing notice was published in the September 9, 2020 issue of the Seward Journal as part of the Commission’s tentative agenda.

20 certified mailings were sent to owners of property within 300 feet of the proposed vacation. 0 receipts had been returned when the staff report was prepared.

Public hearing notices were sent by regular mail to 30 owners within 600 feet of the proposed vacation.

Notification including the submittal sketch was emailed to the following agencies and interested parties;

State of Alaska DNR  
 State of Alaska DOT & PF  
 State of Alaska Dept. of Fish and Game  
 Alaska Communications Systems

GCI  
 ENSTAR Natural Gas Company  
 Seward – KPB office  
 Seward EMS

Seward utilities

Bear Creek EMS Dept.

Public hearing notices were made available to 5 KPB staff/Departments (Addressing, Code Compliance, Planner, Roads Dept., River Center) via a shared database.

Notices were mailed to the Seward Post Office and Seward Community Library with a request to be posted in public locations.

The notice and maps were posted on the Borough bulletin board and Planning Department public hearing notice web site.

Comments Received:

ACS: ACS has no objection (not our serving area)

ENSTAR: No comments, recommendations, or objections.

KPB Addressing: No address changes with right of way vacation.

KPB Planning: KPB Planer is unavailable. Platting department review found no issues with local option zoning or material sites.

KPB River Center: This ROW vacation is located within a flood hazard area, Seward Bear Creek Flood Service Area., Map Panel 020012-4542D. It is not located within the floodway. All portions of waterways found within the Seward-Bear Creek Flood Service Area are exempt from KPB 21.18, Anadromous Waters Habitat Protection.

KPB Roads Department: Within KPB jurisdiction, no comments.

State Parks: No comments.

Staff Discussion: Questa Woods Estates Number 6, plat SW 2003-14 depicted and labeled a 33' section line easement on each side of the section line between Section 14 and Section 13, T1N, R1W, S.M. The section line transects Lots 2B and 3B.

KPB Staff research shows that the date of homestead entry was July, 31, 1916. If the date of entry predates April 6, 1923 (date of enabling legislation for section line easemetns) there is no section line easement. KPB staff verified and confirmed with State of Alaska DNR (Joe Poydack) that there is no section line easement in this area.

Because the subdivision plat depicted section line easements, it therefore granted easements with the same qualities as a section line easement. This would allow for public access, installation of roads, and installation of utilities.

The public access easement that transects Lots 2B and 3B limits the available area for home construction and placement of septic systems. Public Right of Ways exist to provide legal access to all neighboring parcels. No parcels will be denied access or utility easements. KPB Roads Department maintains the nearby constructed roadways.

If approved, the final right of way vacation plat will finalize the proposed right of way vacations. Due to the section line easement only being in existence because of placement on a plat the State of Alaska will not require a Section Line Easement Vacation Plat. If the Planning Commission approves this vacation it will be finalized by the submittal of a right of way vacation plat to be reviewed only by KPB Staff. Per KPB 20.10.080, the right of way vacation plat will be submitted to the Planning Department as a final plat. Since no property lines are changing and the plat is only removing the access easement it will not be required to be reviewed by the Plat Committee unless staff deems it necessary or the Planning Commission makes it

a condition for approval. The Final Plat must meet the requirements of KPB 20.40.020, 20.70.130, and applicable portions of 20.60.

#### **KPB 20.70 – Vacation Requirements.**

*Platting staff comments:* Staff reviewed the vacation and all the items required by 20.70 were met, unless otherwise noted below:

20.70.130. Vacation plat—Preparation, approval and recording. Upon approval of the vacation request by the planning commission and no veto by the city council or assembly, the applicant shall have a surveyor prepare and submit a plat including the entire area approved for vacation in conformance with KPB 20.10.080. Only the area approved for vacation by the assembly or council may be included on the plat. The final plat must be recorded within one year of the vacation consent in KPB 20.70.110.

*Platting Staff Comments:* If the Planning Commission approves the vacation it will be forwarded to the Kenai Peninsula Borough Assembly to be heard within 30 days.

**Staff recommendation:** Comply with 20.70.130.

20.70.150. Title to vacated area.

- A. The title to the street or other public area vacated on a plat attaches to the lot or lands bordering on the area in equal proportions, except that if the area was originally dedicated by different persons, original boundary lines shall be adhered to so that the street area which lies on one side of the boundary line shall attach to the abutting property on that side, and the street area which lies on the other side of the boundary line shall attach to the property on that side. The portion of a vacated street which lies within the limits of a platted addition attaches to the lots of the platted addition bordering on the area. If a public square is vacated, the title to it vests in the city if it lies within the city and to the borough if it lies within the borough outside a city. If the property vacated is a lot or tract, title vests in the rightful owner.

*Platting Staff Comments:* This action is to remove an access easement mistakenly labeled as a section line easement. The vacation of this easement will not change any existing property lines as the easement sits atop the current property.

**Staff recommendation:** Comply with 20.70.150.

20.70.170. Vehicular Access. The planning commission shall not approve the vacation of a right-of-way unless an equal or superior right-of-way for vehicular access exists or will be provided in exchange. Where two or more access points are necessary for large vacant or semi-vacant areas of land, the commission shall consider density, use, projected development, and maintain sufficient rights-of-way to serve potential use.

*Platting Staff Comments:* The existing access easement runs through the owner's property and is very close to a structure. It is not constructed for vehicular access. The easement extends north through privately owned property, Tract A1B, Questa Woods Estates #8, Plat SW 2004-13 and to Kwechack Creek. The owner of Tract A1B was notified by certified mail. Tract A1B has additional access by way of Southgate Court and Bruno Road.

**Staff recommendation:** Complies with 20.70.170.

20.70.180. Other access. Other lawful uses that exist or are feasible for the right-of-way shall be considered when evaluating a vacation request. When such uses exist or could exist within rights-of-way which are not suited for general road use, the commission shall not approve the vacation request, unless it can be demonstrated that equal or superior access is or will be available. The planning commission shall consider whether alternate uses present public safety issues which support approval of the vacation.

*Platting Staff Comments:* The access easement is not currently in use by other lawful activities.

**Staff recommendation:** Complies with 20.70.180.

20.70.190. Utility provisions. All existing and future utility requirements shall be considered when evaluating a vacation request. Rights-of-way which are utilized by a public utility or which logically would be required by a public utility shall not be vacated, unless it can be demonstrated that equal or superior access is or will be available. Where an easement would satisfactorily serve the utility interests, and no other public need for the right-of-way exists, the commission may approve the vacation and require that a public utility

easement be granted in place of the right-of-way.

*Platting Staff Comments: The public access easement (labeled as a section line easement) is not currently being used by utility providers. A 10 foot wide utility easement adjoins the right of way dedications within the subdivision and provides a location for the placement of utility lines.*

**Staff recommendation:** *Comply with 20.70.190 and if necessary grant utility easements requested by utility providers, or work out an agreement between all parties.*

20.70.200. Waterfront access provisions. A right-of-way which serves to provide access to public waters shall not be vacated unless such a right-of-way is wholly impractical to all modes of transport including pedestrian or the use of such right-of-way causes damage to the right-of-way, adjacent properties, the waterbody or the watercourse, or threatens public safety which cannot otherwise be corrected and where such continued damage or threat would be contrary to the public interest.

*Platting Staff Comments: The public access easement provides access to Kwechack Creek. Bruno Road fronts Kwechack Creek for more than 1,000 ft. and it located 365 feet away from the section line easement. Bruno Road provides equal and superior access to Kwechack Creek*

**Staff recommendation:**

20.70.210. Other public areas. Dedications of land for use other than rights-of-way, which are considered for vacation, shall be approved only when it is in the public interest. The commission shall consider the intended purpose of the area, and any future uses of the area when making a decision. When a legitimate public purpose is or would be served by use of the area proposed for vacation, the commission shall not approve the vacation, unless the ownership of the land by the city or borough in a form other than dedicated would adequately serve the intended use.

*Platting Staff Comments: This public access easement is not needed for other uses such as utility or drainage.*

**Staff recommendation:**

20.30.220. Section line easement vacations. Section line easement vacation petitions must comply with the requirements of KPB 20.70.040, 20.70.050 and 20.70.060. A fee is required in compliance with KPB 20.70.060. Public hearing and notice must comply with the requirements of KPB 20.70.070, 20.70.080, 20.70.100, 20.70.110 and 20.70.120. The mail notice required in KPB 20.70.090 may be by regular mail. Publication on the planning commission agenda, advertised once in local papers, posted in public areas and on the borough website prior to the meeting will satisfy the publishing requirements. The petitioner is responsible for all submittals required by the State of Alaska Department of Natural Resources (DNR) in compliance with their procedures. The petition must be reviewed and approved by the planning commission but final authority for approval and platting of the vacation rests with DNR. The petitioner is responsible for coordination with DNR and submittals to DNR.

*Platting Staff Comments: The State of Alaska has reviewed this request and discussed with the owners. Due to how this easement came into existence State of Alaska DNR will not require submittal, review, and approval of the petition and will not have to finalize the vacation.*

**Staff recommendation:**

**STAFF RECOMMENDATION:** Based on the above means of evaluating public necessity established by KPB 20.70, the merits of the proposed vacations, and staff comments, staff recommends approval of the vacations as petitioned, subject to:

1. Consent by KPB Assembly.
2. Compliance with the requirements for plats per Chapter 20 of the KPB Code.
3. Grant utility easements requested by the utility providers.
4. 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).

**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.

**KPB 20.70.130:**

**THE FINAL PLAT MUST BE RECORDED WITHIN ONE YEAR OF THE VACATION CONSENT IN KPB 20.70.110.**

END OF STAFF REPORT

Chair Martin opened the meeting for public comment.

Jess Sweatt, P.O. Box 1103, Seward AK: Mr. Sweatt, one of the petitioners for the proposed vacation, made himself available to the commission for any questions.

Seeing and hearing no one else wishing to comment Chair Martin closed public comment and discussion was opened among the commission.

**MOTION:** Commissioner Ecklund moved, seconded by Commissioner Ruffner, to approve the vacation as petitioned based on the means of evaluating public necessity established by KPB 20.70, subject to staff recommendations and compliance with borough code.

Commissioner Carluccio noted that since this public access easement appeared to go down to the water, was the petitioner required to provide another equal or better access to the water for public use. Mr. Huff replied that to the north of the proposed vacation is a privately owned parcel, Tract B1, so the area proposed for vacation did not go to Kwechack Creek. Mr. Huff also noted that there is a public right-of-way, Bruno Road, which provides access to the creek area.

Chair Martin hearing no further discussion on the motion brought it back to the commission for a vote.

**MOTION PASSED:** Seeing and hearing no discussion or objection, the motion passed by unanimous vote.

Yes	8	No	0	Absent	2
Yes	Bentz, Brantley, Carluccio, Ecklund, Fikes, Martin, Ruffner, Venuti				
No	None				
Absent	Gillham, Morgan				

AGENDA ITEM E. NEW BUSINESS

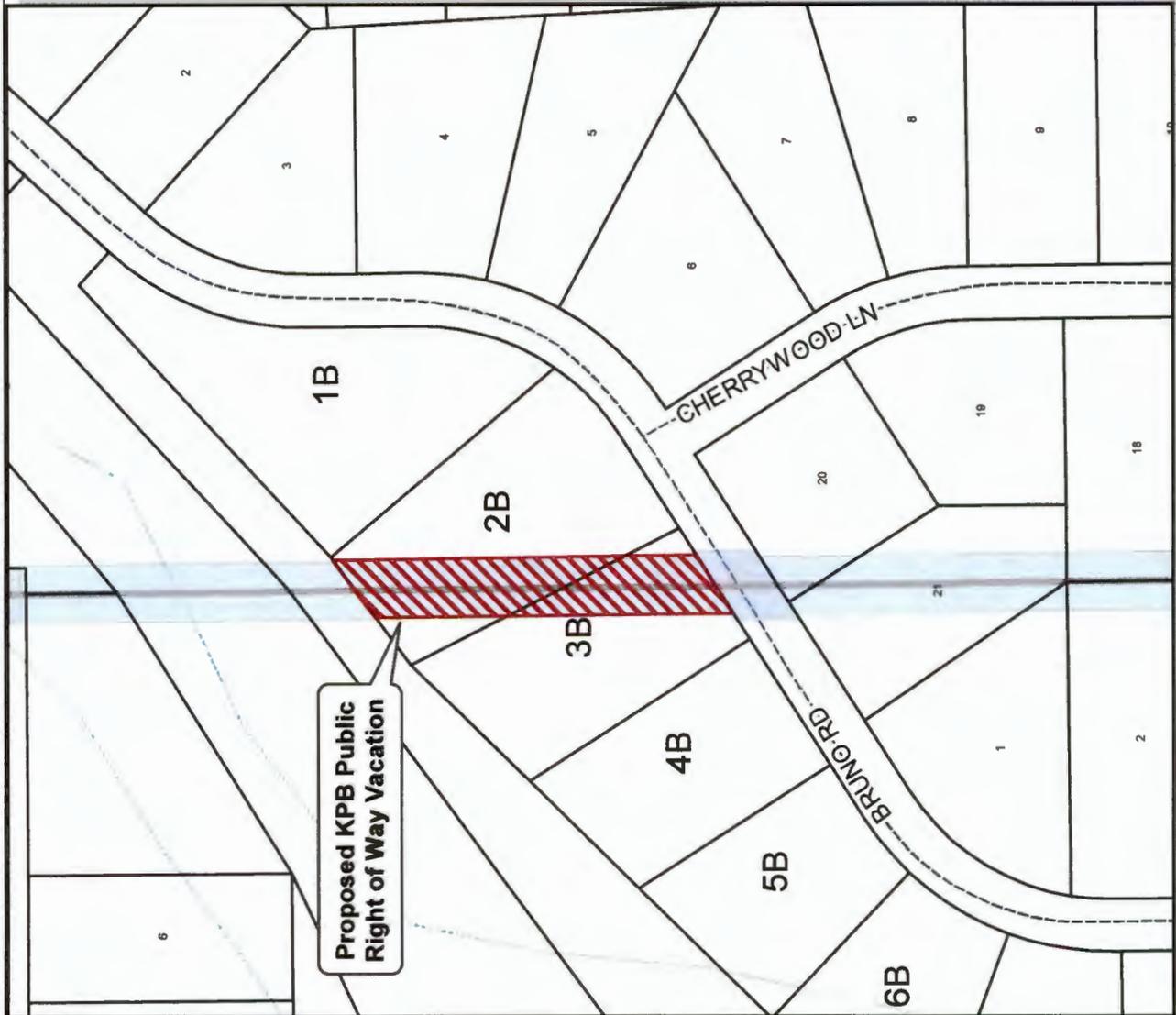
PC Meeting: September 14, 2020

- 2. Vacate a 100' Section Line Easement within Tract B, Quartz Creek Subdivision (Plat SW 94-11). The Section Line Easement, running east to west, is unconstructed and located within the SW1/4 Section 25 and the NW1/4 Section 36, Township 5 North, Range 3 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-098V

Staff report given by Scott Huff.

## **AGENDA ITEM E. NEW BUSINESS**

- 1. Vacate the 66 foot wide public right of way easement within Lot 2B and Lot 3B Questa Woods Estates #6, plat SW 2003-14. The public right-of-way easement was labeled and granted as a 66 foot wide section line easement per Questa Woods Estates #6, Plat SW 2003-14. The right of way being vacated is unconstructed and located within the SE 1/4 of Section 14, Township 1 North, Range 1 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-094V.**



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.



**KPB 2020-094V**  
**S14 T01N R01W**  
**BEAR CREEK**

PClements, KPB  
 Date: 8/6/2020



PClements, KP  
 Date: 8/6/2020  
 Imagery: SBCFSA

 KP Public Right of Way Vacation



Aerial View

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.



# QUESTA WOODS ESTATES #6

A subdivision of Tract B Questa Woods Estates #5 (SVD 2001-15) and a 20 acre adjacent tract located in the SE 1/4 Section 14 & the NW 1/4 & SW 1/4 Section 13, T1N R1W S1N, Alaska Seward Recording District 1498 File # 2003-044

**Prepared for**  
JB Woods  
P.O. Box 1733  
Seward, AK 99564

**Prepared by**  
Johnson Surveying  
Box 27  
Don Gulch, AK 99568

**SCALE 1" = 200'** AREA = 43.276 acres  
25 February, 2003

### LEGEND

- - 2" x 1/8" U.S. brass cap monument 1911 Found
  - ⊕ - 2" x 1/2" aluminum monument 725-S, 1998 Found
  - ⊙ - 1/2" rebar lot corner Found
  - - 1" plastic cap on rebar 7338-S, 1998 Found
  - △ - 1" plastic cap on rebar 7338-S, 2000 Found
  - ▲ - 2" x 1/2" aluminum monument 7328-S, 2000 Found
- Field Notes - Flood hazard area boundaries FIRM 1981  
1 - 1" plastic cap on 1/2" x 4" rebar, set  
11 - record information source cited

**NOTES**

- 1 A building setback of 20' from all street, ROW's is required unless a lesser standard is approved by a resolution of the appropriate planning commission. Front 10' of building setback is also a utility easement. All utility easements shall be constructed and placed within an easement which would interfere with the ability of a utility to use the easement.
- 2 Roads must meet the design and construction standards established by the borough in order to be considered for certification and inclusion in the road maintenance program.
- 3 Lots within this subdivision may be located within a designated Flood Hazard area. If such is the case, development must comply with Title 21, Chapter 06 of the Kenai Peninsula Borough Code of Ordinances. A survey to determine the elevation of the property may be required prior to construction.

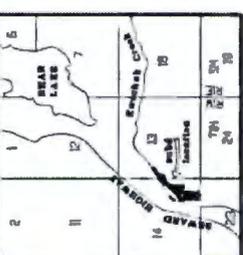
### WASTEWATER DISPOSAL

TRACTS B1, C, & D:  
These lots are at least 200,000 square feet or a central 5 acres in size and conditions may not be suitable for on-site wastewater treatment and disposal. Any wastewater treatment and disposal system must meet the regulatory requirements of the Alaska Dept of Environmental Conservation.

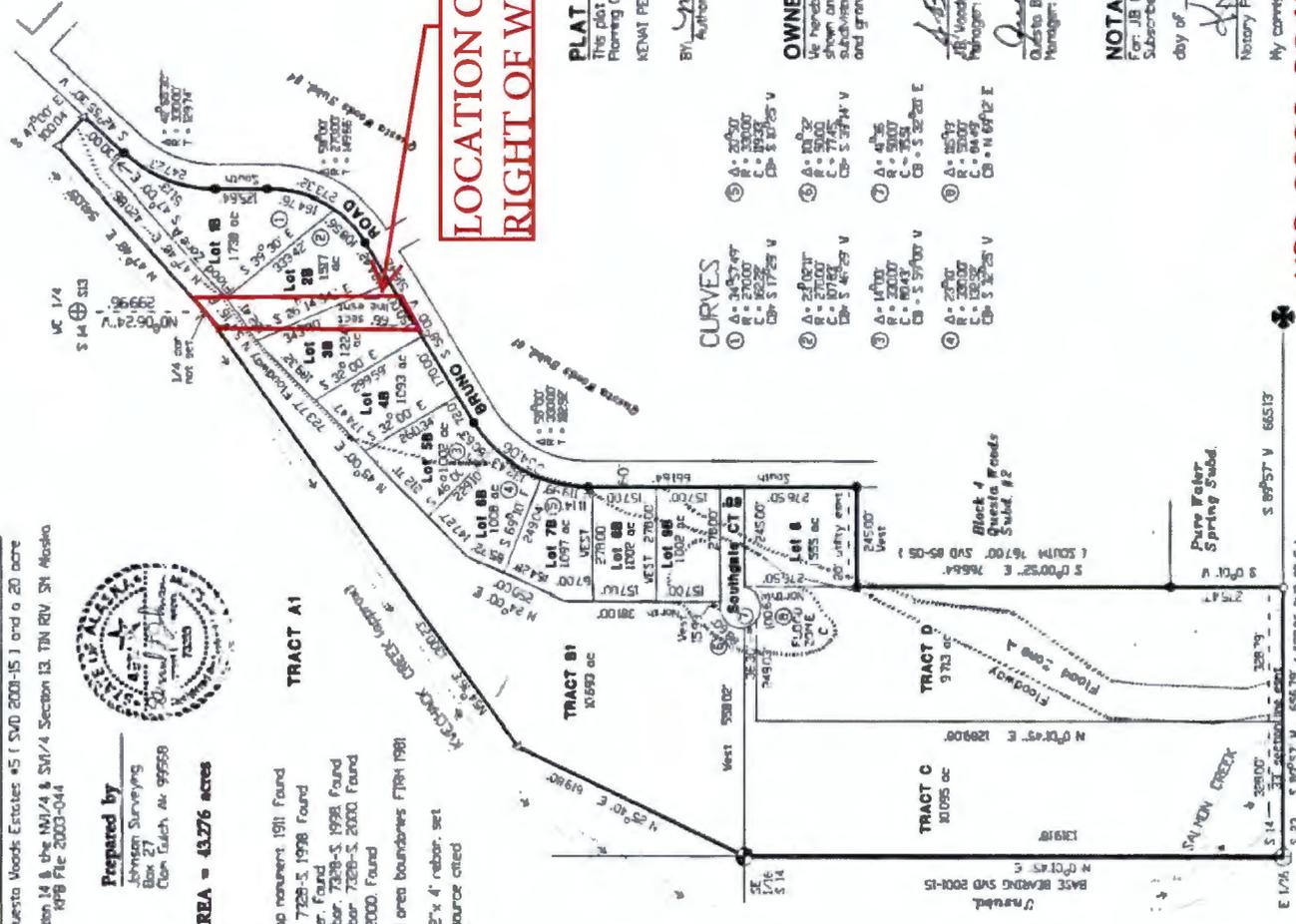
LOTS 1B thru 9B:  
Soil conditions water table levels and soil slopes in this subdivision have been found suitable for conventional on-site wastewater treatment and disposal systems serving single family or multi-family residences and meeting the regulatory requirements of the Kenai Peninsula Borough. Any other type of on-site wastewater treatment and disposal system must be designed by a professional engineer registered to practice in Alaska, and the design must be approved by the Alaska Dept of Environmental Conservation.

LOT 8 BLOCK 4:  
Soil conditions in this subdivision have been found unsuitable for conventional on-site wastewater treatment and disposal systems. Plans for an alternate wastewater disposal system for use on lots in this subdivision are included in the Engineers Subdivision and SUD Papers and are available from the Kenai Peninsula Borough. Any other type of on-site wastewater treatment and disposal system must be designed by a professional engineer registered to practice in Alaska, and the design must be approved by the Alaska Dept of Environmental Conservation.

*John J. Jones* 3/19/03  
\_\_\_\_\_  
Signature License # Date



2003-14  
**RECORDED-FILED**  
SEWARD, AK REC DIST  
DATE JAN 21 2003  
FILE # 2003-044  
Requested by  
Box 27 Surveying  
Don Gulch AK 99568



LOCATION OF PUBLIC RIGHT OF WAY

**PLAT APPROVAL**  
This plat was approved by the Kenai Peninsula Borough Planning Commission at the meeting of 2/24/2003  
KENAI PENINSULA BOROUGH  
BY *Stephanie Hill*  
Authorized Official

15/12/2003  
LUNG

**OWNERSHIP CERTIFICATE & DEDICATION**  
We hereby certify that we are the owners of the real property shown and described hereon and that we hereby dedicate this subdivision and by our free consent dedicate all ROW's to public use and grant all easements to the use shown.

*JB Woods*  
JB Woods, P.O. Box 1733 Seward, AK 99564  
Manager, Shepherd Group LLC

*Questa Woods*  
Questa Woods, P.O. Box 1733 Seward, AK 99564  
Manager, Shepherd Group LLC

**NOTARY'S ACKNOWLEDGEMENT**  
I, JB Woods, Subscribed and sworn to before me this \_\_\_\_\_ day of August, 2003

*Kristy A. Johnson*  
Notary Public For Alaska



My commission expires \_\_\_\_\_  
**KPB 2020-094V**

AGENDA ITEM E. PUBLIC HEARINGS

1. Vacate the 66 foot wide public right of way easement within Lot 2B and Lot 3B Questa Woods Estates #6, plat SW 2003-14. The public right-of-way easement was labeled and granted as a 66 foot wide section line easement per Questa Woods Estates #6, Plat SW 2003-14. The right of way being vacated is unconstructed and located within the SE 1/4 of Section 14, Township 1 North, Range 1 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2020-094V.

STAFF REPORT

PC Meeting: September 14, 2020

Purpose as stated in petition: Easement was to be removed on the plat when surveyed. Deemed there is no section line easement.

Petitioners: David J. Smith, Melanie K. Smith, Melissa Hughes, and Jess Sweatt of Seward, AK.

Notification: Public notice appeared in the September 2, 2020 issue of the Seward Journal as a separate ad. The public hearing notice was published in the September 9, 2020 issue of the Seward Journal as part of the Commission's tentative agenda.

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KPB River Center: This ROW vacation is located within a flood hazard area, Seward Bear Creek Flood Service Area., Map Panel 020012-4542D. It is not located within the floodway. All portions of waterways

found within the Seward-Bear Creek Flood Service Area are exempt from KPB 21.18, Anadromous Waters Habitat Protection.

KPB Roads Department: Within KPB jurisdiction, no comments.

State Parks: No comments.

Staff Discussion: Questa Woods Estates Number 6, plat SW 2003-14 depicted and labeled a 33' section line easement on each side of the section line between Section 14 and Section 13, T1N, R1W, S.M. The section line transects Lots 2B and 3B.

KPB Staff research shows that the date of homestead entry was July, 31, 1916. If the date of entry predates April 6, 1923 (date of enabling legislation for section line easements) there is no section line easement. KPB staff verified and confirmed with State of Alaska DNR (Joe Poydack) that there is no section line easement in this area.

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If approved, the final right of way vacation plat will finalize the proposed right of way vacations. Due to the section line easement only being in existence because of placement on a plat the State of Alaska will not require a Section Line Easement Vacation Plat. If the Planning Commission approves this vacation it will be finalized by the submittal of a right of way vacation plat to be reviewed only by KPB Staff. Per KPB 20.10.080, the right of way vacation plat will be submitted to the Planning Department as a final plat. Since no property lines are changing and the plat is only removing the access easement it will not be required to be reviewed by the Plat Committee unless staff deems it necessary or the Planning Commission makes it a condition for approval. The Final Plat must meet the requirements of KPB 20.40.020, 20.70.130, and applicable portions of 20.60.

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Platting staff comments: Staff reviewed the vacation and all the items required by 20.70 were met, unless otherwise noted below:

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*Platting Staff Comments:* If the Planning Commission approves the vacation it will be forwarded to the Kenai Peninsula Borough Assembly to be heard within 30 days.

**Staff recommendation:** Comply with 20.70.130.

20.70.150. Title to vacated area.

- A. The title to the street or other public area vacated on a plat attaches to the lot or lands bordering on the area in equal proportions, except that if the area was originally dedicated by different persons, original boundary lines shall be adhered to so that the street area which lies on one side of the boundary line shall attach to the abutting property on that side, and the street area which lies on the other side of the boundary line shall attach to the property on that side. The portion of a vacated street which lies within the limits of a platted addition attaches to the lots of the platted

addition bordering on the area. If a public square is vacated, the title to it vests in the city if it lies within the city and to the borough if it lies within the borough outside a city. If the property vacated is a lot or tract, title vests in the rightful owner.

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**Staff recommendation:** Complies with 20.70.170.

20.70.180. Other access. Other lawful uses that exist or are feasible for the right-of-way shall be considered when evaluating a vacation request. When such uses exist or could exist within rights-of-way which are not suited for general road use, the commission shall not approve the vacation request, unless it can be demonstrated that equal or superior access is or will be available. The planning commission shall consider whether alternate uses present public safety issues which support approval of the vacation.

*Platting Staff Comments: The access easement is not currently in use by other lawful activities.*

**Staff recommendation:** Complies with 20.70.180.

20.70.190. Utility provisions. All existing and future utility requirements shall be considered when evaluating a vacation request. Rights-of-way which are utilized by a public utility or which logically would be required by a public utility shall not be vacated, unless it can be demonstrated that equal or superior access is or will be available. Where an easement would satisfactorily serve the utility interests, and no other public need for the right-of-way exists, the commission may approve the vacation and require that a public utility easement be granted in place of the right-of-way.

*Platting Staff Comments: The public access easement (labeled as a section line easement) is not currently being used by utility providers. A 10 foot wide utility easement adjoins the right of way dedications within the subdivision and provides a location for the placement of utility lines.*

**Staff recommendation:** Comply with 20.70.190 and if necessary grant utility easements requested by utility providers, or work out an agreement between all parties.

20.70.200. Waterfront access provisions. A right-of-way which serves to provide access to public waters shall not be vacated unless such a right-of-way is wholly impractical to all modes of transport including pedestrian or the use of such right-of-way causes damage to the right-of-way, adjacent properties, the waterbody or the watercourse, or threatens public safety which cannot otherwise be corrected and where such continued damage or threat would be contrary to the public interest.

*Platting Staff Comments: The public access easement provides access to Kwechack Creek. Bruno Road fronts Kwechack Creek for more than 1,000 ft. and it located 365 feet away from the section line easement. Bruno Road provides equal and superior access to Kwechack Creek*

**Staff recommendation:**

20.70.210. Other public areas. Dedications of land for use other than rights-of-way, which are considered for vacation, shall be approved only when it is in the public interest. The commission shall consider the intended purpose of the area, and any future uses of the area when making a decision. When a legitimate public purpose is or would be served by use of the area proposed for vacation, the commission shall not

approve the vacation, unless the ownership of the land by the city or borough in a form other than dedicated would adequately serve the intended use.

*Platting Staff Comments: This public access easement is not needed for other uses such as utility or drainage.*

**Staff recommendation:**

20.30.220. Section line easement vacations. Section line easement vacation petitions must comply with the requirements of KPB 20.70.040, 20.70.050 and 20.70.060. A fee is required in compliance with KPB 20.70.060. Public hearing and notice must comply with the requirements of KPB 20.70.070, 20.70.080, 20.70.100, 20.70.110 and 20.70.120. The mail notice required in KPB 20.70.090 may be by regular mail. Publication on the planning commission agenda, advertised once in local papers, posted in public areas and on the borough website prior to the meeting will satisfy the publishing requirements. The petitioner is responsible for all submittals required by the State of Alaska Department of Natural Resources (DNR) in compliance with their procedures. The petition must be reviewed and approved by the planning commission but final authority for approval and platting of the vacation rests with DNR. The petitioner is responsible for coordination with DNR and submittals to DNR.

*Platting Staff Comments: The State of Alaska has reviewed this request and discussed with the owners. Due to how this easement came into existence State of Alaska DNR will not require submittal, review, and approval of the petition and will not have to finalize the vacation.*

**Staff recommendation:**

STAFF RECOMMENDATION: Based on the above means of evaluating public necessity established by KPB 20.70, the merits of the proposed vacations, and staff comments, staff recommends approval of the vacations as petitioned, subject to:

1. Consent by KPB Assembly.
2. Compliance with the requirements for plats per Chapter 20 of the KPB Code.
3. Grant utility easements requested by the utility providers.
4. 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).

**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.**

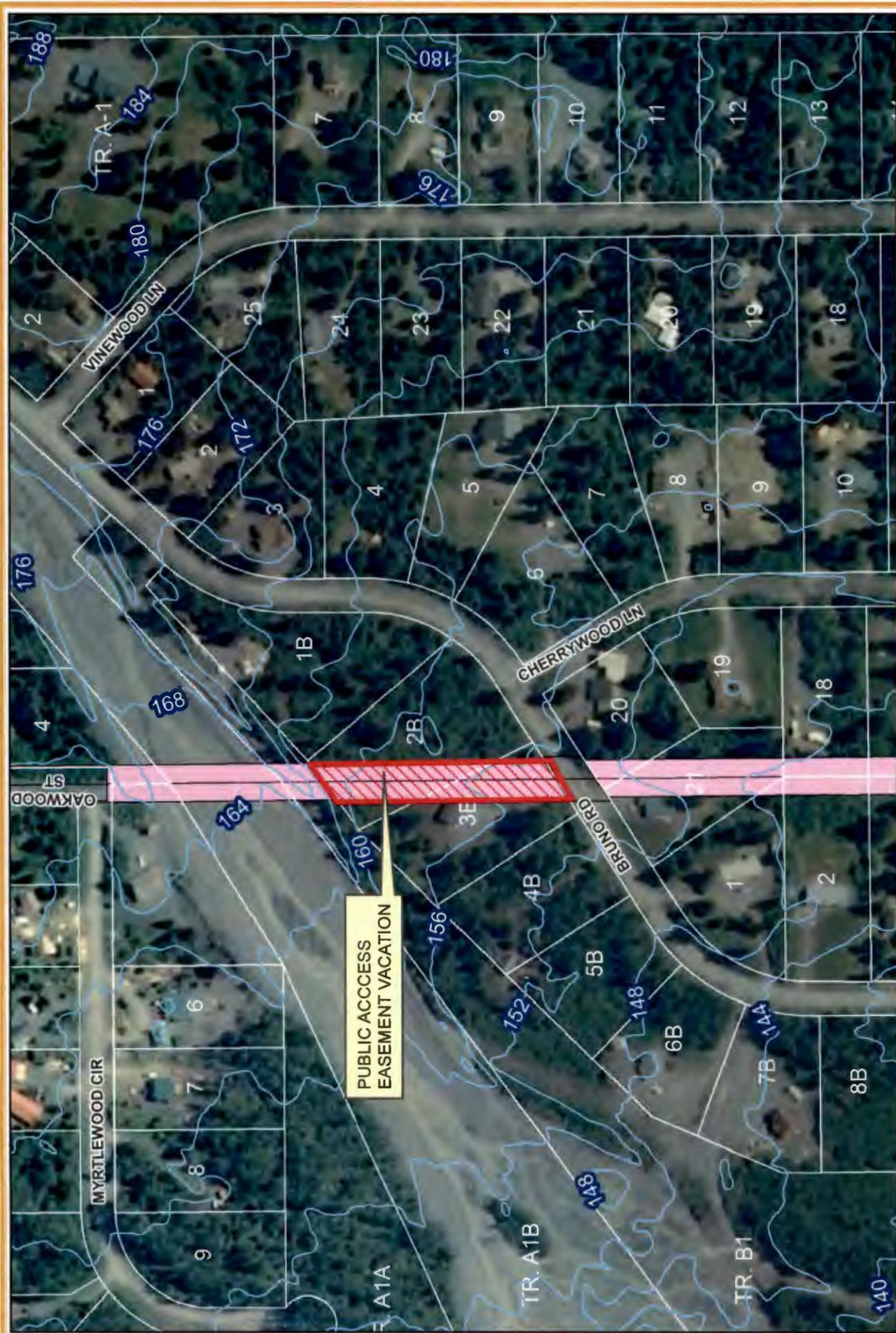
**KPB 20.70.120:**

- 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.**

**KPB 20.70.130:**

**THE FINAL PLAT MUST BE RECORDED WITHIN ONE YEAR OF THE VACATION CONSENT IN KPB 20.70.110.**

END OF STAFF REPORT

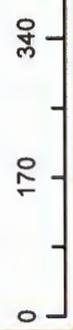


Date: 9/2/2020  
S. Huff, KPB

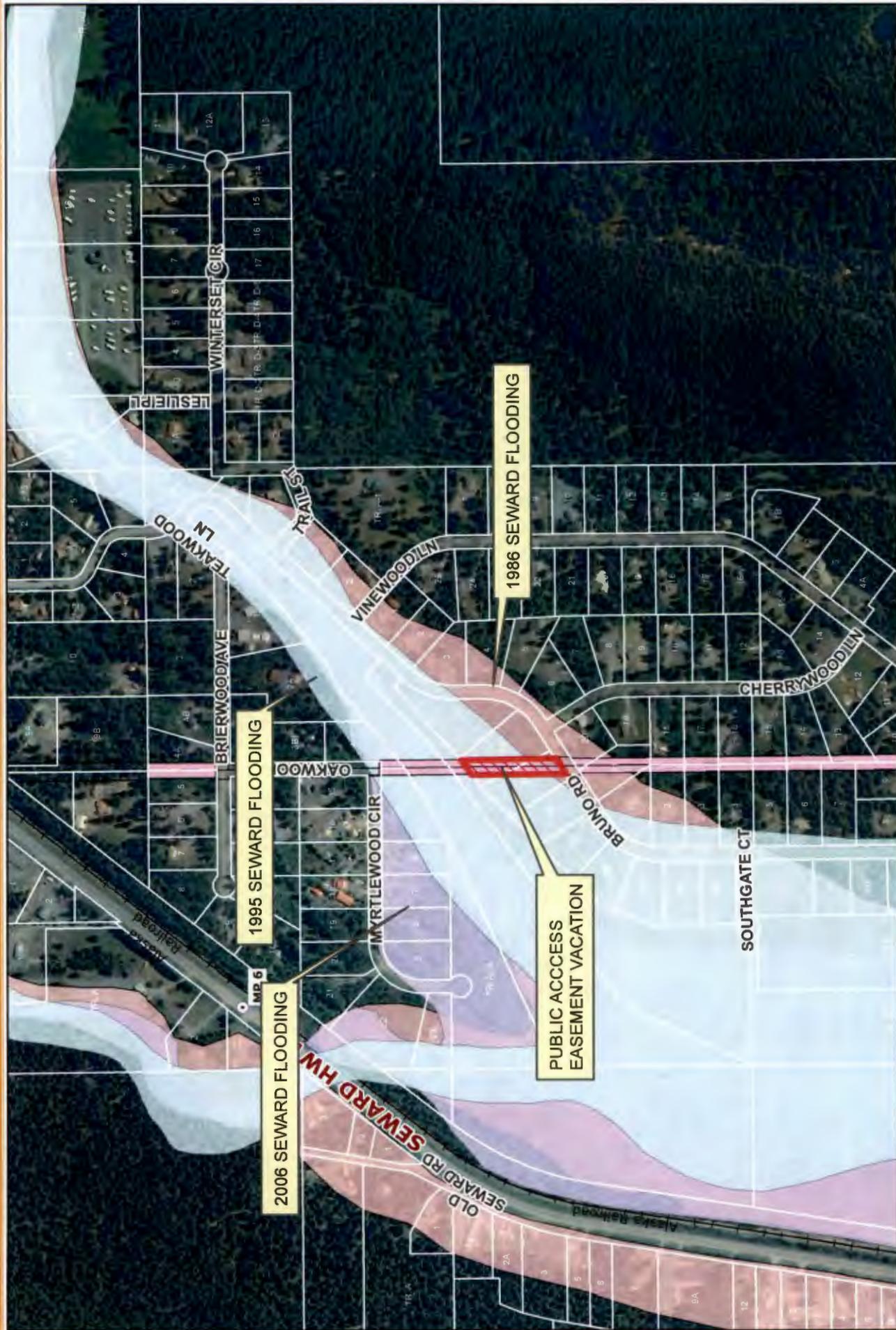


**AERIAL IMAGERY - 2012**  
**680 Feet 4 FOOT CONTOUR INTERVAL**

680 Feet 4 FOOT CONTOUR INTERVAL



The information depicted hereon is for a graphical representation only of best available sources. The Local Forestry District may vary for any errors on the map.



Date: 9/2/2020  
S. Huff, KPB



**AERIAL IMAGERY - 2012**  
**SEWARD MAPPED FLOOD**  
**DISTRICT AREA**

0 415 830 1,660 Feet

The information depicted herein is derived from the best available sources. The Kasilof Peninsula Borough assumes no responsibility for any errors on the map.



# QUESTA WOODS ESTATES #6

A subdivision of Tract B Questa Woods Estates #5 (S.V.O. 2001-15) and a 20 acre adjacent tract located in the SW1/4 Section 14 & the NW1/4 SW1/4 Section 13 T1N R1W S1M Alaska, Seward Recording District KPB File 2003-044

**Prepared for**  
J.B. Woods  
PO Box 1733  
Seward AK 99664

**Prepared by**  
Johnson Surveying  
Box 27  
Fairbanks AK 99701

**SCALE 1" = 200'** AREA = 43,276 acres  
**25 February, 2003**

## LEGEND

- ⊙ - 2 1/2" U.S.G.O. brass cap monument 1991, found
- ⊙ - 2 1/2" aluminum monument 7328-S 1998, found
- ⊙ - 1 1/2" rebar lot corner found
- ⊙ - 1" plastic cap on rebar, 7328-S 1998, found
- ⊙ - 1" plastic cap on rebar, 7328-S 2000, found
- ⊙ - 2 1/2" aluminum monument 7328-S 2000, found
- ⊙ - Flood hazard area boundaries (FHA) 1981, boundary
- ⊙ - 1" plastic cap on 1/2" x 4" rebar set
- (1) - record information source cited

## NOTES

1. A building setback of 20' from all street ROW's is required unless a lesser standard is approved by a resolution of the appropriate planning commission. Front 10' of building setback is also a utility easement. No monument or structure shall be constructed or placed within an easement where such will interfere with the ability of a utility to use the easement.
2. Roads must meet the design and construction standards established by the borough in order to be considered for certification and inclusion in the road maintenance program.
3. Lots within this subdivision may be located within a designated flood hazard area if such is the case, development must comply with Title 21 Chapter 06 of the Kenai Peninsula Borough Code of Ordinances. A survey to determine the elevation of the property may be required prior to construction.

## WASTEWATER DISPOSAL

TRACTS B1, C, & D:  
These lots are at least 200,000 square feet or a method 5, acres in size and may be suitable for onsite wastewater treatment and disposal. Any wastewater treatment and disposal system must meet the regulatory requirements of the Alaska Dept. of Environmental Conservation.

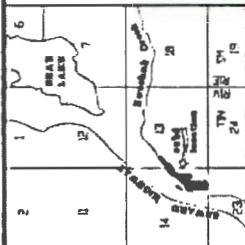
## LOTS 1B thru 9B:

Soil conditions, water table levels and soil slopes in this subdivision have been found suitable for conventional onsite wastewater treatment and disposal systems serving single family or duplex residences and meeting the regulatory requirements of the Kenai Peninsula Borough. Any other type of onsite wastewater treatment and disposal system must be designed by a professional engineer registered to practice in Alaska, and the design must be approved by the Alaska Dept. of Environmental Conservation.

## LOT B BLOCK 4:

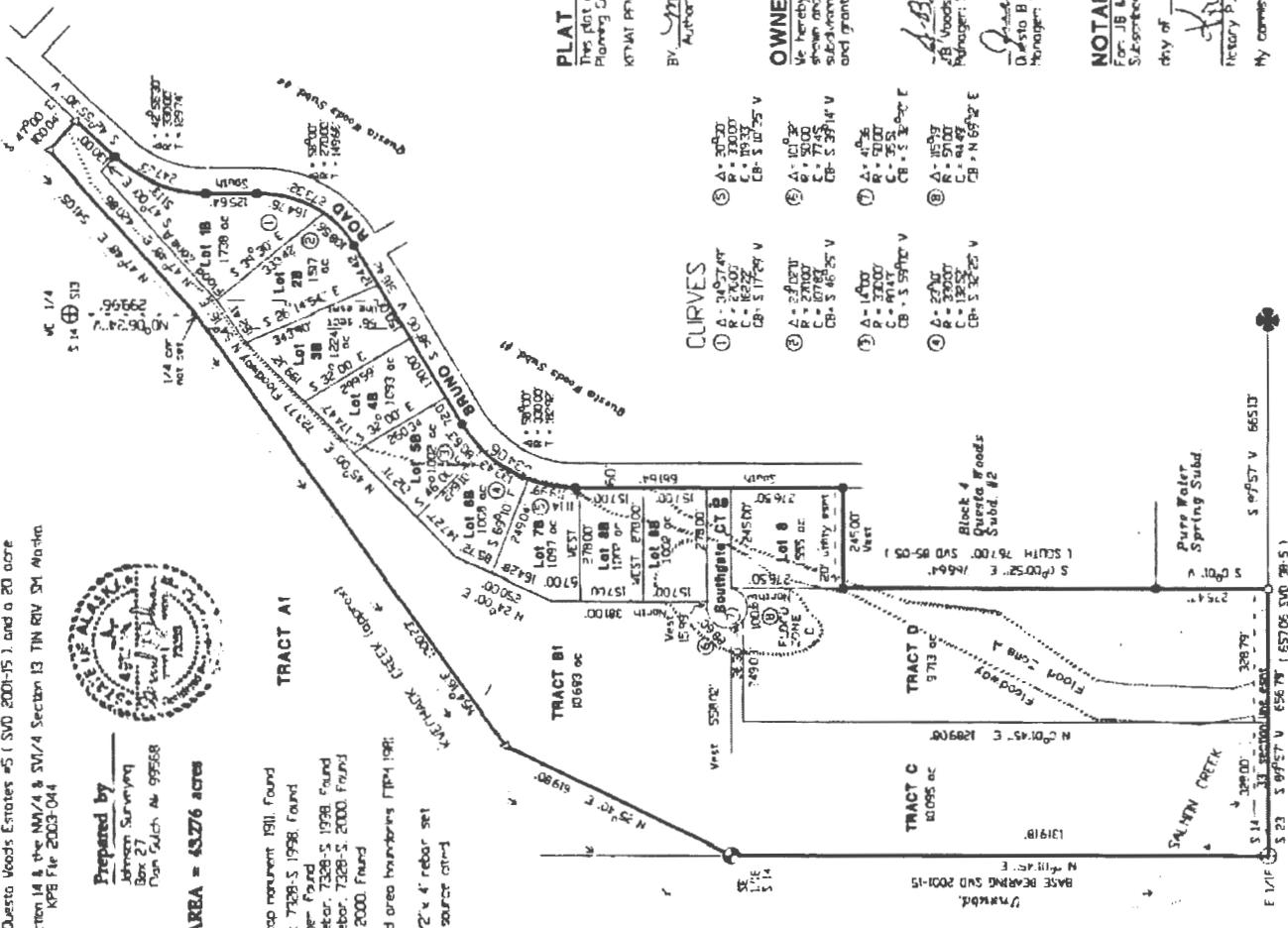
Soil conditions in this subdivision have been found suitable for conventional onsite wastewater treatment and disposal systems. Plans for an alternate wastewater disposal system for use on lots in this subdivision are included in the Engineers Sub-division and Sales Report and are available from the Kenai Peninsula Borough. Any other type of onsite wastewater treatment and disposal system must be designed by a professional engineer, registered to practice in Alaska, and the design must be approved by the Alaska Dept. of Environmental Conservation.

*John J. Janni* 3365-C 12/19/03  
Signature License Date



VICINITY 1" = 1/4" M.C. MAP

2003-14  
**RECORDED-FILED**  
S.V.O. FILED  
DATE 12-19-03  
FILE 13-14-1-14  
Requirement:  
Johnson Surveying  
Box 27  
Fairbanks AK 99701



## CURVES

- ① A = 240.00' P = 200.00' C = 18.32' CB = 5.1725' V
- ② A = 270.00' P = 200.00' C = 18.32' CB = 5.1725' V
- ③ A = 140.00' P = 200.00' C = 18.32' CB = 5.1725' V
- ④ A = 270.00' P = 200.00' C = 18.32' CB = 5.1725' V
- ⑤ A = 300.00' P = 200.00' C = 18.32' CB = 5.1725' V
- ⑥ A = 10.00' P = 200.00' C = 18.32' CB = 5.1725' V
- ⑦ A = 10.00' P = 200.00' C = 18.32' CB = 5.1725' V
- ⑧ A = 10.00' P = 200.00' C = 18.32' CB = 5.1725' V

## PLAT APPROVAL

This plat was approved by the Kenai Peninsula Borough Planning Commission at the meeting of 12/19/03  
KIMMAY PENNELL, A. BOROUGHS  
BY: *John J. Janni* 12/19/2003  
Authorized Official

## OWNERSHIP CERTIFICATE & DEDICATION

We hereby certify that we are the owners of the real property shown and described hereon and that we hereby accept the title of subdivision and by our Free consent dedicate all ROW's to public use and grant all easements in the use shown.

*John J. Janni*  
J.B. Woods, PO Box 1733 Seward AK 99664  
Manager, Shepherd Creek LLC  
*John J. Janni*  
J.B. Woods, PO Box 1733 Seward AK 99664  
Manager, Shepherd Creek LLC

## NOTARY'S ACKNOWLEDGEMENT

I, J.B. Woods, Notary Public, do hereby certify that this document was signed by me this 12 day of August, 2003  
*John J. Janni*  
Notary Public for Alaska  
My commission expires \_\_\_\_\_





**MEMORANDUM**

**TO:** Kelly Cooper, Assembly President  
Members of the Kenai Peninsula Borough Assembly

**FROM:** Charlie Pierce, Kenai Peninsula Borough Mayor 

**DATE:** October 13, 2020

**RE:** Appointment to the KPB Advisory Planning Commission

---

In accordance with KPB 21.02, appointments to Kenai Peninsula Borough Advisory Planning Commissions 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. I hereby submit to the Assembly my recommendation for confirmation of the following appointment to the KPB Advisory Planning Commission:

<u>Funny River APC</u>	<u>Seat</u>	<u>Expires</u>
James L. Harpring	B	September 30, 2023
 <u>Hope / Sunrise</u>		
Derrick Jabaay	E	September 30, 2023

Cc: Marcus Mueller, acting Planning Director  
Sandra Fletcher, Planning Senior Clerk  
Clerk's Office

Kenai Peninsula Borough  
Office of the Borough Clerk

---

**MEMORANDUM**

**TO:** Charlie Pierce, Borough Mayor  
**THRU:** Johni Blankenship, Borough Clerk (B)  
**FROM:** Michele Turner, Deputy Borough Clerk (MT)  
**DATE:** September 24, 2020  
**RE:** Verification of Advisory Planning Commission Applicants

---

As per KPB 21.02.060, the applicants listed below have been verified as registered voters within the precincts covered by the commission boundaries in which they are applying. Their residence address has also been verified to be within the Advisory Planning Commission boundaries as listed.

**HOPE/SUNRISE ADVISORY PLANNING COMMISSION**

Applicant: Derrick Jabaay

**FUNNY RIVER ADVISORY PLANNING COMMISSION**

Applicant: James L. Harpring

- Solid Waste
- Directory
- Search

## Advisory Planning Commission Application

You must reside in and be a registered voter in the area for which you are applying.

Name(\*)

JAMES L. HARPRING

I am currently a member of the Advisory Planning Commission and would like to apply for reappointment.

Mailing Address(\*)

35001 WATER FRONT WAY

City(\*)

SOLDOTNA

State(\*)

AK

Zip(\*)

99669

My Residence Address is DIFFERENT from my Mailing Address

N/A

Email(\*)

JVHARPRING68@GMAIL.COM

Work Phone

Home Phone

907-953-0784

Mobile Phone

907-953-0784

Occupation or place of employment(\*)

RETIRED

Which Advisory Planning Commission do you wish to serve on? (\*)

Funny River

How long have you lived in the area served by this Advisory Planning Commission? (\*)

38 YEARS

What knowledge, experience, or expertise will you bring to this board? (\*)

SEE ATTACHED RESUME

Form with navigation arrows (back, forward, search, etc.)

Have you, or do you currently, serve on other Kenai Peninsula Borough commissions, boards or task forces?(\*)

Form containing the handwritten answer "NO"

Are you available for(\*)

Night meetings

Day meetings

Comments (areas of interest, additional experience or qualifications, etc.):(\*)

Form containing handwritten text: "FISHING, TRAVEL, ACTIVE COMMUNITY INVOLVEMENT, I.E."

FUNNY RIVER BOAT LAUNCH,  
TRANSFER STATION, NATURAL  
GAS PIPE LINE  
EXPANSION TO FUNNY  
RIVER COMMUNITY,  
FUNNY RIVER ROAD PAVING  
ISSUES WITH SOA (DOT) ETC;

If you would like to upload a copy of your resume, you may do that below.

Attachments must be in .PDF, .DOC or .DOCX format only.

Upload your Resume

Submit

SEE

ATTACHMENT

Back to Top

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BOARD OF GOVERNOR'S  
CLEARWATER HOMEOWNERS  
ASSOCIATION - 24 YEARS

Resume: Sept. 12, 2020

**Employment:**

- I am a retired US Air Force individual serving 23 years on active duty. Served most of that time in three disciplines: communications integration and flight simulation; counter-intelligence; and, DOD Joint Exercise Planning. Retired in 1990.
- Chief Information Officer, Department of Military and Veterans Affairs (DMVA) State of Alaska. This position allowed for me to cause various multimillion dollar projects to come to fruition within the state. Served in this position for 16 years.
- Integrated the statewide EBS/EAS and consolidated E-911 concepts (1992-1995)
- Was the Principal Investigator (PI) under contract to NASA and the FAA championing the issues of using cellular like devices aboard commercial and private aircraft. (6 years)
- Identified the need to install a fiber optic link between Kodiak Island and the Kenai Peninsula. Developed the initial routing concepts, received federal funding for the deployment and completed the installation in June 1996. Lessons learned from this prototype project laid the ground work for fiber optics installations in sub arctic environments and in highly diverse climatic and seismic zones (7 years)
- Represented the public sectors needs to the federal government and federal contractors in the launch of the first remote imaging satellite, IKONOS in 1998. On project team for over 9 years.
- Lead person and responsible for the operational plan for mapping the state of Alaska using various satellite platforms. Wrote the MOU that caused this collaboration between the departments of Natural Resources, University of Alaska and DMVA to geospatially map the state.
- Represented all concerned public and private parties in penning the State's first and only integrated, statewide operational communications plan that addressed and recommended solutions for statewide fiber projects, advanced E-911, outsourcing the state's telecommunications under a Public Corporation Concept and identified the future needs and solutions for a worldwide data warehouse located on the North Slope of Alaska.

**Education:**

Studied at: University of Maryland, Southwest Texas State University and Webster University. BS and MS

**Volunteer Work:**

Boy Scouts of America, Eagle River Alaska ( 5 years); Home Owners President, Eagle Wood gated subdivision, Eagle River Alaska (6 Years); Chugiak State Park, Volunteer coordinator and "trail" crew clearing boss, (12 years); Treasure and PAC Chair, Alaska Women's Political Caucus (6 years), Board member, Clearwater Homeowners Association, Funny River Road (24 years)

**Hobbies:** Fishing and raising Brangus cattle

**Resident of Alaska since 1981**



## Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

### Hope/Sunrise APC Application Submitted 2020-09-15 14:31:28

**Name:** Derrick Jabaay

I am currently a member of the Advisory Planning Commission and would like to apply for reappointment.

**Mailing Address:**

PO Box 35  
Hope, AK 99605

**Residence Address**

1

**Email:** djabaay@alaskatreeline.com

**Work Phone:** 907-748-1112

**Home Phone:** 907-333-7132

**Mobile Phone:**

**Occupation or place of employment:**

**Which Advisory Planning Commission do you wish to serve on?:** Hope/Sunrise

**How long have you lived in the area served by this Advisory Planning Commission?:**

**What knowledge, experience, or expertise will you bring to this board?**

**Have you, or do you currently, serve on other Kenai Peninsula Borough commissions, boards or task forces?**

**Are you available for**

**Comments (areas of interest, additional experience or qualifications, etc.):**



Kenai Peninsula Borough

## Advisory Planning Commissioner Application

Instructions: Please type your information on this form, and be as specific as possible.

**You must be a registered voter in the area for which you are applying.**

Name: Derrick Jabaay

Mailing Address: PO Box 35, Hope, Alaska 99605

Physical Address: 19638 Hope Hwy, Hope, Alaska 99605

Contact Phone: 907-748-1112

Alternate Phone: 907-333-7132 wk

E-mail Address: djabaay@alaskatreeline.com

Occupation or place of employment: Alaska Treeline, Inc., Owner

Today's Date: June 26, 2017

Which advisory planning commission do you wish to serve on?

- Anchor Point       Hope/Sunrise  
 Cooper Landing       Moose Pass

How long have you lived in the area served by this advisory planning commission? 3 years

What knowledge, experience, or expertise will you bring to this commission?

I'm the founder and owner of Alaska Treeline, Inc., Treeline Construction, and Rock Solid Pile Company since 1998. Due to my work, I have extensive knowledge and experience in zoning, planning, construction, collaborative problem solving, and business management.

What are the land use and planning issues in your community?

Hope has seen an influx of seasonal visitors, and infrastructure must be created to support the volume of traffic and campers. Additionally, Hope has a large retirement community, and an assisted living home in town would allow long-time residents the opportunity to stay in Hope.

7/28/14 Revised

[ COPY OF APPLICATION ON FILE ]

What would you like to see done with borough-owned lands in your area?

A partnership between the residents and KPB to create additional camping, parking areas, trails, and an assisted living home. Hope needs this type of infrastructure due to it's growth. There may be ways to do this through an RFP process to lease or purchase KPB property.

Have you, or do you currently, serve on other Kenai Peninsula Borough commissions, boards or task forces?

I have never served in the KPB, however I have been actively involved for years in zoning and planning in Anchorage. I have done contract work for the cities of Soldotna, Kenai, Homer, DNR, etc. to construct trails, boardwalks, boat landings, etc. around the Kenai Peninsula.

Are you available for day meetings? Yes

Are you available for night meetings? Yes

Comments (Areas of interest, additional experience or qualifications, etc.):

I'm a life-long Alaskan and avid outdoorsman. I own two properties in Hope, a B&B, and I'm looking to purchase more land in the Hope area. I will bring a fresh energy to the APC with a drive to accommodate population growth while protecting the special vibe/culture of our town.

**PLEASE MAIL, FAX, OR E-MAIL YOUR COMPLETED APPLICATION TO:**

Mayor Mike Navarre  
Kenai Peninsula Borough  
144 North Binkley  
Soldotna, AK 99669-7599

FAX: 907-714-2377  
E-mail: mayor@kpb.us

**MEMORANDUM**

**TO:** Kelly Cooper, Assembly President  
Members of the Kenai Peninsula Borough Assembly

**FROM:** Charlie Pierce, Kenai Peninsula Borough Mayor 

**DATE:** October 13, 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:

<b><u>Appointment</u></b>	<b><u>Board Seat</u></b>	<b><u>Term expires</u></b>
Davin Chesser	Northwest Borough	July 31, 2023

Cc: Marcus Mueller, Acting Planning Director  
Ann Shirnberg, Administrative Asst.  
Clerk's Office

Kenai Peninsula Borough  
Office of the Borough Clerk

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**MEMORANDUM**

**TO:** Charlie Pierce, Borough Mayor  
**THRU:** Johni Blankenship, Borough Clerk (JB)  
**FROM:** Michele Turner, Deputy Borough Clerk (MT)  
**DATE:** September 24, 2020  
**RE:** Verification of Planning Commission Applicant

---

As per KPB 2.40.010(B) & 2.40.030(A), the applicant listed below has been verified as a registered voter of the Kenai Peninsula Borough and resides within the Northwest region of the borough.

**PLANNING COMMISSION**

Northwest Region Applicant: Davin Chesser



## Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

### Northwest Borough PC Application Submitted 2020-09-20 18:47:14

**Name:** Davin Chesser

**Mailing Address:**

PO Box 8675  
Nikiski, AK 99635

My Residence Address is DIFFERENT from my Mailing Address

**Residence Address**

52630 Smith Road  
Nikiski, AK 99635

**Email:** davin.chesser@yahoo.com

**Work Phone:** 907-435-3956

**Home Phone:**

**Mobile Phone:** 907-435-3956

**Occupation or place of employment:** Quality Commercial Refrigeration, Inc

**Which Planning Commission District do you wish to serve on?:** Northwest Borough

**How long have you lived in the Kenai Peninsula Borough?:** 28 years collectively

**What knowledge, experience, or expertise will you bring to the Commission?**

I have a background in real estate as a realtor and landlord.

**Have you, or do you currently, serve on other Kenai Peninsula Borough commissions, boards or task forces?**

No

**Are you available for**

Night meetings

**Comments (areas of interest, additional experience or qualifications, etc.):**

12 year military veteran  
small business owner  
rental property owner





**KENAI PENINSULA BOROUGH**  
**Office of the Borough Clerk**

144 North Binkley Street  
Soldotna, AK 99669  
Phone 907-714-2160  
Fax 907-714-2388

Johni Blankenship, MMC  
Borough Clerk

---

**MEMORANDUM**

**TO:** Charlie Pierce, Borough Mayor  
**THRU:** Johni Blankenship, Borough Clerk (JB)  
**FROM:** Michele Turner, Deputy Borough Clerk (MT)  
**DATE:** September 28, 2020  
**RE:** Verification of Service Area Board Applicants

---

Pursuant to KPB Title 16, the applicants below have been verified as registered voters of the Borough and reside within the service area listed.

**ANCHOR POINT FIRE & EMERGENCY**

Cherie Richter

**EASTERN PENINSULA HIGHWAY EMERGENCY**

Jessica Hogan, Hope  
Edward Kahles, Cooper Landing

**SELDOVIA RECREATONAL SERVICES**

Amelia Pollack

# Kenai Peninsula Borough

## Office of the Borough Clerk

Service Area Board Application Submitted 2020-09-27 14:59:00

Service Area: Anchor Point Fire & Emergency – Seat A, Term Expires October 2023

<b>Applicant Name</b> Cherie A Richter	<b>Daytime Phone</b> 907-299-1996
<b>Email</b> cherie.a.richter@gmail.com	<b>Date of Birth</b> [REDACTED]
<b>Physical Residence Address</b> 73601 Twin Peaks Loop Anchor Point, AK 99556	<b>Mailing Address</b> P O Box 532 Anchor Point, AK 99556
<b>SS #</b> [REDACTED]	<b>Voter #</b>
<b>I have been a Resident of the Kenai Peninsula Borough for:</b> 9 years, 0 months	<b>I have been a Resident of the selected Service Area for:</b> 9 years, 0 months

# Blankenship, Johni

---

**From:** Kenai Peninsula Borough <webmaster@borough.kenai.ak.us>  
**Sent:** Thursday, September 17, 2020 9:16 AM  
**To:** Blankenship, Johni  
**Cc:** Turner, Michele  
**Subject:** Service Area Appointment Application received

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

## Select One

Emergency Peninsula Highway Emergency - Seat E, Term Expires October 2023

{APFESA\_Seat\_Choice:caption}  
{APFESA\_Seat\_Choice:value}

{BCFSA\_Seat\_Choice:caption}  
{BCFSA\_Seat\_Choice:value}  
{EPHESA\_Seat\_Choice:caption}  
{EPHESA\_Seat\_Choice:value}  
{KESA\_Seat\_Choice:caption}  
{KESA\_Seat\_Choice:value}  
{NPRSA\_Seat\_Choice:caption}  
{NPRSA\_Seat\_Choice:value}  
{SPH\_Seat\_Choice:caption}  
{SPH\_Seat\_Choice:value}  
{SBCFSA\_Seat\_Choice:caption}  
{SBCFSA\_Seat\_Choice:value}  
{SRSA\_Seat\_Choice:caption}  
{SRSA\_Seat\_Choice:value}

## Applicant Name

Jessica Hogan

## Physical Residence Address

19289 Discovery Drive

## City

Hope

## State

AK

## Zip

99605

My Mailing Address is DIFFERENT from my Residence Address

## Mailing Address

PO Box 153

## City

Hope

## State

AK

**Zip**  
99605

**Email**  
konafitness@yahoo.com

**Daytime Phone**  
(907) 301-6120

**Voter #**

**SS #**

**Date of Birth**  
[REDACTED]

I have been a Resident of the Kenai Peninsula Borough for:

**Years**  
4

**Months**  
3

I have been a Resident of the selected Service Area for:

**Years**  
4

**Months**  
3

If you would like to upload a copy of your resume, you may do that below.

Attachments must be in .PDF, .DOC or .DOCX format only.

Upload your Resume  
[5f6399dlaf6el-Resume.Hogan.pdf](https://www.kpb.us/components/com_rsform/uploads/5f6399dlaf6el-Resume.Hogan.pdf)  
[https://www.kpb.us/components/com\\_rsform/uploads/5f6399dlaf6el-Resume.Hogan.pdf](https://www.kpb.us/components/com_rsform/uploads/5f6399dlaf6el-Resume.Hogan.pdf)  
[/var/www/www.borough.kenai.ak.us/components/com\\_rsform/uploads/5f6399dlaf6el-Resume.Hogan.pdf](https://www.kpb.us/components/com_rsform/uploads/5f6399dlaf6el-Resume.Hogan.pdf)  
[5f6399dlaf6el-Resume.Hogan.pdf](https://www.kpb.us/components/com_rsform/uploads/5f6399dlaf6el-Resume.Hogan.pdf)

APPLICANT CERTIFICATION: I certify that the information in this Application for Appointment is true and complete and that I meet the specific residency and citizenship requirements of this office. I further certify that I shall meet the age requirements upon taking the oath of office, if appointed. I further acknowledge that by typing my initials below I intend to fully sign this document.

**Type your initials to sign**  
JRH

## Blankenship, Johni

---

**From:** Kenai Peninsula Borough <webmaster@borough.kenai.ak.us>  
**Sent:** Wednesday, September 2, 2020 5:58 PM  
**To:** Blankenship, Johni  
**Cc:** Turner, Michele  
**Subject:** Service Area Appointment Application received

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

### Select One

Emergency Peninsula Highway Emergency - Seat D, Term Expires October 2023

{APFESA\_Seat\_Choice:caption}  
{APFESA\_Seat\_Choice:value}

{BCFSA\_Seat\_Choice:caption}  
{BCFSA\_Seat\_Choice:value}  
{EPHESA\_Seat\_Choice:caption}  
{EPHESA\_Seat\_Choice:value}  
{KESA\_Seat\_Choice:caption}  
{KESA\_Seat\_Choice:value}  
{NPRSA\_Seat\_Choice:caption}  
{NPRSA\_Seat\_Choice:value}  
{SPH\_Seat\_Choice:caption}  
{SPH\_Seat\_Choice:value}  
{SBCFSA\_Seat\_Choice:caption}  
{SBCFSA\_Seat\_Choice:value}  
{SRSA\_Seat\_Choice:caption}  
{SRSA\_Seat\_Choice:value}

### Applicant Name

Edward Karles

### Physical Residence Address

17245 Frontier Cr

### City

Cooper Landing

### State

AK

### Zip

99572

My Mailing Address is DIFFERENT from my Residence Address

### Mailing Address

PO Box 606

### City

Cooper Landing

### State

AK

**Zip**  
99572-0506

**Email**  
edkahles@gmail.com

**Daytime Phone**  
907-519-2568

**Voter #**

**SS #**  
[REDACTED]

**Date of Birth**  
[REDACTED]

I have been a Resident of the Kenai Peninsula Borough for:

**Years**  
7

**Months**  
7

I have been a Resident of the selected Service Area for:

**Years**  
7

**Months**  
7

If you would like to upload a copy of your resume, you may do that below.

Attachments must be in .PDF, .DOC or .DOCX format only.

Upload your Resume

APPLICANT CERTIFICATION: I certify that the information in this Application for Appointment is true and complete and that I meet the specific residency and citizenship requirements of this office. I further certify that I shall meet the age requirements upon taking the oath of office, if appointed. I further acknowledge that by typing my initials below I intend to fully sign this document.

**Type your initials to sign**  
EK

## Blankenship, Johni

---

**From:** Kenai Peninsula Borough <webmaster@borough.kenai.ak.us>  
**Sent:** Tuesday, August 18, 2020 10:33 AM  
**To:** Blankenship, Johni  
**Cc:** Turner, Michele  
**Subject:** Service Area Appointment Application received

**Follow Up Flag:** Follow up  
**Due By:** Friday, September 18, 2020 4:00 PM  
**Flag Status:** Flagged

### Select One

Seldovia Recreational Services - Seat B, Term Expires October 2023

{APFESA\_Seat\_Choice:caption}  
{APFESA\_Seat\_Choice:value}

{BOFSA\_Seat\_Choice:caption}  
{BOFSA\_Seat\_Choice:value}  
{EPHESA\_Seat\_Choice:caption}  
{EPHESA\_Seat\_Choice:value}  
{KESA\_Seat\_Choice:caption}  
{KESA\_Seat\_Choice:value}  
{NPRSA\_Seat\_Choice:caption}  
{NPRSA\_Seat\_Choice:value}  
{SPH\_Seat\_Choice:caption}  
{SPH\_Seat\_Choice:value}  
{SBOFSA\_Seat\_Choice:caption}  
{SBOFSA\_Seat\_Choice:value}  
{SRSA\_Seat\_Choice:caption}  
{SRSA\_Seat\_Choice:value}

### Applicant Name

Amelia Pollack

### Physical Residence Address

1381 Barabara Creek Rd

### City

Seldovia

### State

Alaska

### Zip

99663

My Mailing Address is DIFFERENT from my Residence Address

### Mailing Address

PO BOX 26

### City

SELDONIA

**State**  
Alaska

**Zip**  
99663

**Email**  
amelia.robin@gmail.com

**Daytime Phone**  
9072057963

**Voter #**

**SS #**

**Date of Birth**  
[REDACTED]

I have been a Resident of the Kenai Peninsula Borough for:

**Years**

7

**Months**

8

I have been a Resident of the selected Service Area for:

**Years**

7

**Months**

8

If you would like to upload a copy of your resume, you may do that below.

Attachments must be in .PDF, .DOC or .DOCX format only.

Upload your Resume

APPLICANT CERTIFICATION: I certify that the information in this Application for Appointment is true and complete and that I meet the specific residency and citizenship requirements of this office. I further certify that I shall meet the age requirements upon taking the oath of office, if appointed. I further acknowledge that by typing my initials below I intend to fully sign this document.

Type your initials to sign

AP



Kenai Peninsula Borough  
Office of the Borough Mayor

---

**MEMORANDUM**

**TO:** Kelly Cooper, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Kenai Peninsula Borough Mayor 

**DATE:** October 13, 2020

**RE:** Appointments to the KPB Resilience and Security Advisory Commission

---

Pursuant to the enactment of Ordinance 2020-25, I hereby submit my recommendations for confirmation by the Assembly, of the following appointments to the Kenai Peninsula Borough Resilience and Security Advisory Commission. Applicants have been verified and reside within the areas to be represented. Applications and verification are attached for your review:

**EAST PENINSULA** (areas of Seward, Moose Pass, Cooper Landing)

Jen Pletz Expires 09/2021

**SOUTHWEST BOROUGH** (areas of Seldovia, Port Graham, Homer, Kachemak City, Nanwalek)

Bretwood Higman Expires 09/2022

**SOUTHCENTRAL** (areas of Anchor Point, Ninilchik, Kasilof, Clam Gulch)

Agam Ohn-Bar Expires 09/2023

**CENTRAL PENINSULA** (areas of Sterling, Kenai, Soldotna, Kalifornsky)

Mikel Salzetti Expires 09/2021

Richard L. Davidson Expires 09/2022

**NORTHWEST BOROUGH** (areas of Hope, Tyonek, Nikiski)

Michele Hartline Expires 09/2023

**AT-LARGE** (any geographic area listed)

Randy Arndt Expires 09/2021

Rowland Waterman Expires 09/2022

Alexandra Ravelo Expires 09/2023

Attachments: Clerks Verification & Applications for Appointments

Kenai Peninsula Borough  
Office of the Borough Clerk

---

**MEMORANDUM**

**TO:** Charlie Pierce, Borough Mayor  
**THRU:** Johni Blankenship, Borough Clerk (CB)  
**FROM:** Michele Turner, Deputy Borough Clerk (MT)  
**DATE:** September 28, 2020  
**RE:** Verification of Resilience and Security Advisory Commission Applicants

---

Pursuant to the enactment of Ordinance 2020-25, the applicants listed have been verified as residents of the geographic areas described below.

**EAST PENINSULA** (areas of Seward, Moose Pass, Cooper Landing)

- Jenn Pletz, Seward

**SOUTHWEST BOROUGH** (areas of Seldovia, Port Graham, Homer, Kachemak City, Nanwalek)

- Bretwood Higman, Seldovia

**SOUTHCENTRAL** (areas of Anchor Point, Ninilchik, Kasilof, Clam Gulch)

- Agam Ohn-Bar, Kasilof

**CENTRAL PENINSULA** (areas of Sterling, Kenai, Soldotna, Kalifornsky)

- Mikel Salzetti, Kalifornsky
- Richard L. Davidson, Mackey Lake

**NORTHWEST BOROUGH** (areas of Hope, Tyonek, Nikiski)

- Michele Hartline, Nikiski

**AT-LARGE** (any geographic area listed)

- Randy Arndt, Kachemak/Fritz Creek
- Rowland Waterman, Diamond Ridge
- Alexandra Ravelo, Kachemak/Fritz Creek

East

**Wastell, Pam**

---

**From:** Planning Land Management  
**Sent:** Thursday, September 03, 2020 6:02 AM  
**To:** Wastell, Pam  
**Cc:** Mueller, Marcus  
**Subject:** FW: Resilience & Security Advisory Commission Application Submission  
**Attachments:** 5f508df13f2ec-resume-kpb-rsac.pdf

Thank You,

Ann Shirnberg  
Administrative Assistant  
Planning Department  
(907) 714-2215

KENAI PENINSULA BOROUGH  
144 North Binkley Street  
Soldotna, Alaska 99669



**PUBLIC RECORDS LAW DISCLOSURE:** This email and responses to this email may be subject to provisions of Alaska Statutes and may be made available to public upon request.

**From:** Kenai Peninsula Borough <webmaster@borough.kenai.ak.us>  
**Sent:** Wednesday, September 2, 2020 10:32 PM  
**To:** Planning Land Management <LMWeb@kpb.us>  
**Subject:** Resilience & Security Advisory Commission Application Submission

Hello,

An application has been submitted by Jenn Pletz. Information from the submission is shown below.

**Resilience & Security Advisory Commission Application**

<b>Name:</b> Jenn Pletz
<b>Mailing Address:</b> PO Box 1868 Seward, AK 99664
<b>Residential Address (if different from mailing address):</b> 218 Bluefield St. Seward, AK 99664
<b>Email:</b> <a href="mailto:japletz83@yahoo.com">japletz83@yahoo.com</a>
<b>Mobile:</b> 2627451915

**Work Phone:**

**Home Phone:**

**Occupation or place of employment:**

Boat Captain & Volunteer EMT

**How long have you lived in the area served by this Resilience & Security Advisory Commission?**

7 1/2 years

**In which of the 10 areas defining the scope of the commission do you have experience?**

I have experience in local recycling & reuse efforts to help reduce garbage going into our landfills, improve improvements in food security through local agriculture & efforts to protect our salmon runs & fish population.

**What knowledge, experience, or expertise will you bring to this board?**

I graduated with a degree in Geography focusing on People- Environment Interactions and a minor in Environmental Science. I have worked in the maritime industry aboard research vessels, tour boats, and charter fishing boats here in AK & Seward, I have a very strong connection to the fishing opportunities and personally seen the silver salmon find a way to help bring those fish back to the people of Seward and the Peninsula, mostly as a food source. Over the world come to Seward for our world class fishing.

**Have you, or do you currently, serve on other Kenai Peninsula Borough commissions, boards or task forces?**

I have not yet been on any boards, commissions, nor task forces within the Kenai Peninsula Borough. However, I have been on the Sustainable Seward for almost 2 years.

**Are you available for:**

Night meetings Day meetings

**Comments (areas of interest, additional experience or qualifications, etc.):**

Thank you for this opportunity. Please contact me if you have any questions or concerns.

# Jenn Pletz "JP"

---

PO Box 1868, Seward, AK 99664  
Phone: (262) 745- 1915 | Email: japletz83@yahoo.com

## EDUCATION

**Master/ Mate Not More Than 200 Tons & Able Seaman Program.** AVTEC, Alaska's Institute of Technology, Maritime Training Center. Seward, AK. 1/2014- 4/2014

**B.S. Geography & Environmental Studies Certificate.** University of Wisconsin- Madison. Madison, WI. 8/2006

## QUALIFICATIONS

**State of Alaska EMT-2** 4/2017

**National Registry of Emergency Medical Technicians** 3/2017

**Able Seaman- Unlimited** 11/2014

**Master 100 ton Near Coastal** 11/2014

**PADI Advanced Open Water Diver** 3/2008

## EXPERIENCE

### **Boat Captain**

**2020- present**

#### **Kenai Fjords National Park, National Park Service**

**Seward, AK**

- Operate 53' National Park Service vessel, M/V Serac, within the Kenai Fjords National Park coastal area
- Perform maintenance to exterior & interior of vessel; maintain engines & auxiliary machinery
- Operate & maintain Zodiac daily; transport passengers & cargo multiple times daily to exposed beaches & shorelines in adverse weather conditions; promote small boat safety operations
- Monitor weather forecasts, tides, and currents
- Navigate coast w/ helm electronics
- Perform USCG safety drills, maintain & operate all life- saving equipment & survival gear, train all passengers in donning immersion suit & using emergency escapes, O2, epinephrine, spinal immobilization, & cold water immersion training
- Adhere to park mission & cooperate with park staff & researchers to complete trip project goals. Trip projects include marine debris clean- ups, monitoring changes in retreat & advance of glaciers, studying local flora & fauna, maintaining archaeological sites, etc.

### **Boat Captain**

**2017- present**

#### **Seward Fishing Club & Kenai Riverbend Resort**

**Seward, AK**

- Manage and operate 43'- 64' charter fishing vessels with up to 3 crew and up to 30 passengers within Blying Sound
- Determine fishing locations based on varying weather conditions, tides, & currents
- Target lingcod, rockfish, salmon, & halibut
- Maintain fishing gear & tackle; filet fish; record limits in AK Dept. of Fish & Game logbook
- Manage company social media

### **Volunteer EMT 2**

**2017- present**

#### **Seward Volunteer Ambulance Corps.**

**Seward, AK**

- Respond to medical emergencies and non- emergent transfers throughout rural area
- Maintain ambulance & supplies
- Perform continuing education weekly at meetings

**Marine Naturalist/ Deckhand/ Able Seaman**

**2007- 2016**

**Hawaii & Alaska**

- Perform all deckhand & steward duties
- Operate machinery for science personnel & cargo handling operations on Limited & Unlimited size research vessels (winches, capstans, A- frames, CTDs, forklifts, etc)
- Respond quickly & calmly to medical, vessel, & weather emergencies daily
- Practice and promote general passenger and crew safety
- Complete cetacean research logs daily
- Educate passengers daily on local flora, fauna, & geography

**General Ranger GS- 05**

**2007**

**Haleakala National Park, National Park Service**

**Maui, HI**

- Prepare greenhouse gas inventory and input into the National Park Services' Climate Friendly Parks CLIP module
- Develop visitor carbon footprint model & set up interview w/ Native Energy to purchase bulk CO2 offsets
- Staff visitor centers desk & answer questions about park resources daily
- Aid in front country and backcountry trip planning; write backcountry permits
- Prepare & present formal interpretive ranger programs & guided hikes daily
- Practice & promote safe hiking & high altitude sickness procedures daily

**Wisconsin Energy Conservation Corporation**

**2007**

**Energy Intern**

**Madison, WI**

- Research state energy efficiency programs & carbon credit ownership
- Calculate carbon footprint for 100 person company using MS Excel & emission factors

Wastell, Pam

Southwest

**From:** Planning Land Management  
**Sent:** Monday, August 31, 2020 5:52 AM  
**To:** Wastell, Pam  
**Cc:** Mueller, Marcus  
**Subject:** FW: Resilience & Security Advisory Commission Application Submission  
**Attachments:** 5f4cb869e8884-200830-bretwood-higman-cv.pdf

Thank You,

Ann Shirnberg  
 Administrative Assistant  
 Planning Department  
 (907) 714-2215

KENAI PENINSULA BOROUGH  
 144 North Binkley Street  
 Soldotna, Alaska 99669



**PUBLIC RECORDS LAW DISCLOSURE:** This email and responses to this email may be subject to provisions of Alaska Statutes and may be made available to public upon request.

**From:** Kenai Peninsula Borough <webmaster@borough.kenai.ak.us>  
**Sent:** Monday, August 31, 2020 12:44 AM  
**To:** Planning Land Management <LMWeb@kpb.us>  
**Subject:** Resilience & Security Advisory Commission Application Submission

Hello,

An application has been submitted by Bretwood Higman. Information from the submission is shown below.

**Resilience & Security Advisory Commission Application**

<b>Name:</b> Bretwood Higman
<b>Mailing Address:</b> PO Box 164 Seldovia, AK 99663
<b>Residential Address (if different from mailing address):</b> 1119 S. Boone Lane Seldovia, AK 99663
<b>Email:</b> hig314@gmail.com
<b>Mobile:</b>

907 290 6992

**Work Phone:**

**Home Phone:**

**Occupation or place of employment:**

Executive Director, Ground Truth Trekking

**How long have you lived in the area served by this Resilience & Security Advisory Commission?**

30 years

**In which of the 10 areas defining the scope of the commission do you have experience?**

2. Cost & Energy Efficiency of Buildings
3. Cost & energy efficiency of transportation
4. Improve local energy systems
5. Support hazard mitigation planning accounting for changing environmental conditions
8. Engage communities in developing and instituting sustainable resource initiatives
9. Seek funding opportunities
10. Other similar efforts focused on the protection of our natural resources, economy, security and well-being

**What knowledge, experience, or expertise will you bring to this board?**

As a PhD Geologist, I've studied natural hazards including coastal erosion, landslides, earthquakes, and tsunamis. Through Ground Truth Trekking, I've conducted analysis of energy systems and resource use, and worked to communicate science to the public. I have also worked as a data analyst and project manager for Nuka Research and Planning, a local consulting firm.

**Have you, or do you currently, serve on other Kenai Peninsula Borough commissions, boards or committees?**

No.

**Are you available for:**

Night meetings Day meetings

**Comments (areas of interest, additional experience or qualifications, etc.):**

I hope this commission will help advance practical changes throughout the borough. I see this as a combination of two things: first, building resilience, the ability for our economy and lifestyles to weather future change gracefully. The second is to have the resources and world to mitigate the difficult problems that we face.

Bretwood Higman  
PO Box 164  
Seldovia, AK 99663  
[hig314@gmail.com](mailto:hig314@gmail.com)  
907 290 6992

### Professional Skills and Interests

- Science: Scientific data collection, analysis, and interpretation. Research team coordination. Scientific writing and illustration.
- Disasters: The identification, assessment and mitigation of natural hazards including tsunamis, earthquakes, landslides, and coastal erosion, as well as human-caused oil spill disasters.
- Public outreach: Science communication, volunteer coordination, community engagement, web-page design and management
- Energy systems: Renewable energy generation generation, energy storage, efficiency.

### Selected ongoing projects

- Helping coordinate multi-institutional studies of landslide-generated tsunamis in Alaska's glaciated fjords and lakes (see [Higman et al., 2018](#), [Higman, 2020](#))
- Volunteer coordination and planning for [Tutka Backdoor trail](#): 32-mile alpine trail, built by about 100 volunteers in over 1000 person-days (so far).
- Technology manager for the Geographic Response Information Database, which catalogs businesses and resources around Cook Inlet that could be used to respond to a disaster like an oil spill (with [Nuka Research](#) and [CIRCAC](#)).
- Coordinator and primary GIS specialist for an indie cartography project – building a next-generation [map for hikers in Kachemak Bay State Park](#). The goal of this project is to provide an excellent map that also serves as a medium through which the community of park users can share knowledge about the park.
- Project manager for an [analysis of pumped energy storage](#) to assist in Alaska's transition to nearly 100% renewable energy.

### Work and educational history

- 1995-1999: BA in geology from Carleton College
- 2001-2007: PhD from the Dept. of Earth and Space Sciences at UW Seattle
- 2007-present: Executive director of 501c3 nonprofit [Ground Truth Trekking](#) (currently in the process of being re-named Ground Truth Alaska)
- 2008-present: Analyst for [Nuka Research and Planning](#)

Wastell, Pam

Southcentral

**From:** Planning Land Management  
**Sent:** Thursday, September 03, 2020 9:39 AM  
**To:** Wastell, Pam  
**Cc:** Mueller, Marcus  
**Subject:** FW: Resilience & Security Advisory Commission Application Submission  
**Attachments:** 5f51284e88628-agam-ohn-bar-resume-.pdf

Thank You,

Ann Shirnberg  
 Administrative Assistant  
 Planning Department  
 (907) 714-2215

KENAI PENINSULA BOROUGH  
 144 North Binkley Street  
 Soldotna, Alaska 99669



**PUBLIC RECORDS LAW DISCLOSURE:** This email and responses to this email may be subject to provisions of Alaska Statutes and may be made available to public upon request.

**From:** Kenai Peninsula Borough <webmaster@borough.kenai.ak.us>  
**Sent:** Thursday, September 3, 2020 9:31 AM  
**To:** Planning Land Management <LMWeb@kpb.us>  
**Subject:** Resilience & Security Advisory Commission Application Submission

Hello,

An application has been submitted by Agam Ohn-Bar. Information from the submission is shown below.

**Resilience & Security Advisory Commission Application**

<b>Name:</b> Agam Ohn-Bar
<b>Mailing Address:</b> 54932 Burdock rd Kasilof, Alaska 99610
<b>Residential Address (if different from mailing address):</b> 54930 Burdock rd Kasilof , AK 99610
<b>Email:</b> Agam@amirim.com
<b>Mobile:</b>

4243957135

**Work Phone:**

**Home Phone:**

**Occupation or place of employment:**

Ionia- Community member

**How long have you lived in the area served by this Resilience & Security Advisory Commission?**

2 years

**In which of the 10 areas defining the scope of the commission do you have experience?**

Waste management, energy efficient building and transportation, clean energy (solar), protecting natural resources

**What knowledge, experience, or expertise will you bring to this board?**

Knowledge and experience of ecological building , communication and facilitation experience, energy efficiency

**Have you, or do you currently, serve on other Kenai Peninsula Borough commissions, boards or committees?**

No.

**Are you available for:**

Night meetings Day meetings

**Comments (areas of interest, additional experience or qualifications, etc.):**

Interested in raising environmental awareness through educational processes.

## Agam Ohn-Bar

📍Kasilof, AK 📞 (424)3957135 📧 agam@amirim.com



### Introduction

I am an experienced team leader and coordinator with strong creative abilities designing and putting into practice sustainable strategies. I hold both knowledge and experience in ecological building and energy efficient methods and I enjoy working with natural materials.

I learn best from real-life hands-on experience and would describe myself as an autodidact and problem solver.

I am well versed in interpersonal communications, conflict resolution, and group facilitation, proficient in educational leadership and decision-making processes. I have been passionately and wholeheartedly serving every organisation I ever was a part of always fostering collaboration and innovation to meet the objectives of team, individual and management.

I personally am an environmentalist living a plant-based minimalist lifestyle, traveling extensively via land and sea without flights.

I am a devoted community member and co-parent of two beloved children.

### Experience

2018-Current ; Ecology Team Leader at [lonia Inc. AK](#)

- Collaborated and worked closely with team members designing, manifesting, and meeting deadlines with new ecological projects and solutions such as a recycling station, energy efficient heating methods.
- Created agendas and communication materials for team meetings.
- Reduced expenses and costs (both environmental and financial) by developing functional solutions to consumerism problems e.g. community composting incl. humanure, energy-efficient transportation, bulk food purchasing.
- Facilitated conflict resolution, emotional processing and peace making forum between team members.

2017-2018 ; Certified Team Leader at [Biotekt Architecture](#)

- Coordinated with other managers, technical personnel and team leaders producing efficient site work and maintaining tight schedules.
- Enhanced production methods and improved employee motivation to maximize team productivity.

- Consulted with design, building and engineering teams to discuss and resolve conflicts effectively.
- I was a part of leading the building of 7 eco-spheres in Florida and Wisconsin.

#### 2017-Current ; Independent yoga teacher

- Certified at Sivananda yoga ashram - the Bahamas.
- Taught in Florida, New York, and the Bahamas.
- Focus on human wellbeing through sustainable living practices, raising awareness towards mental and physical health.

#### 2016-2017 ; Long distance thru-hiker

- Completed both the Trans-Israel Path (1150km) and later the Pacific Crest Trail (2650 miles) under extreme weather conditions.
- Real life experience of minimalism and low-footprint lifestyle.
- Israeli TV news item about my journey (with subtitles).

#### 2011-2017 ; Lieutenant at the Israeli Special forces

- Passed Israeli matriculation examination majoring in geography, history and civil liberties.
- Graduated officer academy majoring in educational leadership and a variety of combat trainings.
- Planned, supervised and completed several projects both in Israel and abroad, requiring challenging decision making and collaborating between engineers, managers and logistic workforce.
- Lead a team of over a 100 individuals - from combat training to active duty designing and implementing training programs and schedules.

#### 2003-Current ; Tae-Kwon-Do Student and Teacher

- Competed and won several tournaments.
- Certified teacher by the International Tae-Kwon-Do Federation in 2008.
- Taught both one-on-one and groups both youth and adults in Israel, Florida, and Alaska.

Central

Wastell, Pam

**From:** Planning Land Management  
**Sent:** Friday, September 04, 2020 2:05 PM  
**To:** Wastell, Pam  
**Cc:** Mueller, Marcus  
**Subject:** FW: Resilience & Security Advisory Commission Application Submission  
**Attachments:** 5f52b5c9c9d1c-mike-salzetti-professional-bio-09-04-2020.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Thank You,

Ann Shirnberg  
 Administrative Assistant  
 Planning Department  
 (907) 714-2215

KENAI PENINSULA BOROUGH  
 144 North Binkley Street  
 Soldotna, Alaska 99669



**PUBLIC RECORDS LAW DISCLOSURE:** This email and responses to this email may be subject to provisions of Alaska Statutes and may be made available to public upon request.

**From:** Kenai Peninsula Borough <webmaster@borough.kenai.ak.us>  
**Sent:** Friday, September 4, 2020 1:47 PM  
**To:** Planning Land Management <LMWeb@kpb.us>  
**Subject:** Resilience & Security Advisory Commission Application Submission

Hello,

An application has been submitted by Mikel Salzetti. Information from the submission is shown below.

**Resilience & Security Advisory Commission Application**

<b>Name:</b> Mikel Salzetti
<b>Mailing Address:</b> 36580 Chinulna Dr Kenai, AK 99611
<b>Residential Address (if different from mailing address):</b> /
<b>Email:</b>

salzetti.ak@gmail.com

**Mobile:**

9073985073

**Work Phone:**

**Home Phone:**

**Occupation or place of employment:**

Homer Electric Association

**How long have you lived in the area served by this Resilience & Security Advisory Commission?**

12 plus years

**In which of the 10 areas defining the scope of the commission do you have experience?**

Energy efficiency(2&3), renewable energy(4), cost benefit analysis (7) and grant writing(9)

**What knowledge, experience, or expertise will you bring to this board?**

Electrical Engineer with 30 years of engineering experience. I have extensive experience with renewable energy and natural gas market and natural gas infrastructure.

**Have you, or do you currently, serve on other Kenai Peninsula Borough commissions, boards or committees?**

No. Although I am currently working with the Borough on a potential Landfill Gas (LFG) Project where I will recuse myself for any LFG Project dealings if that Project should move forward.

**Are you available for:**

Night meetings

**Comments (areas of interest, additional experience or qualifications, etc.):**

My apologies, I do not have a current resume. Attached is a short professional bio.

**Mikel Salzetti, Manager of Fuel Supply & Renewable Energy Development – Homer Electric Association**

Mikel Salzetti has over 30 years of engineering experience with the last 20 of those years spent in the electric utility business. His engineering responsibilities have included long range strategic planning, economic analysis and justification, contract administration, contract negotiations in excess of \$168MM, procurement, contractor supervision, maintenance engineering, project management, system design, software engineering and technical oversight on projects ranging to \$80MM and in plants as large as 800MW.

Mr. Salzetti played an integral role in the design of Homer Electric's new generation facilities. He has managed the Grant Lake Hydroelectric Project since June of 2010 which recently gain its FERC License and currently manages the fuel supply, storage and transportation for Homer Electric.

Mr. Salzetti holds a BS in Electrical Engineering from Utah State University and is just a thesis away from completing an MS in Electrical Engineering with a power emphasis from the University of Idaho.

**Wastell, Pam**

Central

**From:** Planning Land Management  
**Sent:** Tuesday, September 08, 2020 6:02 AM  
**To:** Wastell, Pam  
**Cc:** Mueller, Marcus  
**Subject:** FW: Resilience & Security Advisory Commission Application Submission  
**Attachments:** 5f53ce1d6b022-resume-of.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Thank You,

Ann Shirnberg  
 Administrative Assistant  
 Planning Department  
 (907) 714-2215

KENAI PENINSULA BOROUGH  
 144 North Binkley Street  
 Soldotna, Alaska 99669



**PUBLIC RECORDS LAW DISCLOSURE:** This email and responses to this email may be subject to provisions of Alaska Statutes and may be made available to public upon request.

**From:** Kenai Peninsula Borough <webmaster@borough.kenai.ak.us>  
**Sent:** Saturday, September 5, 2020 9:43 AM  
**To:** Planning Land Management <LMWeb@kpb.us>  
**Subject:** Resilience & Security Advisory Commission Application Submission

Hello,

An application has been submitted by Richard L Davidson. Information from the submission is shown below.

**Resilience & Security Advisory Commission Application**

<b>Name:</b> Richard L Davidson
<b>Mailing Address:</b> 43900 Eagle Lake Drive Kenai, Alaska 99611
<b>Residential Address (if different from mailing address):</b> ,
<b>Email:</b>

richd24@me.com

**Mobile:**

**Work Phone:**

9073940434

**Home Phone:**

**Occupation or place of employment:**

Central Peninsula Hospital

**How long have you lived in the area served by this Resilience & Security Advisory Commission?**

15 years

**In which of the 10 areas defining the scope of the commission do you have experience?**

I'm a Facilities Director with a broad experience base in planning, utilities management, and construction.

5.

**What knowledge, experience, or expertise will you bring to this board?**

I'm a Facilities Director with a broad experience base in planning, utilities management, and construction.

**Have you, or do you currently, serve on other Kenai Peninsula Borough commissions, boards or committees?**

no

**Are you available for:**

Night meetings

**Comments (areas of interest, additional experience or qualifications, etc.):**

Interested in seeing the borough take a fiscally sound approach to continuous environmental improvement

# Resume of Richard Davidson

## Experience

Central Peninsula Hospital  
250 Hospital Place  
Soldotna, AK 99669  
Support Services Director

2005 - Present

Responsible for Design, Construction, and operation of the hospital facilities and off site buildings. Responsibilities include management of Facilities Engineering, Biomedical Engineering, Environmental Services, Laundry Services, Food Services, Safety and Security.

Sodexo Management Services  
9801 Washingtonian Boulevard  
Gaithersburg, Md 20878

1992 – 2005

Multiple progressively responsible positions covering aspects of Facilities Engineering, Environmental Services, and Food Services for healthcare facilities within 10 western states.

Pali Momi Medical Center  
Aiea, Hi  
Director of Facilities and Biomedical Engineering

1989-1992

Overall responsibility for facilities and biomedical engineering for an acute care hospital

Wastell, Pam

Northwest

**From:** Planning Land Management  
**Sent:** Thursday, August 20, 2020 8:43 AM  
**To:** Wastell, Pam; Mueller, Marcus  
**Subject:** FW: Resilience & Security Advisory Commission Application Submission  
**Attachments:** 5f3dd386aba56-resume-2020.doc

Thank You,

Ann Shirnberg  
 Administrative Assistant  
 Planning Department  
 (907) 714-2215

KENAI PENINSULA BOROUGH  
 144 North Binkley Street  
 Soldotna, Alaska 99669



**PUBLIC RECORDS LAW DISCLOSURE:** This email and responses to this email may be subject to provisions of Alaska Statutes and may be made available to public upon request.

**From:** Kenai Peninsula Borough <webmaster@borough.kenai.ak.us>  
**Sent:** Wednesday, August 19, 2020 5:36 PM  
**To:** Planning Land Management <LMWeb@kpb.us>  
**Subject:** Resilience & Security Advisory Commission Application Submission

Hello,

An application has been submitted by Michele A Hartline. Information from the submission is shown below.

### Resilience & Security Advisory Commission Application

<b>Name:</b>	Michele A Hartline
<b>Mailing Address:</b>	PO BOX 7933 NIKISKI, AK 99635
<b>Residential Address (if different from mailing address):</b>	51665 STICKLEBACK ROAD Nikiski, AK 99635
<b>Email:</b>	hartlines@hotmail.com
<b>Mobile:</b>	19078308327

**Work Phone:**

19078308327

**Home Phone:**

**Occupation or place of employment:**

Retired

**How long have you lived in the area served by this Resilience & Security Advisory Commission?**

16 years

**In which of the 10 areas defining the scope of the commission do you have experience?**

- #2 – Cost & energy efficiency in buildings
- #3 – Cost & energy efficiency in transportation.
- #7 – Cost benefit analysis of sustainable resource initiatives.
- #8 – Active engagement & communication with borough communities to develop and institute sustainable groups, task forces, online media, etc.
- #9 – Seek funding to support the work of the commission.
- #10 – Other similar efforts focused on protection of our natural resources, economy, security & well-being

**What knowledge, experience, or expertise will you bring to this board?**

As a professional career accountant, auditor and business analyst, I will be invaluable in fulfilling scope ob  
 Through my extensive volunteer experience, I will prove to be an active and energetic member to the succ  
 Re: bullet #10, as a KPB citizen, I brought the issue of the Elodea infestation to the attention of the KPB A  
 invasive weed was stopped quickly before more water bodies were infected and threatening our anadromic  
 the State sharing my experience in the battle to eradicate Elodea around the state.

**Have you, or do you currently, serve on other Kenai Peninsula Borough commissions, boards or committees?**

Yes, I am currently serving on the Road Service Area Board. I also served as a alternate member of the Board of

**Are you available for:**

Night meetings Day meetings

**Comments (areas of interest, additional experience or qualifications, etc.):**

See Resume attached.

**Michele A. Hartline**  
P.O. Box 7933  
Nikiski, Alaska 99635-7933  
(907) 830-8327(c)  
E-mail: hartlines@hotmail.com

---

**OBJECTIVE**

To acquire a commission appointment to the Kenai Peninsula Borough's Resilience & Security Advisory Commission.

**PROFESSIONAL EMPLOYMENT**

- 2010 **ENUMERATOR, US CENSUS BUREAU**  
Conducted field surveys gathering statistics on people, places and economy in my community for the US Government.
- 2010 **BOOKKEEPER, D RAPPE EXCAVATING**  
Full-charge bookkeeper for Nikiski excavator.
- May, 2008 to 2010 **SELF EMPLOYED, FNG ENTERPRISES, LLC**  
Owner/operator of the Kenai Peninsula's exclusive dealership in sales, installation and service of Phantom Screen Doors and Tucson Rolling Shutters.
- March, 2008 to 2009 **DAT LEADER, AMERICAN RED CROSS ALASKA CHAPTER-CENTRAL KENAI PENINSULA**  
Organize and supervise 23 volunteer Disaster Action Team members to assist clients through disasters.
- January, 2003 to August, 2004 **GENERAL CONTRACTOR, CONSTRUCTION OF PERSONAL RETIREMENT HOME**  
Designed, purchased and expedited all materials, supervised workers, and successfully completed project on time and on budget for personal retirement home.
- August, 2001 to December, 2003 **SR. CONTRACT AUDITOR/CONSULTANT, LYNX INC., SUB-CONTRACTED TO CONOCOPHILLIPS**  
Audited and consulted multimillion-dollar contracts for contract compliance in identifying and recovering million-dollar claims. Represented ConocoPhillips in intense negotiation resolutions. Served as consultant in new contract agreements. Position required excellent analysis and communication skills to master high exposure and contentious issues.
- April, 1999 to July, 2001 **BUSINESS ANALYST, ARCO ALASKA, INC., ALPINE PROJECT**  
Business Analyst on new Alpine oil and gas field. Responsibilities included contract negotiations through competitive bidding process, cost and budget analysis, and project management on multifarious venture.
- August, 1996 to April, 1999 **SR. CONTRACT AUDITOR, ARCO ALASKA, INC., POLICY & INTERNAL CONTROL**  
Responsible for conducting \$1+ billion annual contract compliance audits. Analyzed ARCo's major contractual agreements between suppliers and service companies in a detailed and strategic perspective, i.e. contractor accounting structure through vouchering, to income statement analysis. Audit arenas overflowed into ARCo Internal Policy, Control and Audit investigations.
- January, 1990 to August 1996 **SR. AUDIT COORDINATOR, ARCO JOINT INTEREST/CONTRACT COMPLIANCE**  
Control, analyze and defend multimillion-dollar exposure audit claims filed against ARCo by co-owner oil corporations of major and exploratory oil and gas recovery field operations.
- November, 1985 to January, 1990 **CONTROL ACCOUNTANT, ARCO MATERIALS ACCOUNTING**  
Responsible for financial reconciliations of multimillion-dollar physical warehouse assets. Instrumental in leadership and supervision of implementing computerized accounting system programming for financial control of ARCo warehousing. Frequently performed assessment evaluation projects which were instrumental in major business decisions. Step-up supervisor for twelve full-time employees.
- June, 1984 to August, 1985 **PROCUREMENT SPECIALIST/BUYER, ARCO PURCHASING**  
Responsible for the procurement of several types of commodities required for the successful operations of major oil fields in Alaska. Position required complex inventory control management skills, excellent interpersonal skills to successfully negotiate between field users and vendors, and several utility skills to support the comprehensive computerized purchasing system.

- February, 1983  
to June, 1984      **MATERIALS RECORD ASSOCIATE/WORK LEADER/STEP-UP SUPERVISOR, ARCO MATERIALS RECORDS**  
Supervised four full-time and three contract employee positions from hire, through performance reviews, and terminations during six0+ month vacancy of supervisory position. Anchorage based position was the nucleus of all materials records accumulation for all oil field and exploration activity conducted by ARCO in Alaska.
- September, 1976  
to February, 1983      **RECORDS CONTROL ASSOCIATE/INVENTORY CONTROL SPECIALIST, ARCO PRUDHOE BAY MATERIALS**  
Responsible for overseeing and assignment of personnel performing physical inventories. Analyzed, researched and reconciled inventory management levels located on-site at ARCo's major oil field discovery, Prudhoe Bay, Alaska.

**BOARDS & COMMISSIONS**

- February, 2018  
to Present      ~~Alaska Pacific University Board of Trustees, Kenai Peninsula Borough Board of Trustees~~ Organizational Management.  
~~Graduated Cum Laude~~ to KPBA Assembly on 645 miles of non-incorporated areas roads standards, maintenance, construction, right-of-ways, improvements, etc.
- May, 2019  
to Present      ~~Alaska Pacific University Board of Trustees, Kenai Peninsula Borough Board of Trustees~~ Organizational Management.  
~~Graduated Cum Laude~~ to the State of Alaska to ensure 2020 Census success.
- 2015  
to December, 2017      **BOARD OF EQUALIZATION, KENAI PENINSULA BOROUGH**  
Alternate on Board that heard and ruled on property owners' challenges to their assessed property values.

**EDUCATION**

December, 1997      Alaska Pacific University, Anchorage, Alaska. B.A., Business, Organizational Management.  
Graduated Cum Laude.

Additional Skills      Computers: Proficient in MicroSoft Applications: Excel, Word, PowerPoint, Internet competent

Training      Seminars/ CPE Courses: Contract Auditing, Advanced Fraud Auditing, Oil & Gas Accounting, Auditing For In-Charge Auditors, Time Management, Prudhoe Bay Maintenance System, Interactive Financial Planning, Assertiveness Training, Interpersonal Skills Workshop, Interviewing Skills, Workshop of Work Leaders, Cultural Diversity in Alaska, Conflict Management, Problem Solving, Individual Development Seminar, Toxic Substances Control/Hazardous Materials, Negotiation Skills Workshop.

**INTERESTS**

- Volunteer Service      Extensive life-time service to non-profit organizations including: Red Cross, District 1 Little League, Abbott-O-Rabbit Little League, Campfire, Anchorage Community Theatre, United Way, Beans Cafe, Food Bank of Alaska, Nikiski Neighbors Food Pantry, Iditarod, PTA, North Kenai Chapel, Nikiski Community Council (Officer), North Kenai Community Club (Secretary), Alaska Republican Party District 29 (Vice Chair, Bonus Vote, Treasurer), Republican Women of the Kenai (President), events & activities organizer, multiple political campaigns (APOC Treasurer for two candidates), et.al.
- Current & Past Memberships      Daughters of the American Revolution, MENSA, National Rifle Association, Republican Women of the Kenai
- Other Interests      Grandchildren, snowmobiling, fishing, traveling, four-wheeling, genealogy, scrapbooking, quilting

**REFERENCES**

- Wayne Ogle      50160 Birch Grove St., Kenai, AK 99611; (907)690-1308(c)
- Kelly Tshibaka      PO Box 200824, Anchorage, AK 99520; (907)419-7738
- Mike & Kay      35186 Kenai Spur Hwy, Soldotna, AK 99669; (907)398-6835(c) or (907)398-1025

**Michele A. Hartline**

Tauriainen

**PROFESSIONAL EMPLOYMENT  
(CONTINUED)**

At Large

**From:** Hanson, Ben  
**To:** Planning Land Management  
**Subject:** Resilience & Security Advisory Commission Application Submission  
**Date:** Friday, September 04, 2020 2:57:24 PM  
**Attachments:** 2f2c65357a72-rsac-resume-randy-a.pdf

Hello,

An application has been submitted by Randy Arndt. Information from the submission is shown below.

**Resilience & Security Advisory Commission Application**

<b>Name:</b> Randy Arndt
<b>Mailing Address:</b> PO Box 1477 Homer, AK 99603-1477
<b>Residential Address (if different from mailing address):</b> 58231 Glacierview Rd S Homer, AK 99603
<b>Email:</b> randyarndt@acsalaska.net
<b>Mobile:</b> 907-399-1799
<b>Work Phone:</b> 907-399-1799
<b>Home Phone:</b> 907-235-7028
<b>Occupation or place of employment:</b> Self Employed
<b>How long have you lived in the area served by this Resilience &amp; Security Advisory Commission?</b> 63 yrs
<b>In which of the 10 areas defining the scope of the commission do you have experience?</b> All of them.
<b>What knowledge, experience, or expertise will you bring to this board?</b> This Commission defines what has become my life's work. 6-Star Custom Home Builder Only Area GSHP Installer Very versed in Energy Efficient Building methods and Systems Life Time Alaskan
<b>Have you, or do you currently, serve on other Kenai Peninsula Borough commissions, boards or task forces?</b> No
<b>Are you available for:</b> Night meetings Day meetings
<b>Comments (areas of interest, additional experience or qualifications, etc.):</b> Anything to do with help Alaska develop and move forward. Would like to see the KP/B provide some direction for future home builders that are in the interest of all involved.

**Randy Arndt**  
**58231 Glacierview Rd S #1477**  
**Homer, AK 99603-1477**

907-399-1799 Cell  
907-235-7028 Home/Fax

### Objective

1. Provide background on my life to date in Alaska
2. Provide my experience of 60+ Years Living/Working in Alaska
3. Learn from others on the board
4. Help guide the KPB to develop a sound path forward for this and future generations

### Summary

1. All governments are designed to provide guidance and protection to it's Citizens. Therefore it must receive input from those it governs over and the R&SAC is one of those sources of information. It should represent all factions of the public to insure that all the needs for development and preservation of the Alaskan way of life are assured.

### Experience

1. Started working here in Homer in 1970 at the age of 14. At that time my Father ran a Construction Business doing dirtwork and building construction. We installed the Homer Water and Sewer systems over the next couple of years.
2. After High School I continued to work for the family business as we branched out to working Statewide providing Airports and Roads to developing areas from South Central to North Slope.
3. This varied and often difficult work taught me the need for an open mind when battling the diverse Alaska landscapes and challenges.
4. During this time we build 27 remote Airports and 100's of miles of roads providing much needed access for town and villages to resources they needed to move forward and remain safe.
5. Then around 2005 as that chapter of my life closed down, I started my own business building houses here in Homer. As this developed I became more interesting in the Energy Efficiency side of building and soon was trained and installing Ground Source Heat Pumps, the second

person in the State to do so, I believe.

6. This then evolved into building 6-Star rated homes, using Solar Passive designs and Passive House techniques, IAQ and other energy efficient practices. I developed a design for crystal clear high solar input windows while providing low U-Values. Last I checked I had built half of the 6-Star homes registered with the State here in Homer.

## Education

1. Graduated HHS 1974
2. Attended the following Colleges
3. Kilgore College – Kilgore TX
4. LeTourneau University – Longview TX
5. U of Wash – Seattle WA
6. I have been Educating myself since then through CE classes and now online Classes it is an never ending ride.

## Skills

1. Having being raised An Alaskan I am pretty much capable of anything.
2. Having worked in the bush most of my life I can think creatively and outside the box.
3. I am self-motivated and am continually furthering my education, have not yet met anything that completely stopped me.
4. Able to see things differently than the main stream and am a bit of an visionary on how things might or might not work out.
5. I can build things and develop ideas in my head and envision the outcome before they enter reality.
6. I am pretty good with people and pushing ideas forward.

## Reference – Upon Request

1. Lastly : When I saw this Committee, I realized that it was just up my alley, most all the things listed as objectives were also things that I care about. So I would be honored to do my civic responsibility and be part of it and help provide sound and wise advise and direction to the KPB leadership.

Thank You, Randy Arndt

At Large

**Wastell, Pam**

**From:** Planning Land Management  
**Sent:** Tuesday, September 01, 2020 2:04 PM  
**To:** Wastell, Pam  
**Cc:** Mueller, Marcus  
**Subject:** FW: Resilience & Security Advisory Commission Application Submission  
**Attachments:** 5f4ea8461c695-resume-jan2020.doc

Thank You,

Ann Shirnberg  
Administrative Assistant  
Planning Department  
(907) 714-2215

KENAI PENINSULA BOROUGH  
144 North Binkley Street  
Soldotna, Alaska 99669



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**From:** Kenai Peninsula Borough <webmaster@borough.kenai.ak.us>  
**Sent:** Tuesday, September 1, 2020 12:00 PM  
**To:** Planning Land Management <LMWeb@kpb.us>  
**Subject:** Resilience & Security Advisory Commission Application Submission

Hello,

An application has been submitted by ROWLAND SCOTT WATERMAN. Information from the submission is shown below.

**Resilience & Security Advisory Commission Application**

<b>Name:</b> ROWLAND SCOTT WATERMAN
<b>Mailing Address:</b> PO BOX 31 HOMER, Alaska 99603
<b>Residential Address (if different from mailing address):</b> /
<b>Email:</b> <a href="mailto:info@sevnw.com">info@sevnw.com</a>
<b>Mobile:</b>

9078413705

**Work Phone:**

9078413705

**Home Phone:**

**Occupation or place of employment:**

Retired

**How long have you lived in the area served by this Resilience & Security Advisory Commission?**

2 years full time, 12 years part time

**In which of the 10 areas defining the scope of the commission do you have experience?**

Energy efficiency, renewable energy, energy related to agriculture, transportation

**What knowledge, experience, or expertise will you bring to this board?**

I managed energy efficiency and renewable energy programs at the Alaska Housing Finance Corporation for homes, and currently own a small renewable energy business.

**Have you, or do you currently, serve on other Kenai Peninsula Borough commissions, boards or committees?**

None

**Are you available for:**

Night meetings Day meetings

**Comments (areas of interest, additional experience or qualifications, etc.):**

I can bring to this commission solid organizational management experience. I have worked in various area organizations for almost all of my career. I have vast experience in energy efficiency in buildings, and initiatives in the 2010-2012 time frame through AHFC. I can assist in developing plans for economic initiation and management, and am well suited to bringing consensus to a group and have much experience in group dynamic. I currently sit on the Board of Directors of the Association, and the Renewable Energy Alaska Project (REAP).

## Scott Waterman

PO Box 31  
Homer, Alaska 99603

Email: scottwaterman@gmail.com

Phone: (907) 841-3705

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### **QUALIFICATIONS AND SKILLS SUMMARY & HIGHLIGHTS**

MORE THAN 30 YEARS PROFESSIONAL EXPERIENCE IN ENERGY POLICY AND COMMUNICATIONS. Proven skills in public speaking, program design, project development, energy efficiency and renewable energy, public policy development, writing and editing, event coordination, project administration, utility policy, construction management, technical and grant writing, research and analysis, audio production, and public relations. I played a significant part in an energy efficiency programmatic ramp up from \$7 million per year to nearly \$750 million over three years.

#### **Energy Efficiency and Renewable Energy**

- Comprehensive understanding and practical application of air, moisture and energy flows in buildings
- Design, planning and cost estimating of energy efficient retrofits
- Intensive study and understanding of local, national, and global energy issues
- Comprehensive ability to manage efficiency programs, grants, contracts and people
- Clear ability to do research and analysis and to communicate complex energy policy and issues to others
- Broad understanding of renewable & energy efficiency systems and cost benefit analysis abilities
- Recognized speaker on energy, health, safety, comfort, durability and affordability problems in housing

#### **Technical/Construction and Construction Management**

- Keen ability to diagnose and troubleshoot complex systems
- Built two personal ultra-energy efficient homes – one near net zero
- Plan, develop and implement individual projects, village projects, and programs
- Oversee contracts and contractors, monitoring compliance and budget analysis
- Building Performance Institute Building Analyst Certification
- Lead Hazard Risk Assessor and Inspector Certification obtained (expired)
- Association of Energy Engineers Certified Energy Auditor (CEA)
- Quality Assurance Inspections (aviation, housing, program compliance)

#### **Project and Personnel Management**

- General Manager, Project Manager and Program Director, supervise up to ten direct employees and up to 60 volunteers
- Key planner in development of Home Energy Rating Program, Public Facilities Retrofit, & EE Education
- Develop and administer budgets in excess of \$20 million per year
- Manage multiple contracts and grants, facilitate technical assistance, education, and contractor monitoring.
- Developed Building Monitoring program in use in over 200 public facilities
- Volunteer coordinator for radio – Supervise, schedule and coordinate up to 60 volunteers for air shifts 6am-midnight 365 days a year
- Work center supervisor for five employees in aviation electronics
- Keen analysis of program evaluation

#### **Event Coordination**

- 4X Chair of Energy Northwest/OutWest conference with up to 500 attendees 1998-2004
- Charter member Beaming Biioneers Conference 2004-2008 (up to 425 attendees)
- Planning committee for Cold Comfort Conferences 1996-2000 (up to 350 attendees)
- Volunteer coordinator for events – manage and coordinate up to 30 people for planning and events
- Numerous concert and festival planning efforts
- Oceans Festival planning group 2005

#### **Media, Public Speaking & Public Relations**

- Numerous public presentations on housing, energy efficiency, and energy policy to over 5000 participants
- Radio Announcer/Public affairs programming for six different radio station in Alaska.
- Presenter for consumers, builders and Realtors on a variety of energy and housing issues
- Keynote speaker 2005 Alaska State Homebuilder's Association State Conference
- Plenary Speaker for Native Renewable Energy Summit, Denver CO 2005

**Writing and Editing**

- Three years of daily news reporting and writing experience for radio
- Operations manuals for radio, energy raters and housing professionals
- Numerous successful grant applications to corporations, foundations, state and federal government
- Position papers for public policy development
- Articles for building science publications

**EDUCATION**

Classes at University of Alaska Anchorage 1982, Massasoit Community College 1977

Basic Aviation Fundamentals, Basic Electricity and Electronics, Basic and Advanced Aviation Electronics USN, Millington, TN, 1977, DC-9/MD80 Aviation Electronic and Navigation Systems, St Louis MO 1979

Continuing education has included workshops in grant writing and management, utility policy, commercial building auditing and retrofit, financial regulations for federal grants, adult education and presentations, cold climate homebuilding, extensive training in building energy use and efficiency, furnace and boiler operation and maintenance, building air tightness, Lead hazard and Risk Assessor/Inspector Certification. Media and radio workshops on editorial procedures, writing radio newscasts researching a story. Using computers in audio production, advanced editing techniques. multi-track production, field recording techniques. Additional workshops on audience research and analysis, audience marketing and building. Proficient in computer software including Word, Excel, Ventura, PowerPoint, Microsoft Project and Front Page. Other training includes courses in Neuro-Linguistic Programming, Psychodrama, Phrenology, disaster leadership and response, outdoor emergency skills, first aid, CPR w/AED, and blood borne pathogens.

**PROFESSIONAL WORK HISTORY (Summary)**

Owner – Spirited Energy Ventures. Wholesale and retail sales of solar photovoltaic components 2018-present

ALASKA HOUSING FINACE CORPORATION, Anchorage, AK  
Energy Program Manager, Home Energy Rating Program Manager, 2000-2018  
Weatherization Assistance Program Manager 1994-2000, Project Specialist 1993-94

**REAL ESTATE SALES**

Heritage Real Estate, Wasilla 1991-93, Aurora Properties, Wasilla, AK 1990-91

**RADIO**

Interim General Manager, KBBI Homer, AK 2019. Announcer, Ad sales and production, Traffic Coordinator, Volunteer Coordinator, News Reporter, KABN-AM Big Lake AK 1982-87. General Manager, KIYU-AM, Galena, AK 1988. Program Director, KRBD, Ketchikan 1989-90  
News Writer, Alaska Public Radio Network 1990-92, 9<sup>th</sup> Alley Blues host, KNBA-FM Anchorage 1999-2015

**HOME CONSTRUCTION**

Various contractors 1981-84, Technical manager, Enerdynamics, Wasilla 1983-84  
Built two ultra-energy efficient homes for myself 1991-94 and 2002-04

**AVIATION ELECTRONICS TECHNICIAN**

US Navy, 1976-1981, World Airways 1981, Oakland, CA, North End Aviation, Willow, AK 1984

**BOARD AND VOLUNTEER SERVICE**

Charter Board member, WAP/TAC Weatherization Assistance Program Technical Advisory Council 1995-2000  
Board Member National Association of State Community Service Providers 1997-2000  
Chairman Energy Northwest, Energy OutWest Conference Planning Committee 1998-2004 Board Member, Energy OutWest Conference Planning Committee , 1995-2006, Board Member Energy OutWest 1996 -1999  
Bioneers in Alaska Planning Committee 2003-2009  
Advisory Board Member Renewable Energy Alaska Project 2005-2018, Board member 2019-present  
Alaska Solar Energy Industry Association Board Member 2019-Present  
Board member, Alaska Building Science Network 2019-present

AT LARGE

Wastell, Pam

**From:** Planning Land Management  
**Sent:** Thursday, September 03, 2020 6:03 AM  
**To:** Wastell, Pam  
**Cc:** Mueller, Marcus  
**Subject:** FW: Resilience & Security Advisory Commission Application Submission  
**Attachments:** 5f5034cb5084c-raveloam-cv-2020.docx

Thank You,

Ann Shirnberg  
 Administrative Assistant  
 Planning Department  
 (907) 714-2215

KENAI PENINSULA BOROUGH  
 144 North Binkley Street  
 Soldotna, Alaska 99669



**PUBLIC RECORDS LAW DISCLOSURE:** This email and responses to this email may be subject to provisions of Alaska Statutes and may be made available to public upon request.

**From:** Kenai Peninsula Borough <webmaster@borough.kenai.ak.us>  
**Sent:** Wednesday, September 2, 2020 4:12 PM  
**To:** Planning Land Management <LMWeb@kpb.us>  
**Subject:** Resilience & Security Advisory Commission Application Submission

Hello,

An application has been submitted by Alexandra Ravelo. Information from the submission is shown below.

**Resilience & Security Advisory Commission Application**

<b>Name:</b> Alexandra Ravelo
<b>Mailing Address:</b> PO Box 3540 Homer, Alaska 99603
<b>Residential Address (if different from mailing address):</b> 53500 Marimac Rd Homer, Alaska 99603
<b>Email:</b> <a href="mailto:alexandramavelo@gmail.com">alexandramavelo@gmail.com</a>
<b>Mobile:</b>
<b>Work Phone:</b>

**Home Phone:**

**Occupation or place of employment:**

Project GRAD Kenai Peninsula

**How long have you lived in the area served by this Resilience & Security Advisory Commission?**

2 years

**In which of the 10 areas defining the scope of the commission do you have experience?**

6, 9 and 10

**What knowledge, experience, or expertise will you bring to this board?**

I have extensive experience in grant writing related to science and education. As a research scientist, I worked to create a comprehensive understanding of the marine ecosystem, and how to better protect resources around the Kenai Peninsula, which is a "non-profit school improvement, college access and student enrichment program partnership for the Kenai District and seven local communities". As a part of this organization, I have growing connections and a deep understanding of southern Kenai Peninsula lifestyles and challenges.

**Have you, or do you currently, serve on other Kenai Peninsula Borough commissions, boards or committees?**

No

**Are you available for:**

Night meetings

**Comments (areas of interest, additional experience or qualifications, etc.):**

I am interested in working with the commission on researching alternatives to reduce landfill waste. Seeking ways to increase waste reduction, increase opportunities of outdoor recreation, etc. I am also interested in being involved in food security while protecting natural habitats.

I truly believe that having more opportunities and ways of recreating outside make for a more resilient and healthy community. I am working towards planning projects to make KPB more bike and pedestrian friendly.

**Alexandra M. Ravelo, Ph.D.**

[alexandramavelo@gmail.com](mailto:alexandramavelo@gmail.com)

[Research Gate](#)

**EDUCATION**

---

PhD, Marine Biology (2016) University of Alaska Fairbanks, College of Fisheries and Ocean Sciences

BS, Biology (2004) Universidad Nacional de Córdoba, Argentina

**APPOINTMENTS AND WORK EXPERIENCE**

---

**2019 – Ongoing. STEAM (Sci., Tech., Eng., Art and Math) Coach for Project GRAD.**

Duties: Design and deliver STEAM curricula for afterschool programs for underserved schools in the Kenai Peninsula, Alaska.

**2017 – Ongoing. Science Instructor and program designer for Inspiring Girls Expeditions.**

Expeditions: Girls on Water, Girls on Ice Alaska and Girls on Ice North Cascades

Duties: Pre-expedition logistics, participant selection, and development of science curricula, science and wilderness mentoring in the back country, safety and team management.

**2018 – 2020. Adjunct Faculty. University of Alaska.**

Courses: Fundamentals of Biology (BIOL A106), Principles of Ecology (BIOL A271)

Duties: Develop and deliver class lectures, homework and evaluations.

**2017 – 2018. Research Biologist. Sitka Sound Science Center, Sitka, Alaska.**

Duties: PI for project titled “The nutritional quality of *Macrocystis pyrifera* at the northern end of its range”, project management, including sample collection and processing for stable isotope analysis, analysis of results and reporting, budget and schedule management, and mentoring of undergraduate students participating in the project.

Director of the Scientist in Residency Fellowship program: recruitment and selection of fellows, travel logistics, budget and schedule management, facilitate outreach activities for fellows with local community schools, and preparation of final report.

**2016 – 2017. Postdoctoral Fellow. University of Alaska Fairbank.**

Project: “Biogeography of epibenthic assemblages in the central Beaufort Sea”

Duties: Data analysis and archival. Coordination with multidisciplinary research team for data sharing and final report preparation. Write and submit results for peer-reviewed publication.

**2010 – 2015. Teaching Assistant. University of Alaska Fairbanks.**

Courses: Scientific diving (MSL 220, 2012-2015). Field studies in sub-tidal ecology (MSL 421, 2012-2015). Introduction to fisheries management (FISH 101, 2014). The Oceans (MSL 111, 2010-2011)

**2009 – 2010. Marine Protected Species Observer for RPS Energy.**

Duties: Conduct visual and acoustic observations for protected marine species for clients within the seismic and oil industries in compliance with the requirements of the National Marine Fisheries Service and Bureau of Ocean Energy Management.

**2008 – 2010. Sea Sampler for the International Pacific Halibut Commission.**

Duties: Collect catch per unit effort data, transmit quality-controlled data in season, coordinate survey objectives with vessel captain and crew, monitor fish offload and handle fish sale transactions in port, mark and recapture experiments, sea bird surveys, reporting of interactions with marine mammals, fish genetic and contaminant tissue sample collections, and oceanographic data collection with CTDs. Total deployment: 230 days at sea.

## **2006 – 2009. Groundfish Observer Program. National Marine Fisheries Service. NOAA.**

Duties: Record fishing effort, location, and total catch information. Determine the species composition of catches for multiple fisheries (bottom trawling, pelagic trawling and longline). Biological sample collections, including, size frequencies and sex ratios, stomach samples, genetic samples, otolith and scale samples. Monitor for and document compliance with fishing regulations. Record incidental takes and interactions of marine mammals and seabirds with fishing gear. Total deployment: 375 days at sea.

## **SKILLS**

**Certifications:** American Academy of Underwater Science – 265 dives logged. PADI advanced diver – 35 dives logged. Wilderness First Responder. Alaska Safe Boating certificate.

**Languages:** Native proficiency in Spanish. Good knowledge of Portuguese.

**Software:** R, ArcGIS, PRIMER, Matlab, Photoshop, Data archival and repository - Provenance Aware Synthesis Tracking Architecture (PASTA).

## **PROFESSIONAL SERVICES AND ORGANIZATIONS**

Peer Reviewer for journals: *Deep Sea Research II*, *Journal of Experimental Marine Biology and Ecology*, *Polar Biology*, *Journal of Experimental Marine Biology and Ecology*  
University of Alaska Diving Control Board, student representative (2013 – 2016)

## **SYNERGISTIC ACTIVITIES**

**Field support for marine focused research projects:** S. López (UFRJ, 2005), S. Savard (UAF, 2011), K. Iken (ZEN, 2011), K. Powell (UAF, 2012-2013), S. Traiger (UAF, 2014), D. Rasher (UM, 2014), J. Metzger and A. Bland (UAF, 2016-2017), L. Bell (SSSC, 2017), E. Collins (UAF, 2017), C. Guo (UAF, 2018), S. Saupe (CIRCAC, 2019)

**Mentoring experience for marine related projects:** Christina Nicely (UAF, 2014), Kristina Long, Nico Dellacroce, Anthony Walloch and Makenzie Wiser (UAS, 2018), Muriel Reid (Mt Edgecumbe high school, 2018)

**Science Outreach:** Bringing science and marine organisms to classroom (2011-2016). Marine science educator for Barnette Magnet School Aquanauts program (2016)

**Workshop development:** Inspiring Girls Expeditions instructor training in Kachemak Bay for Girls on Water (Summer 2018)

**Workshop participation:** Mindful Leadership, UAF, Fairbanks, AK (2018). Inspiring Girls Expeditions mentoring and curricula development, remote (2018). Co-production of knowledge in Alaska, Alaska Marine Science Symposium, Anchorage, AK (2018). Ecological Data Initiative, Albuquerque, NM (2017). Arctic Council's State of the Arctic marine biodiversity working group, Iceland (2016).

## **PUBLICATIONS**

**Ravelo AM, B Konar, JM Grebmeier & AR Mahoney.** (in prep.) What lies beneath the ice: Sea ice metrics as indicators of benthic communities in the Alaska Arctic.

**Ravelo AM, BA Bluhm, N Foster & K Iken** (2020) Biogeography of epibenthic assemblages in the central Beaufort Sea. *Marine Biodiversity*. [10.1007/s12526-019-01036-9](https://doi.org/10.1007/s12526-019-01036-9)

**Konar B, M Edwards, A Bland, AM Ravelo, S Traiger & BP Weitzman** (2017) A swath across the great divide: kelp forests across the Samalga Pass biogeographic break. *Continental Shelf Research*. [10.1016/j.csr.2017.06.007](https://doi.org/10.1016/j.csr.2017.06.007)

- Jørgensen LL, P Archambault, M Blicher, N Denisenko, G Gudmundsson, K Iken, V Roy, J Sørensen, N Anisimova, C Behe, B Bluhm, V Metcalf, S Olafsdottir, T Schiøtte, O Tenda, D Piepenburg, **AM Ravelo** & M Kendra (2017) State of the Arctic marine biodiversity. Arctic Council, Circumpolar Biodiversity Monitoring Program - Conservation of Arctic Flora and Fauna. <http://hdl.handle.net/11374/1955>
- Ravelo AM**, B Konar, BA Bluhm & K Iken (2017) Population dynamics of the Arctic dominant brittle star species *Ophiura sarsii* and *Ophiocten sericeum*. Continental Shelf Research. [10.1016/j.csr.2017.03.011](https://doi.org/10.1016/j.csr.2017.03.011)
- Ravelo AM**, B Konar & BA Bluhm (2015) Epibenthic community variability on the Alaska Beaufort Shelf. Polar Biology. [10.1007/s00300-015-1741-9](https://doi.org/10.1007/s00300-015-1741-9)
- Ravelo AM**, B Konar, JH Trefry & JM Grebmeier (2014) Epibenthic community variability in the northeastern Chukchi Sea. Deep-Sea Research II. [10.1016/j.dsr2.2013.07.017](https://doi.org/10.1016/j.dsr2.2013.07.017)
- Konar B, **AM Ravelo**, J Grebmeier & JH Trefry (2014) Size frequency distributions of key epibenthic organisms in the eastern Chukchi Sea and their correlations with environmental parameters. Deep Sea Research II. [10.1016/j.dsr2.2013.07.015](https://doi.org/10.1016/j.dsr2.2013.07.015)

### GRANTS, FELLOWSHIPS AND AWARDS

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2018. Biomedical Learning and Student Training Faculty Pilot Project Grant.
2015. University of Alaska Graduate School thesis completion grant.
2014. North Pacific Research Board Graduate Student Research Grant Award.
2014. Graduate School travel award.
2013. Alaska EPSCoR travel grant.
- 2013 and 2015. Robert Byrd Scholarship.
- 2012 and 2013. Alaska Space Grant Graduate Student Fellow.
2012. Best graduate student dean's recognition.
2011. Prince William Sound Oil Spill Recovery Institute Graduate Student Research Fellow.

### CONFERENCE AND SEMINAR PRESENTATIONS

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- Ravelo AM**, B Bluhm, N Foster & K Iken (2019) "1000 meters under the Beaufort Sea". Alaska Marine Science Symposium.
- Ravelo AM** (2017) "A glimpse into the Alaskan Arctic marine systems". Faculty of Biosciences, Fisheries and Economics Akvasem Seminar, University of Tromsø, Norway.
- Ravelo AM**, B Konar, B Bluhm & K Iken (2016) "Growth and production of the Arctic brittle stars: *Ophiura sarsii* and *Ophiocten sericeum*". Benthic Ecology Meeting. Portland, Maine.
- Ravelo AM**, B Konar, J Grebmeier & AR Mahoney (2016) "What lies beneath the ice: Sea ice as a driver of benthic communities in the Alaska Arctic". Alaska Marine Science Symposium. Anchorage, Alaska.
- Ravelo AM**, BP Weitzman, D Rasher & R Steneck (2015) "Communities associated with crustose coralline algae reef habitat in the western Aleutian Islands". Alaska Marine Science Symposium. Anchorage, Alaska.
- Ravelo AM** (2014) "Epibenthic community patterns on the Alaska Arctic shelves, environmental drivers of community variability and dominant brittle star population dynamics". CEBIMAR (Center for Marine Biology) Seminar, University of Sao Paulo, Brazil.
- Ravelo AM** & B Konar (2014) "Correlating sea ice variables to epibenthic communities on the Alaskan Arctic shelves". Ocean Sciences Meeting. Honolulu, Hawaii.

**MAYOR'S REPORT TO THE ASSEMBLY**

**TO:** Kelly Cooper, Assembly President  
Members, Kenai Peninsula Borough Assembly

**FROM:** Charlie Pierce, Kenai Peninsula Borough Mayor 

**DATE:** October 13, 2020

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Assembly Request / Response

None

Agreements and Contracts

- a. Sole Source CareHawk intercom equipment thru Northern Support Services.
- b. Authorization to Award a Contract for ITB21-005 South Peninsula Hospital Deaerator Replacement to Norcoast Mechanical, Inc., Anchorage, Alaska.
- c. Authorization to Award a Contract for ITB21-012 911 Back Up Center Remodel to Orion Construction, Inc., Wasilla, Alaska.
- d. Authorization to Award a Contract for RFP21-003 Janitorial Services to Touch of Gold Cleaning of Nikiski, Alaska.
- e. Authorization to Award a Contract for ITB21-010 FY21 Gravel Roads – North Region, Unit 2, to Chumley's Inc., Nikiski, Alaska.
- f. Authorization to Award a Contract for ITB21-010 FY21 Gravel Roads – West Region, Units 2 & 6, to Foster Construction, LLC, Soldotna, Alaska.
- g. Authorization to Award a Contract for ITB21-010 FY21 Gravel Roads – South Region, Units 3 & 4 to East Road Services, Inc., Homer, Alaska.
- h. Authorization to Award a Contract for ITB21-010 FY21 Gravel Roads – Central Region, Unit 4 to Foster Construction, LLC, Soldotna, Alaska.
- i. O2Prime Ionization Project, through the Siemens GSA Contract – South Peninsula Hospital.
- j. O2Prime Ionization Project, through the Siemens GSA Contract – Central Peninsula Hospital & Heritage Place.

Page -2-

Date

To:

RE:

- 
- k. O2Prime Ionization Project, through the Siemens GSA Contract – Homer Area Schools.
  - l. O2Prime Ionization Project, through the Siemens GSA Contract – Seward Area Schools.
  - m. O2Prime Ionization Project, through the Siemens GSA Contract – North Peninsula Recreation and Nikiski Fire Station # 2.
  - n. O2Prime Ionization Project, through the Siemens GSA Contract – Kenai Area Schools.
  - o. O2Prime Ionization Project, through the Siemens GSA Contract – Soldotna Area Schools.
  - p. O2Prime Ionization Project, through the Siemens GSA Contract – Borough Administration Building, Office of Emergency Management Building and Kenai River Center.
  - q. NPRSA Pool Digital Control Retrofit to Siemens, Under the Government General Services Administration (GSA) Contract.
  - r. Authorization to Award a Contract for ITB21-013 Kenai Peninsula Borough Assembly Chamber Renovations to Orion Construction, Inc., Wasilla, Alaska.

OTHER

- a. Revenue-Expenditure Report – August 2020
- b. Budget Revisions – August 2020
- c. Litigation Status Report – Quarter Ending 09/30/20

# Kenai Peninsula Borough Maintenance

## MEMORANDUM

**TO:** Charlie Pierce, Borough Mayor

**THRU:** John Hedges, Purchasing & Contracting Director *JH*

**FROM:** Scott Griebel, Maintenance Director *SG*

**DATE:** September 10, 2020

**RE:** Northern Support Services "CareHawk" intercom equipment

Under Section 5.28.280a of the Borough code, it is requested that the Kenai Peninsula Borough Maintenance Department (KPBM), through mayoral sole source approval, purchase a collection of various CareHawk intercom parts from Northern Support Services, for use at both West Homer and Paul Banks elementary schools. The intercom/bell systems at both facilities are nearing complete loss of function and are in dire need of replacement. Through inquiry of the manufacturer (CareHawk Safety Communications USA.), it has been determined that Northern Support Services is the sole authorized product line distributor for the State of Alaska. Why CareHawk? CareHawk has purchased Dukane, a product line common throughout the district. Their gear is designed to seamlessly integrate with the hardware already in place and save an immense amount of tech installation time. Additionally, the CareHawk product has a feature-set and user interface ease that equals or rivals its competitors whose product line is much more expensive (by a factor of 8 to 10). Prior to the CareHawk product availability, KPBM performed a similar system replacement at Skyview Middle School, utilizing a competing system. The component cost for the SV upgrade was around \$90k. Comparatively, the component cost for both West Homer and Paul Banks will be around \$25k. Additionally, the interface panel for the equipment will allow the school facilities to manipulate and manage their bell schedules directly and without KPBM involvement; also saving tech time. This, coupled with the seamless Dukane integration and lower component cost, leads the KPBM to the CareHawk equipment as the most viable solution to expediently and cost effectively provide for the immediate need.

Your approval of this request will allow the purchase CareHawk intercom equipment from Northern Support Services for the price of \$25,350.00 and provide the KPBSD with an immediate solution for their intercom/bell system needs.

This office is available for any questions regarding this request.

Approved: Charlie Pierce Date: 9/11/2020  
 Charlie Pierce, Kenai Peninsula Borough Mayor

NOTES: n/a

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. 400.78050.19856.42310	
Amount \$25,350.00	
By: <u>PP</u> <u>BH</u>	Date: <u>9/10/2020</u>

# 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:** September 15, 2020

**RE:** Authorization to Award a Contract for ITB21-005  
South Peninsula Hospital Deaerator Replacement

The Purchasing and Contracting Office formally solicited and received bids for ITB21-005 South Peninsula Hospital Deaerator Replacement. Bid packets were released on August 13, 2020 and the Invitation to Bid was advertised in the Peninsula Clarion, Homer News, and Anchorage Daily News on August 13, 2020.

The project consists of the following: Provide labor, materials and temporary utilities to demolish and replace an owner provided Deaerator Tank at The South Peninsula Hospital.

On the due date of September 8, 2020 three (3) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$318,700.00 was submitted by Norcoast Mechanical, Inc., Anchorage, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 491.81210.20DTK.43011.

*Charlie Pierce*  
\_\_\_\_\_  
Charlie Pierce, Mayor

9/15/2020  
\_\_\_\_\_  
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct No. _____	491.81210.20DTK.43011
Amount _____	\$318,700.00
By: <i>PP</i> <i>BH</i>	Date: 9/15/2020

NOTES: n.a

**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

**BID TAB FOR: ITB21-005 SPH Deaerator Replacement**

CONTRACTOR	LOCATION	BASE BID
Norcoast Mechanical, Inc.	Anchorage, AK	\$318,700.00
Jaffa Construction, Inc.	Moose Pass, AK	\$326,000.00
Mechanical Specialists, Inc.	Wasilla, AK	\$538,937.00

DUE DATE: September 8, 2020

KPB OFFICIAL:   
John Hedges, Purchasing & Contracting Director

# Kenai Peninsula Borough Purchasing and Contracting Department

## MEMORANDUM

**TO:** Charlie Pierce, Mayor

**THRU:** John Hedges, Purchasing & Contracting Director *JH*

**FROM:** Lee Frey, Project Manager *LF*

**DATE:** September 23, 2020

**RE:** Authorization to Award a Contract for ITB21-012  
911 Back Up Center Remodel

The Purchasing and Contracting Office formally solicited and received bids for ITB21-012 911 Back-Up Center Remodel. Bid packets were released on August 31, 2020 and the Invitation to Bid was advertised in the Anchorage Daily News on August 31, 2020 and the Peninsula Clarion on September 1, 2020.

The project consists of the following: Remodel of an interior space within the Kenai River Center for use as a back-up emergency response center. Work includes upgrades to mechanical and electrical systems and installation of an automatic transfer switch.

On the due date of September 16, 2020 two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$209,400.00 was submitted by Orion Construction, Inc., Wasilla, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 271.95162.CAR17.49125 and 271.95163.CAR17.49125.

*CP*  
\_\_\_\_\_  
Charlie Pierce, Mayor

9/23/2020  
\_\_\_\_\_  
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>271.95162.CAR17.49125</u>
Amount	<u>\$179,400.00</u>
Acct. No.	<u>271.95163.CAR17.49125</u>
Amount	<u>\$30,000.00</u>
By: <i>PP BH</i>	Date: <u>9/23/2020</u>

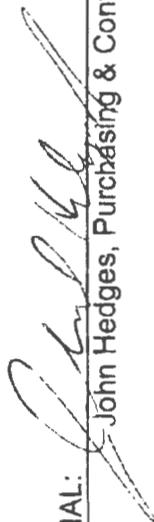
NOTES; n/a

**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

**BID TAB FOR: ITB21-012 911 Backup Center Remodel**

CONTRACTOR	LOCATION	BASE BID
Orion Construction, Inc.	Wasilla, AK	\$209,400.00
Polar North Construction, LLC	Soldotna, AK	\$290,000.00

DUE DATE: September 16, 2020

KPB OFFICIAL:  John Hedges, Purchasing & Contracting Director

# Kenai Peninsula Borough Maintenance Department

## MEMORANDUM

**TO:** Charlie Pierce, Mayor

**THRU:** John Hedges, Interim Purchasing & Contracting Director *JH*

**FROM:** Scott Griebel, Maintenance Director *SG*

**DATE:** September 23, 2020

**RE:** Authorization to Award a Contract for RFP21-003 Janitorial Services

The Purchasing and Contracting Office formally solicited and received proposals for the RFP21-003 Janitorial Services. Proposal packets were released and the Request for Proposal was advertised in the Peninsula Clarion on August 14, 2020.

The project consists of janitorial services for the Poppy Lane Facility located at 47140 E Poppy Lane, Soldotna, Alaska.

On the due date of August 28, 2109 one (1) proposal was received and ranked by a review committee as follows:

<u>FIRM</u>	<u>TOTAL SCORE</u>
Touch of Gold Cleaning	272

The highest ranking proposal, which includes a cost factor, was submitted by Touch of Gold Cleaning with a lump sum cost proposal of \$2,100 per month with a yearly total of \$25,200. The proposal review committee recommends award of a contract to Touch of Gold Cleaning of Nikiski, Alaska. Your approval for this award is hereby requested.

Funding for this project is in account numbers (See Attached).

*CP*  
\_\_\_\_\_  
Charlie Pierce, Mayor

9/24/2020  
\_\_\_\_\_  
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. See Attached	
By: <i>PP</i> <i>BH</i>	Date: <u>9/24/2020</u>
NOTES; n/a	

## **FY-2021 Account Distribution**

<b><u>DEPARTMENT</u></b>	<b><u>ACCOUNT NO.</u></b>	<b><u>MONTHLY</u></b>	<b><u>YEARLY</u></b>
Maintenance	241.41010.43011	\$1,050.00	\$9,450.00
Purchasing	100.11227.43011	\$350.00	\$3,150.00
Roads	236.33950.43011	\$350.00	\$3,150.00
Solid Waste	290.32010.43011	\$350.00	\$3,150.00
	<b>TOTAL</b>	<b>\$2,100.00</b>	<b>\$18,900.00</b>

# Kenai Peninsula Borough Purchasing & Contracting Department

## MEMORANDUM

**TO:** Charlie Pierce, Mayor

**THRU:** John Hedges, Purchasing & Contracting Director *JH*

**FROM:** Dil Uhlin, Roads Director *[Signature]*

**DATE:** September 28, 2020

**RE:** Authorization to Award a Contract for ITB21-010 FY21 Gravel Roads – North Region, Unit 2

The Purchasing and Contracting Office formally solicited and received bids for the ITB21-010 FY 21 Gravel Roads – North Region, Unit 2. Bid packets were released on September 2, 2020 and the Invitation to Bid was advertised in the Peninsula Clarion on September 2, 2020 and Homer News on September 3, 2020.

The project consists of Gravel upgrade of Escape Route Rd. Project will begin at the intersection of Holt Lamplight Rd and EscapeRoute Rd and continue southeast on Escape Route Rd for approximately 8000 feet. Work will include, but not be limited to, capping the existing roads with KPB TYPE II Borrow.

On the due date of September 17, 2020, three (3) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$48,464.50 was submitted by Chumley's Inc., Nikiski, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434.33950.21GRV.43011.

Charlie Pierce, Mayor

9/28/2020

Date

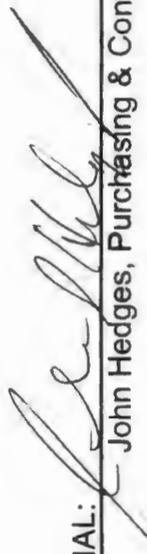
FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>434.33950.21GRV.43011</u>
Amount	<u>\$48,464.50</u>
By: <i>PP</i>	<i>BT</i> Date: <u>9/28/2020</u>
NOTES: N/A	

**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

**BID TAB FOR: ITB21-010 Gravel Road Projects - North Region, Unit 2**

CONTRACTOR	LOCATION	BASE BID
Chumley's, Inc.	Nikiski, AK	\$48,464.50
Foster Construction LLC	Soldotna, AK	\$55,260.00
D & L Construction Co., LLC	Cooper Landing, AK	\$64,153.60

DUE DATE: September 17, 2020

KPB OFFICIAL:  John Hedges, Purchasing & Contracting Director

# Kenai Peninsula Borough Purchasing & Contracting Department

## MEMORANDUM

**TO:** Charlie Pierce, Mayor

**THRU:** John Hedges, Purchasing & Contracting Director *JH*

**FROM:** Dil Uhlin, Roads Director *[Signature]*

**DATE:** September 28, 2020

**RE:** Authorization to Award a Contract for ITB21-010 FY21 Gravel Roads – West Region, Units 2 & 6

The Purchasing and Contracting Office formally solicited and received bids for the ITB21-010 FY 21 Gravel Roads – West Region, Units 2 & 6. Bid packets were released on September 2, 2020 and the Invitation to Bid was advertised in the Peninsula Clarion on September 2, 2020 and Homer News on September 3, 2020.

The project consists of Gravel upgrade of Independence Ave. Project will begin at the intersection of Independence Ave and Echo Lake Rd and continue west on Independence Ave for approximately 2,225 feet. Gravel upgrade of Base Rd. Project will begin at the intersection of Base Rd and Skyline Dr. and continue east on Base Rd for approximately 2,600 feet. Work will include, but not be limited to, capping the existing roads with KPB TYPE II Borrow.

On the due date of September 17, 2020, five (5) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$48,195.00 was submitted by Foster Construction, LLC, Soldotna, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434.33950.21GRV.43011.

*[Signature]*  
 \_\_\_\_\_  
 Charlie Pierce, Mayor

9/28/2020  
 \_\_\_\_\_  
 Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>434.33950.21GRV.43011</u>
Amount	<u>\$48,195.00</u>
By: <i>PP</i> <i>BH</i>	Date: <u>9/28/2020</u>
NOTES: N/A	

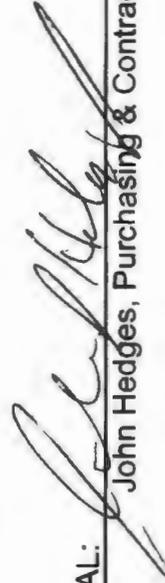
**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

**BID TAB FOR: ITB21-010 Gravel Road Projects - West Region, Units 2 & 6**

CONTRACTOR	LOCATION	BASE BID
Foster Construction, LLC	Soldotna, AK	\$48,195.00
River City Construction	Soldotna, AK	\$51,611.80
Hammond Trucking & Excavation, Inc.	Soldotna, AK	\$56,110.00
Chumley's Inc.	Nikiski, AK	\$59,920.00
Peninsula Construction, Inc.	Kenai, AK	\$68,046.00

DUE DATE: September 17, 2020

KPB OFFICIAL:

  
John Hedges, Purchasing & Contracting Director

# Kenai Peninsula Borough Purchasing & Contracting Department

## MEMORANDUM

**TO:** Charlie Pierce, Mayor

**THRU:** John Hedges, Purchasing & Contracting Director *JH*

**FROM:** Dil Uhlin, Roads Director *D*

**DATE:** September 28, 2020

**RE:** Authorization to Award a Contract for ITB21-010 FY21 Gravel Roads – South Region, Units 3 & 4

The Purchasing and Contracting Office formally solicited and received bids for the ITB21-010 FY 21 Gravel Roads – South Region, Units 3 & 4. Bid packets were released on September 2, 2020 and the Invitation to Bid was advertised in the Peninsula Clarion on September 2, 2020 and Homer News on September 3, 2020.

The project consists of SHOREBIRD LANE. It will continue down SHOREBIRD LANE. The total project will be approximately 4,300 feet in length. Gravel upgrade of FOX ROAD. Project will begin approximately 100' after the intersection of MOOSEWOOD COURT and FOX ROAD. It will continue up FOX ROAD. The total project will be approximately 1,500 feet in length. Work will include, but not be limited to, capping the existing roads with KPB TYPE II Borrow.

On the due date of September 17, 2020, four (4) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$65,977.75 was submitted by East Road Services, Inc., Homer, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434.33950.21GRV.43011.

*CP*

Charlie Pierce, Mayor

9/28/2020

Date

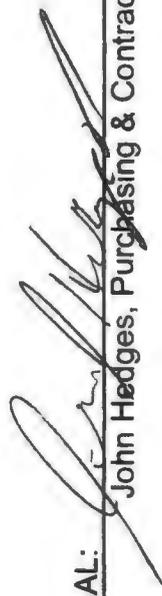
FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>434.33950.21GRV.43011</u>
Amount	<u>\$65,977.75</u>
By: <i>PP BH</i>	Date: <u>9/28/2020</u>
NOTES: N/A	

**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

**BID TAB FOR: ITB21-010 Gravel Road Projects - South Region, Units 3 & 4**

CONTRACTOR	LOCATION	BASE BID
East Road Services, Inc.	Homer, AK	\$65,977.75
Wolf Co	Anchor Point, AK	\$69,726.69
Paul's Services	Anchor Point, AK	\$77,100.00
Chumley's Inc.	Nikiski, AK	\$179,996.84

DUE DATE: September 17, 2020

KPB OFFICIAL:   
John Hedges, Purchasing & Contracting Director

# Kenai Peninsula Borough Purchasing & Contracting Department

## MEMORANDUM

**TO:** Charlie Pierce, Mayor

**THRU:** John Hedges, Purchasing & Contracting Director *JH*

**FROM:** Dil Uhlin, Roads Director *[Signature]*

**DATE:** September 28, 2020

**RE:** Authorization to Award a Contract for ITB21-010 FY21 Gravel Roads – Central Region, Unit 4

The Purchasing and Contracting Office formally solicited and received bids for the ITB21-010 FY 21 Gravel Roads – Central Region, Unit 4. Bid packets were released on September 2, 2020 and the Invitation to Bid was advertised in the Peninsula Clarion on September 2, 2020 and Homer News on September 3, 2020.

The project consists of Gravel upgrade of DELCI DR, BRENDA WAY, and KENDANEMKEN RD. Project will begin at the intersection DELCIE DR and MACKEY LAKE RD, continue down BRENDA WAY and end at the turnaround on KENDANEMKEN RD, the total project will be approximately 5,380 feet in length. Work will include, but not be limited to, capping the existing roads with KPB TYPE II Borrow.

On the due date of September 17, 2020, four (4) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$48,606.25 was submitted by Foster Construction, LLC, Soldotna, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434.33950.21GRV.43011.

*[Signature]*  
 \_\_\_\_\_  
 Charlie Pierce, Mayor

9/28/2020  
 \_\_\_\_\_  
 Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>434.33950.21GRV.43011</u>
Amount	<u>\$48,606.25</u>
By: <i>PP</i> <i>BH</i>	Date: <u>9/28/2020</u>
NOTES: N/A	

**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

**BID TAB FOR: ITB21-010 Gravel Road Projects - Central Region, Unit 4**

CONTRACTOR	LOCATION	BASE BID
Foster Construction, LLC	Soldotna, AK	\$48,606.25
Hammond Trucking & Excavation, Inc.	Soldotna, AK	\$52,643.75
Chumley's Inc.	Nikiski, AK	\$59,812.50
River City Construction	Soldotna, AK	\$59,894.75

DUE DATE: September 17, 2020

KPB OFFICIAL:   
John Hedges, Purchasing & Contracting Director

# Kenai Peninsula Borough

## Purchasing and Contracting Department

### MEMORANDUM

**TO:** Charlie Pierce, Mayor

**THRU:** John Hedges, Purchasing & Contracting Director *JH*

**FROM:** Lee Frey, Project Manager *LF*

**DATE:** September 28, 2020

**RE:** O2Prime Ionization Project, Through the Siemens GSA Contract – South Peninsula Hospital

The O2Prime Ionization project aims to provide cleaner indoor air throughout KPB and KPBSD facilities. This ozone-free, needlepoint ionization introduces positive and negative ions to the incoming air. These ions react with various bacteria, pathogens, airborne particles and VOCs in the air to create cleaner air and help reduce odors. Siemens has developed a plan with the assistance of various contractors around the peninsula to rapidly install these systems in air supply equipment in KPB facilities.

Siemens is able to manage the installation of these systems through their partnership through O2Prime. Once installed, they will be connected to existing Siemens controls in the buildings. They have provided a quotation for \$177,734.19 based on established pricing under the GSA purchasing contract.

Your approval to enter into this purchase agreement is hereby requested. Funding for this project is in account number ~~271.95023.CAR03.48311~~ 271.95021.CAR03.48311 (\$100,000) ~~271.95123.CAR13.48311~~ 271.95123.CAR13.48311 (\$77,734.19)

*CP*  
 \_\_\_\_\_  
 Charlie Pierce, Mayor

9/28/2020  
 \_\_\_\_\_  
 Date

FINANCE DEPARTMENT	271.95021.CAR03.48311
FUNDS VERIFIED	(\$100,000)
	271.95123.CAR13.48311
Acct: <del>271.95023.CAR03.48311</del>	(\$77,734.19)
Amount: \$177,734.19	
By: <i>PP</i> <i>BH</i>	Date: 9/28/2020
NOTES: N/A	

# Kenai Peninsula Borough

## Purchasing and Contracting Department

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### MEMORANDUM

**TO:** Charlie Pierce, Mayor

**THRU:** John Hedges, Purchasing & Contracting Director *JH*

**FROM:** Lee Frey, Project Manager *LF*

**DATE:** September 28, 2020

**RE:** O2Prime Ionization Project, Through the Siemens GSA Contract – Central Peninsula Hospital & Heritage Place

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The O2Prime Ionization project aims to provide cleaner indoor air throughout KPB and KPBSD facilities. This ozone-free, needlepoint ionization introduces positive and negative ions to the incoming air. These ions react with various bacteria, pathogens, airborne particles and VOCs in the air to create cleaner air and help reduce odors. Siemens has developed a plan with the assistance of various contractors around the peninsula to rapidly install these systems in air supply equipment in KPB facilities.

Siemens is able to manage the installation of these systems through their partnership through O2Prime. Once installed, they will be connected to existing Siemens controls in the buildings. They have provided a quotation for \$385,770.09 based on established pricing under the GSA purchasing contract.

Your approval to enter into this purchase agreement is hereby requested. Funding for this project is in account number ~~271.95123.CAR09.48311~~ 271.95123.CAR13.48311.

  
\_\_\_\_\_  
Charlie Pierce, Mayor

9/28/2020  
\_\_\_\_\_  
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct: <del>271.95123.CAR09.48311</del>	271.95123.CAR13.48311
Amount: \$385,770.09	
By: <i>PP</i> <i>BH</i>	Date: 9/28/2020
NOTES: N/A	

# Kenai Peninsula Borough

## Purchasing and Contracting Department

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### MEMORANDUM

**TO:** Charlie Pierce, Mayor

**THRU:** John Hedges, Purchasing & Contracting Director *JH*

**FROM:** Lee Frey, Project Manager *LF*

**DATE:** September 28, 2020

**RE:** O2Prime Ionization Project, Through the Siemens GSA Contract – Homer Area Schools

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The O2Prime Ionization project aims to provide cleaner indoor air throughout KPB and KPBSD facilities. This ozone-free, needlepoint ionization introduces positive and negative ions to the incoming air. These ions react with various bacteria, pathogens, airborne particles and VOCs in the air to create cleaner air and help reduce odors. Siemens has developed a plan with the assistance of various contractors around the peninsula to rapidly install these systems in air supply equipment in KPB facilities.

Siemens is able to manage the installation of these systems through their partnership through O2Prime. Once installed, they will be connected to existing Siemens controls in the buildings. They have provided a quotation for \$669,778.00 based on established pricing under the GSA purchasing contract.

Your approval to enter into this purchase agreement is hereby requested. Funding for this project is in account number 271.95123.CAR13.48311.

  
\_\_\_\_\_  
Charlie Pierce, Mayor

9/28/2020  
\_\_\_\_\_  
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct:	<u>271.95123.CAR13.48311</u>
Amount:	<u>\$669,778.00</u>
By:	<u><i>PP BH</i></u> Date: <u>9/28/2020</u>
NOTES: n/a	

# Kenai Peninsula Borough

## Purchasing and Contracting Department

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### MEMORANDUM

**TO:** Charlie Pierce, Mayor

**THRU:** John Hedges, Purchasing & Contracting Director *JH*

**FROM:** Lee Frey, Project Manager *LF*

**DATE:** September 28, 2020

**RE:** O2Prime Ionization Project, Through the Siemens GSA Contract – Seward Area Schools

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The O2Prime Ionization project aims to provide cleaner indoor air throughout KPB and KPBSD facilities. This ozone-free, needlepoint ionization introduces positive and negative ions to the incoming air. These ions react with various bacteria, pathogens, airborne particles and VOCs in the air to create cleaner air and help reduce odors. Siemens has developed a plan with the assistance of various contractors around the peninsula to rapidly install these systems in air supply equipment in KPB facilities.

Siemens is able to manage the installation of these systems through their partnership through O2Prime. Once installed, they will be connected to existing Siemens controls in the buildings. They have provided a quotation for \$244,855.81 based on established pricing under the GSA purchasing contract.

Your approval to enter into this purchase agreement is hereby requested. Funding for this project is in account number 271.95123.CAR13.48311.

  
\_\_\_\_\_  
Charlie Pierce, Mayor

9/28/2020  
\_\_\_\_\_  
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct: 271.95123.CAR13.48311	_____
Amount: \$244,855.81	_____
By: <i>PP</i> <i>BH</i>	Date: 9/28/2020
NOTES: n/a	

# Kenai Peninsula Borough

## Purchasing and Contracting Department

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### MEMORANDUM

**TO:** Charlie Pierce, Mayor

**THRU:** John Hedges, Purchasing & Contracting Director *JH*

**FROM:** Lee Frey, Project Manager *LF*

**DATE:** September 28, 2020

**RE:** O2Prime Ionization Project, Through the Siemens GSA Contract – North Peninsula Recreation and Nikiski Fire Station #2

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The O2Prime Ionization project aims to provide cleaner indoor air throughout KPB and KPBSD facilities. This ozone-free, needlepoint ionization introduces positive and negative ions to the incoming air. These ions react with various bacteria, pathogens, airborne particles and VOCs in the air to create cleaner air and help reduce odors. Siemens has developed a plan with the assistance of various contractors around the peninsula to rapidly install these systems in air supply equipment in KPB facilities.

Siemens is able to manage the installation of these systems through their partnership through O2Prime. Once installed, they will be connected to existing Siemens controls in the buildings. They have provided a quotation for \$107,697.35 based on established pricing under the GSA purchasing contract.

Your approval to enter into this purchase agreement is hereby requested. Funding for this project is in account number 271.95123.CAR13.48311.

*CP*  
\_\_\_\_\_  
Charlie Pierce, Mayor

9/28/2020  
\_\_\_\_\_  
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct: 271.95123.CAR13.48311	_____
Amount: \$107,697.35	_____
By: <i>PP</i> <i>BA</i>	Date: 9/28/2020
NOTES: n/a	

# Kenai Peninsula Borough

## Purchasing and Contracting Department

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### MEMORANDUM

**TO:** Charlie Pierce, Mayor  
**THRU:** John Hedges, Purchasing & Contracting Director *JH*  
**FROM:** Lee Frey, Project Manager *LF*  
**DATE:** September 28, 2020  
**RE:** O2Prime Ionization Project, Through the Siemens GSA Contract – Kenai Area Schools

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The O2Prime Ionization project aims to provide cleaner indoor air throughout KPB and KPBSD facilities. This ozone-free, needlepoint ionization introduces positive and negative ions to the incoming air. These ions react with various bacteria, pathogens, airborne particles and VOCs in the air to create cleaner air and help reduce odors. Siemens has developed a plan with the assistance of various contractors around the peninsula to rapidly install these systems in air supply equipment in KPB facilities.

Siemens is able to manage the installation of these systems through their partnership through O2Prime. Once installed, they will be connected to existing Siemens controls in the buildings. They have provided a quotation for \$472,926.47 based on established pricing under the GSA purchasing contract.

Your approval to enter into this purchase agreement is hereby requested. Funding for this project is in account number 271.95123.CAR13.48311.

*CP*  
\_\_\_\_\_  
Charlie Pierce, Mayor

9/28/2020  
\_\_\_\_\_  
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct:	<u>271.95123.CAR13.48311</u>
Amount:	<u>\$472,926.47</u>
By:	<u><i>PP</i> <i>BH</i></u> Date: <u>9/28/2020</u>
NOTES:	n/a

# Kenai Peninsula Borough

## Purchasing and Contracting Department

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### MEMORANDUM

**TO:** Charlie Pierce, Mayor

**THRU:** John Hedges, Purchasing & Contracting Director *JH*

**FROM:** Lee Frey, Project Manager *LF*

**DATE:** September 28, 2020

**RE:** O2Prime Ionization Project, Through the Siemens GSA Contract – Soldotna Area Schools

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The O2Prime Ionization project aims to provide cleaner indoor air throughout KPB and KPBSD facilities. This ozone-free, needlepoint ionization introduces positive and negative ions to the incoming air. These ions react with various bacteria, pathogens, airborne particles and VOCs in the air to create cleaner air and help reduce odors. Siemens has developed a plan with the assistance of various contractors around the peninsula to rapidly install these systems in air supply equipment in KPB facilities.

Siemens is able to manage the installation of these systems through their partnership through O2Prime. Once installed, they will be connected to existing Siemens controls in the buildings. They have provided a quotation for \$521,994.77 based on established pricing under the GSA purchasing contract.

Your approval to enter into this purchase agreement is hereby requested. Funding for this project is in account number 271.95123.CAR13.48311.

*CP*  
\_\_\_\_\_  
Charlie Pierce, Mayor

9/28/2020  
\_\_\_\_\_  
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct: 271.95123.CAR13.48311	_____
Amount: \$521,994.77	_____
By: <i>PP</i> <i>BH</i>	Date: 9/28/2020
NOTES: n/a	

# Kenai Peninsula Borough Purchasing and Contracting Department

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## MEMORANDUM

**TO:** Charlie Pierce, Mayor

**THRU:** John Hedges, Purchasing & Contracting Director *JH*

**FROM:** Lee Frey, Project Manager *LF*

**DATE:** September 28, 2020

**RE:** O2Prime Ionization Project, Through the Siemens GSA Contract – Borough Administration Building, Office of Emergency Management Building and Kenai River Center

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The O2Prime Ionization project aims to provide cleaner indoor air throughout KPB and KPBSD facilities. This ozone-free, needlepoint ionization introduces positive and negative ions to the incoming air. These ions react with various bacteria, pathogens, airborne particles and VOCs in the air to create cleaner air and help reduce odors. Siemens has developed a plan with the assistance of various contractors around the peninsula to rapidly install these systems in air supply equipment in KPB facilities.

Siemens is able to manage the installation of these systems through their partnership through O2Prime. Once installed, they will be connected to existing Siemens controls in the buildings. They have provided a quotation for \$207,366.00 based on established pricing under the GSA purchasing contract.

Your approval to enter into this purchase agreement is hereby requested. Funding for this project is in account number 271.95123.CAR13.48311.

*CP*  
\_\_\_\_\_  
Charlie Pierce, Mayor

9/28/2020  
\_\_\_\_\_  
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct: 271.95123.CAR13.48311	_____
Amount: \$207,366.00	_____
By: <i>PP</i> <i>BH</i>	Date: 9/28/2020
NOTES: n/a	

# Kenai Peninsula Borough

## Purchasing and Contracting Department

### MEMORANDUM

**TO:** Charlie Pierce, Mayor

**THRU:** John Hedges, Purchasing & Contracting Director *JH*

**FROM:** Rachel Parra, NPRSA Director. *RP*

**DATE:** September 29, 2020

**RE:** NPRSA Pool Digital Control Retrofit to Siemens, Under the Government General Services Administration (GSA) Contract

There exists a strong need to replace the pneumatic controls for room temperature (20 Rooms) and two Air Handling Units. The existing system is obsolete and no longer maintainable. The lack of control causes large temperature variations from aim temperature together with inefficiencies in heating. A conversion from pneumatic to digital control and monitoring additionally allows communication with existing PC based remote monitoring already in place in other areas of NPRSA.

The Siemens proposal pricing has included group purchasing organization (GPO) involvement, specifically GSA to select a qualified vendor that matches our system compatibility needs. There are already working systems at: NPRSA, Seward High, Seward Middle and Bear Creek Fire. All existing systems were acquired through open/competitive bidding. It is our preference to align the proposed system with the other systems on the Peninsula. This would greatly streamline the demand on maintained parts inventory, service technician training and server maintenance costs.

Siemens Industries (an approved GSA vendor) has assessed the system and provided a proposal quotation for its conversion. Utilizing the established GSA pricing structure, they have provided a quotation for the sum of \$151,577.09, to provide parts and services for the conversion of the NPRSA system. For reasons stated above, Purchasing & Contracting would like to award Siemens Industries with the contract to convert the NPRSA pneumatic systems to digital control. The main qualifiers restated: Increased system control and performance, Local system alignment, parts, training and system requirement savings and satisfaction of procurement code through GPO/GSA involvement.

Your approval is hereby requested. Funding for this project is in account number 459.61110.21455.43011.

*Charlie Pierce*  
 \_\_\_\_\_  
 Charlie Pierce, Mayor

9/30/2020  
 \_\_\_\_\_  
 Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct: <u>459.61110.21455.43011</u>	
Amount: <u>\$151,577.09</u>	
By: <i>PP</i> <i>BA</i>	Date: <u>9/29/2020</u>
NOTES: n/a	

# Kenai Peninsula Borough Purchasing and Contracting Department

## MEMORANDUM

**TO:** Charlie Pierce, Mayor

**THRU:** John Hedges, Purchasing & Contracting Director *JH*

**FROM:** Lee Frey, Project Manager *LF*

**DATE:** September 29, 2020

**RE:** Authorization to Award a Contract for ITB21-013  
Kenai Peninsula Borough Assembly Chamber Renovations

The Purchasing and Contracting Office formally solicited and received bids for ITB21-013 Kenai Peninsula Borough Assembly Chamber Renovations. Bid packets were released on September 4, 2020 and the Invitation to Bid was advertised in the Peninsula Clarion and the Anchorage Daily News on September 4, 2020.

The project consists of the following: Renovation of the KPB Assembly Chambers including replacement of the dais, furniture, lighting and associated electrical work.

On the due date of September 22, 2020 two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$407,800.00 was submitted by Orion Construction, Inc., Wasilla, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 271.95092.CAR10.43011

*Charlie Pierce*  
\_\_\_\_\_  
Charlie Pierce, Mayor

9/30/2020  
\_\_\_\_\_  
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>271.95092.CAR10.43011</u>	
Amount <u>\$407,800.00</u>	
By: <u>PP BH</u>	Date: <u>9/29/2020</u>

n/a

**KENAI PENINSULA BOROUGH  
PURCHASING & CONTRACTING**

**BID TAB FOR: ITB21-013 Kenai Peninsula Borough Assembly Chamber Renovations**

CONTRACTOR	LOCATION	BASE BID
Orion Construction, Inc.	Wasilla, AK	\$407,800.00
Eberline Building, Inc.	Soldotna, AK	\$433,515.00

**DUE DATE:** September 22, 2020

**KPB OFFICIAL:**   
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough  
Finance Department

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**MEMORANDUM**

**TO:** Kelly Cooper, Assembly President  
Members of the Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Borough Mayor *CP*

**THRU:** Brandi Harbaugh, Finance Director *BH*

**FROM:** Sarah Hostetter, Payroll Accountant *SH*

**DATE:** September 21, 2020

**RE:** Revenue-Expenditure Report – August 2020

Attached is the Revenue-Expenditure Report of the General Fund for the month of August 2020. Please note that 16.67% of the year has elapsed, 22.59% of budgeted revenues have been collected, and 15.74% of budgeted expenditures have been made.

KENAI PENINSULA BOROUGH  
Revenue Report  
For the Period  
August 1 through August 31, 2020

ACCOUNT NUMBER	DESCRIPTION	ESTIMATED REVENUE	YEAR TO DATE RECEIPTS	MONTH TO DATE RECEIPTS	VARIANCE	% COLLECTED
31100	Real Property Tax	\$ 28,825,613	\$ 6,868,904	\$ 2,545,236	\$ (21,956,709)	23.83%
31200	Personal Property Tax	1,814,997	409,438	135,779	(1,405,559)	22.56%
31300	Oil Tax	6,668,160	7,018,065	1,933	349,905	105.25%
31400	Motor Vehicle Tax	676,400	-	-	(676,400)	0.00%
31510	Property Tax Penalty & Interest	590,931	20,374	8,329	(570,557)	3.45%
31610	Sales Tax	27,431,594	1,821,206	718,620	(25,610,388)	6.64%
33110	In Lieu Property Tax	3,600,000	-	-	(3,600,000)	0.00%
33117	Other Federal Revenue	160,000	-	-	(160,000)	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	59,375	26,257	(293,538)	16.82%
39000	Other Local Revenue	275,000	44,046	23,620	(230,954)	16.02%
290	Solid Waste	802,000	54,266	3,812	(747,734)	6.77%
Total Revenues		\$ 72,152,608	\$ 16,295,673	\$ 3,463,587	\$ (55,856,935)	22.59%

KENAI PENINSULA BOROUGH  
Expenditure Report  
For the Period  
August 1 through August 31, 2020

DESCRIPTION	REVISED BUDGET	YEAR TO DATE EXPENDED	MONTH TO DATE EXPENDED	AMOUNT ENCUMBERED	AVAILABLE BALANCE	%
						EXPENDED
Assembly:						
Administration	\$ 484,528	\$ 63,803	\$ 19,377	\$ 176,450	\$ 244,275	13.17%
Clerk	579,316	66,226	40,650	23,579	489,511	11.43%
Elections	182,920	11,629	1,875	30,613	140,679	6.36%
Records Management	327,678	48,085	23,090	20,514	259,079	14.67%
Mayor Administration	790,924	90,196	52,248	750	699,978	11.40%
Purch/Contracting/Cap Proj	648,943	107,335	63,037	7,623	533,985	16.54%
Human Resources:						
Administration	700,918	99,453	46,883	10,258	591,207	14.19%
Print/Mail	204,789	12,963	9,520	40,522	151,304	6.33%
Custodial Maintenance	94,976	13,650	8,172	119	81,208	14.37%
Information Technology	2,095,903	289,534	162,064	51,577	1,754,792	13.81%
Emergency Management	933,183	107,218	76,795	92,846	733,120	11.49%
Legal Administration	1,120,116	105,730	65,673	175,464	838,922	9.44%
Finance:						
Administration	505,711	67,134	35,925	580	437,997	13.28%
Services	1,072,179	140,884	65,573	917	930,378	13.14%
Property Tax	1,142,377	212,529	57,734	82,314	847,534	18.60%
Sales Tax	700,343	120,008	34,681	573	579,762	17.14%
Assessing:						
Administration	1,350,530	272,101	114,273	38,910	1,039,519	20.15%
Appraisal	1,993,482	205,861	120,562	14,152	1,773,469	10.33%
Resource Planning:						
Administration	1,261,643	94,835	57,238	24,686	1,142,122	7.52%
GIS	499,590	48,701	25,569	56,679	394,210	9.75%
River Center	675,967	61,401	31,594	7,450	607,116	9.08%
Senior Citizens Grant Program	721,846	-	-	721,846	-	0.00%
School District Operations	55,004,255	10,710,267	5,192,708	-	44,293,988	19.47%
Solid Waste Operations	8,877,757	133,825	133,825	2,115,124	6,628,808	1.51%
Economic Development	360,000	2,243	2,243	209,721	148,036	0.62%
Non-Departmental	3,041,608	354,805	179,039	46,700	2,640,103	11.67%
<hr/>						
Total Expenditures	\$ 85,377,481	\$ 13,440,412	\$ 6,620,348	\$ 3,949,968	\$ 67,981,102	15.74%

Kenai Peninsula Borough  
Finance Department

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**MEMORANDUM**

**TO:** Kelly Cooper, Assembly President  
Members of the Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Borough Mayor *cli*

**THRU:** Brandi Harbaugh, Finance Director *BS*

**FROM:** Sarah Hostetter, Payroll Accountant *SH*

**DATE:** September 21, 2020

**RE:** Budget Revisions – August 2020

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Attached is a budget revision listing for August 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.

**AUGUST 2020**

**INCREASE**

**DECREASE**

**SOLID WASTE - COOPER LANDING TRANSFER SITE**

Installation of an antenna that will give the ability to stream security camera footage. Splitting the cost with the Office of Emergency Management.

290-32570-00000-43765 (Policing Sites)		\$984.54
290-32570-00000-48710 (Minor Office Equipment)	\$984.54	

**FINANCE - PROPERTY TAX & CASH MANAGEMENT**

To purchase a cash counter due to a high volume of incoming cash from businesses that are required to pay cash only.

100-11440-00000-40110 (Regular Wages)		\$2,403.99
100-11440-00000-48710 (Minor Office Equipment)	\$2,403.99	

**SEWARD BEAR CREEK FLOOD SERVICE AREA**

To cover legal fees for acquiring land for wetland conservation.

259-21212-00000-42210 (Operating Supplies)		\$600.00
259-21212-00000-48610 (Land Purchase)	\$600.00	



## Legal Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2120 • (907) 714-2379 Fax

Charlie Pierce  
Borough Mayor

### LITIGATION STATUS REPORT

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**TO:** Kelly Cooper, Assembly President  
Penny Vadla, President, Board of Education  
Members, Kenai Peninsula Borough Assembly  
Members, Kenai Peninsula Borough School District

**THRU:** Charlie Pierce, Mayor CP

**FROM:** Colette Thompson, Borough Attorney CT  
Sean Kelley, Deputy Borough Attorney SK  
Patty Burley, Deputy Borough Attorney PB

**DATE:** October 1, 2020

**RE:** Litigation Status Report – Quarter Ending 09/30/20

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This report includes brief descriptions of pending non-routine court cases, as well as administrative appeals and code compliance enforcement actions set for hearing before the administrative hearing officer.

A. Following is a summary of the non-routine litigation in which the borough and school district are involved. This list does not include the real property tax foreclosures and numerous standard tax collection cases pursued by the borough:

1. John Does 1-3 v. Kenai Peninsula Borough School District et al., Case No. 3KN-18-00155CI. Three former students sued the school district, the Kenai Peninsula Hockey Association and former coach Bradley Elliott for damages stemming from alleged sexual abuse of minors, alleged negligent hiring and alleged vicarious liability. Mediations were held individually with each plaintiff on March 25, 26 and 27, 2020. Doe 1 settled at mediation and has been dismissed from the lawsuit. Mediation attempts with Does 2 and 3 were unsuccessful. The School District has filed two summary judgment motions which are pending. One seeks a ruling that the statute of limitations bars plaintiffs' cases and the other requests a ruling that the district may not be held vicariously liable for plaintiffs' claimed damages. The trial date of

Page -2-  
October 1, 2020  
Re: Litigation Status Report

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November 2, 2020 has been vacated on mutual agreement of the parties and a trial setting conference has been scheduled for October 23, 2020. Discovery is continuing.

2. Halstead v. Jeremy T. Anderson and Kenai Peninsula School District, Case No. 3KN-18-00744CI. Plaintiff has sued Mr. Anderson and the Kenai Peninsula Borough School District for damages relating to Mr. Anderson's alleged sexual abuse of her as a minor. The complaint against the school district claims it failed to protect her from Mr. Anderson and seeks damages and actual attorney fees. The district has filed an answer and discovery is in process. The district also filed a motion for summary judgment against the plaintiff's claims for punitive damages against the district which was granted by the court. This means plaintiff may not seek punitive damages from the district. The trial date of January 18, 2021 has been vacated and the court has scheduled a pretrial scheduling conference for October 5, 2020, to reset the pretrial deadlines and the trial date. Discovery is continuing.
3. Kenai Peninsula Borough School District v. Fischer, Case No. 3KN-19-00185CI. This case was filed against a school district employee for the reimbursement of substantial health care costs paid by the health care plan ("Plan"). The Plan requires that employees who receive medical care paid by the Plan, for injuries caused by a third party, must reimburse the Plan out of any recovery received from the party at fault. Reimbursement is owed because the employee received enough insurance funds from the party who caused the injuries to fully reimburse the Plan for its costs. Defendant has failed to pay the amount owed. Defendant has filed a Partial Motion to Dismiss which was denied. Numerous other motions are pending. A trial setting conference is scheduled for October 22, 2021 and trial scheduled for the week of November 1, 2021.
4. Fischer v. KPBSD, Case No. 3KN-20-00495CI. This case was filed on July 14, 2020 by Matthew Fischer on behalf of his minor child. The complaint alleges the minor sustained damages while using the pull-up bars at Skyview Middle School on November 13, 2015. The district filed its answer to plaintiffs' complaint on August 18, 2020. The parties are awaiting the court's order scheduling a pretrial conference at which time the parties will address pretrial deadlines and schedule a trial date. Discovery is continuing.
5. Nelson v. KPB, Case No. 3AN-20-07408CI. This case was filed on August 26, 2020 by Mark Nelson against a laundry list of defendants including the

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borough. The complaint seeks quiet title to a parcel of land in Seward, Alaska. The crux of the complaint is that Mr. Nelson purchased land only to discover that the land has a number of liens for unpaid monies owed by the previous owner. Mr. Nelson wants to have those liens extinguished without having to pay for them. The borough has timely filed an answer and affirmative defenses. As discovery has not commenced due to the early stages of this case, no meaningful evaluation can be made at this time.

6. Bilben, et al. v. KPB PC, Beachcomber LLC, et al., Case No. 3KN-20-34CI. This case involves an appeal of a planning commission conditional land use permit (CLUP) approval. The borough is currently not participating in this appeal due to the fact that only private interests are at stake. The superior court issued an order staying all activity on the CLUP until further order. The Appellant's Brief in the matter was filed September 24, 2020.

B. Following are open or recently resolved administrative appeals from Planning Commission decisions:

1. Case No. 2020-02-PCA. This is the appellant's second appeal to the assembly regarding the planning commission's decision approving the vacation of a drainage easement on Lot24-A, AA Mattox Peggi's Addition, KPB file no. 2019-048V. There is a pending motion to dismiss the appeal filed by the Applicant, AnnaLisa Cox, and a pending request for summary disposition of due process claims filed by the KPB.
2. Case No. 2020-01 PCA. Appellant appealed a planning commission's decision which granted a modification of a conditional land use permit. The borough filed a notice of non-participated in the matter and is not a party to the appeal. The hearing scheduled for September 23, 2020 was vacated as the parties await a stay decision by the hearing officer. The Office of Administrative Hearings is the hearing officer for this case and the assigned administrative law requested briefing on whether this case should be stayed pending outcome of Case No. 3KN-20-34CI, discussed above at (A)(6).

## 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