

Kenai Peninsula Borough

144 North Binkley Street

Soldotna, AK 99669



Meeting Agenda

Tuesday, November 10, 2020

6:00 PM

**The meeting will be held through Zoom - Meeting ID: 128 871 931, from
the Borough Administration Building**

Assembly

Jesse Bjorkman

Kenn Carpenter

Lane Chesley

Tyson Cox

Richard Derkevorkian

Willy Dunne

Bill Elam

Brent Hibbert

Brent Johnson



Finance Committee

November 10, 2020

2:00 PM

The meeting will be held through
Zoom Meeting ID: 128 871 931
From the Borough Administration Building

Brent Hibbert, Chair

Tyson Cox, Vice Chair

Brent Johnson

AGENDA

ITEMS NOT APPEARING ON THE REGULAR AGENDA

1. CARES Act Update, Brenda Ahlberg, KPB Community & Fiscal Projects Manager (10 Minutes)

PUBLIC HEARINGS ON ORDINANCES

1. Ordinance 2019-19-44: Accepting and Appropriating Grant Funds for the Nikiski Fire Service Area and Central Emergency Service Area for the Self-Contained Breathing Apparatus Equipment Provided by the City of Kenai through the Assistance to Firefighters Grant Program (Mayor) 16
2. Ordinance 2020-19-10: Appropriating Funds from the General Fund for Flood Response Under the Declared Local Disaster Emergency within the Kenai Peninsula Borough (Mayor) 19
3. Ordinance 2020-19-11: Accepting and Appropriating \$221,493 from the State of Alaska Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management Functional Exercise and Air Compressor Unit (Mayor) 24
4. Ordinance 2020-42: 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) 29

NEW BUSINESS

1. Resolutions
 - *a. Resolution 2020-076: Amending the Spending Plan Approved for CARES Act Coronavirus Relief Funds Received from the State of Alaska, to Supplement Fire and Emergency Service Area Personnel Costs, Hospital Costs for

Air Purification Project, and the Technology
Communications Tower Site Development Project (Mayor) 130

2. Ordinances for Introduction

- *a. Ordinance 2020-19-12: Transferring Remaining Plant Replacement Expansion Funds from the South Peninsula Hospital Service Area Special Revenue Fund to the South Peninsula Hospital Capital Project Fund (Mayor) (Hearing on 12/01/20) 149
- *b. Ordinance 2020-19-13: Appropriating Funds from the Seldovia Recreational Service Area Fund Balance for the Cost of a Small Onsite Storage Building (Dunne) (Hearing on 12/01/20) 152
- *c. Ordinance 2020-19-14: Re-Appropriating North Peninsula Recreation Service Area Capital Project Funds of \$610,512.97 from Previously Appropriated Projects to the Nikiski Pool Roof Replacement Fund (Mayor) (Hearing on 12/01/20) 156
- *d. Ordinance 2020-46: Amending KPB 5.12.150(D) "Home Port" Definition and Defining "Boatyard" for Personal Property Tax Purposes (Mayor) (Hearing on 12/01/20) 160

*Consent Agenda Items



Lands Committee

November 10, 2020

2:45 PM

The meeting will be held through
Zoom Meeting ID: 128 871 931
From the Borough Administration Building

Brent Johnson, Chair

Kenn Carpenter, Vice Chair

[Vacant], Member

AGENDA

PUBLIC HEARINGS ON ORDINANCES

- 5. 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) 44
- 6. 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) 50

NEW BUSINESS

- 2. Ordinances for Introduction
 - *e. Ordinance 2020-47: Authorizing an Amendment to the Tsalteshi Trails Association Lease to Provide a Ten-Year Extension of the Term (Mayor) 163

*Consent Agenda Items



Policies and Procedures Committee

November 10, 2020

3:15 PM

The meeting will be held through
Zoom Meeting ID: 128 871 931
From the Borough Administration Building

Willy Dunne, Chair

[Vacant], Vice Chair

Kenn Carpenter

AGENDA

PUBLIC HEARINGS ON ORDINANCES

- 7. 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) 80

[Clerk's Note: A Sectional Analysis will be provided by the Legal and Planning Departments, 20 Minutes]

NEW BUSINESS

- 1. Resolutions
 - *b. Resolution 2020-077: Approving an Automatic Aid Agreement and Operational Plan Between the Kenai Peninsula Borough on Behalf of Central Emergency Service Area, Nikiski Fire Service Area and the City of Kenai on Behalf of the Kenai Fire Department (Mayor) 135

- 3. Other
 - *a. Approval of the 2021 Assembly Meeting Schedule (Hibbert) 196
 - *b. Confirming the Re-Appointments to the Road Service Area Board (Mayor) 197

<u>Appointment</u>	<u>Board Seat</u>	<u>Term Expires</u>
Michele Hartline	North Region	September 30, 2023
Robert Ruffner	West Region	September 30, 2023

MAYOR'S REPORT	204
1. Assembly Requests/Responses - None	
2. Agreements and Contracts	
a. Authorization to Award a Contract for RFP21-004 Kenai Peninsula Borough Assembly Chamber AV Upgrades to Key Code Media, Inc., Kent, WA	206
b. Authorization to Award a Contract for ITB21-014 FY21 Brushing Vegetation Control, South Region, Units 3, 4 and 5 to Moore & Moore Services, Inc., Homer, Alaska	208
c. Authorization to Award a Contract for ITB21-007 Bulk Fuel Supply.	210
d. Authorization to Award a Contract for ITB21-011 Snow Removal and/or Sanding of Various Borough Schools and Facilities.	216
e. Sole Source Waiver – Municipal Emergency Services, Inc., to replace BCFSA SCBA Cylinders	229
f. Authorization to Award a Contract for ITB21-006 Sawmill Creek Channel Extraction to Metco Alaska, LLC	232
3. Other	
a. Revenue-Expenditure Report – September, 2020	234
b. Budget Revisions – September, 2020	237
c. Capital Project Reports – September 30, 2020	239
d. Investment Report Quarter Ended 09/30/20	254
e. FY21-1Q Economic Development Grant Reports	259
f. FY21-1Q Senior Center Grant Reports	270

*Consent Agenda Items



Legislative Committee

November 10, 2020

4:30 PM

The meeting will be held through
Zoom Meeting ID: 128 871 931
From the Borough Administration Building

[Vacant], Chair

Jesse Bjorkman, Vice Chair

Willy Dunne

AGENDA

NEW BUSINESS

1. Resolutions

- *c. Resolution 2020-078: Opposing any Governmental Mandate Requiring Members of the Public to Be Inoculated with a COVID-19 Vaccine (Mayor, Bjorkman, Elam) 146

*Consent Agenda Items



Assembly Agenda

November 10, 2020 - 6:00 PM

Regular Meeting

The meeting will be held through
Zoom Meeting ID: 128 871 931
From the Borough Administration Building

Jesse Bjorkman
Assembly Member
Seat 3 - Nikiski
Term Expires 2022

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

Lane Chesley
Assembly Member
Seat 8 – Homer
Term Expires 2023

Tyson Cox
Assembly Member
Seat 4 - Soldotna
Term Expires 2022

Richard Derkevorkian
Assembly Member
Seat 2 - Kenai
Term Expires 2023

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

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

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 George Holly.]

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

- October 13, 2020 Regular Assembly Meeting Minutes
- Resolution 2020-076
- Resolution 2020-077
- Resolution 2020-078
- Ordinance 2020-19-12
- Ordinance 2020-19-13
- Ordinance 2020-19-14
- Ordinance 2020-46
- Ordinance 2020-47
- Approval of the 2021 Meeting Schedule
- Re-appointments to the Road Service Area Board

ACTION ITEMS ELIGIBLE TO BE ADDED TO THE CONSENT AGENDA

- Ordinance 2019-19-44
- Ordinance 2020-19-10
- Ordinance 2020-19-11
- Ordinance 2020-42
- Ordinance 2020-44

APPROVAL OF MINUTES

- *1. October 13, 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. North Road Extension Update, Dil Uhlin, KPB Roads 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 2019-19-44: Accepting and Appropriating Grant Funds for the Nikiski Fire Service Area and Central Emergency Service Area for the Self-Contained Breathing Apparatus Equipment Provided by the City of Kenai through the Assistance to Firefighters Grant Program (Mayor) (Referred to Finance Committee) 16
- 2. Ordinance 2020-19-10: Appropriating Funds from the General Fund for Flood Response Under the Declared Local Disaster Emergency within the Kenai Peninsula Borough (Mayor) (Referred to Finance Committee) 19
- 3. Ordinance 2020-19-11: Accepting and Appropriating \$221,493 from the State of Alaska Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management Functional Exercise and Air Compressor Unit (Mayor) (Referred to Finance Committee) 24

4.	<u>Ordinance 2020-42</u> : 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) (Referred to Finance Committee)	29
5.	<u>Ordinance 2020-43</u> : 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) (Referred to Lands Committee)	44
6.	<u>Ordinance 2020-44</u> : 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) (Referred to Lands Committee)	50
7.	<u>Ordinance 2020-45</u> : Amending KPB 2.40, Planning Commission, KPB Title 20 Subdivisions, and KPB 21.20, Hearing and Appeals, to Correct Grammatical Errors, and Clarify and Improve Certain Administrative Procedures (Mayor) (Referred to Policies and Procedures)	80

UNFINISHED BUSINESS

NEW BUSINESS

1.	Resolutions	
	*a. <u>Resolution 2020-076</u> : Amending the Spending Plan Approved for CARES Act Coronavirus Relief Funds Received from the State of Alaska, to Supplement Fire and Emergency Service Area Personnel Costs, Hospital Costs for Air Purification Project, and the Technology Communications Tower Site Development Project (Mayor) (Referred to Finance Committee)	130
	*b. <u>Resolution 2020-077</u> : Approving an Automatic Aid Agreement and Operational Plan Between the Kenai Peninsula Borough on Behalf of Central Emergency Service Area, Nikiski Fire Service Area and the City of Kenai on Behalf of the Kenai Fire Department (Mayor) (Referred to Policies and Procedures Committee)	135

*c.	<u>Resolution 2020-078: Opposing any Governmental Mandate Requiring Members of the Public to Be Inoculated with a COVID-19 Vaccine (Mayor, Bjorkman, Elam) (Referred to Legislative Committee)</u>	146
2.	Ordinances for Introduction	
*a.	<u>Ordinance 2020-19-12: Transferring Remaining Plant Replacement Expansion Funds from the South Peninsula Hospital Service Area Special Revenue Fund to the South Peninsula Hospital Capital Project Fund (Mayor) (Hearing on 12/01/20) (Referred to Finance Committee)</u>	149
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*c.	<u>Ordinance 2020-19-14: Re-Appropriating North Peninsula Recreation Service Area Capital Project Funds of \$610,512.97 from Previously Appropriated Projects to the Nikiski Pool Roof Replacement Fund (Mayor) (Hearing on 12/01/20) (Referred to Finance Committee)</u>	156
*d.	<u>Ordinance 2020-46: Amending KPB 5.12.150(D) "Home Port" Definition and Defining "Boatyard" for Personal Property Tax Purposes (Mayor) (Hearing on 12/01/20) (Referred to Finance Committee)</u>	160
*e.	<u>Ordinance 2020-47: Authorizing an Amendment to the Tsalteshi Trails Association Lease to Provide a Ten-Year Extension of the Term (Mayor) (Referred to Lands Committee)</u>	163
3.	Other	
*a.	Approval of the 2021 Assembly Meeting Schedule (Hibbert) (Referred to Policies and Procedures Committee)	196

*b. Confirming the Re-Appointments to the Road Service Area Board (Mayor) (Referred to Policies and Procedures Committee)	197
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<u>Appointment</u>	<u>Board Seat</u>	<u>Term Expires</u>
Michele Hartline	North Region	September 30, 2023
Robert Ruffner	West Region	September 30, 2023

MAYOR'S REPORT..... 204

1. Assembly Requests/Responses - None	
2. Agreements and Contracts	
a. Authorization to Award a Contract for RFP21-004 Kenai Peninsula Borough Assembly Chamber AV Upgrades to Key Code Media, Inc., Kent, WA	206
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e.	FY21-1Q Economic Development Grant Reports	259
f.	FY21-1Q Senior Center Grant Reports	270

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS (3 minutes per speaker)

ASSEMBLY COMMENTS

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

1. Ordinance 2020-19-07: 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) (Postponed to 12/01/20 meeting)
2. Ordinance 2020-19-08: Appropriating Refinanced 2013 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) (Referred to Finance Committee) (Postponed to 12/01/20 meeting)
3. Ordinance 2020-19-09: Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) (Referred to Finance Committee) (Postponed to 12/01/20 meeting)

INFORMATIONAL MATERIALS AND REPORTS

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. December 1, 2020 Regular Assembly Meeting
6:00 PM This meeting will be held through Zoom
Meeting ID: 128 871 931
From the Borough Administration Building

ADJOURNMENT

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

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

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



Kenai Peninsula Borough

144 North Binkley Street
Soldotna, AK 99669

Meeting Minutes

Assembly

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

Tuesday, 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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

[Clerk's Note: The invocation was given by Teresa Baker.]

ROLL CALL

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

COMMITTEE REPORTS

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

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

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

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

APPROVAL OF AGENDA AND CONSENT AGENDA

Smalley moved to approve the agenda and consent agenda.

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

Assembly Member Cox declared a possible conflict of interest with Resolution 2020-075 as two of his tenants applied for housing assistance funds as described in Resolution 2020-075.

After consulting legal, President Cooper ruled he did have a conflict. Assembly Member Cox abstained from the discussion and vote regarding Resolution 2020-075.

[KPB-2837](#) September 15, 2020 Regular Assembly Meeting Minutes
approved.

[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)

The final Whereas clause was amended to read as follows, "at its meeting held on September 24, 2020 the CPGH, Inc. board recommended approval by the passage of CPGH Resolution 2020-50;"

This Ordinance was enacted as amended.

[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 enacted.

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

This Ordinance was enacted.

[2020-071](#) A Resolution 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)

This Resolution was adopted.

[2020-072](#) Certifying the Results of the October 6, 2020 Regular Borough Election (Cooper at the Request of the Borough Clerk)

This Resolution was adopted.

[2020-073](#) A Resolution 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, Hibbert, Smalley, Cooper, Dunne, Blakeley, Cox and Carpenter)

This Resolution was adopted.

[2020-074](#) A Resolution Advocating for a Reduction of Halibut Bycatch (Cooper, Johnson, Hibbert, Dunne, Carpenter)

This Resolution was adopted.

[2020-075](#) A Resolution Authorizing the Cities in the Borough to Use Cares Act Coronavirus Relief Funds (CRF Funds) from the Borough to Fund Distribution by the Cities for Housing Relief Due to the COVID-19 Pandemic in each City Through the Alaska Housing Finance Corporation, and the Mayor to Enter into Agreements Between the Borough and the Cities for the Cooperative and/or Joint Administration of the Functions or Powers to Provide for Housing Assistance in the Cities (Mayor)

This Resolution was adopted.

[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)

This Ordinance was introduced and set for public hearing.

[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 (Mayor)

This Ordinance was introduced and set for public hearing.

[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 (Mayor)

This Ordinance was introduced and set for public hearing.

[2020-45](#) An Ordinance Amending KPB 2.40, Planning Commission, KPB Title

20, Subdivisions, and KPB 21.20, Hearing and Appeals, to Correct Grammatical Errors, and Clarify and Improve Certain Administrative Procedures (Mayor)

This Ordinance was introduced and set for public hearing.

[2019-19-44](#) An Ordinance Accepting and Appropriating Grant Funds for Nikiski Fire Service Area and Central Emergency Service Area for the Self-Contained Breathing Apparatus Equipment Provided by the City of Kenai Through the Assistance to Firefighters Grant Program (Mayor)

This Budget Ordinance was introduced and set for public hearing.

[2020-19-10](#) An Ordinance Appropriating Funds from the General Fund for Flood Response Under the Declared Local Disaster Emergency within the Kenai Peninsula Borough (Mayor)

This Budget Ordinance was introduced and set for public hearing.

[2020-19-11](#) An Ordinance Accepting and Appropriating \$221,493 from the State of Alaska Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management for Areawide Siren Upgrades, Incident Management Functional Exercise and Air Compressor Unit (Mayor)

This Budget Ordinance was introduced and set for public hearing.

[KPB-2838](#) 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

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

approved.

[KPB-2843](#) 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.

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

approved

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

[KPB-2839](#) Confirming Appointments to the Advisory Planning Commissions (Mayor)

Funny River APC

James L Harpring, Seat B, Term Expires September 30, 2023

Dean Cash, Seat C, Term Expires September 30, 2023

Hope/Sunrise APC

Derrick Jabaay, Seat E, Term Expires September 30, 2023

Anchor Point APC

Jonathan Marsh, Seat C, Term Expires September 30, 2023

approved.

[KPB-2840](#) Confirming the Appointment to the Kenai Peninsula Borough Planning Commission (Mayor)

Davin Chesser, Northwest Borough Seat, Term Expires 07/31/2023

approved.

[KPB-2841](#) Confirming the Appointments to the Kenai Peninsula Borough Service Areas (Mayor)

Anchor Point Fire and Emergency Service Area Board

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
Jenifer Cameron, Seat E, Term Expires 10/2023

Seward Bear Creek Flood Service Area Board
David Hettick Sr., Seat A, Term Expires 10/2023

Kachemak Emergency Service Area Board
Mildred "Milli" Martin, Seat A, Term Expires 10/2023
approved.

[KPB-2842](#) Confirming the Appointments to the Kenai Peninsula Borough
Resilience and Security Advisory Commission (Mayor)

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, Term Expires 09/2021
Rowland S. Waterman, Term Expires 09/2022
Alexandra Ravelo, Term Expires 09/2023
approved.

Approval of the Consent Agenda

President Cooper called for public comment.

The following people spoke in support of Resolution 2020-073:
Ken Coleman

Paul Shadura

Rowland Maw, spoke in support of Resolution 2020-073 and Resolution 2020-074.

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

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

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

VACANCY, DESIGNATION OR SEATING MEMEBERS

1. Swear-In Newly Elected Assembly Members

[Clerk's Note: Borough Clerk Johni Blankenship administered oaths of office to the newly elected Assembly Members: Richard Derkevorkian, District 2; Bill Elam, District 5; Lane Chesley, District 8.]

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

1. [KPB-2835](#) RESCHEDULED TO NOVEMBER 10, 2020 MEETING Kenai Peninsula Borough School District Quarterly Report (10 Minutes)
2. [KPB-2836](#) Kenai Peninsula Economic Development District Update, Tim Dillon, Executive Director (10 Minutes)

[Clerk's Note: Tim Dillon, Executive Director gave a presentation 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**PUBLIC HEARINGS ON ORDINANCES**

[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) (Postponed to 12/01/20)

Hibbert moved to enact Budget Ordinance 2020-19-07.

President Cooper called for public comment with none being offered.

Hibbert moved to amend Budget Ordinance 2019-19-07 as follows:

The final Whereas to read, "the Bond Bank anticipates a refinancing closing date [OF SEPTEMBER 2020] following October 1, 2020;

The Motion to amend Budget Ordinance 2020-19-07 carried by the following vote:

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

Hibbert moved to postpone Budget Ordinance 2020-19-07 as amended to the December 1, 2020 meeting.

The motion to postpone Budget Ordinance 2020-19-07 as amended to the December 1, 2020 meeting carried by the following vote:

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

[2020-19-08](#) An Ordinance Appropriating Refinanced 2013 School General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) (Postponed to 12/01/20)

Hibbert moved to enact Budget Ordinance 2020-19-08.

President Cooper called for public comment with none being offered.

Hibbert moved to amend Budget Ordinance 2020-19-08 as follows:

The final Whereas clause to read, "the Bond Bank anticipates a refinancing closing date [OF SEPTEMBER 2020] following October 1, 2020;

The motion to amend budget Ordinance 2020-19-08 carried by the following vote:

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

Hibbert moved to postpone Budget Ordinance 2020-19-08 as amended to the December 1, 2020 meeting.

The motion to postpone Budget Ordinance 2020-19-08 as amended to the December 1, 2020 meeting carried by the following vote:

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

[2020-19-09](#) An Ordinance Appropriating Refinanced 2011 Hospital General Obligation Bond Proceeds for the Purpose of Paying Bond Refinancing Issuance Costs (Mayor) (Postponed to 12/01/20)

Hibbert moved to enact Budget Ordinance 2020-19-09.

President Cooper called for public comment with none being offered.

Hibbert moved to amend Budget Ordinance 2020-19-09 as follows:

The final Whereas clause to read, "the Bond Bank anticipates a refinancing closing date [OF SEPTEMBER 2020] following October 1, 2020;

The motion to amend Budget Ordinance 2020-19-09 carried by the following vote:

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

Hibbert moved to postpone Budget Ordinance 2020-19-08 as amended to the December 1, 2020 meeting.

The motion to postpone Budget Ordinance 2020-19-08 as amended to the December 1, 2020 meeting carried by the following vote:

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

[2020-41](#)

An Ordinance Authorizing Five Communications Site Lease Agreements at Certain Locations with SpitWSpots, Inc. (Mayor)

Dunne moved to enact Ordinance 2020-41.

President Cooper called for public comment with none being offered.

Dunne moved to amend Ordinance 2020-41 as follows:

the title to read, "An Ordinance Authorizing [FIVE] Four Communications Site Lease Agreements at Certain Locations with SpitWSpots, Inc." and

The first Whereas clause to read, "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 [,] and Bear Creek [AND TYONEK]; and

Section 1 (C), (D), and (E), to read:

"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.]

Section 5 to read, "SpitWSpots, Inc. shall have [90] 15 days from the date of enactment of this ordinance to execute the lease agreement(s).

Section 6 to read, "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 AgreementL 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 motion to amend Ordinance 2020-41 carried by the following vote:

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

Dunne moved to amend Ordinance 2020-41 as follows:

Delete the fifth Whereas clause in its entirety, "[WHEREAS, THE ANCHOR POINT FIRE SERVICE AREA BOARD AT ITS REGULARLY SCHEDULED MEETING OF ____ RECOMMENDED ____; AND]

Amend the sixth Whereas clause to read, "the Bear Creek Fire Service Area Board at its regularly scheduled meeting of October 6, 2020 recommended approval by majority consent."

The motion to amend Ordinance 2020-41 carried by the following vote:

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

Dunne moved to amend Ordinance 2020-41 as follows:

The final Whereas clause to read, "The Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of September 28, 2020 recommended approval by unanimous consent."

The motion to amend Ordinance 2020-41 carried by the following vote:

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

The motion to enact Ordinance 2020-41 as amended carried by the following vote:

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

UNFINISHED BUSINESS

NEW BUSINESS

1. Resolutions

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 (Mayor, Cox, Smalley)

Hibbert moved to adopt Resolution 2020-070.

Assembly Member Dunne declared a possible conflict of interest regarding Resolution 2020-070 as he has two rental properties outside city limits and could receive money from these funds. President Cooper ruled that a conflict did exist. Assembly Member Dunne abstained from the discussion and vote regarding Resolution 2020-070.

Assembly Member Cox declared a possible conflict of interest regarding Resolution 2020-070 as he has rental properties outside city limits and could receive money from these funds. President Cooper ruled that a conflict did exist. Assembly Member Cox abstained from the discussion and vote regarding Resolution 2020-070.

President Cooper called for public comment with none being offered.

The motion to adopt Resolution 2020-070 carried by the following vote:

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

Abstain: 2 - Cox, and Dunne

MAYOR'S REPORT

[KPB-2812](#) Mayor's Report Cover Memo

1. Assembly Requests/Responses - None
2. Agreements and Contracts
 - a. [KPB-2813](#) Sole Source CareHawk Intercom Equipment through Northern Support Services.
 - b. [KPB-2814](#) Authorization to Award a Contract for ITB21-005 South Peninsula Hospital Deaerator Replacement to Norcoast Mechanical, Inc., Anchorage, Alaska.
 - c. [KPB-2815](#) Authorization to Award a Contract for ITB21-012 911 Back Up Center Remodel to Orion Construction, Inc., Wasilla, Alaska.
 - d. [KPB-2816](#) Authorization to Award a Contract for RFP21-003 Janitorial Services to Touch of Gold Cleaning of Nikiski, Alaska.
 - e. [KPB-2817](#) Authorization to Award a Contract for ITB21-010 FY21 Gravel Roads – North Region, Unit 2, to Chumley's Inc., Nikiski, Alaska.
 - f. [KPB-2819](#) Authorization to Award a Contract for ITB21-010 FY21 Gravel Roads – West Region, Units 2&6 to Foster Construction, LLC, Soldotna,

Alaska.

- g.** [KPB-2820](#) Authorization to Award a Contract for ITB21-010 FY21 Gravel Roads - South Region, Units 3 & 4 to East Road Services, Inc., Homer, Alaska.
 - h.** [KPB-2821](#) Authorization to Award a Contract for ITB21-010 FY21 Grave Roads - Central Region, Unit 4 to Foster Construction, LLC, Soldotna, Alaska
 - i.** [KPB-2822](#) O2Prime Ionization Project, Through Siemens GSA Contract - South Peninsula Hospital
 - j.** [KPB-2823](#) O2Prime Ionization Project, Through Siemens GSA Contract - Central Peninsula Hospital and Heritage Place
 - k.** [KPB-2824](#) O2Prime Ionization Project, Through Siemens GSA Contract - Homer Area Schools.
 - l.** [KPB-2825](#) O2Prime Ionization Project, Through Siemens GSA Contract - Seward Area Schools.
 - m.** [KPB-2826](#) O2Prime Ionization Project, Through Siemens GSA Contract - North Peninsula Recreation and Nikiski Fire Station #2.
 - n.** [KPB-2827](#) O2Prime Ionization Project, Through Siemens GSA Contract - Kenai Area Schools.
 - o.** [KPB-2828](#) O2Prime Ionization Project, Through Siemens GSA Contract - Soldotna Area Schools.
 - p.** [KPB-2829](#) O2Prime Ionization Project, Through Siemens GSA Contract - Borough Administration Building, office of Emergency Management Building and Kenai River Center.
 - q.** [KPB-2830](#) NPRSA Pool Digital Control Retrofit to Siemens, Under the Government General Services Administration (GSA) Contract.
 - r.** [KPB-2831](#) Authorization to Award a Contract for ITB21-013 Kenai Peninsula Borough Assembly Chamber Renovations to Orion Construction, Inc., Wasilla, Alaska.
3. Other
- a.** [KPB-2832](#) Revenue-Expenditure Report - August 2020

- b. [KPB-2833](#) Budget Revisions - August 2020
- c. [KPB-2834](#) Litigation Status Report - Quarter Ending 09/30/20

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

President Cooper called for public comment.

Debbie Cary, congratulated newly elected officials and outgoing assembly members.
Bill Elam, congratulated newly elected officials and outgoing assembly members.

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

ASSEMBLY COMMENTS

Assembly Member Hibbert congratulated Mayor Pierce on a successful campaign. He welcomed the three new assembly members, Derkevorkian, Chesley and Elam and congratulated them on a successful election. He thanked Debbie Cary for her continued participation and support during assembly meetings. He thanked Assembly Members Blakeley, Smalley and President Cooper for their hard work and dedication to the assembly. He thanked the Clerk's office and all election workers for a successful election. He thanked Brenda Ahlberg and her team for their work on the CARES Act projects. He wished everyone a good night.

Assembly Member Johnson thanked President Cooper for her hard work as Assembly President. He stated his appreciation for Assembly Members Smalley and Blakeley. He congratulated Mayor Pierce on his re-election. He welcomed the new assembly members Derkevorkian, Chesley and Elam and thanked Debbie Cary for her attendance at assembly meetings. He congratulated Ninilchik and Anchor Point voters on voting for their new service area. Mr. Johnson offered his condolences to Joe Leeman's family. He stated his desire to serve as Assembly President.

Assembly Member Dunne stated his appreciation for President Coopers leadership and welcomed the new assembly members Derkevorkian, Chesley and Elam. He wished farewell to Assembly Members Blakeley and Smalley. He congratulated all candidates who ran for office during the election season. He thanked Mayor Pierce for soliciting his help in gathering names for the Resilience and Security Advisory Commission. He thanked everyone for their participation.

Assembly Member Cox thanked President Cooper, Assembly Members Smalley and Blakeley for their service. He welcomed the new Assembly Members Derkevorkian, Chesley and Elam and congratulated Mayor Pierce on his re-election. He thanked the Borough Clerk and her team on their hard work during the election. He congratulated

SoHi football on their recent win and reminded central peninsula residents that schools went back to 100% remote learning for a minimum of two weeks. He congratulated the SoHi cross-country running team that participated in the state championship meet. He congratulated his son for being elected by his peers to serve as the student representative on the Soldotna City Council.

Assembly Member Carpenter thanked President Cooper and Assembly Members Smalley and Blakeley for their service on the assembly. He congratulated the new assembly members Derkevorkian, Chesley and Elam. He congratulated Mayor Pierce on his reelection. He congratulated Gina Boonstra from Kenai on her Division Two cross country Championship.

Assembly Member Blakeley thanked the assembly for working with him over the past three years. He stated his admiration for the Borough and Borough employees. He congratulated Mayor Pierce on his re-election. He also congratulated the new assembly members Derkevorkian, Chesley and Elam for their successful campaigns.

Assembly Member Bjorkman thanked all the outgoing assembly members for their service to the borough. He congratulated new assembly members who would be taking office. He stated that central peninsula schools have closed to in-person learning. He stated his desire to find new solutions for in-person learning for students. He encouraged residents to reach out to elected officials and voice their opinion on decisions related to their students education.

Assembly Member Smalley congratulated the Kenai Middle School girls soccer team on winning the Borough Championship. He also congratulated Kenai Middle School 7th grader James Innes on winning the Borough cross-country meet. He congratulated Gina Boonstra from Kenai on her Division Two cross country championship. He thanked the residents of Kenai for allowing him to represent them on the assembly. He thanked Johni Blankenship and her team in the Clerk's office for their hard work and dedication to the assembly. He thanked President Cooper for her leadership. He thanked Assembly Member Blakeley for his hard work on the assembly and welcomed the new assembly members Derkevorkian, Chesley and Elam. He thanked all the candidates who ran for public office. He stated that Alaska Municipal League (AML) will be holding their annual conference via Zoom this year. He encouraged all assembly members to attend. He thanked everyone for a great three years.

President Cooper thanked Borough employees for their hard work. She gave her thanks to the Clerk's office for their dedication and support. She congratulated Mayor Pierce on his re-election and the new assembly members for their successful election. She thanked the assembly for successfully working together over the past three years. She encouraged residents to treat poll workers with kindness and respect during the November 3rd election. She wished everyone a good evening.

PENDING LEGISLATION

INFORMATIONAL MATERIALS AND REPORTS

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

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

With no further business to come before the assembly, President Cooper adjourned the meeting at 9:10 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of October 13, 2020.

Johni Blankenship, MMC, Borough Clerk

Approved by the Assembly: _____

Introduced by: Mayor
Date: 10/13/20
Hearing: 11/10/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2019-19-44**

**AN ORDINANCE ACCEPTING AND APPROPRIATING GRANT FUNDS FOR
NIKISKI FIRE SERVICE AREA AND CENTRAL EMERGENCY SERVICE AREA FOR
THE SELF-CONTAINED BREATHING APPARATUS EQUIPMENT PROVIDED BY
THE CITY OF KENAI THROUGH THE ASSISTANCE TO FIREFIGHTERS GRANT
PROGRAM**

WHEREAS, in Ordinances 2019-19-13 the assembly authorized the mayor to execute grant agreements and any other documents deemed necessary to expend the funds to accept and pay matching funds and administrative service fees for self-contained breathing apparatus (SCBA) on behalf of Central Emergency Service Area and Nikiski Fire Service Area; and

WHEREAS, these SCBA were funded largely by a U.S. Department of Homeland Security, Federal Emergency Management Agency, Assistance to Firefighters Grant obtained by the City of Kenai; and

WHEREAS, the City of Kenai (City), Central Emergency Service Area (CES) and Nikiski Fire Service Area (NFSA) submitted a regional AFG grant application to purchase SCBA equipment; and

WHEREAS, the City, CES and NFSA entered into a memorandum of agreement as authorized by borough resolutions R2018-044 and R2018-054, which defined each of the applicants' roles and responsibilities upon award of the AFG grant; and

WHEREAS, the City received an AFG award notification in the amount of \$994,909.09, which requires 10 percent non-federal match of \$99,490.91; and

WHEREAS, CES provided a 10 percent match in the amount of \$68,654.54 to the City for the purchase of 118 SCBAs and accepted 118 SCBAs valued at \$755,200 and provided the 0.5 percent borough administrative fee in the amount of \$3,776.00; and

WHEREAS, NFSA provided a 10 percent match in the amount of \$18,618.18 to the City for the purchase of 32 SCBAs and accepted 32 SCBAs valued at \$204,800 and provided a 0.5 percent borough administrative fee in the amount of \$1,024.00; and

WHEREAS, it recently came to the attention of the finance department that the borough must also appropriate the value of the grant received for the SCBA's;

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

SECTION 1. That the sum of \$686,545.46 is appropriated to the Central Emergency Service Area Capital Project Fund account 443.51610.SCBA1.48514 to recognize the value of the SCBA received by the borough on behalf of CES through Ordinance 2019-19-13.

SECTION 2. That the sum of \$186,181.82 is appropriated to the Nikiski Fire Service Area Capital Project Fund, fund balance is appropriated to account 441.51110.SCBA3.48514 to recognize the value of the SCBA received by the borough on behalf of NFSA through ordinance 2019-19-13.

SECTION 3. That upon enactment this ordinance shall take effect retroactively on October 22, 2019.

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

Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

MEMORANDUM

TO: Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor *CP*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: October 13, 2020

RE: Ordinance 2019-19-44, Accepting and Appropriating Grant Funds for Nikiski Fire Service Area and Central Emergency Service Area for the Self-Contained Breathing Apparatus Equipment Provided by the City of Kenai Through the Assistance to Firefighters Grant Program (Mayor)

In October 2019, ordinance 2019-19-13 authorized the mayor to execute grant agreements and any other documents deemed necessary to expend the funds to accept and pay matching funds and administrative service fees for self-contained breathing apparatus (SCBA) on behalf of Central Emergency Service Area and Nikiski Fire Service Area. The grant has since been completed and the equipment has been received by both Nikiski Fire Service Area and Central Emergency Services.

It has come to our attention through the annual financial statement review process that the borough must also appropriate the value of the grant received for the self-contained breathing apparatus equipment. Therefore, this ordinance appropriates grant funds in the amount of \$686,545.46 for Central Emergency Services and \$186,181.82 for Nikiski Fire Service Area to be offset by grant revenues, creating a zero net effect to each service areas fund balance.

Your consideration of this ordinance is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No. <u>443.51610.SCBA1.48514</u>	
Amount: <u>\$ 686,545.46</u>	
Acct. No. <u>441.51110.SCBA3.48514</u>	
Amount: <u>\$ 186,181.82</u>	
By: <u>PP</u>	Date: <u>10/9/2020</u>

Introduced by: Mayor
Date: 10/13/20
Hearing: 11/10/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-19-10**

**AN ORDINANCE APPROPRIATING FUNDS FROM THE GENERAL FUND FOR
FLOOD RESPONSE UNDER THE DECLARED LOCAL DISASTER EMERGENCY
WITHIN THE KENAI PENINSULA BOROUGH**

WHEREAS, the mayor issued an emergency disaster declaration on October 2, 2020, in response to flooding throughout the Seward-Bear Creek area expected to cause significant damage and forecast to continue for another four days, threatening persons and property; and

WHEREAS, following the disaster emergency declaration heavy rain continued to fall, causing an unusually large sediment load to fill the waterways during a short time period creating severe threats to two subdivisions and damaging Dieckgraeff Road, the only access to the solid waste facility in the area; and

WHEREAS, significant work was promptly undertaken and continued through Tuesday October 6, 2020, including measures to protect numerous roads and bridges in response to the flooding to reduce the likelihood of an immediate or future failure during the normal fall rains would result in significant damage to those subdivisions and other infrastructure; and

WHEREAS, an appropriation is needed to provide funding for the borough's response and assessment of damages;

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

SECTION 1. That the sum of \$250,000 is hereby appropriated from the general fund balance and transferred to account number 260.11251.21FL1.49999 for response and assessment by the borough through the declared disaster emergencies within the Kenai Peninsula Borough.

SECTION 2. That this ordinance shall take effect immediately upon its enactment.

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

Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Office of the Borough Mayor

MEMORANDUM

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

FROM: Charlie Pierce, Mayor *CP*

DATE: October 13, 2020

RE: Ordinance 2020-19-10, Appropriating Funds from the General Fund for Flood Response Under the Declared Local Disaster Emergency within the Kenai Peninsula Borough (Mayor)

Heavy rainfall throughout the Seward and Bear Creek area started October 1, 2020, which resulted in flooding conditions that was capable of causing severe damage. The flooding caused an unusually large sediment load during a very short time frame, creating an immediate threat of substantial damage to borough-maintained roads and bridges, and two subdivisions off Bruno Road and Myrtlewood Drive, and damaging Dieckgraeff Road, a gravel road providing the only access to the borough-owned and operated solid waste transfer facility in the Seward-Bear Creek area.

As a result, of these problems, a local emergency disaster was declared by my office on October 2, 2020.

Over the weekend significant expenses were incurred in responding to this event and by moving sediment from the rivers and taking protective measures to protect public health and safety by protecting public and private property from damages expected to be caused by the flooding. This was a substantial effort and the administration requests funding in the amount of \$250,000 to pay the expenses incurred in responding to this event.

Your consideration is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>(FB) 100.27910</u>
Amount:	<u>\$ 250,000.00</u>
By: <u>PP</u>	Date: <u>10/12/2020</u>
By: <u>BH</u>	



Office of the Borough Mayor

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

Charlie Pierce
Borough Mayor

DISASTER EMERGENCY DECLARATION FOR THE KENAI PENINSULA BOROUGH

October 2, 2020

WHEREAS, on September 28, 2020 the National Weather Service forecasted several storms that are expected to affect the Seward and Bear Creek vicinity by bringing significant rains to the area; and

WHEREAS, the National Weather Service has also forecasted this rainfall totals may mimic the rainfall experienced in the 2012 and 2018 declared flood events in that area; and

WHEREAS, the Seward Bear Creek Flood Service Area has placed equipment in the streams and channels to attempt to mitigate the effect of the impending storm; and

WHEREAS, as of this date there have been high water issues in the following locations: Kwechak Creek, Lost Creek, Salmon Creek, Sawmill Creek, and Clear Creek; and

WHEREAS, the water has threatened some borough-maintained roads and bridges, specifically including Dieckgraeff Road, a gravel road located in the City of Seward providing the only access to the borough-owned and operated solid waste transfer facility in the Seward-Bear Creek area; and

WHEREAS, the National Weather Service is forecasting continuing rainfall which is expected to require immediate response to protect against this imminent threat of widespread and severe damage; and

WHEREAS, the Kenai Peninsula Borough expects to expend significant resources to temporarily repair Dieckgraeff Road, the Box Canyon and Kwechak Creek water diversion structures, and Lost Creek Bridge to limit damages to roads and bridges, ensure access to critical infrastructure, and protect the public safety; and

WHEREAS, both public and private property is expected to suffer damage due to this event; and

WHEREAS, as a second class borough the Kenai Peninsula Borough does not have the authority to provide financial support to the cities in the borough to repair or replace their damaged facilities; and

WHEREAS, the Kenai Peninsula Borough expects to provide incident management and basic resources to monitor conditions, to coordinate emergency actions and repairs as needed, but does not have sufficient funds or resources to repair the damages expected to be caused by this storm in the borough outside of the City of Seward or to assist the City of Seward and other agencies and residents expected to be affected by this disaster; and

NOW THEREFORE, I declare a Disaster Emergency per AS 26.23.140 to exist in the Seward-Bear Creek area in the Kenai Peninsula Borough outside the City of Seward that are determined to have been damaged by the high water due to heavy rainstorms that began September 30, 2020, continued through this date, and, according to the National Weather Service, are forecast to continue for at least another four days, and as such I have activated the emergency response plan of the Kenai Peninsula Borough in order to address the speedy recovery from the substantial damages which are expected to exceed the resources and capacity of the Kenai Peninsula Borough to recover.

FURTHERMORE, the Kenai Peninsula Borough requests that the Governor of the State of Alaska declare a disaster emergency to exist as described in AS 26.23 and provide disaster assistance to the Kenai Peninsula Borough and the City of Seward in the response and recovery expected from this event, to provide individual assistance for affected property owners including homeowners and business owners with property damage that may result from this storm, and to provide immediate damage assessment assistance, technical expertise, guidance, and resources to expedite recovery and mitigation.

FURTHERMORE, the Kenai Peninsula Borough requests that the Governor of the State of Alaska direct State agencies with direct ownership or responsibility in the mapping, debris location, debris removal, permitting, reconstruction and other processes, to assist and expedite assistance that would result in a plan to address debris locations, all necessary permitting, waiving state and University of Alaska fees for gravel removed as part of the response to this disaster, and other processes and to coordinate local assistance regarding infrastructure protection and repair, permitting, in-water mitigation, debris removal, and mapping with the Army Corps of Engineers, the U.S. Coast Guard, and other agencies at all levels of government.

Dated this 2nd day of October, 2020.

James Baisden, Chief of Staff

Charlie Pierce
Kenai Peninsula Borough Mayor

ATTEST:

Johni Blankenship

Johni Blankenship
Borough Clerk



Kenai Peninsula Borough Disaster Emergency Declaration
October 2, 2020
Page 2

Introduced by: Mayor
Date: 10/13/20
Hearing: 11/10/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-19-11**

AN ORDINANCE ACCEPTING AND APPROPRIATING \$221,493 FROM THE STATE OF ALASKA DEPARTMENT OF MILITARY AND VETERANS AFFAIRS, DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT FOR AREA WIDE SIREN UPGRADES, INCIDENT MANAGEMENT FUNCTIONAL EXERCISE AND AIR COMPRESSOR UNIT

WHEREAS, the State of Alaska Department of Military and Veterans Affairs, Division of Homeland Security & Emergency Management (DHS&EM) provides funds to enhance the capability of local governments to prevent, deter, respond to and recover from all-hazard incidents and to enhance regional preparedness efforts; and

WHEREAS, the DHS&EM State Homeland Security Program is a federal grant pass through program with the Federal Emergency Management Agency which provides funding for planning, equipment, training and exercises; and

WHEREAS, the borough applied for and received funding to upgrade the areawide siren broadcast system and to provide an incident management functional exercise in the amount of \$169,493; and

WHEREAS, the borough applied for and received funding on behalf of the Ninilchik Emergency Services (NES) to purchase and install an air compressor for self-contained breathing apparatus bottles in the amount of \$52,000; and

WHEREAS, the borough will enter into a Memorandum of Agreement with NES, allowing use of the air compressor for the unincorporated community of Ninilchik; and

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

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

SECTION 1. That the mayor is authorized to accept \$221,493 from the State of Alaska Department of Military and Veteran Affairs, Division of Homeland Security and Emergency Management and to execute a grant agreement and any other documents deemed necessary to accept and to expend the grant funds and to fulfill the intents and purposes of this ordinance.

SECTION 2. That grant funds in the amount of \$221,493 are appropriated to the account 271.94910.21HSP.49999.

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

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

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

Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk


Yes:

No:

Absent:

MEMORANDUM

TO: Assembly President
Members, Kenai Peninsula Borough Assembly

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

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

DATE: October 13, 2020

SUBJECT: Ordinance 2020-19- 11, Accepting and Appropriating \$221,493 from the State of Alaska Department of Military and Veteran Affairs, Division of Homeland Security and Emergency Management for Areawide Siren Upgrades, Incident Management Functional Exercise and Air Compressor Unit (Mayor)

The borough received award notification from the Alaska Division of Homeland Security and Emergency Management (DHS&EM) in the amount of \$221,493 through the State Homeland Security Program (SHSP) to fund three projects:

1. Purchase and install upgrades to the borough's siren broadcast system. The project encompasses all sirens located within the Kenai Peninsula Borough.
2. Provide a functional exercise that simulates a large scale, moderate impact incident that requires significant coordination and response. The exercise will be offered to borough personnel as well as local, state and federal partners, and non-government officials (NGO).
3. Purchase and install an air compressor to be located at the Ninilchik Emergency Services facility located at 15727 Kingsley Rd, Ninilchik. This is a borough asset; however, the borough and NES will enter into a Memorandum of Agreement.

Brenda Ahlberg, Community & Fiscal Projects Manager, will assist NES to ensure completed reporting requirements. Dan Nelson, Emergency Manager will be the project manager for items 1 and 2. The grant performance period ends September 30, 2022.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Acct. No.:	<u>271.94910-21HSP.49999</u>
Amount:	<u>\$ N/A</u>
By: <u>PP</u>	Date: <u>10/9/2020</u>



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Military and
Veterans' Affairs**

Division of Homeland Security
and Emergency Management

P.O. Box 5750
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October 1, 2020

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

RE: 2020 State Homeland Security Program, EMW-2020-SS-00012-S01
State Grant No.: 20SHSP-GY20

Mayor Pierce:

We received funds from the U.S. Department of Homeland Security under the 2020 State Homeland Security Program. We are pleased to award the Kenai Peninsula Borough the amount of \$221,493.00 under this grant. Funding from this program is provided to support, build, and sustain the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events.

Please review the Grant Requirement and Program Terms and Conditions. Program Terms and Conditions will be discussed at the 2020 electronic Grant Kick-Off Meeting to be held in fall 2020.

Please review Project Budget Details for Environmental and Historical Preservation requirements and approved project specifics. As a reminder, all procurement transactions must be conducted in a manner providing full and open competition. To ensure this, we require a Procurement Method Report with every expense (with the exception of local advertising, legal notices, and travel arrangements) submitted for reimbursement under this grant and pre-approvals may be required at multiple steps in the procurement process. Please see the Procurement Method Report for additional details.

The 2020 State Homeland Security Program requires completion of the Nationwide Cybersecurity Review (NCSR) by all subrecipients by December 31, 2020. More information on this online, self-assessment is will be provided at the 2020 electronic Kick-Off Meeting.

Attached is a pre-signed Obligating Award Documents (OAD). Please review the information for accuracy and review any Special Conditions. Please print the document, sign the OAD, and send a scanned copy to mva.grants@alaska.gov within 30 days of subrecipient receipt. Keep the hard copy for your records.

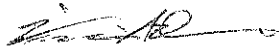
Mayor Pierce
October 1, 2020
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If the OAD cannot be returned within 30 days due to local jurisdiction policies, a Notice of Intent to Accept Grant Award form must be submitted. The form and instructions are available for download on our Grants website, <http://ready.alaska.gov/grants>.

If signatory points of contacts have changed since submittal of the application, please complete and return a Signatory Authority Form with the signed OAD. The Signatory Authority Form is available for download on our Grants website. If needed, Electronic Payment enrollment forms are also available upon request.

If you have any questions, please contact the Division Project Manager for this grant, Tiffany Peltier, at (907) 428-7026 or by email at mva.grants@alaska.gov.

Sincerely,



William A. Dennis
Administrative Operations Manager

Attached: Obligating Award Document
 Project Budget Details Report
 Quarterly Activities Plan
 Environmental Historical Preservation Form

cc: Dan Nelson, Jurisdiction Project Manager
 Brandi Harbaugh, Jurisdiction Chief Financial Officer

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.

Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor CP

FROM: Brandi Harbaugh, Finance Director BH

DATE: 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)

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

Enstar Construction Cost:	918,338.00
Enstar Non-Standard Cost:	94,100.00
Enstar Final Cost:	1,012,438.00
KPB Administration Cost:	18,596.60
Total Project Final Cost:	1,031,034.60

Total Assessed Value (AV)	2019 Assessed Value (AV)
Total Project Cost:	1,031,034.60
(Less) Total Paid Prepayments of Assessments:	(7,833.91)
Total Assessments:	1,023,200.69

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

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			KOON, 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

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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			SCHELL, 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			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

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.
133-350-17	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 DUVOY 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 KALIFORNIA 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 KALIFORNIA 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 KALIFORNIA 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 KALIFORNIA 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 KALIFORNIA 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.

Assembly President


ATTEST:

Johni Blankenship, MMC, Borough Clerk

MEMORANDUM

TO: Assembly President
Kenai Peninsula Borough Assembly Members

THRU: Charlie Pierce, Borough Mayor

FROM: Marcus A. Mueller, Acting Planning Director 

DATE: October 14, 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.

The Kenai Peninsula Borough Planning Commission reviewed the subject ordinance during their regularly scheduled October 12, 2020 meeting.

A motion passed by unanimous vote (8 Yes, 0 No, 2 Absent) to recommend the adoption of Ordinance 2020-43.

In the ordinance, please amend the last WHEREAS statement:

WHEREAS, at its meeting of October 12, 2020, the Planning Commission reviewed this ordinance and recommended approval by unanimous vote.

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

- 6. 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.

Staff report given by Marcus Mueller.

The amendments will clarify a source of conflict and confusion in current KPB 21.11.110. 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 amendment 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 for KPB 21.344.110

Finally, the on-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.

END OF STAFF REPORT

Vice Chair Ruffner opened the meeting for public comment.

Hearing no one wishing to comment Vice Chair Ruffner 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 Ordinance 2020-43.

Vice Chair Ruffner had a question for staff. He understands that a non-conforming use grandfathered in will go away if that use is discontinued for a year. If a property is subdivided, will the non-conforming use go way then? What are the triggers that will cause a non-conforming use to go away? Mr. Kelly answered he was correct that discontinuing a use would cause the non-conforming use to drop off, General so would expansion or subdividing. He would need to think how expansion/subdividing would affect an agricultural non-conforming use. For instance, if an agriculture non-conforming use parcel were to subdivide into two agriculture use parcels. However, discontinuing a use, subdividing or expansion are the general reasons for a non-conforming uses to drop off. Vice Chair Ruffner replied that was his understanding as well, however he does not see the subdividing issue addressed clearly in the ordinance rewrite and it may cause issues in the future. Mr. Kelly agreed and stated it is understood by all stakeholders involved, the LOZ ordinance requires a substantial rewrite. He is hoping that will occur when the new Planner comes onboard. Mr. Kelly stated this particular rewrite is surgical in nature to address a specific need and is not intended to substantially change the ordinance.

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

Yes	8	No	0	Absent	2
Yes	Bentz, Brantley, Carluccio, Fikes, Gillham, Morgan, Ruffner, Venuti				
No	None				
Absent	Ecklund, Martin				

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: Marcus Mueller, Acting Planning Director *mm*

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)

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.**

Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:


No:

Absent:

MEMORANDUM

TO: Assembly President
Kenai Peninsula Borough Assembly Members

THRU: Charlie Pierce, Borough Mayor

FROM: Marcus A. Mueller, Acting Planning Director 

DATE: October 14, 2020

RE: Ordinance 2020-44: Authorizing the lease of approximately 2500 square feet of Borough owned land to Atlas Tower 1 LLC for the construction and maintenance of a communication tower site.

The Kenai Peninsula Borough Planning Commission reviewed the subject ordinance during their regularly scheduled October 12, 2020 meeting.

A motion passed by unanimous vote (8 Yes, 0 No, 2 Absent) to recommend the adoption of Ordinance 2020-44.

In the ordinance, please amend the last WHEREAS statement:

WHEREAS, The Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of October 12, 2020, recommended approval by unanimous vote.

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

- 5. Ordinance 2020-44, Authorizing the lease of approximately 2500 square feet of Borough owned land to Atlas Tower 1 LLC for the construction and maintenance of a communication tower site.

Staff report given by Marcus Mueller

Atlas Tower 1, LLC, a Colorado limited liability company, has submitted an application for a negotiated lease of a 2500 square foot area owned by the Borough and located within SE1/4 SE1/4, Section 16, T07N, R12W, S.M. Kenai Recording District, 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 additional five-year terms.
- For any sub-lessees, a revenue share of 33% of the sublease rent to KPB.
- 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 KPB to place emergency telecommunications equipment on the tower for use by Central Emergency Services.

The 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.

END OF STAFF REPORT

Vice Chair Ruffner opened the meeting for public comment.

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

MOTION: Commissioner Gillham motioned, seconded by Commissioner Bentz to forward to the Assembly a recommendation to adopt Ordinance 2020-44.

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

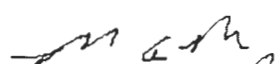
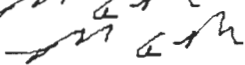
Yes	8	No	0	Absent	2
Yes	Bentz, Brantley, Carluccio, Fikes, Gillham, Morgan, Ruffner, Venuti				
No	None				
Absent	Ecklund, Martin				

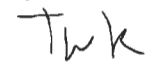
Kenai Peninsula Borough

Planning Department – Land Management Division

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)

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.



Geographic Information Systems
144 North Binkley Street, Soldotna, Alaska 99669

Exhibit 1: Atlas Tower Salamatof Site - Leased Premises



- Legend
- Township Lines
 - Section Lines
 - Parcels



Notes



0.1 Miles
0.03
0



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

Coordinate System: NAD_1983_StatePlane_Alaska_4_FIPS_5004_Feet

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 26. That KPB 20.40.040 is hereby amended as follows:

20.40.040. Conventional onsite soil absorption systems.

A. If any lots within a subdivision will utilize conventional onsite soil absorption systems and are less than 200,000 square feet, the following requirements must be met and submitted to the planning director:

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

...

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

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

(Signature of) Engineer	License #	Date
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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 KP.B 21.20.280(D) and 21.20.300.

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

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

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

21.20.300. Motions.

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

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

...

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

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

Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:


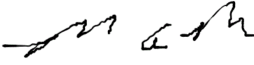
No:


Absent:

Kenai Peninsula Borough Planning Department

MEMORANDUM

TO: Assembly President
Members, Kenai Peninsula Borough Assembly

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

FROM: Scott Huff, Planning Manager 

DATE: October 29, 2020

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

At its meeting on October 12, 2020, the borough's planning commission unanimously voted to recommend the following amendment to Section 37 of Ordinance 2020-45. The amendment fixes a clerical error by adding text that was inadvertently omitted from the ordinance.

[Please note the bold underlined language is new.]

➤ Amend Section 37, as follows:

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

CHAPTER 20.65 – VACATIONS.

...

20.65.070. Alteration of platted utility easements

...

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

October 29, 2020
Page -2-
Amendment to O2020-45


associated with the vacation of a right-of-way, not requiring transfer of title, or changing of boundary lines, a resolution may be adopted by the planning commission and recorded by the planning department within the time frame set out in the resolution to finalize the approval. The petitioner is responsible for the recording fees. **The resolution will require an exhibit drawing showing, and dimensioning, the utility easement alteration area. The exhibit drawing shall be prepared, signed and sealed by a licensed land surveyor.**

Your consideration of this amendment is appreciated.

MEMORANDUM

TO: Assembly President
Kenai Peninsula Borough Assembly Members

THRU: Charlie Pierce, Borough Mayor

FROM: Marcus A. Mueller, Acting Planning Director 

DATE: October 14, 2020

RE: Ordinance 2020-45: An ordinance amending Kenai Peninsula Borough Code of Ordinances including Chapter 2.40-Planning Commission, Title 20-Subdivisions, Chapter 21.20-Hearing & Appeals to correct grammatical errors, clarify and improve certain administrative procedures.

The Kenai Peninsula Borough Planning Commission reviewed the subject ordinance during their regularly scheduled October 12, 2020 meeting.

A motion passed by unanimous vote (8 Yes, 0 No, 2 Absent) to recommend the adoption of Ordinance 2020-45.

In addition the KPB Planning Commission made a motion passed by unanimous vote (8 Yes, 0 No, 2 Absent) to recommend additional language be added to KPB 20.65.07(H) of the ordinance; which staff will present in a separate amendment memo.

In the ordinance, please amend the last WHEREAS statement:

WHEREAS, at its meeting of October 12, 2020, the Planning Commission reviewed this ordinance and recommended approval by unanimous vote.

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

- *4. Plats Granted Final Approval (20.10.040) – None
- *5. Plat Amendment Requests – None
- *6. Commissioner Excused Absences
- *7. Minutes
 - a. September 28, 2020 Planning Commission Meeting

Vice Chair Ruffner asked if anyone present wanted to speak or had concerns about any of the items on the consent or regular agendas.

Hearing no one else wishing to comment, Vice Chair Ruffner returned the discussion to the Commission.

MOTION: Commissioner Carluccio moved, seconded by Commissioner Brantley 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		10	No	0	Absent	0
Yes		Bentz, Brantley, Carluccio, Ecklund, Fikes, Gillham, Martin, Morgan, Ruffner, Venuti				
No		None				
Absent		None				

AGENDA ITEM D. OLD BUSINESS

1. 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

Staff report given by Scott Huff.

PC Meeting: October 12, 2020

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.

The KPB Planning Commission reviewed Ordinance 2020-____, Subdivisions, Hearings and Appeals Amendment Ordinance at the meeting of September 28, 2020. After the meeting KPB Platting staff and KPB Legal staff revised the ordinance as outlined below.

- Updated the title to add the word ‘AND’.
- Updated and completed the **WHEREAS** statements,
- Revise **SECTION 1** by removing AFTER NOTIFICATION and replacing with of date of distribution.

- Revise **SECTION 4** by adding a sentence to paragraph C so that the process to submit written comments is included on the notice that is sent to neighboring land owners.
- Revise **SECTION 4** by adding paragraph E. This section states that notice of any platting action must be sent by certified mail to any beneficial interest holder that is identified in the certificate to plat (title report).
 - 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.
- Revise **SECTION 5** as follows
 - 20.10.100(F) to read, '... the permit will be valid for the life of the structure, or for a period of time set by the Planning Commission.'
 - 20.10.100(G) to read, '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.'
 - 20.10.100(H) to correct the reference of code for party of record from 20.90 to 21.20.210.
- Revise **SECTION 11** by adding 'all of' in the first sentence so that all listed requirements must be shown and revising paragraph G to read smoother.
- Revise **SECTION 17 and SECTION 18** to identify the specific paragraphs that are being edited.
- Revise **SECTION 21** by leaving in the word 'shall' and not replacing the word with 'may'. This change is per the request of the City of Soldotna. This change will require the KPB Planning Commission to apply city subdivision standards. Any issue with a city design standard will need to be worked out between the applicant and city. Any appeal of a city design standard will follow KPB 21.01.020(E) which reads, *The borough will not be responsible to defend against any claims for damages, or other liability arising from the exercise of any power by the city, the city advisory planning commission, or any administrative officer of the city.*
- Revise **SECTION 22 and SECTION 24** to identify the specific paragraphs that are being edited.
- Revise **SECTION 27** specifically
 - o 20.40.070(A)(3) to read, '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.'
 - o 20.40.070(C) to read, '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.'

- Revise **SECTION 29** to state that the request for an exception shall be in writing.
 - Revise **SECTION 37**,
 - o Add 'CHAPTER' to the title.
 - o Edit 20.65.070(H) to require an exhibit drawing, prepared by a licensed engineer, to be recorded along with a resolution when an alteration or removal of a utility easement has been approved by the KPB Planning Commission.
- H. Upon approval, the alteration of a utility easement can be finalized by either.
1. Recording of a subdivision plat which complies with Chapter 20.
 2. Recording of a utility easement alteration resolution. Upon approval of an alteration to a platted utility easement, not associated with the vacation of a right-of-way, not requiring transfer of title, or changing of boundary lines, a resolution may be adopted by the planning commission and recorded by the planning department within the time frame set out in the resolution to finalize the approval. The petitioner is responsible for the recording fees. The resolution will require an exhibit drawing showing, and dimensioning, the utility easement alteration area. The exhibit drawing shall be prepared, signed and sealed, by a licensed land surveyor.

Mr. Huff noted that the "edit" language in the second bullet point under Section 37 was not included in the ordinance before them tonight and would request that the commission amend their motion to include this language.

END OF STAFF REPORT

Vice Chair Ruffner opened the meeting for public comment.

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

Vice Chair Ruffner noted that there was a motion on the floor from the 9/28/20 meeting but he would entertain an amendment motion to add the additional language recommended by Mr. Huff.

MOTION: Commissioner Morgan motioned, seconded by Commissioner Ecklund to recommend to the Assembly the approval of Ordinance 2020-45 (from 9/28/20).

AMENDMENT MOTION: Commissioner Bentz motioned, seconded by Commissioner Venuti to recommend the following language be added to the ordinance: The resolution will require an exhibit drawing showing, and dimensioning, the utility easement alteration area. The exhibit drawing shall be prepared, signed and sealed, by a licensed land surveyor.

AMENDMENT 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, Fikes, Gillham, Martin, Morgan, Ruffner, Venuti				
No	None				
Absent	Ecklund, Martin				

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, Fikes, Gillham, Martin, Morgan, Ruffner, Venuti				
No	None				
Absent	Ecklund, Martin				

Kenai Peninsula Borough Legal Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *JCB*

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

DATE: October 1, 2020

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

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

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

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

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

Your consideration of this ordinance is appreciated.

Kenai Peninsula Borough

Legal Department

MEMORANDUM

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

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

CC: Charlie Pierce, Mayor

DATE: October 1, 2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 40 amends KPB 20.90.010 definitions.

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

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

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

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

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

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

Section 47 sets the effective date of this ordinance.

Introduced by: Mayor
Date: 11/10/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-076**

A RESOLUTION AMENDING THE SPENDING PLAN APPROVED FOR CARES ACT CORONAVIRUS RELIEF FUNDS RECEIVED FROM THE STATE OF ALASKA, TO SUPPLEMENT FIRE AND EMERGENCY SERVICE AREA PERSONNEL COSTS, HOSPITAL COSTS FOR AIR PURIFICATION PROJECT, AND THE TECHNOLOGY COMMUNICATIONS TOWER SITE DEVELOPMENT 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, 2020-069, 2020-070 and 2020-071 approved numerous amendments to the spending plan to meet project developments; and
- WHEREAS**, this sixth amendment to the spending plan will transfer \$845,000 from CAR21, project title FY21 KPB Response-PPE-Personnel & Recoup Lost Revenue to CAR05 project title Fire & EMS Service Area Personnel Costs to provide for October and November 2020 funding for emergency medical services personnel substantially dedicated to the COVID-19 healthcare emergency due to the ongoing impacts to the fire service areas; and
- WHEREAS**, this amendment to the spending plan will transfer \$77,734.19 from CAR13 project title Retrofits KPB Facilities to CAR03 project title Reimburse Hospital Costs to supplement the costs to install air purification systems in the Central and South Peninsula Hospitals; and
- WHEREAS**, this amendment to the spending plan will transfer \$600,000 from CAR21 to CAR09 project title Technology Communications Tower Site Development to provide broadband capabilities to the north/northwestern area of the Kenai Peninsula that supports telework and online education using the Nikiski Fire Station #3 location for tower construction; 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 November 10, 2020, transferring \$845,000 from CAR 21 to CAR05, transferring \$77,734.19 from CAR13 to CAR03, and transferring \$600,000 from CAR21 to CAR09, a copy of which is attached hereto and incorporated herein by reference.

SECTION 2. That this resolution shall take effect retroactively on October 1, 2020.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 10TH DAY OF NOVEMBER, 2020.

Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Community & Fiscal Projects

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

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

DATE: October 29, 2020

RE: Resolution 2020-076, Amending the Spending Plan Approved for CARES Act Coronavirus Relief Funds Received from the State of Alaska, to Fund Supplement Fire and Emergency Service Area Personnel Costs, Hospital Costs for Air Purification Project, and the Technology Communications Tower Site Development Project (Mayor)

This resolution, upon approval, is the sixth amended plan to the borough's Coronavirus Relief Fund Spending Plan (CRF). The amended plan addresses three budget revisions.

Fire & EMS Service Area Personnel Costs (CAR05): Provide the October and November 2020 funding for the EMS personnel that are substantially dedicated to the COVID-19 healthcare emergency, moving \$845,000 from CAR21 to CAR05. These service areas have a specific response plan for COVID-19 that also create the justification for reimbursing these costs under the CRF.

Hospital Costs (CAR03): The air purification system purchase and installations project is funded under project codes CAR03 and CAR13. This amendment moves funds from CAR13 to CAR03 in the amount of \$77,734.19 for the air purification systems that will be installed in the Central and South Peninsula Hospitals, which is the appropriate project code for the hospital costs.

Technology Communications Tower Site Development Project (CAR09): In an effort to improve internet access to rural Borough residents, the Borough received proposals from ACS and SpitWSpots, and awarded projects to both entities. ACS's project focused solely on internal network upgrades, while SpitWSpots' project consists of a significant construction effort, erecting new communications towers at four locations. The SpitWSpots' awarded proposal was limited in scope to

match the funding available through the CRF, selecting five sites that SpitWSpots deemed optimal to both expansion residential internet access and their overall network design.

As of October 29th, several KPB CARES projects have closed under budget. KPB approached SpitWSpots to discuss expansion of their proposal, identifying Nikiski Fire Station #3 as a potential additional tower location. A communications tower at Nikiski Fire Station #3 could bring significant community benefit, as this is an area that is underserved in many aspects of communication (internet, State ALMR Radio, cell service). The location is also unique in that KPB is currently constructing Station #3, which may allow some flexibility in the site prep and tower design.

Because SpitWSpots has tower construction contractors mobilized with their other four tower sites, time is of the essence if the project is to be successful within the CARES grant constraints.

Your consideration of this resolution is appreciated.

Attachment: Coronavirus Relief Fund Spending Plan Proposed for Amendment (10/29/20).

Segments	Account Number	Original Budget (7/11/20)	Amendments (8/11/20)	Revised Budget (08/11/20)	Proposed amendments increase (9/1/20)	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)	Amendments proposed Reso (11/10/20)	Proposed revised budget after Reso (11/10/20)
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	-	7,065,977.47
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
(2)	CAR03 REIMB HOSPITAL COSTS	800,000.00	-	800,000.00	-	800,000.00	-	800,000.00	-	800,000.00	-	800,000.00	77,734.19	877,734.19
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	-	300,000.00
(1)	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	845,000.00	3,681,609.87
CAR06	KPB EMERGENCY 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	-	1,031,695.07
CAR07	ABSENTEE VOTE BY MAIL	600,000.00	-	600,000.00	-	600,000.00	-	600,000.00	-	600,000.00	-	600,000.00	-	600,000.00
CAR08	TECH-REMOTE MEETING INTEGRATION	80,000.00	-	80,000.00	-	80,000.00	-	80,000.00	20,000.00	100,000.00	-	100,000.00	-	100,000.00
(3)	CAR09 TECH-COMMUNICATIONS TOWER SITE DVLPMINT	2,000,000.00	-	2,000,000.00	-	2,000,000.00	-	2,000,000.00	-	2,000,000.00	-	2,000,000.00	600,000.00	2,600,000.00
CAR10	TECH-RETROFIT ASSEMBLY CHAMBERS	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	465,013.00	665,013.00	-	665,013.00	-	665,013.00
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	-	150,000.00
CAR12	HOSPITAL TESTING EQUIPMENT	650,000.00	-	650,000.00	-	650,000.00	-	650,000.00	(650,000.00)	-	-	-	-	-
(2)	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	(216,901.15)	3,014,793.91	(77,734.19)	2,937,059.72
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	-	67,000.00
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	-	116,000.00
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	-	400,000.00
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	10,000.00	1,012,000.00	-	1,012,000.00
CAR18	TECH-COMMUNICATIONS ENGINEERING ANALYSIS	100,000.00	-	100,000.00	-	100,000.00	-	100,000.00	-	100,000.00	(10,000.00)	90,000.00	-	90,000.00
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	-	2,570,515.00
CAR20	SOLID WASTE DEBRIS/SLASH DISPOSAL	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00	-	200,000.00
(1)(3)	CAR21 FY21 KPB RESPONSE-PPE-PERSHL & RECOUP LOST REVENUE	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	(1,445,000.00)	1,569,987.00
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	2,000,000.00	11,181,957.00	-	11,181,957.00
CAR23	HOUSING RELIEF PROGRAM	-	-	-	-	-	-	-	-	-	-	-	-	-
CAR24	POPPY LANE FACILITY SOCIAL DISTANCING RETROFIT	-	-	-	-	-	-	-	-	-	216,901.15	216,901.15	-	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	-	37,458,449.47

(1) Transferring \$845,000 from CAR21 to CAR05 to provide for October and November 2020 funding for EMS personnel substantially dedicated to the COVID-19 healthcare emergency due to the ongoing impacts to the fire service areas.
(2) Transferring \$77,734.19 from CAR13 to CAR03, to increase to provide for costs and install of air purification systems in Central Peninsula Hospital and South Peninsula Hospital.
(3) Transferring \$600,000 from CAR21 to CAR09 to provide for broadband capabilities to the north/northwestern area of the Kenai Peninsula Borough, using the Nikiski Fire Station #3 location for tower construction.

Introduced by: Mayor
Date: 11/10/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-077**

**A RESOLUTION APPROVING AN AUTOMATIC AID AGREEMENT AND
OPERATIONAL PLAN BETWEEN THE KENAI PENINSULA BOROUGH ON
BEHALF OF CENTRAL EMERGENCY SERVICE AREA, NIKISKI FIRE SERVICE
AREA AND THE CITY OF KENAI ON BEHALF OF THE KENAI FIRE
DEPARTMENT**

WHEREAS, automatic aid agreements are a form of mutual aid agreements and their operational plans provide for automatic requests for additional resources to residents of the peninsula in the form of fire response personnel and apparatus when required; and

WHEREAS, automatic aid agreements and operational plans are common in the fire and emergency service professions; and

WHEREAS, Alaska Statute 18.70.150 provides that: “[a] city, other incorporated entity, and other fire protection groups may organize a mutual-aid program by adopting an ordinance or resolution authorizing and permitting their fire department, fire company, emergency relief squad, fire police squad, or fire patrol to go to the aid of another city, incorporated entity, or fire protection group, or territory outside of it...”; and

WHEREAS, this automatic aid agreement and operational plan between the Kenai Peninsula Borough, on behalf of the Central Emergency Service Area (“CES”), the Nikiski Fire Service Area (“NFSA”) and the City of Kenai, on behalf of the Kenai Fire Department (“KFD”) sets forth response areas and terms of automatic aid; and

WHEREAS, all associated costs are borne by each responding agency, and in this manner, costs for manpower, materials, supplies and equipment are exchanged between the agencies, ultimately resulting in service area funds being expended for the benefit of the service area; and

WHEREAS, for years, the operational plans have been considered as matters within the expertise of the agencies providing automatic aid and, therefore, future amendments to the operational plans have been left to the discretion of the agencies; and

WHEREAS, significant cost savings for fire insurance can be afforded local taxpayers through rating determinations by the Insurance Services Office when automatic aid agreements are in effect; and

WHEREAS, this automatic aid agreement is for the provision of fire response services;

WHEREAS, at its meeting held on the September 17, 2020, the CES Board recommended unanimous approval of this resolution; and

WHEREAS, at its meeting held on October 12, 2020, the NFSA Board recommended approval of this resolution; and

WHEREAS, at its meeting held on November 4, 2020, the Kenai City Council recommended _____;

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

SECTION 1. That an automatic aid agreement between CES, NFSA and KFD serves the best interests of the borough and its residents and is hereby approved. The mayor is authorized to execute an automatic aid agreement substantially in the form of the attached agreement.

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

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

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 10TH OF NOVEMBER, 2020.

Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Central Emergency Services

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: Roy Browning, Chief of Emergency Services *RB*

DATE: October 29, 2020

RE: Resolution 2020-011, Approving an Automatic Aid Agreement and Operational Plan Between the Kenai Peninsula Borough on Behalf of Central Emergency Service Area, Nikiski Fire Service Area and the City of Kenai on Behalf of the Kenai Fire Department (Mayor)

This resolution would approve the attached automatic aid agreement and initial operational plan between Central Emergency Services, Nikiski Fire Service Area and the Kenai Fire Department for fire and emergency response services.

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

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

Your consideration is appreciated.

**AGREEMENT FOR EXCHANGE OF AUTOMATIC AID
BETWEEN
CITY OF KENAI, KENAI FIRE DEPARTMENT
KENAI PENINSULA BOROUGH, CENTRAL EMERGENCY SERVICES,
AND NIKISKI FIRE SERVICE AREA**

A. Parties.

The parties to this Agreement for Automatic Aid are:

The City of Kenai, Kenai Fire Department (hereinafter “Kenai”)

The Kenai Peninsula Borough, Central Emergency Services (hereinafter “CES”)

The Kenai Peninsula Borough, Nikiski Fire Service Area (hereinafter “Nikiski”)

B. Purpose.

The agencies involved in this Agreement share the common goal of desiring to provide for the most efficient and timely emergency services possible. All of the agencies provide some form of fire protection and/or emergency medical services within their respective boundaries. To provide greater life and safety coverage, the agencies listed herein desire to work cooperatively to allow for more efficient and wider coverage within their service areas. To accomplish this, the agencies desire to provide the personnel and equipment necessary.

C. Cooperative Agreement.

The goal of this Agreement is to outline the procedures for carrying out an automatic aid response.

D. Responsibilities of the City of Kenai:

Kenai will provide a tanker/pumper and at least two (2) personnel, on a first alarm response to an incident scene.

Kenai’s reciprocal response area for CES is defined as East & West Poppy Lane to the intersection of Kalifornsky Beach Road and the Sterling Highway (Mile 0, Kalifornsky Beach Road), and from Strawberry Road to Spruce & Frontier Drive and all roads connected thereto.

Kenai’s reciprocal response for Nikiski will be its full service area.

E. The Kenai Peninsula Borough, Central Emergency Services:

CES will provide a tanker/pumper and at least two (2) personnel, on a first alarm response to Kenai. The response will be to the incident scene.

CES’s reciprocal response area for Kenai will be Districts 3 and 4 of Kenai’s service area.

CES has no reciprocal response area for Nikiski.

F. The Nikiski Fire Service Area:

Nikiski will provide a ladder/pumper and at least two (2) personnel on a first alarm fire response to Kenai. The response will be to the incident scene.

Nikiski's reciprocal response will be to Kenai's Districts 1 & 2 service areas.

Nikiski has no reciprocal response area for CES.

G. Call-Out Procedures

1. Upon report of a first alarm fire through a 9-1-1 call center within the automatic aid response area, Dispatch will request assistance from the appropriate reciprocating agency.
2. Upon request for assistance, the agency shall respond if they are available and capable of assisting to the incident as described.
3. Once committed to responding, the agency will send, without delay, the agreed upon resources.
4. The dispatch of equipment and personnel is subject to the following conditions:
 - i. The responding agency shall report to the Incident Commander (IC) and shall be subject to the direction of the IC or Officer in Charge (OIC).
 - ii. Automatic Aid resources will be released as soon as their services are no longer required. Resources may have to be released from an incident scene if an emergency occurs within their primary response area.
 - iii. The aid provided must be an authorized power of that agency.
 - iv. If the responding agency is directed to backfill/staff a station, the requesting agency will grant it access to the station for appropriate parking of apparatus.
 - v. Whenever the officials, employees, and volunteers from the responding agency are rendering aid, such persons shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation, incidental to their employment or position as if such aid were being rendered in their home jurisdiction.
 - vi. During the period of assistance, the responding jurisdiction shall continue to pay its employees according to its prevailing ordinance, rules, regulations and practices.

H. Operating Plan

1. It is in the best interests of the citizens of Kenai, Nikiski, and CES to be provided the most expeditious and professional response to suppress fires. The details as to amounts and type of assistance to be dispatched, response areas methods of requesting aid, and the names or ranks of persons authorized to send and receive such requests, lists of personnel and resources which will be utilized, shall be developed by the Fire Chiefs of Kenai, Nikiski and CES.
2. Such details shall be recorded in an Operational Plan signed by the Fire Chiefs of Kenai, CES and Nikiski attached hereto as Exhibit A.

I. Training

At a minimum, the agencies shall endeavor to hold joint training exercises annually between the individual parties of this agreement under the direction of the Chief or the Chief's Operations or Training Officers in each department. Classroom instruction should be available upon request by each department.

J. Term of Agreement

1. This Agreement shall commence upon the date of the last signature received from either the Kenai Peninsula Borough Mayor or the City of Kenai City Manager and shall continue until December 31, 2025. This Agreement may be renewed by the Parties via written request, approved by both parties, no later than November 1st of each year. This Agreement cannot extend beyond fifteen (15) years.
2. Notwithstanding the above, either Party to this Agreement may terminate the Agreement by giving no less than thirty (30) days written notice to the other Party and upon the running of thirty (30) days from such written notice, this Agreement shall be terminated.

K. Modification

The Agreement may only be amended, modified or changed by a writing executed by authorized representatives of the parties.

L. Responsibility for Costs and Liability.

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

M. Liability

1. There shall be no liability imposed on any Party or its personnel for failure to respond to an incident.
2. For purposes of this Agreement, each Party's employees shall be deemed to be the employees and agents of that Party only, and under no circumstances shall any employee be deemed to be an employee or agent of any other entity or the other Party.
3. All damages or repairs to any equipment or apparatus shall be the responsibility of the Party that owns such equipment or apparatus, provided however that compensation for damages to equipment or apparatus that occurs during a natural disaster, a state of emergency, as declared by a local, state or federal governing authority, or any other incident for which state or federal aid is provided to the Party requesting aid, shall be distributed to the Party providing aid in proportion to the level of actual involvement while providing automatic aid.
4. Nothing contained in this Agreement shall be construed to be a waiver of either Party's qualified immunity, official immunity, or any other immunity or exemption from liability provided for by law.

N. Release of Claims

Except as provided in Section M(3) above, and to the extent allowed by law, each of the Parties agree to hold harmless and release the other Party from any and all liabilities, suits, claims, judgments, cost or demands for damage to its own property whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by either Party during the provision of service pursuant to this Agreement.

O. Injuries to Personnel

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

P. No Benefit to Third Parties

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

Q. Conflict with Laws

Nothing in this agreement is intended to conflict with Federal, State or local laws or regulations. If there are conflicts, this agreement will be amended at the first opportunity to bring it into conformance with applicable laws or regulations.

R. Counterparts

This Agreement may be executed in counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

APPROVED:

CITY OF KENAI
Kenai Fire Department

KENAI PENINSULA BOROUGH
Central Emergency Services
Nikiski Fire Service Area

Paul Ostrander, City Manager
Date: _____

Charlie Pierce, Mayor
Date: _____

Tony Prior, City of Kenai Fire Chief
Date: _____

Roy Browning, CES Fire Chief
Date: _____

Bryan Crisp, Nikiski Fire Chief
Date: _____

ATTEST:

ATTEST:

Jamie Heinz, City Clerk

Johni Blankenship, MMC, Borough Clerk

Approved as to form and legal sufficiency

Approved as to form and legal sufficiency

Scott Bloom, Attorney for City of Kenai

Patty Burley, Deputy Borough Attorney

**OPERATIONAL PLAN TO
AUTOMATIC AID AGREEMENT BETWEEN
THE CITY OF KENAI FIRE DEPARTMENT AND THE
KENAI PENINSULA BOROUGH, CENTRAL EMERGENCY SERVICE AREA AND
NIKISKI FIRE SERVICE AREA**

This Operational Plan between the City of Kenai on behalf of the Kenai Fire Department and the Kenai Peninsula Borough on behalf of the Central Emergency Service Area and Nikiski Fire Service Area supplements the automatic aid agreement between the parties and provides guidance for response to first alarm fire incidences.

The purpose of this operational plan is to outline the procedures for carrying out an automatic aid response between the City of Kenai Fire Department (“KFD”), Central Emergency Service Area (“CES”) and, Nikiski Fire Service Area (NFSA). This plan is a guide for day-to-day operations and may be revised, amended or altered annually by mutual written consent of the City of Kenai and the Kenai Peninsula Borough.

I. AMOUNT AND TYPE OF ASSISTANCE

Upon dispatch, each responder will respond to the requesting agency’s fire incident unless requested otherwise.

City of Kenai and CES:

KFD will provide a tanker/pumper and two personnel, on a first alarm response to the incident scene.

KFD’s reciprocal response area is defined as: East and West Poppy Lane to the intersection of Kalifornsky Beach Road and the Sterling Highway (Mile 0 Kalifornsky Beach Rd), and from Strawberry Road to Spruce and Frontier Drive and all roads connected thereto.

CES will provide a tanker/pumper and two personnel, on a first alarm response to the incident scene.

CES’s reciprocal response area will be District’s 3 and 4 of KFD’s service area.

City of Kenai and Nikiski:

KFD will provide a tanker/pumper and a minimum of two personnel on a first alarm fire response. The response will be to the scene.

KFD’s reciprocal response will be to all of NFSA service area.

NFSA will provide a ladder/pumper and a minimum of two personnel on a first alarm fire response. The response will be to the scene.

NFSA’s reciprocal response will be to District’s 1 and 2 of KFD’s response area.

II. TRAINING

Joint training exercises shall be carried out annually under the direction of the Fire Chief's Operation/Training Officers in each department. Class instruction should be available upon request by each department.

III. COMMUNICATIONS

- A. RADIO – Pre-programming shall be entered into Station Alerting for Automatic Aid per department and district. The requesting agency dispatch will call the responding agency dispatch center to confirm they are aware Automatic Aid is needed. After initial automatic tone-out, the dispatcher for each agency shall announce on the radio that an Automatic Aid is needed at the address of the structure fire, in District 1, 2, 3, or 4. For the purposes of this plan, District 1 is the Area off of the Kenai Spur Highway (KSH) from the intersection of KSH and Sunset/Borgen Ave. to the intersection of KSH and Spruce St. and all roads connected thereto. District 2 is the Area from the intersection of KSH and Spruce St. to the intersection of KSH and McCollum/Tinker including Bridge Access Rd. to the intersection of Beaver Loop Rd. and all roads connected thereto. District 3 is the Area from mile 3.4 KSH to the intersection of KSH and McCollum/Tinker including Beaver Loop Rd. (BLR) to the midpoint on East side of BLR and all roads connected thereto. District 4's Area includes all of VIP subdivision and Bridge Access Rd. (BAR) from the intersection of Kalifornsky Beach Rd. and BAR to the intersection of BAR and BLR and BLR to the midpoint on the West side of BLR and all roads connected thereto.
- B. The responding agency, after notifying their dispatch center that they are en route, will switch to the requesting agency's dispatch channel, and advise they are en route.
- C. In all cases, the incoming party will communicate with Command unless advised otherwise. Radio traffic will be kept to a minimum. Clear text will be used when possible.

IV. FIRE INCIDENT REPORTING

Each agency shall be responsible for reporting the incident in accordance with their department's policy and procedures.

V. REVISIONS

The Annual Operations Plan shall be cooperatively developed, reviewed annually, and become part of the Automatic Aid Agreement upon consent of the agencies and execution by the City Manager and Borough Mayor.

CENTRAL EMERGENCY SERVICE AREA

KENAI FIRE DEPARTMENT

Roy Browning, Chief
Date: _____

Tony Prior, Chief
Date: _____

NIKISKI FIRE SERVICE AREA

Bryan Crisp, Chief
Date: _____

KENAI PENINSULA BOROUGH

Charlie Pierce, Mayor
Date: _____

CENTRAL EMERGENCY SERVICE AREA

Ryann S. Kapp, Chair
Date: _____

APPROVED AS TO FORM

Patty Burley, KPB Deputy Borough Attorney
Date: _____

CITY OF KENAI

Paul Ostrander, City Manager
Date: _____

NIKISKI FIRE SERVICE AREA

Mark Cialek, Chair
Date: _____

APPROVED AS TO FORM

Scott Bloom, Kenai City Attorney
Date: _____

Introduced by: Mayor, Bjorkman, Elam
Date: 11/10/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-078**

**A RESOLUTION OPPOSING ANY GOVERNMENTAL MANDATE REQUIRING
MEMBERS OF THE PUBLIC TO BE INOCULATED WITH A COVID-19 VACCINE**

WHEREAS, according to the Centers for Disease Control (CDC) “immunization with a safe and effective COVID-19 vaccine is a critical component of the United States’ strategy to reduce COVID-19-related illnesses, hospitalizations, and deaths and to help restore societal functioning”; and

WHEREAS, the CDC issued a COVID-19 Vaccination Program Interim Playbook for Jurisdiction Operations on September 16, 2020 which provides detailed information for state, territorial and local public health programs and their partners on how to plan and operate a vaccination response to COVID-19 within their jurisdiction; and

WHEREAS, the stated goal is to have enough COVID-19 vaccine for all people in the United States who wish to be vaccinated; and

WHEREAS, significant progress is underway towards developing such vaccines; and

WHEREAS, the United States continues to face a great deal of social turmoil, severe economic hardships, and associated emotional and physical problems due in large part to COVID-19; and

WHEREAS, the CDC web page discussing historical vaccine safety concerns states “[t]here is solid medical and scientific evidence that the benefits of vaccines far outweigh the risks, there have been concerns about the safety of vaccines for as long as they have been available in the U.S.”; and

WHEREAS, significant efforts are underway to develop safe vaccinations against COVID-19 to promote public health and safety, but many people are concerned that a new vaccine could potentially have serious harmful effects on themselves; and

WHEREAS, according to a recent Gallup Poll the percentage of Americans willing to be vaccinated against the coronavirus dropped 11 percentage points to 50 percent in late September, 2020; and

WHEREAS, requiring everyone to be vaccinated against COVID-19 once the vaccine is publicly available is likely to face significant resistance during an already highly volatile time in history; and

WHEREAS, the best interests of the state would be served by encouraging people to get the COVID-19 vaccination when it becomes available, but not requiring them to take it;

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

SECTION 1. The assembly opposes the imposition of any governmental mandate requiring any person take a vaccine for COVID-19 once a vaccine is developed.

SECTION 2. That copies of this resolution shall be provided to Governor Michael Dunleavy and Chief Medical Officer Dr. Anne Zink, MD, FACEP.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 10TH DAY NOVEMBER, 2020.

Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Office of the Borough Mayor

MEMORANDUM

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

FROM: Charlie Pierce, Mayor *CP*
Jesse Bjorkman, Assembly Member *JB*
Bill Elam, Assembly Member *BE*

DATE: October 29, 2020

RE: Resolution 2020-078, Opposing any Governmental Mandate
Requiring Members of the Public to Be Inoculated with a Covid-19
Vaccine (Mayor, Bjorkman, Elam)

Efforts to develop vaccinations for COVID-19 have been underway for months and are expected to be available to the public in the near future. While a vaccination is a very important step towards stopping the spread of this virus, concerns have been raised that the government might require most people to be vaccinated. This resolution opposes any such mandate by the government.

In my opinion a governmental mandate that most people be vaccinated would result in a strong resistance, creating more divisiveness in our communities and potentially exacerbating the problems caused by COVID-19. Instead, as more and more people are successfully vaccinated and COVID-19 cases diminish, people who were initially opposed to taking the vaccines are much more likely to get vaccinated.

Your support of this resolution would be appreciated.

Introduced by: Mayor
Date: 11/10/20
Hearing: 12/01/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-19-12**

**AN ORDINANCE TRANSFERRING REMAINING PLANT REPLACEMENT
EXPANSION FUNDS FROM THE SOUTH PENINSULA HOSPITAL SERVICE AREA
SPECIAL REVENUE FUND TO THE SOUTH PENINSULA HOSPITAL CAPITAL
PROJECT FUND**

WHEREAS, prior to fiscal year 2004, the Plant Replacement and Expansion Funds (“PREF”) for each hospital were maintained in each of the previous Enterprise Funds respectively; and

WHEREAS, in fiscal year 2004, PREF deposits were posted directly to the capital project funds in order to make the appropriation process simpler and more efficient; and

WHEREAS, this ordinance moves the remaining PREF funds from the South Peninsula Hospital Special Revenue Fund to the South Peninsula Hospital Capital Project Fund to be adjoined with the existing PREF funds and to have all PREF funds accounted for in one account;

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

SECTION 1. That funds in the amount of \$324.45 are transferred from the South Peninsula Hospital Special Revenue Fund Plant Replacement and Expansion Fund account 601.20601 and appropriated to the South Peninsula Hospital Capital Project Fund Plant Replacement and Expansion Fund account 491.20601.

SECTION 4. This ordinance takes effect immediately upon enactment.

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

Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: October 29, 2020

SUBJECT: Ordinance 2020-19-12, Transferring Remaining Plant Replacement Expansion Funds from the South Peninsula Hospital Service Area Special Revenue Fund to the South Peninsula Hospital Capital Project Fund (Mayor)

Prior to fiscal year 2004, Plant Replacement and Expansion Funds ("PREF") for each hospital were maintained in each of the previous Enterprise Funds respectively. In fiscal year 2004, PREF deposits were posted directly to the capital project funds in order to make the appropriation process simpler and more efficient.

This ordinance moves the remaining PREF funds from the South Peninsula Hospital Special Revenue Fund to the South Peninsula Hospital Capital Project Fund to be adjoined with the existing PREF funds and to have all PREF funds accounted for in one account.

Your consideration of this ordinance is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No. <u>601.20601</u>	Amount: <u>\$324.45</u>
By: <u><i>PP</i></u>	Date: <u>10/28/2020</u>

Introduced by: Dunne
Date: 11/10/20
Hearing: 12/01/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-19-13**

**AN ORDINANCE APPROPRIATING FUNDS FROM THE SELDOVIA
RECREATIONAL SERVICE AREA FUND BALANCE FOR THE COST OF A SMALL
ONSITE STORAGE BUILDING**

WHEREAS, during the COVID-19 situation, the Sea Otter Community Center (“SOCC”) has been closed to the public allowing the facility coordinator the time to review the community needs of the center; and

WHEREAS, for many years, the SOCC coordinators and the Seldovia Recreational Service Area (“SRSA”) Board have discussed the need for extra storage at the center; and

WHEREAS, currently the SRSA has a fund balance of \$115,773, with the closure of the SOCC last spring, and the vacancy of the coordinator position for several months last fiscal year, approximately \$31,000 was lapsed to fund balance making funds available for this purchase; and

WHEREAS, this ordinance is requesting an appropriation of \$4,500 from the SRSA Fund Balance to complete the project; and

WHEREAS, at its meeting on _____, 2020, the Seldovia Recreational Service Area Board recommended _____;

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

SECTION 1. That the sum of \$4,500.00 is appropriated from the Seldovia Recreational Service Area Fund Balance to account 227-61210-48520 to provide for the cost of a small storage building.

SECTION 2. That this ordinance shall take effect immediately upon enactment.

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

Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Seldovia Recreational Service Area
Sea Otter Community Center

MEMORANDUM

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

THRU: Willy Dunne, Assembly Member *JB*
Marcus Mueller, Land Manager *[Signature]*
John Hedges, Purchasing & Contracting Director *JH*
Brandi Harbaugh, Finance Director *BH*

FROM: Mark Janes, Seldovia Recreational Service Area President
Lisa Stanish, Seldovia Recreational Service Area Facility Coordinator

DATE: October 29, 2020

SUBJECT: Ordinance 2020-19- 13, Appropriating Funds from the Seldovia Recreational Service Area Fund Balance for the Cost of a Small Onsite Storage Building (Dunne)

During the COVID-19 situation, the Sea Otter Community Center ("SOCC") has been closed to the public. The facility coordinator has been working in the center using this time as an opportunity to improve the infrastructure to better support the needs of our diverse community for the day we are finally post-COVID-19. Without the need to support daily programming, the facility coordinator has been researching and purchasing larger items which will help SOCC to become a better community center. These were not items that are outside of the budgeted funds from the Seldovia Recreational Service Area ("SRSA") until the shed project came back into discussion with the SRSA Board.

For many years, the SOCC coordinators and the SRSA Board have discussed the need for extra storage at the center. We are now looking to build an 8'x12', exterior shed on borough property adjacent to the SOCC. Several steps have been completed to be compliant with borough contracted projects, through discussions with the SRCA Board, Land Management and the Purchasing and Contracting Department.

Currently the SRSA has a fund balance of \$115,773. With the closure of the SOCC last spring, and the vacancy of the coordinator position for several months last fiscal year, approximately \$31,000 was lapsed to fund balance making funds available for this purchase.

Page -2-
October 29, 2020
RE: O2020-19-13

The SRSA Board is requesting the appropriation of \$4,500 from the SRSA Fund Balance to complete the project.

Your consideration of this Ordinance is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>227-27910</u>
Amount:	<u>\$4,500</u>
By: <u>PP</u>	Date: <u>10/28/2020</u>

Introduced by: Mayor
Date: 11/10/20
Hearing: 12/01/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-19-14**

**AN ORDINANCE RE-APPROPRIATING NORTH PENINSULA RECREATION
SERVICE AREA CAPITAL PROJECT FUNDS OF \$610,512.97 FROM PREVIOUSLY
APPROPRIATED PROJECTS TO THE NIKISKI POOL ROOF REPLACEMENT
FUND**

WHEREAS, during the FY2021 annual budget process, the North Peninsula Recreation Service Area (“NPRSA”) Board of Directors had to carefully consider and propose a budget based on the current and projected financial impacts from the COVID-19 pandemic and declining economy and the service area budgeted for roof repairs and design for future replacement, rather than an entire roof replacement of the Nikiski Pool; and

WHEREAS, this approach has allowed the service area time to procure accurate design and construction costs and plan for funding accordingly; and

WHEREAS, this is the top capital project priority for the service area and the total construction cost for the Nikiski Pool roof replacement is estimated to be \$653,134, and currently only \$148,187 remains in the existing roof repair project; and

WHEREAS, due to the severely degraded condition of the existing roof it is in the best interest of the NPRSA and Kenai Peninsula Borough to have the roof replacement completed as soon as possible; and

WHEREAS, this ordinance re-appropriates \$610,512.97 from previously appropriated projects in the NPRSA Capital Project Fund and expands the scope of the existing roof project from repair to replacement; and

WHEREAS, at its meeting on October 26, 2020, the North Peninsula Recreational Service Area Board recommended approval of this ordinance;

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

SECTION 1. That the sum of \$325,685.09 is deobligated from the North Peninsula Recreational Service Area Community Center Remodel capital project and re-appropriated to account 459.61110.21451.49999 for the purpose of replacing the Nikiski Pool roof.

SECTION 2. That the sum of \$75,000 is deobligated from the North Peninsula Recreational Service Area Fitness Equipment capital project and re-appropriated to account 459.61110.21451.49999 for the purpose of replacing the Nikiski Pool roof.

SECTION 3. That the sum of \$60,000 is deobligated from the North Peninsula Recreational Service Area Furnishings and Furniture capital project and re-appropriated to account 459.61110.21451.49999 for the purpose of replacing the Nikiski Pool roof.

SECTION 4. That the sum of \$149,827.88 is deobligated from the North Peninsula Recreational Service Area Community Center Boiler and HVAC project and re-appropriated to account 459.61110.21451.49999 for the purpose of replacing the Nikiski Pool roof.

SECTION 5. 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 6. That this ordinance shall take effect immediately upon enactment.

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

Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

North Peninsula Recreation Service Area

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: Brandi Harbaugh, Finance Director *BH*
John Hedges, Purchasing & Contracting Director *JH*
Rachel M. Parra, NPRSA Director *RP*

DATE: October 29, 2020

RE: Ordinance 2020-19-14, Re-Appropriating North Peninsula Recreation Service Area Capital Project Funds of \$610,512.97 from Previously Appropriated Projects to the Nikiski Pool Roof Replacement Fund (Mayor)

During the FY2021 annual budget process, the North Peninsula Recreation Service Area ("NPRSA") Board of Directors had to carefully consider and propose a budget based on the current and projected financial impacts from the Covid-19 pandemic and declining economy. As such, the NPRSA budgeted for roof repairs and design for future replacement, rather than an entire roof replacement of the Nikiski Pool. This approach has allowed the service area time to procure accurate design and construction costs and plan for funding accordingly.

The NPRSA Board of Directors realizes the high importance of this project, and maintaining existing infrastructure. This is the top capital project priority for the service area. The total construction cost for the Nikiski Pool roof replacement is estimated to be \$653,134, and currently only \$148,187 remains in the existing project. Due to the severely degraded condition of the existing roof it is in the best interest of the NPRSA and the borough to have the roof replacement completed as soon as possible.

This ordinance re-appropriates \$610,512.97 from previously appropriated projects in the NPRSA Capital Project Fund and expands the scope of the existing roof project from repair to replacement. The following projects have been reassessed and are either completed or anticipated to be completed leaving funds available for re-appropriation:

- Community Center Remodel \$325,685.09
- Fitness Equipment \$ 75,000.00
- Furniture & Furnishings \$ 60,000.00
- NCRC Boiler/HVAC \$149,827.88

Your consideration is appreciated.

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>459.61110.19451.49999</u>	Amount: <u>\$325,685.09</u>
Acct. No. <u>459.61110.20452.49999</u>	Amount: <u>\$ 75,000.00</u>
Acct. No. <u>459.61110.20453.49999</u>	Amount: <u>\$ 60,000.00</u>
Acct. No. <u>459.61110.20455.49999</u>	Amount: <u>\$149,827.88</u>
By: <u>PP</u>	Date: <u>10/28/2020</u>

Introduced by: Mayor
Date: 11/10/20
Hearing: 12/01/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020-46**

**AN ORDINANCE AMENDING KPB 5.12.150(D) “HOME PORT” DEFINITION AND
DEFINING “BOATYARD” FOR PERSONAL PROPERTY TAX PURPOSES**

WHEREAS, KPB 5.12.150(D) establishes a personal property flat tax on boats, vessels or watercraft that meet the criteria set in code and does not apply to vessels with a home port location outside of the borough “unless the owner resides in the borough”; and

WHEREAS, borough residents owning boats have expressed concerns with the “unless the owner resides in the borough” language found in the definition of home port as it provides for borough tax on fishing vessels that have situs in another taxing jurisdiction; and

WHEREAS, this amendment to the definition of home port is intended to address those concerns as it establishes a rebuttable presumption that the area a vessel is permitted to fish in is a commercial fishing vessel’s normal base of operation for KPB 5.12.150 personal property tax purposes; and

WHEREAS, the amendments will define “boatyard” as an out-of-water location for purposes of KPB 5.12.150; and

WHEREAS, defining the term “boatyard” for personal property tax purposes will eliminate confusion regarding whether or not a boat that is in the water may be deemed to be at a “boatyard licensed to collect sales tax” for purposes of KPB 5.12.150;

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

SECTION 1. That KPB 5.12.150(D) is hereby amend as follows:

5.12.150. Personal property tax—Assessments—Boats—Repair exemption—Appeal.

D. Definitions: For purposes of this section:

1. “Home port” means a vessel's normal base of operation, which is presumed to be the vessel’s permitted fishing area for commercial fishing vessels. [UNLESS THE OWNER RESIDES IN THE

BOROUGH OR HAS A BASE OF OPERATIONS IN THE BOROUGH, AT WHICH THIS VESSEL REGULARLY CALLS, IN WHICH CASE, THE HOME PORT SHALL BE DEEMED TO BE IN THE BOROUGH].

2. "Seasonal storage" means storage in a boatyard licensed to collect sales taxes, at any time between September and June of each year. Vessels remaining in the borough in the remaining months will not be eligible for the seasonal storage exemption.
3. "Repairs/servicing" means a vessel brought into a boatyard licensed to collect sales taxes for the purpose of repairs or servicing at any time between September and June of each year. Vessels remaining in the borough in the remaining months will not be eligible for the repair/servicing exemption.
4. "Boatyard" means an out-of-water location where boats or watercraft are built, repaired, and stored.

SECTION 2. That this ordinance shall become effective January 1, 2021.

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

Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

MEMORANDUM

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

THRU: Charlie Pierce, Mayor *CP*

FROM: Melanie Aeschliman, Director of Assessing *MA*

DATE: October 29, 2020

RE: Ordinance 2020- 46, Amending KPB 5.12.150(D) "Home Port"
Definition and Defining "Boatyard" for Personal Property Tax Purposes
(Mayor)

KPB 5.12.150(D) establishes a personal property flat tax on boats, vessels or watercraft that meet the criteria set out in borough code. It excludes vessels with a home port in a location outside of the borough and brought into the borough solely for repair, servicing or seasonal storage in a boatyard. Taxpayers have often expressed concern with the definition of "home port" which deems the home port to be located in the borough if "the owner resides in the borough" because it allows for borough taxation of fishing vessels that have situs in another taxing jurisdiction as well as the borough solely due to the fact that the owner is a resident of the borough.

The proposed amendment to the definition of "Home port" will establish a rebuttable presumption that the area where a commercial vessel is permitted to fish is the vessel's normal base of operation for KPB 5.12.150 personal property tax purposes. The new definition for a "boatyard" in this section of code establishes that a boatyard is an out-of-water location for purposes of KPB 5.12.150.

Your consideration of this ordinance is appreciated.

Introduced by: Mayor
Date: 11/10/20
Hearing: 12/01/20
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2020- 47**

**AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE TSALTESHI TRAILS
ASSOCIATION LEASE TO PROVIDE A TEN-YEAR EXTENSION OF THE TERM**

WHEREAS, Tsalteshi Trails Association (TTA) manages the Tsalteshi Trail System located adjacent to the Skyview Middle School pursuant to a lease authorized by KPB Assembly Ordinance 99-19, Ordinance 2005-33, Ordinance 2009-51, and Ordinance 2011-31; and

WHEREAS, the lease expires on December 31, 2020; and

WHEREAS, TTA desires to continue the lease for an additional ten-year period; and

WHEREAS, TTA is in good standing with the terms and conditions of the lease and its development plan; and

WHEREAS, TTA has demonstrated its ability to manage and improve the trail system for the benefit of the public; and

WHEREAS, TTA has the opportunity to apply for and receive additional grant funding that is beneficial to the continuation of the trail system provided that TTA has sufficient interest in the property to protect the grant investments which this lease would provide; and

WHEREAS, the KPB Planning Commission at its regularly scheduled meeting of November 30, 2020, recommended _____;

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

SECTION 1. That the mayor is authorized to amend the lease with the Tsalteshi Trails Association by extending the term for an additional ten years such that the lease would terminate on December 31, 2030.

SECTION 2. That the mayor is authorized to execute any documents necessary to effectuate this ordinance.

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

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

Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

Yes:


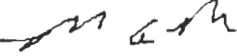
No:

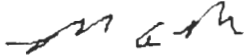
Absent:

Kenai Peninsula Borough
Planning Department – Land Management Division

MEMORANDUM

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

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

FROM: Marcus A Mueller, Land Management Officer 

DATE: October 29, 2020

RE: Ordinance 2020-47, Authorizing an Amendment to the Tsalteshi Trails Association Lease to Provide a Ten-Year Extension of the Term (Mayor)

The Tsalteshi Trail Association (TTA) Lease has an expiration date of December 31, 2020. The TTA would like to continue its lease and management of the public trail system.

TTA has demonstrated its ability to provide high quality management and desirable improvement to the trail system which provides numerous public benefits as well as important infrastructure for school district athletic programs. TTA has kept the current lease in good standing.

The attached ordinance would authorize the mayor to amend the TTA Lease to provide for a ten-year term extension.

Your consideration is appreciated.

LEASE AMENDMENT

RECITALS:

WHEREAS, Ordinance 99-19 authorized the lease of certain real property owned by the Kenai Peninsula Borough (KPB) to Tsalteshi Trails Association (TTA); and

WHEREAS, the KPB, Lessor, and the TTA, Lessee, entered a lease dated July 31, 2000; and

WHEREAS, the lease was previously amended pursuant to Ordinance 2005-33, Ordinance 2009-51, Ordinance 2011-31; and

WHEREAS, TTA is in good standing with the lease as amended; and

WHEREAS, Ordinance 2020-__ authorized an amendment to extend the term of lease an additional 10-years;

Now, therefore, the Lessor and Lessee agree to amend Section 1 of the Terms and Conditions in the lease as follows:

TERMS AND CONDITIONS:

1. Lease Term. This lease is for a term of ~~TWENTY (20)~~ **THIRTY (30)** years commencing February 1, 2000 and terminating December 31, ~~2020~~ **2030**.

All other terms and conditions remain in full force and effect.

Dated this _____ day of December 2020.

KENAI PENINSULA BOROUGH:

TSALTESHI TRAILS ASSOCIATION, INC.

Charlie Pierce, Mayor

Mark Beeson, President
Tsalteshi Trails Association, Inc.

Jordan Chilson, Secretary
Tsalteshi Trails Association, Inc.

ATTEST:

APPROVED AS TO FORM & SUFFICIENCY:

Johni Blankenship, MMC, Borough Clerk

Sean Kelley,
Deputy Borough Attorney

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

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

Notary Public in and for Alaska
My commission expires: _____

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of December, 2020, by Mark Beeson, President, Tsalteshi Trail Association, Inc.

Notary Public in and for Alaska
My commission expires: _____

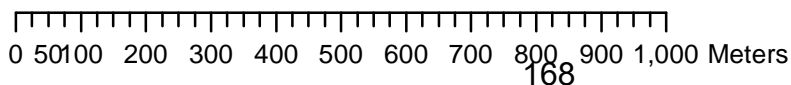
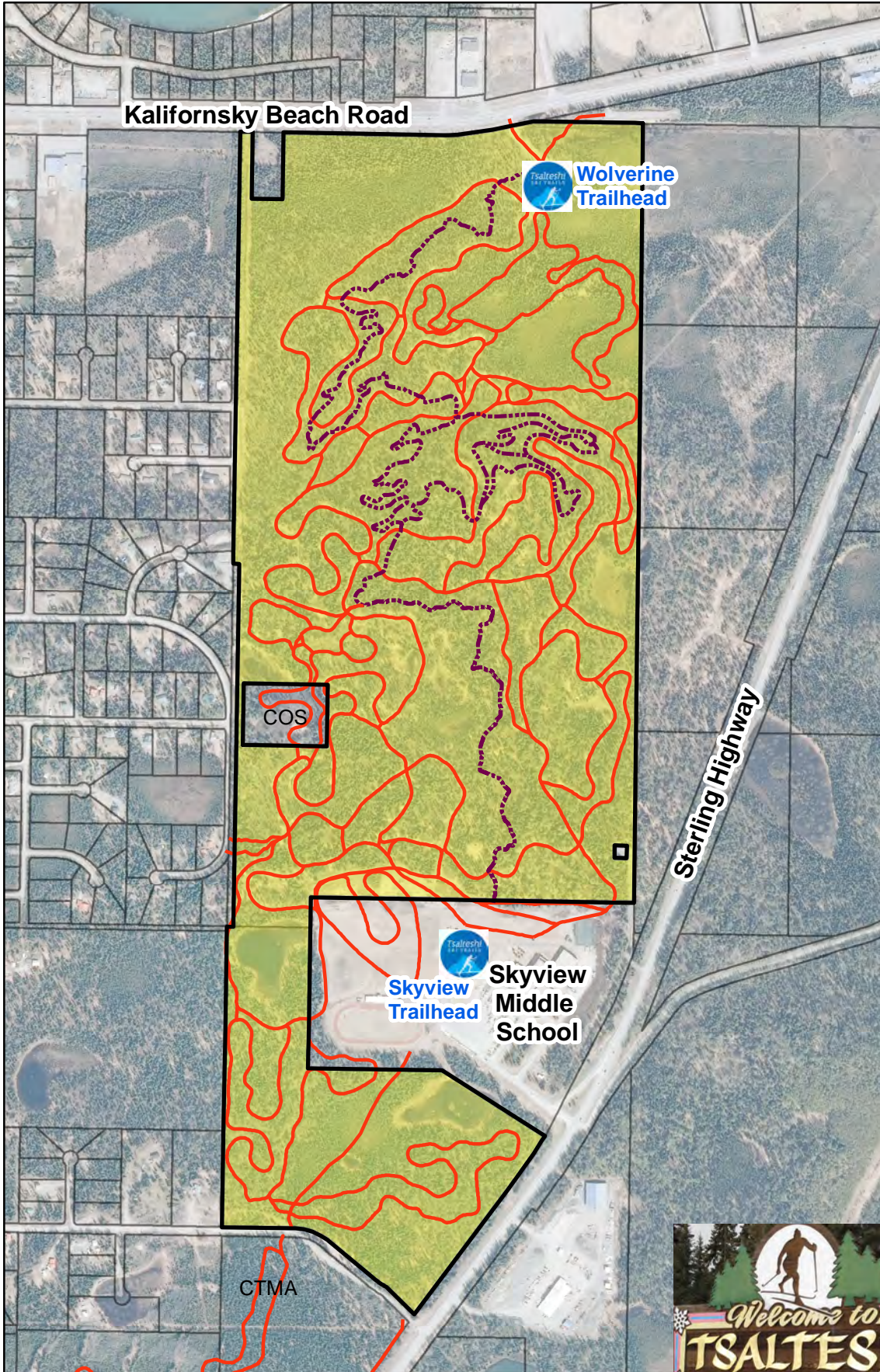
NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

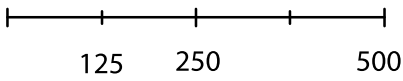
The foregoing instrument was acknowledged before me this ____ day of December, 2020, by Jordan Chilson, Secretary, Tsalteshi Trail Association, Inc.

Notary Public in and for Alaska
My commission expires: _____

Tsalteshi Trails Association Lease Boundary



Scale: Meters



Legend

Direction to Ski →

Lighted Trails ✨

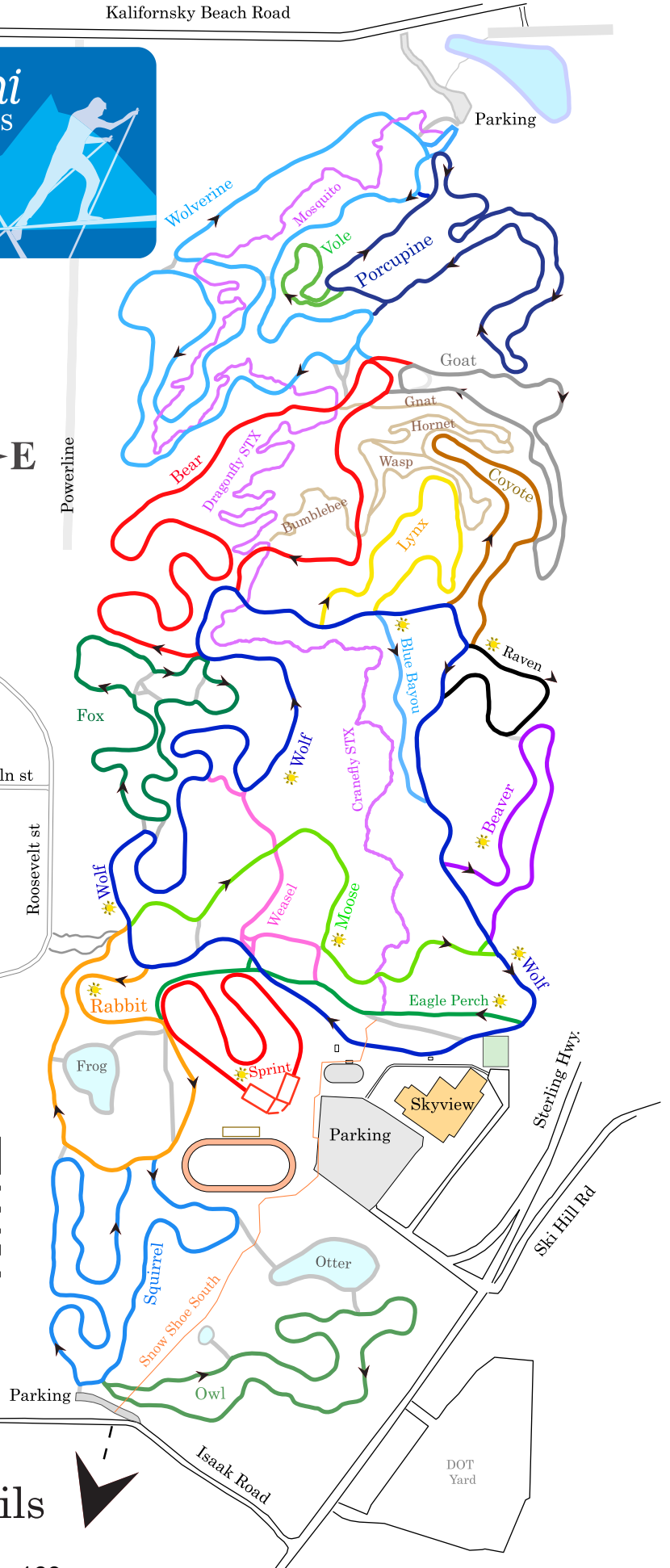
Bear	2,076 m
✨ Beaver	792 m
✨ Blue Bayou	330 m
Bumblebee	280 m
Coyote	842 m
Crane fly	1,228 m
Dragonfly	840 m
✨ Eagle Perch	439 m
Fox	1,030 m
Gnat	305 m
Goat	1,154 m
Hornet	520 m
Lynx	764 m
✨ Moose	933 m
Mosquito	1,690 m
Owl	1,503 m
Porcupine	1,704 m
✨ Rabbit	1,185 m
✨ Raven	440 m
Sprint Course	1,000 m
Squirrel	1,774 m
Vole	362 m
Wasp	770 m
Weasel	563 m
✨ Wolf	3,333 m
Wolverine	2,975 m
Bypass trails	



Lincoln st
Roosevelt st



Slikok Trails



Kalifornsky Beach Road

Parking



Tsalteshi

SKI TRAILS



Legend

Direction to Ski ➤
Lighted Trails ✨

- Wolf ✨ — 3,333 m
- Moose ✨ — 933 m
- Rabbit ✨ — 1,185 m
- Raven ✨ — 440 m
- Beaver ✨ — 792 m
- Eagle Perch ✨ — 439 m
- Blue Bayou ✨ — 330 m
- Bear — 2,076 m
- Wolverine — 2,975 m
- Goat — 1,154 m
- Lynx — 764 m
- Coyote — 842 m
- Weasel bypass — 563 m
- Fox — 1,050 m
- Sprint course — 1,000 m
- Squirrel — 1,772 m
- Owl — 1,503 m
- Frog, Otter and all bypass trails —

Lincoln st

Roosevelt st

Rabbit

Frog

Sprint

Skyview

Parking

Squirrel

Otter

Isaak Road

Parking

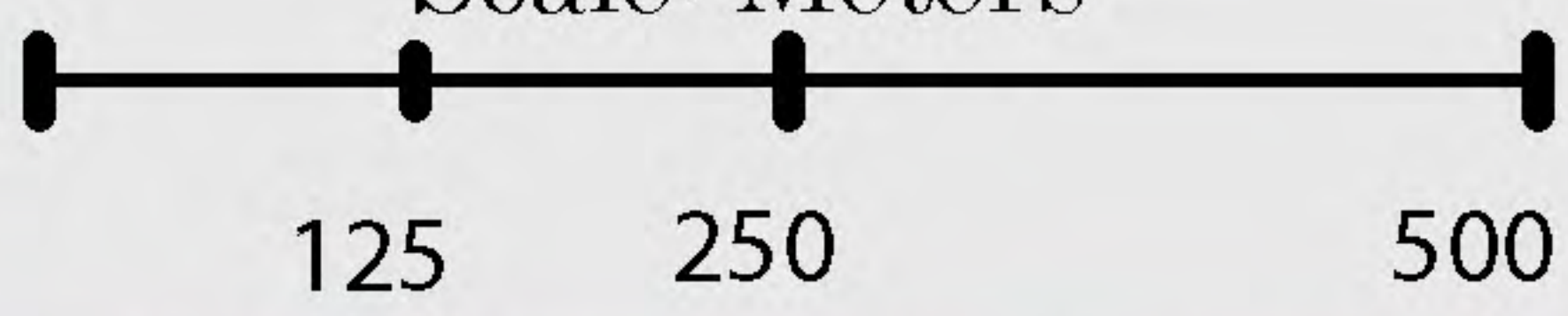
Owl

DOT
Yard

Ski Hill Rd



Scale: Meters



KENAI PENINSULA BOROUGH
REAL PROPERTY LEASE

For good and valuable consideration, and pursuant to Ordinance 99-19, enacted May 4, 1999, the KENAI PENINSULA BOROUGH, an Alaska municipal corporation whose address is 144 North Binkley Street, Soldotna, Alaska 99669, (hereinafter called "KPB"), grants to Tsalteshi Trail Association, whose address is P.O. Box 4076, Soldotna, AK 99669 (hereinafter called "LESSEE"), use of the following described parcel of real property situated in the Kenai Recording District, Third Judicial District, State of Alaska, and described as follows:

The trails commonly known as the Tsalteshi Trail System located adjacent to the Skyview High School and further described as located within:

Tract 1, Central Peninsula High School Subdivision Amended, and Government Lots 1 & 2 and the S $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ excluding City of Soldotna Reservoir 2 Tract A and Kenai Peninsula Food Bank Subdivision and the West 40 feet of the SE $\frac{1}{4}$ of Section 1, T4N, R11W, S.M., Alaska

Pursuant to Ordinance 99-19 the purpose of this lease is for the maintenance, development and management of the Tsalteshi Trail System for the benefit of the KPB School District use and events, specifically; and public/private use and events generally. First priority use of the trails shall be to Kenai Peninsula Borough School District sanctioned activities. The allowed uses and events shall include running, walking, bike riding, winter cross-country skiing, biathlons, and other uses approved by the KPB. Maintenance, development and management shall be in conformity with Tsalteshi Trail Association development plan, Attachment A. The development plan may be amended by mutual agreement as necessary. In addition, Tsalteshi Trail Association will schedule all events and:

1. Develop and distribute to requesting public/private event holders, special event permit applications; and
2. Establish and collect application/user fees for non-KPB/KPBSD sanctioned events. Any application/user fees should be reasonably calculated to cover direct expenses of each such event retained by Tsalteshi Trail Association; and
3. Issue special events use permits to qualifying user groups.
4. Tsalteshi Trail Association will assess trail conditions prior to use. Tsalteshi Trail Association may restrict use if it determines conditions are unsafe or would allow damage to trails.

RIGHTS RESERVED TO KPB

1. The KPB reserves the right to lease portions of the land subject to this lease to another entity for other KPB or KPBSD purposes.
2. The KPB reserves the right to delete portions of the land subject to this lease for other KPB or KPBSD purposes.
3. The KPB reserves the right to review and approve all trail use rules promulgated by Tsalteshi Trail Association.
4. No trails are to be developed by Tsalteshi Trail Association beyond what are specified in the development plan unless approved in writing by KPB.
5. The KPB reserves the right to review and approve all Tsalteshi Trail Association decisions that affect trail use and development.

TERMS AND CONDITIONS

1. Lease Term. This lease is for term of ten (10) years commencing February 1, 2000 and terminating December 31, 2010.
2. Lease Rental. Pursuant to KPB Ordinance 99-46 the lease rental is \$1.00 for the term of the lease.
3. Waste. LESSEE shall not commit waste or injury upon the lands leased herein.
4. Fire Protection. 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 land 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 demised premises are located.
5. Safety. LESSEE shall be solely responsible for maintaining the premises in a safe and fit condition. LESSEE is responsible for the safety of all persons conducting activities on the property under this lease. LESSEE agrees to provide the public with information regarding rules and regulations and other information pertaining to the property and the lease.
6. Sanitation. LESSEE shall comply with all laws, regulations or ordinances promulgated for the promotion of sanitation. The subject property shall be kept in a clean and sanitary condition and every effort shall be made to prevent pollution of the waters and lands. Sanitary facilities shall be in accordance with the State of Alaska, Department of Environment Conservation regulations.

7. Hazardous Materials and Hazardous Waste. Storage, handling and disposal of hazardous waste shall not be allowed on lands under lease from KPB per KPB Code, Section 17.10.240(H).

LESSEE shall comply with all applicable laws and regulations concerning hazardous chemicals and other hazardous materials, and shall properly store, transfer and use all hazardous chemicals and other hazardous materials and not create any environmental hazards on the lands leased herein. In no event may LESSEE utilize underground storage tanks for the storage or use of hazardous chemicals or other hazardous materials.

Should any hazardous chemicals or hazardous materials of any kind or nature whatsoever, or hazardous wastes be released upon the subject lands during the term of this lease, LESSEE shall IMMEDIATELY report such release to the KPB Planning Director or other appropriate KPB official and to any other agency as may be required by law, and LESSEE shall, at its own cost, assess, contain and clean up such spilled materials in the most expedient manner allowable by law.

As used herein, "hazardous chemical" means a chemical that is a physical hazard or a health hazard.

As used herein, "hazardous material" means a material or substance, as defined in 49 C.F.R. 171.8, and any other substance determined by the federal government, the state of Alaska or KPB, to pose a significant health and safety hazard.

As used herein, "hazardous waste" means a hazardous waste as identified by the Environmental Protection Agency under 40 C.F.R. 261, and any other hazardous waste as defined by the federal government, the state of Alaska or KPB.

The covenants and obligations described in this article shall survive the termination of this lease.

8. Compliance With Laws. The LESSEE agrees to comply with all applicable federal, state, borough and local laws and regulations.
9. Easements and Rights-of-Way. This Lease is subject to all easements, rights-of-way, covenants and restrictions of which LESSEE has actual or constructive notice. KPB reserves and retains the right to grant additional easements for utility and public access purposes across the property and nothing herein contained shall prevent KPB from specifically reserving or granting such additional easements and rights-of-way across the property as may be deemed reasonable and necessary. All trails or roads existing at the time this Lease is executed shall be considered an easement for public use.

As the parties agree that this is a reserved right which is reflected in the annual lease rental, in the event that KPB grants future additional easements or rights-of-way across the property, it is agreed and understood that LESSEE shall receive no damages for such grant.

As established by AS 38.05, KPB lands sold or leased may be subject to a minimum fifty-foot public access easement landward from the ordinary high water mark or mean high water mark.

10. Inspections. LESSEE shall allow KPB, through its duly authorized representative, to enter and inspect the leased premises at any reasonable time, with or without advance notice to LESSEE, to ensure compliance with the terms and conditions of this lease. KPB's right to enter and inspect shall be exercised at KPB's sole discretion and the reservation or exercise of this right, and any related action or inaction by KPB, shall not in any way impose any obligation whatsoever upon KPB, and shall not be construed as a waiver of any rights of KPB under this agreement.

11. Defense and Indemnification. The LESSEE shall indemnify, defend, save and hold the borough, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys fees. The LESSEE shall be responsible under this clause for any and all actions or claims of any character resulting from LESSEE or LESSEE's officers, agents, employees, partners, attorneys, suppliers, and subcontractors performance or failure to perform this agreement in any way whatsoever including but not limited to claims for
 - 1) personal injuries,
 - 2) death,
 - 3) economic loss,
 - 4) property damages,
 - 5) contract violations,
 - 6) violation of statutes, ordinances, constitutions , rules or regulations, or other laws,
 - 7) or any other kind of loss sustained by any person, or property arising from performance or failure to perform under this contract.

This defense and indemnification responsibility includes claims alleging acts or omissions by the borough or its agents which are said to have contributed to the losses, failure, violations, or damage. However, LESSEE shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the borough, its agents, or employees.

12. Liability Insurance. LESSEE shall purchase at its own expense and maintain in force at all times during the term of this lease the following insurance policies:

Commercial General Liability and Automobile Insurance. Policy to include bodily injury, personal injury, and property damage with respect to the property and the ACTIVITIES conducted by LESSEE in which the coverage shall not be less than \$1,000,000.00 per occurrence or such higher coverage as specified by KPB. The policy purchased shall name KPB as an additional insured with respect to the ACTIVITIES conducted on the property.

Proof of Insurance: LESSEE shall deliver to KPB certificates of insurance along with LESSEE'S signature on this lease. This insurance shall be primary and exclusive of any other insurance held by KPB. Failure to provide the certificate of insurance as required by this section, or a lapse in coverage, is a material breach of the lease terms entitling KPB to revoke the lease.

13. Special Event Insurance. Organizations conducting events will provide minimum of \$1,000,000.00 liability insurance for each event with the Kenai Peninsula Borough named as an additional insured on each such policy.
14. Property Taxes. LESSEE shall timely pay all real property taxes, assessments and other debts or obligations owed to KPB. Pursuant to KPB Code, Section 17.10.120(F) this agreement will terminate automatically should LESSEE become delinquent in the payment of any such obligations.
15. Assignments. LESSEE may assign this Lease only if approved in advance by KPB. 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 KPB are fully protected. The assignee shall be subject to and governed by the terms and conditions of this lease and applicable laws and regulations.
16. Cancellation. At any time that this Lease is in good standing it may be canceled in whole or in part upon mutual written agreement by the LESSEE and either the KPB Mayor or Planning Director when applicable.

This Lease is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts.

KPB may cancel the lease by means of a thirty (30) day written notice if the lease activities interfere with other on-site activities such as the Skyview High School activities or if the KPB must conduct work that requires the site to be vacated.

Lease lands shall be utilized for purposes within the scope of the application, the terms and conditions of the lease and in conformity with the lessee's development plan, applicable classification, and any land use of comprehensive plans. Utilization

or development for other than the allowed uses shall constitute a violation of the lease and will become subject to cancellation.

Failure on the part of the lessee to substantially complete his development plan of the land or to not be consistent with the proposed use and terms and conditions of the lease within two years of the anniversary date of said lease shall constitute grounds for cancellation.

17. Termination. Upon termination of this Lease, LESSEE covenants and agrees to return the property to KPB in a neat, clean and sanitary condition, and to immediately remove all items of personal property subject to the terms and conditions of paragraph 22 below. All terms and conditions set out herein are considered to be material and applicable to the use of the property under this Lease. Subject to the following, in the event of LESSEE's default in the performance or observance of any of the agreement terms, conditions, covenants and stipulations thereto, and such default continues thirty (30) calendar days after written notice of the default, KPB may cancel this lease, or take any legal action for damages or recovery of the property. No improvements may be removed during the time in which the contract is in default.

In the event LESSEE breaches any provisions prohibiting the release of hazardous chemicals, hazardous materials or hazardous waste upon the property, and fails to immediately terminate the operation causing such release upon notice from KPB, then KPB may immediately terminate this lease agreement without notice to LESSEE prior to the effective date of the termination.

18. Violation. Violation of any of the terms of this lease may expose LESSEE to appropriate legal action including forfeiture of lease interest, termination, or cancellation of its interest in accordance with state law.
19. Notice of Default. Notice of the default, where required, will be in writing and as provided in the Notice provision of this agreement.
20. Entry or Re-entry. In the event that the Lease is terminated, canceled or forfeited, or in the event that the demised lands, or any part thereof, should be abandoned by the LESSEE during the agreement term, KPB or its agents, servants or representative, may immediately or any time thereafter, enter or re-enter and resume possession of said lands or such part thereof, and remove all persons and property therefrom either without judicial action where appropriate, by summary proceedings or by a suitable action or proceeding at law or equity without being liable for any damages therefor. Entry or re-entry by KPB shall not be deemed an acceptance of surrender of the contract.

21. Removal or Reversion of Improvements Upon Termination of Lease.

- a. Improvements on the property owned by LESSEE shall, within thirty calendar days after the termination of the agreement, be removed by LESSEE; provided such removal will not cause injury or damage to the land; and further provided that the Mayor, or Planning Director when applicable, may extend the time for removing such improvements in cases where hardship is proven. The LESSEE may dispose of its improvements to a succeeding lessee with the consent of the KPB mayor.
- 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 under the terminated or canceled contract, be sold at public sale under the direction of the mayor and in accordance with the provisions of KPB Code, Chapter 5. The proceeds of the sale shall inure to the LESSEE who placed such improvements and/or chattels on the lands, or its successors in interest, after paying to KPB all monies due and owing plus all costs, fees and expenses incurred in storing the goods and making such a sale. In case there are no other bidders at any such sale, the KPB mayor is authorized to bid, in the name of KPB, 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 or leasing of such improvements and/or chattels. KPB 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 KPB mayor, are not removed within the time allowed, such improvements and/or chattels shall revert and absolute title shall vest in KPB. Upon request, the purchaser, lessee, or LESSEE shall convey said improvements and/or chattels by appropriate instrument to KPB.

22. Rental for Improvements or Chattels not Removed. Any improvements and/or chattels belonging to the LESSEE or placed on the land during its tenure with or without its permission and remaining upon the premises after the termination of the contract shall entitle KPB to charge a reasonable rent therefor.

23. Resale. In the event that this Lease agreement should be terminated, canceled, forfeited or abandoned, KPB may offer said lands for sale, lease or other appropriate disposal pursuant to the provisions of KPB Code, Chapter 17.10 or other applicable regulations.

24. Notice. Any notice or demand, which under the terms of this Lease 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.

All notices shall be sent to both parties as follows:

LESSOR
KENAI PENINSULA BOROUGH
Planning Director
144 N. Binkley
Soldotna, AK 99669-7599

LESSEE
Tsalteshi Trails Association
P.O. Box 4076
Soldotna, AK 99669

25. Responsibility of Location. It shall be the responsibility of the LESSEE to properly locate its self and its improvements on the leased lands.
26. Liens and Mortgages. LESSEE shall not cause or allow any liens of any kind or nature whatsoever to attach to the property during the term of this lease. In the event that any prohibited lien is placed against the property, LESSEE shall immediately cause the lien to be released. LESSEE shall immediately refund to KPБ any monies that KPБ may, at its sole discretion, pay in order to discharge any such lien, including all related costs and a reasonable sum for attorneys fees.

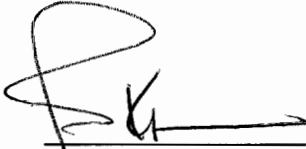
For the purpose of interim financing or refinancing of the improvements to be placed upon the leased premises, and for no other purpose, a lessee may, upon written approval of the borough, encumber by mortgage, deed of trust, assignment or other appropriate instrument, the lessee's interest in the leased premises and in and to the lease, provided said encumbrance pertains only to the leasehold interest.

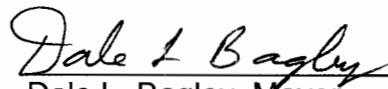
27. Non-Waiver Provision. The receipt of payment by KPБ, regardless of KPБ's knowledge of any breach by LESSEE, or of any default on the part of the LESSEE in observance or performance of any of the conditions or covenants of this agreement, shall not be deemed to be a waiver of any provision of the agreement. Failure of KPБ to enforce any covenant or provision herein contained shall not discharge or invalidate such covenant or provision or affect the right of KPБ to enforce the same in the event of any subsequent breach or default. The receipt by KPБ 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 the payment fully satisfies the breach.

28. Jurisdiction. Any suits filed in connection with the terms and conditions of this Lease, and of the rights and duties of the parties, shall be filed and prosecuted at Kenai, Alaska and shall be governed by Alaska law.
29. Savings Clause. Should any provision of this Lease fail or be declared null or void in any respect, or otherwise unenforceable, it shall not affect the validity of any other provision of this Lease or constitute any cause of action in favor of either party as against the other.
30. Binding Effect. It is agreed that all covenants, terms and conditions of this agreement shall be binding upon the successors, heirs and assigns of the original parties hereto.
31. Full and Final Agreement. This agreement constitutes the full and final agreement of the parties hereto and supersedes any prior or contemporaneous agreements. This agreement may not be modified orally, or in any manner other than by an agreement in writing and signed by both parties or their respective successors in interest. LESSEE avers and warrants that no representations not contained within this agreement have been made with the intention of inducing execution of this agreement.
32. Warranty of Authority. Lessee warrants that the person executing this agreement is authorized to do so on behalf of Tsalteshi Trails Association.

TSALTESHI TRAILS ASSOCIATION


KENAI PENINSULA BOROUGH


 Penny McClain, President
 Tsalteshi Trails Association
 Dated: 06/01/00


 Dale L. Bagley, Mayor
 Dated: 7/13/00

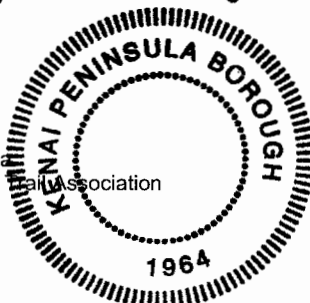
ATTEST:

APPROVED AS TO LEGAL FORM
 AND SUFFICIENCY:


 Linda Murphy
 Borough Clerk


 Holly B. Montague
 Assistant Borough Attorney

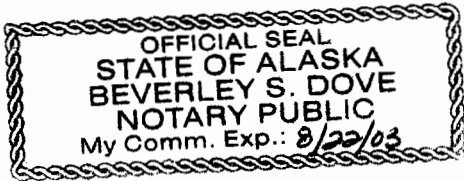
Kenai Peninsula Borough, Alaska
 Real Property Lease – Tsalteshi Trails Association



NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 13th day of July, 2000, by Dale L. Bagley, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, on behalf of the corporation.

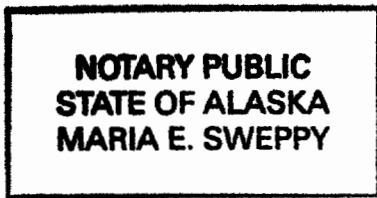


Beverley S. Dove
Notary Public in and for Alaska
My commission expires: Aug 22, 2003

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 20 day of June, 2000, by Penny McClain, chairperson, on behalf of Tsalteshi Trails Association.



Maria E. Sweppy
Notary Public in and for Alaska
My commission expires: 1-16-03

Return to: Kenai Peninsula Borough
Land Management Division
144 N. Binkley Street
Soldotna, AK 99669

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) between the Tsalteshi Trails Association and the Kenai Peninsula Borough (KPB), is made this 29th day of December, 2003.

This MOA is entered into with respect to that certain Real Property Lease dated July 13, 2000, hereinafter referred to as the "Lease". The undersigned Tsalteshi Trails Association and KPB representatives have the necessary authority to execute this MOA on behalf of their respective organizations.

Recitals

- A) The majority of the leasehold is classified as "government" by Resolution 95-41 for the specific purpose of the future locating of a school. The Lease strongly provides that school purposes supercede the rights of the Lessee. The intent behind the authority to locate and maintain trails on the property is that the trails would be an interim use of designated school land which might complement the uses by the schools.
- B) The Tsalteshi Trail System and the Tsalteshi Trails Association have tremendous public support. Trails on the Peninsula are inherently prized, and the Tsalteshi Trails are especially distinguished. It may be politically unpopular to remove or relocate trails for any development purpose, including a future middle school.
- C) The Borough supports the efforts of the Tsalteshi Trails Association.
- D) The Tsalteshi Trails Association realizes that the leasehold is designated for school purposes and that the lease provides for a school to be located on leasehold.
- E) The Tsalteshi Trails Association wishes to extend their trail system to the north.
- F) The Kenai Peninsula Borough wishes to ensure that sufficient land is available, unencumbered, for a school site as that need develops.
- G) The Kenai Peninsula Borough believes that a trapezoidal 25 acres, mostly contained in Govt. Lot 2, in the northwest corner of the property as depicted on the attached maps may provide a good location for a school. Furthermore a school at this location may enhance the access to the trails, increase the user base, and provide additional resources to the trail system.

Tsalteshi Trails Association and the Kenai Peninsula Borough agree:

- 1) That any trail improvements made in the area shown as a trapezoidal 25 acres, mostly contained in Govt. Lot 2, in the northwest corner of the property depicted on the attached maps as a proposed school site shall be temporary in nature and in fate.
- 2) To work in cooperation towards meeting the purpose of both the school designation and the Tsalteshi Trails System.
- 3) The Rights Reserved To The Kenai Peninsula Borough, the terms and the conditions of Lease are in no way altered and remain in full force and effect.
- 4) This document makes no guarantee that other areas of the leasehold will not be claimed for school purposes.
- 5) The parties of this agreement have had the opportunity to consult with counsel concerning the terms of this agreement and to negotiate with respect to each term. The rule of construction that an agreement is construed against the drafter shall not apply to this agreement.

TSALTESHI TRAILS ASSOCIATION

KENAI PENINSULA BOROUGH

By: Bill Holt
Bill Holt, Chair
(NAME) (TITLE)

By: Dale L Bagley
Dale Bagley, Mayor

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

By: Thomas D Segger
Thomas D Segger Treasurer
(NAME) (TITLE)

with G. Shamp
for Holly B. Montague,
Assistant Borough Attorney

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by Dale Bagley, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public in and for Alaska
My Commission Expires: _____

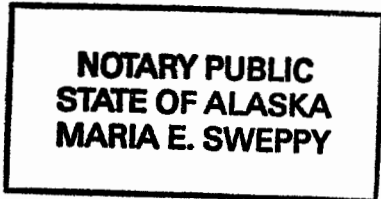
STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT ON THIS 20th day of October, 2003 before me personally appeared Bill Holt, Chair of the Tsalteshi Trails Association, who executed the foregoing Memorandum of Agreement in the above stated capacity.

Mary Tall
Notary Public in and for Alaska
My Commission Expires: 10/3/2006

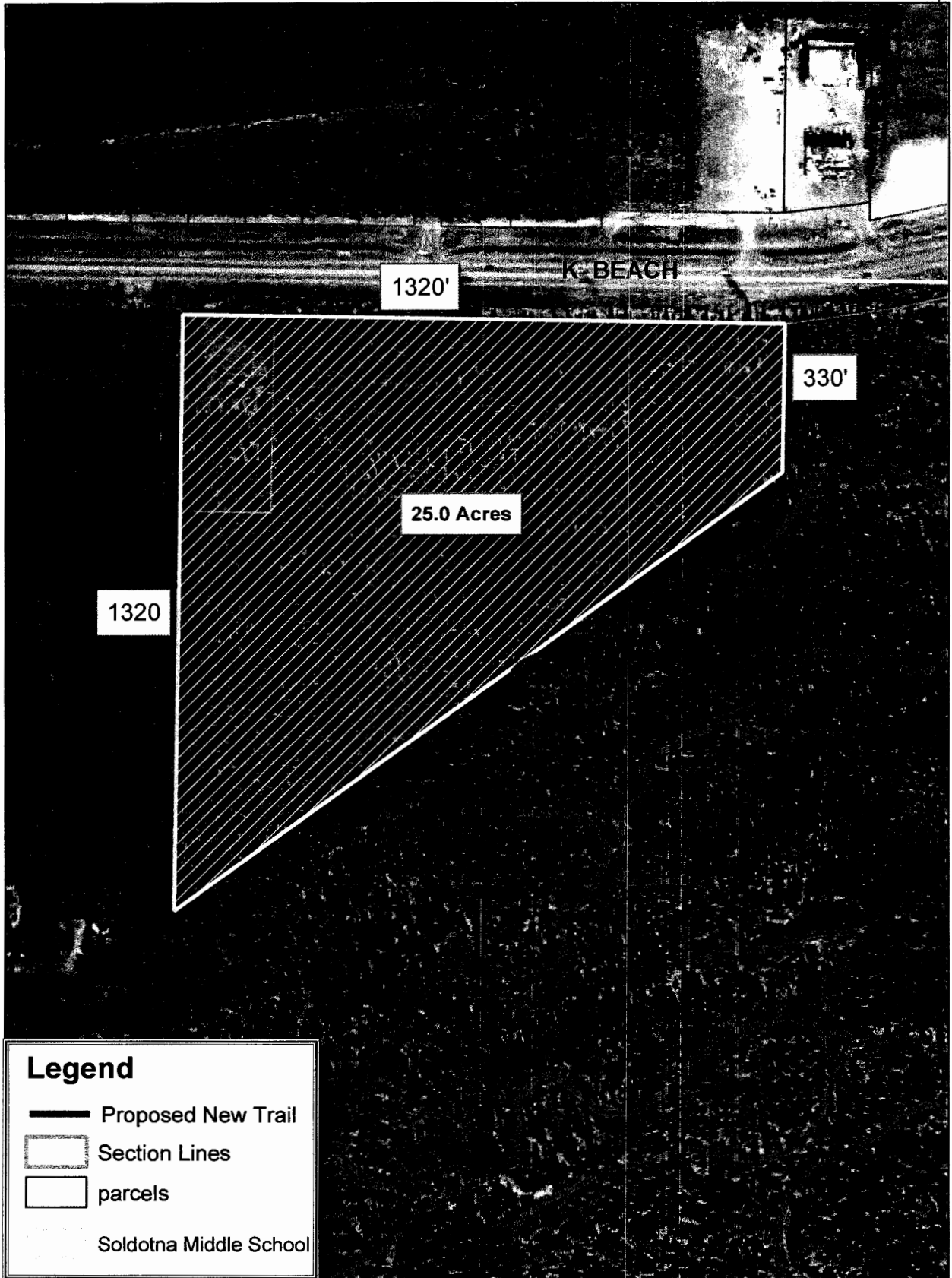
STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT ON THIS 4 day of December, 2003 before me personally appeared Thomas D. Seggerman, Treasurer of the Tsalteshi Trails Association, who executed the foregoing Memorandum of Agreement in the above stated capacity.



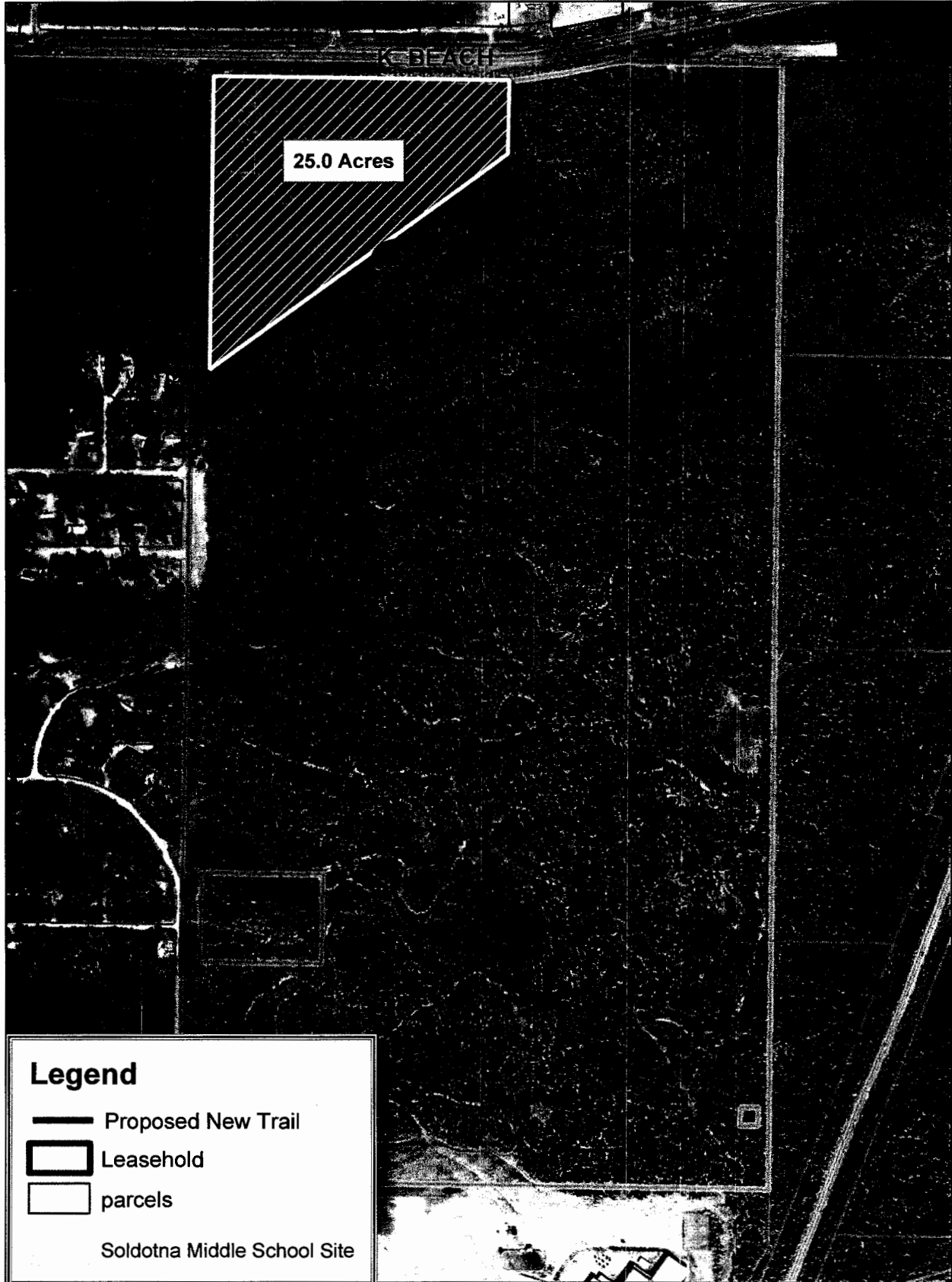
Allen Edgeman
Notary Public in and for Alaska
My Commission Expires: 1-16-07

Proposed Designated Middle School Site



October 1, 2003

Proposed Designated Middle School Site



Legend

— Proposed New Trail

▭ Leasehold

▭ parcels

Soldotna Middle School Site

0 330 660 1,320 1,980 2,640 Feet

October 1, 2003

LEASE AMENDMENT

WHEREAS, that certain 10-year lease issued on July 13, 2000 to the TSALTESHI TRAILS ASSOCIATION (LESSEE) whose address of record is P.O. Box 4076, Soldotna, AK 99669, by the Kenai Peninsula Borough, (LESSOR) an Alaska municipal corporation, whose address is 144 N. Binkley, Soldotna, Alaska 99611 pursuant to KPB Assembly Ordinance 99-19 is hereby amended as set out below:

WHEREAS, Lessee has received grant money for signage and lighting;

WHEREAS, Lessee has agreed to provide the maintenance and pay utility costs associated with improvements to the leasehold;

WHEREAS, Tsalteshi Trails Association requests trail expansion on an adjacent borough property not originally subject to the lease;

1. AMENDMENT OF LEGAL DESCRIPTION

The subject lease contains the following legal description:

Tract 1, Central Peninsula High School Subdivision Amended, and Government Lots 1 & 2 and the S $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ excluding City of Soldotna Reservoir 2 Tract A and Kenai Peninsula Food Bank Subdivision and the West 40 feet of the SE $\frac{1}{4}$ of Section 1, T4N, R11W, S.M., Alaska

The legal description of the subject lease is amended by adding the following additional real property:

NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ excluding Tract 1, Central Peninsula High School Subdivision Amended, Section 12, T4N, R11W, S.M., Alaska.

2. DELETION OF PARAGRAPH 21 REMOVAL OR REVERSION OF IMPROVEMENTS UPON TERMINATION OF LEASE AND PARAGRAPH 22 RENTAL FOR IMPROVEMENTS OR CHATTELS NOT REMOVED

Paragraphs 21 and 22 are deleted from subject lease in their entirety.

3. INSERTION OF NEW PARAGRAPH 21 REVERSION OF IMPROVEMENTS UPON TERMINATION OF LEASE

The following new paragraph 21 is inserted into the lease.

21. Reversion of Improvements Upon Termination of Lease

At the KPB's sole option improvements made to the land to include trails, lighting and signage may become part of the real property and shall remain in place upon termination of the lease. Equipment such as snow machines is considered personal property and may be retained by the LESSEE or its successor in interest.

4. MAINTENANCE RESPONSIBILITY

Lessee is entirely responsible for maintenance of the trails, any improvements, or equipment associated with the trails and utility costs associated with lighting.

5. ORIGINAL LEASE VALID

All other terms and conditions of the above-referenced lease agreement are not affected by this amendment, and remain in full force and effect.

6. CONFLICTS

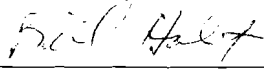
This amendment is hereby incorporated into and made a part of the above-referenced lease agreement. If any provision of this amendment and the original lease are in conflict, then the terms of this amendment are controlling.

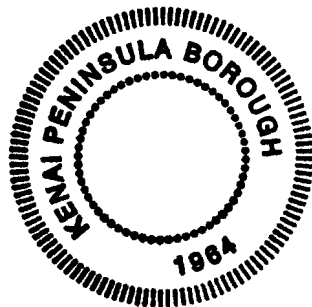
Dated this 17 day of October 2005.


KENAI PENINSULA BOROUGH:

TSALTESHI TRAILS ASSOCIATION, INC.

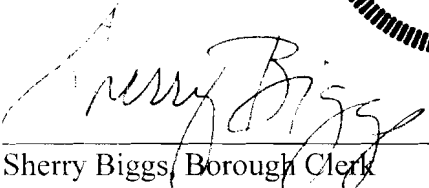

Dale L. Bagley, Mayor

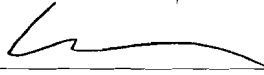

Bill Holt, Chair
TTA Board of Directors




Tom Seggerman, Treasurer
TTA Board of Directors

ATTEST:

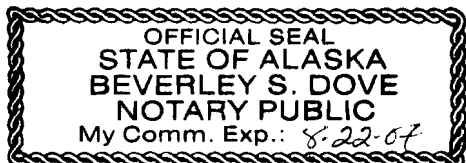

Sherry Biggs, Borough Clerk

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:

Holly B. Montague,
Assistant Borough Attorney

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 17th day of October, 2005, by Dale L. Bagley, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

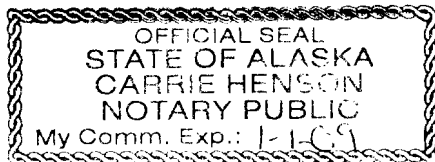


Beverly S. Dove
Notary Public in and for Alaska
My commission expires: 8-22-07

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 2nd day of September, 2005, by Bill Holt, Chair of the Board of Directors, Tsalteshi Trails Association.

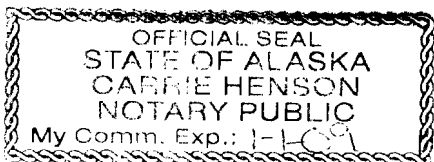


Carrie Henson
Notary Public in and for Alaska
My commission expires: 1-1-09

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 3rd day of September, 2005, by Tom Seggerman, Treasurer TTA Board of Directors, Tsalteshi Trails Association.



Carrie Henson
Notary Public in and for Alaska
My commission expires: 1-1-09

LEASE AMENDMENT

RECITALS:

WHEREAS, Ordinance 99-19 authorized the lease of certain real property owned by the Kenai Peninsula Borough (KPB) to Tsalteshi Trails Association (TTA); and

WHEREAS, the KPB, Lessor, and the TTA, Lessee, entered a lease dated July 31, 2000; and

WHEREAS, the lease was previously amended on October 17, 2005; and

WHEREAS, TTA is in good standing with the lease as amended; and

WHEREAS, Ordinance 2009-51 authorized an extension of the term of the lease for an additional ten year period; and

WHEREAS, the lease extension will aid TTA in its application for grant funds and its continued trail stewardship for the benefit of the public;

The Lessor and Lessee agree to amend the lease as follows: Section 1 is hereby amended to read as follows:

TERMS AND CONDITIONS:

1. Lease Term. This lease is for a term of TWENTY (20) years commencing February 1, 2000 and terminating December 31, 2020.

All other terms and conditions remain in full force and effect.

Dated this 14 day of January 2010.

KENAI PENINSULA BOROUGH:

David R. Carey
David R. Carey, Mayor

TSALTESHI TRAILS ASSOCIATION, INC.

Alan Boraas
Alan Boraas, Chair
TTA Board of Directors



Sara Hepner

Sara Hepner, Treasurer
TTA Board of Directors

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

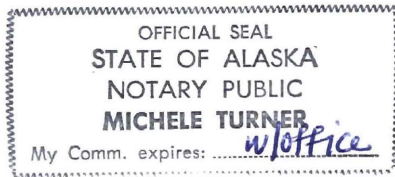
John Blankenship
John Blankenship, Borough Clerk

Holly B. Montague
Holly B. Montague,
Deputy Borough Attorney

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 14th day of January, 2010, by David R. Carey, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.



Michele Turner
Notary Public in and for Alaska
My commission expires: w/office

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 12 day of January, 2010, by Alan Boraas, Chair of the Board of Directors, Tsalteshi Trails Association.



Karen Fuller
Notary Public in and for Alaska
My commission expires: 9-25-2012

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 12 day of
January, 2010, by Sara Hepner, Treasurer TTA Board of Directors, Tsalteshi
Trails Association.



Karen Fuller
Notary Public in and for Alaska
My commission expires: 9-25-2012

LEASE AMENDMENT

RECITALS:

WHEREAS, Ordinance 99-19 authorized the lease of certain real property owned by the Kenai Peninsula Borough (KPB) to Tsalteshi Trails Association (TTA); and

WHEREAS, the KPB (Lessor) and the TTA (Lessee) entered a lease dated July 31, 2000; and

WHEREAS, the lease was previously amended pursuant to Ordinance 2005-33 on October 17, 2005, and Ordinance 2009-51 on January 14, 2010; and

WHEREAS, TTA is in good standing with the lease as amended; and

WHEREAS, Ordinance 2011-31 authorized an amendment to the legal description of the lease to include an additional 52 acres, more or less;

The Lessor and Lessee agree to amend the lease as follows:

1. AMENDMENT OF LEGAL DESCRIPTION

The subject lease contains the following legal description:

Tract 1, Central Peninsula High School Subdivision Amended, and Government Lots 1 & 2 and the S $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ excluding City of Soldotna Reservoir 2 Tract A and Kenai Peninsula Food Bank Subdivision and the West 40 feet of the SE $\frac{1}{4}$ of Section 1, T4N, R11W, S.M., Alaska

AND

NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ excluding Tract 1, Central Peninsula High School Subdivision Amended, Section 12, T4N, R11W, S.M., Alaska.

The legal description of the subject lease is amended by adding the following additional real property:

That portion of the S1/2NE1/4 and that portion of the S1/2N1/2NE1/4 lying northwest of the Sterling Highway and lying north of Isaak Road excluding Tract 1, Central Peninsula High School Subdivision Amended, Section 12, T4N, R11W, S.M., Alaska.

All other terms and conditions of the lease dated July 31, 2000, as amended by agreements dated October 17, 2005, and January 14, 2010, remain in full force and effect. If there is a conflict between

this amendment and the original lease agreement including the prior amendments this amendment shall be controlling.

Dated this 4th day of October 2011.

KENAI PENINSULA BOROUGH:

TSALTESHI TRAILS ASSOCIATION, INC.

David R. Carey
David R. Carey, Mayor

Adam Reimer
Adam Reimer, President

Kristine Moerlein
Kristine Moerlein, Treasurer

ATTEST:



John Blankenship
John Blankenship, Borough Clerk

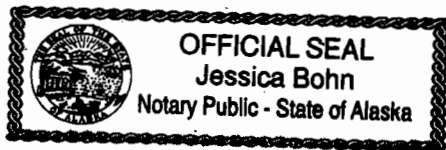
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Holly B. Montague
Holly B. Montague
Deputy Borough Attorney

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 4th day of October, 2011, by David R. Carey, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

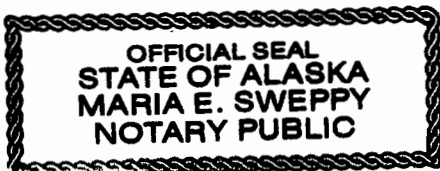


Jessica Bohn
Notary Public in and for Alaska
My commission expires: w/office

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 23 day of September, 2011, by Adam Reimer, President of Tsalteshi Trails Association, Inc. on behalf of the corporation.



Maria E. Sweppy
Notary Public in and for Alaska
My commission expires: 1-16-15

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 27 day of September, 2011, by Kristine Moerlein, Treasurer of Tsalteshi Trails Association, Inc. on behalf of the corporation.



Karen Fuller
Notary Public in and for Alaska
My commission expires: 9-25-2012



Tsalteshi Trails Association

PO Box 4076 Soldotna, AK 99669

Charlie Pierce, Mayor
Kenai Peninsula Borough
144 North Binkley St.
Soldotna, AK 99669

Nov. 1, 2020

Hello Mayor Pierce,

On behalf of the Tsalteshi Trails Association Board of Directors, I request an extension of the current lease between the Borough and Tsalteshi Trails Association. The current 10-year lease expires at the end of December.

Since the previous lease extension, in 2010, Tsalteshi has implemented \$692,000 in federal Recreational Trails Program grant funds for facility improvements. With approved development plans from the Borough, these improvements include: Adding 98 lights for nighttime trail use; retrofitting our existing 50 lights with high-efficiency LED instruments; adding 7.5 kilometers of ski trails and 5 kilometers of single-track bike trails; constructing an outhouse at the Wolverine Trailhead and expanding that parking lot; adding kiosks and signage upgrades throughout the trails; and general trail improvements — widening, upgrading drainage, removing hazard trees, etc.

Actual investment in the trails since 2010 is considerably higher, with Tsalteshi's labor and financial investments, membership and community donations, City of Soldotna support, volunteer labor, and in-kind support from HEA, ACS, ADOT, the Kenai Peninsula Borough School District and many other entities and organizations.

Further trail grants require that the grantee (Tsalteshi Trails Association) has title or lease of the land on which the trail work will be performed. Tsalteshi has evolved to become a world-class facility costing upward of a million dollars funded through grants, donations and volunteer effort, with no cost to Borough or state taxpayers. We believe the current lease agreement has worked well for both parties and request another 10-year extension so that we may continue to provide a venue for healthy, human-powered outdoor recreation for the central Kenai Peninsula, free to use for all ages and ability levels. We hope to continue this level of service for many years to come.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Beeson".

Mark Beeson
TTA Board Chair

CC: Kenai Peninsula Borough Assembly

Kenai Peninsula Borough
Assembly

MEMORANDUM

TO: Kenai Peninsula Borough Assembly Members
FROM: Brent Hibbert, Assembly President Pro Tem (B) for B. H.
THRU: Johni Blankenship, Borough Clerk (B)
DATE: November 10, 2020
RE: 2021 Meeting Schedule


KPB 22.40.010 (A) states in part, "Regular meetings of the assembly shall be held on the first and third Tuesday of each month at 6:00 p.m. in the assembly room of the Borough Administration Building. The assembly shall by resolution or motion, establish the date and place for assembly meetings by approving a calendar for the upcoming year. The assembly shall, at a minimum, schedule at least two meetings per month for six (6) months of each year". The meeting schedule for 2021 is proposed as follows:

MONTH	1ST MEETING	2ND MEETING	COMMENTS
January	5	19	
February	2	16	
March	2		Only one meeting scheduled – Spring Break
April	6	20	20 th potentially in Seward
May	4	18	Budget Work Sessions Scheduled for May 4 th tentatively starting at 10:00 a.m., May 17 th tentatively starting at 9:00 a.m. and May 18 th tentatively starting at 10:00 a.m.
June	1	15	
July	6		Only one meeting scheduled – Summer Break
August	3	17	
September	7	21	21 st potentially in Homer
October	12	26	2 nd and 4 th Tuesday Due to Election October 5, 2021 - Regular Municipal Election
November	9		2 nd Tuesday Due to October schedule Only one regular meeting scheduled – Winter Break
December	7		Only one meeting scheduled – Holiday Break

Kenai Peninsula Borough
Office of the Borough Mayor

MEMORANDUM

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

FROM: Charlie Pierce, Mayor 

DATE: October 13, 2020

RE: Re-Appointments to the Road Service Area Board

Pursuant to KPB 16.41.020(A) & (B), I hereby submit the following re-appointments to the Road Service Area Board for confirmation by the Assembly. The applicants are registered voters and reside within the designated region of the Road Service Area to be represented. Attached for your review; voter verifications and request for re-appointments.

<u>Appointment</u>	<u>Board Seat</u>	<u>Term Expires</u>
Michele Hartline	North Region	Sept. 30, 2023
Robert Ruffner	West Region	Sept. 30, 2023

Attachments: Request for Re-appointment
Voter Verification

Cc: Dil Uhlin, Roads Director
KPB Clerk's Office

Kenai Peninsula Borough
Office of the Borough Clerk

MEMORANDUM

TO: Charlie Pierce, Borough Mayor
THRU: Johni Blankenship, Borough Clerk (JB)
FROM: Michele Turner, Deputy Borough Clerk (M.T.)
DATE: September 24, 2020
RE: Verification of Road Service Area Applicants

As per KPB 16.41.020(A), the applicants listed below has been verified as registered voters of the Kenai Peninsula Borough and reside within the Road Service Area.

ROAD SERVICE AREA

West Region Applicant: Robert Ruffner

North Region Applicant: Michele Hartline

Subject: FW: <EXTERNAL-SENDER>Road Service Area Board Application
Attachments: Resume - 2020.doc

From: Michele Hartline <hartlines@hotmail.com>

Sent: Monday, August 31, 2020 10:13 AM

To: Uhlin, Dil <duhlin@kpb.us>; Agosti, Elaine <eagosti@kpb.us>; Blankenship, Johni <JBlankenship@kpb.us>

Subject: <EXTERNAL-SENDER>Road Service Area Board Application

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.

Hi Dil/Elaine/Johnni,

I may not be able to login on-line for the rest of the day, so not knowing when the KPB website will be able to accept applications again, I wanted to make sure I get my application in to be reappointed to the KPB Road Service Area Board in before the deadline.

Please consider this email my application.

I've enclosed my resume for your perusal.

Thank you,

Michele Hartline

North Region

Michele A. Hartline
P.O. Box 7933
Nikiski, Alaska 99635-7933
(907) 830-8327(c)
E-mail: hartlines@hotmail.com

OBJECTIVE

To be re-appointed to the Kenai Peninsula Borough's Road Service Area Board.

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 **Kenai Peninsula Borough Board of Equalization** Organizational Management. ~~Advisory Board member~~
Kenai Peninsula Borough Board of Equalization to KPB Assembly on 645 miles of non-incorporated areas roads standards, maintenance, construction, right-of-ways, improvements, etc.
- May, 2019 to Present **Alaska Pacific University Council on Commission on State of Alaska** Organizational Management. ~~Advisory Board member~~
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, fishing, traveling, four-wheeling, genealogy, scrapbooking, quilting, snowmobiling

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

Subject:

FW: <EXTERNAL-SENDER>Road Service Area application

From: Robert Ruffner [mailto:ruffner.ak@gmail.com]

Sent: Tuesday, September 15, 2020 8:53 AM

To: Uhlin, Dil <duhlin@kpb.us>

Cc: Pierce, Charlie <CPierce@kpb.us>; Fuller, Karen <KFuller@kpb.us>; Agosti, Elaine <eagosti@kpb.us>

Subject: <EXTERNAL-SENDER>Road Service Area application

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.

Dil Uhlin - Road Service Area Director

At the most recent RSA board meeting, I was reminded that my term on the board will expire on 9/30 of this year. I have appreciated the opportunity to serve on this board would like to be considered for another term. The web based link for the application is not working, so please consider this as my intention to apply for the board. I believe I have a good grasp on the issues surrounding the RSA, including budgeting, priority road upgrade and maintenance needs as well as the interface between the road and planning department. Like all other existing members of the board we are all keenly aware of the need to pay very close attention to the departments finances and uncertainty in future revenues, particularly from the State. Thank you for considering me for another term. If there are any questions or need for further information, please let me know.

Thank you,
Robert Ruffner
907.394.4664

West Region



KENAI PENINSULA BOROUGH

Mayor's Office

144 N. Binkley • Soldotna, Alaska 99669

Toll-free within the Borough: 1-800-478-4441

PHONE: (907) 714-2150 • FAX: (907) 714-2377

www.borough.kenai.ak.us

ROAD SERVICE AREA BOARD MEMBER APPLICATION

~~West-East~~ Region (~~Seward, Cooper Landing, Hope~~) RSA Board Seat

Instructions: Please print or type, and be as specific as possible.

Name: Robert Ruffner Date: 9/8/11

Mailing Address: 48460 Lakeside Ave

City, State & Zip Code: Soldotna AK 99669

Physical Address: Same

Home Phone: _____ Work Phone: 260-5449 Cell: 394-4664

Fax No.: _____ E-Mail: robert@kenaiwatershed.org

Occupation or place of employment: Kenai Watershed Forum

How long have you lived in the area served by this service area? 15 years

What knowledge, experience, or expertise will you bring to this board? (use additional paper if necessary):

Many years of experience in working with anadromous streams and how roads and culverts impact the watersheds. Project Manager and inspector for many projects.

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

KPB Planning Commission

Are you available for night meetings? Yes Are you available for day meetings? Yes

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

Applications may be mailed to address above, faxed to (907) 714-2377, or emailed to Susan

Wilcox, KPB Chief of Staff: swilcox@borough.kenai.ak.us

[COPY OF APPLICATION ON FILE]

Kenai Peninsula Borough
Office of the Borough Mayor

MAYOR'S REPORT TO THE ASSEMBLY

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

FROM: Charlie Pierce, Kenai Peninsula Borough Mayor



DATE: November 10, 2020

Assembly Request / Response

None

Agreements and Contracts

- a. Authorization to Award a Contract for RFP21-004 Kenai Peninsula Borough Assembly Chamber AV Upgrades to Key Code Media, Inc., Kent, WA.
- b. Authorization to Award a Contract for ITB21-014 FY21 Brushing Vegetation Control, South Region, Units 3.4 & 5 to Moore & Moore Services, Inc., Homer, Alaska.
- c. Authorization to Award a Contract for ITB21-007 Bulk Fuel Supply. Below are the low bids for each region and fuel type:

<u>Lot</u>	<u>Location</u>	<u>Fuel Type</u>	<u>Bidder</u>
1 Soldotna	Heating	Petro 49 Inc. dba Petro Marine & Alaska Oil Sales	
1 Soldotna	ULSD	Petro 49 Inc. dba Petro Marine & Alaska Oil Sales	
1 Soldotna	Unleaded	Petro 49 Inc. dba Petro Marine & Alaska Oil Sales	
2 Homer	Heating	Petro 49 Inc. dba Petro Marine & Alaska Oil Sales	
2 Homer	ULSD	Petro 49 Inc. dba Petro Marine & Alaska Oil Sales	
2 Homer	Unleaded	Petro 49 Inc. dba Petro Marine & Alaska Oil Sales	
3 Kenai/Nikiski	Heating Oil	Petro 49 Inc. dba Petro Marine & Alaska Oil Sales	
4 Seward/Bear Creek	Heating	Shoreside Petroleum Inc.	

- d. Authorization to Award a Contract for ITB21-011 Snow Removal and/or Sanding of Various Borough Schools & Facilities. Low bidders are as follows:

Date: November 10, 2020

To: Members, Kenai Peninsula Borough Assembly

RE: Mayor's Report

SNOW REMOVAL

SANDING

<u>Contractor</u>	<u>Section/Group</u>	<u>Contractor</u>	<u>Section/Group</u>
Get Plowed Sno-Removal	Section A, Groups 1, 3, 4, 6, 8, & 9	Get Plowed Sno-Removal	Section A, Groups 3, 5, 7, 8, & 9
Steam on Wheels, LLC	Section A, Groups 2, & 5	Steam on Wheels, LLC	Section A, Groups 1, 2, 4, 6, & 10
Chumley's Inc.	Section A, Group 7		
Get Steamed	Section A, Group 10		

Gregiore Construction	Section B, Groups 1, 2, & 6,	Gregiore Construction	Section B, Groups 1 & 6
Dutch Boy Landscaping	Section B, Groups 3 & 5	Dutch Boy Landscaping	Section B, Groups 2, 3 & 5
Alaska Welding Works	Section B, Group 4	Alaska Welding Works	Section B, Group 4

Metco Alaska, LLC	Section C, Group 1	Metco Alaska, LLC	Section C, Group 1
Wildman TR Inc.	Section C, Group 2	Wildman TR, Inc.	Section C, Group 2
No Bids Received	Section C, Group 3	No Bids Received	Section C, Group 3
Chugach Snowplowing	Section C, Group 4	Chugach Snowplowing	Section C, Group 4

Hopkins Brothers Const.	Section D, Group 1	Hopkins Brothers Const.	Section C, Group 1
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Tyonek Contractors, LLC	Section E, Group 1		
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- e. Sole Source Waiver - Municipal Emergency Services, Inc., to replace BCFS SCBA Cylinders.
- f. Authorization to Award a Contract for ITB21-006 Sawmill Creek Channel Extraction to Metco Alaska, LLC.

OTHER

- a. Revenue-Expenditure Report – September 2020
- b. Budget Revisions – September- 2020
- c. Capital Project Reports – September 30, 2020
- d. Investment Report Quarter ended 9/30/20
- e. FY21-1Q Economic Development Grant Reports
- f. FY21-1Q Senior Center Grant Reports

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: October 1, 2020

RE: Authorization to Award a Contract for RFP21-004
Kenai Peninsula Borough Assembly Chamber AV Upgrades

The Purchasing and Contracting Office formally solicited and received proposals for RFP21-004 Kenai Peninsula Borough Assembly Chamber AV Upgrades. Proposal packets were released and the Request for Proposal was advertised in the Anchorage Daily News on September 2, 2020 and the Peninsula Clarion on September 4, 2020.

The project consists of design and installation of a new audio/visual system to be completed in the Kenai Peninsula Borough Assembly Chambers. Project will also include a design, purchase and set up of a portable system for remote meetings.

On the due date of September 22, 2020 three (3) proposals were received and ranked by a review committee as follows:

<u>FIRM</u>	<u>LOCATION</u>	<u>TOTAL SCORE</u>
Key Code Media, Inc	Kent, WA	358
The Chariot Group	Anchorage, AK	297
Sound Decisions, LLC	Palmer, AK	232

The highest ranking proposal, which includes a cost factor, was submitted by Key Code Media, Inc. with a lump sum cost proposal of \$169,915.35. The proposal review committee recommends award of a contract to Key Code Media, Inc., Kent, WA. Your approval for this award is hereby requested.

Funding for this project is in account numbers 271.95071.CAR08.43011 and 271.95093.CAR10.43011.

Charlie Pierce

Charlie Pierce, Mayor

10/1/2020

Date

Page -2-
Date
To:
RE:

NOTES:n/a

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>271.95071.CAR08.43011</u>	
Amount <u>\$85,000.00</u>	
Acct. No. <u>271.95093.CAR10.43011</u>	
Amount <u>\$84,915.35</u>	
By: <u>PP BH</u>	Date: <u>10/1/2020</u>

Kenai Peninsula Borough Purchasing & Contracting Department

MEMORANDUM

TO: Charlie Pierce, Mayor

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

THRU: Dil Uhlin, Road Maintenance Director *DU*

FROM: Jim Socha, Road Inspector *JS*

DATE: October 8, 2020

RE: Authorization to Award a Contract for ITB21-014 FY21 Brushing Vegetation Control, South Region, Units 3, 4 & 5

The Purchasing and Contracting Office formally solicited and received bids for the ITB21-014 FY21 Brushing Vegetation Control – South Region, Units 3, 4 & 5. Bid packets were released on September 17, 2020 and the Invitation to Bid was advertised in the Peninsula Clarion & Homer News on September 17, 2020.

The project consists of furnishing all labor, materials and equipment to provide brushing services for the South Region, Units 3, 4 & 5.

On the due date of September 29, 2020, three (3) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$21,410.55 was submitted by Moore & Moore Services, Inc., Homer, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 236.33950.00000.43952.

CP

Charlie Pierce, Mayor

10/9/2020

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. 236.33950.00000.43952	_____
Amount: \$21,410.55	_____
By: <i>PI</i> <i>BA</i>	Date: 10/9/2020
NOTES:	

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB21-014 FY21 Brushing Vegetation Control - South Region, Units 3, 4 & 5

CONTRACTOR	LOCATION	BASE BID
Moore & Moore Services, Inc.	Homer, AK	\$21,410.55
Paul's Services	Anchor Point, AK	\$43,434.00
East Road Services	Homer, AK	\$160,700.00

DUE DATE: September 29, 2020

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough Purchasing & Contracting Department

MEMORANDUM

TO: Charlie Pierce, Mayor
FROM: John Hedges, Purchasing & Contracting Director *JH*
DATE: October 8, 2020
RE: Authorization to Award a Contract for ITB21-007 Bulk Fuel Supply


The Purchasing and Contracting Office formally solicited and received bids for the ITB21-007 Bulk Fuel Supply. Bid packets were released on August 25, 2020 and the Invitation to Bid was advertised in the Peninsula Clarion on August 25, 2020.

The project consists of purchasing, supplying and delivering Heating Oil, Ultra Low Sulfur Diesel and Unleaded Gasoline to specific locations throughout the Kenai Peninsula Borough.

On the due date of September 21, 2020, three (3) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. Below are the low bids for each region and fuel type.

<u>Lot</u>	<u>Location</u>	<u>Fuel Type</u>	<u>Bidder</u>
1	Soldotna	Heating	Petro 49 Inc. dba Petro Marine & Alaska Oil Sales
1	Soldotna	ULSD	Petro 49 Inc. dba Petro Marine & Alaska Oil Sales
1	Soldotna	Unleaded	Petro 49 Inc. dba Petro Marine & Alaska Oil Sales
2	Homer	Heating	Petro 49 Inc. dba Petro Marine & Alaska Oil Sales
2	Homer	ULSD	Petro 49 Inc. dba Petro Marine & Alaska Oil Sales
2	Homer	Unleaded	Petro 49 Inc. dba Petro Marine & Alaska Oil Sales
3	Kenai/Nikiski	Heating Oil	Petro 49 Inc. dba Petro Marine & Alaska Oil Sales
4	Seward/Bear Creek	Heating	Shoreside Petroleum Inc.

Your approval for this bid award is hereby requested. Funding for this project is available in the following accounts: 211.51610.42230 / 43610 (CES); 241.41010.42230 / 43610 (Maintenance); 290.32010.42230 / 43610 / 290.32122.42230 / 43610 (Solid Waste); 206.51110.42230 / 43610 (Nikiski Fire); 207.51210.42230 / 43610 (Bear Creek Fire); 212.51810.42230 / 43610 (Kachemak Emergency Services); 236.33950.42230 / 43610 (Roads); 209.51410.42230 / 43610 (Anchor Point); 100.11250.42230 / 43610 (OEM).



Charlie Pierce, Mayor

10/9/2020

Date

FINANCE DEPARTMENT
FUNDS VERIFIED

Acct. No. 211.51610.42230 \$35,000 / 43610 \$ 2,500 (CES)
241.41010.42230 \$30,000 / 43610 \$10,000 (Maintenance)
290.32010.42230 \$ 1,000 / 43610 \$ 2,500 (Solid Waste)
290.32122.42230 \$ 8,000 / 43610 \$10,000 (Solid Waste)
206.51110.42230 \$10,000 / 43610 \$50,000 (Nikiski Fire)
207.51210.42230 \$ 3,000 / 43610 \$25,000 (Bear Creek Fire)
212.51810.42230 \$ 5,000 / 43610 \$20,000 (KESA)
236.33950.42230 \$15 000 (Roads)
209.51410.42230 \$ 3,000 / 43610 \$10 000 (Anchor Point)
100.11250.42230 \$ 1,000 / 43610 \$ 5,000 (OEM)

By: PP BH Date: 10/9/2020

NOTES: FY21 n/a

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB21-007 BULK FUEL SUPPLY - Soldotna

CONTRACTOR	LOCATION	BASE BID	GRAND TOTAL
Crowley Fuels	Anchorage, AK	Heating	\$6,480.00
		USLD	\$94,095.00
		Unleaded	\$74,480.00
Petro Marine Services	Anchorage, AK	Heating	\$5,780.00
		USLD	\$80,595.00
		Unleaded	\$66,880.00
Shoreside Petroleum, Inc.	Anchorage, AK	Heating	\$5,880.00
		USLD	\$85,995.00
		Unleaded	\$68,780.00

DUE DATE: September 21, 2020 @ 2:00 PM

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB21-007 BULK FUEL SUPPLY - Homer

CONTRACTOR	LOCATION	BASE BID	GRAND TOTAL
Petro Marine Services	Anchorage, AK	Heating	\$7,947.50
		USLD	\$3,135.00
		Unleaded	\$8,032.50
Shoreside Petroleum, Inc.	Anchorage, AK	Heating	\$8,085.00
		USLD	\$3,185.00
		Unleaded	\$8,145.00
			\$19,415.00

DUE DATE: September 21, 2020 @ 2:00 PM

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB21-007 BULK FUEL SUPPLY - Kenai / Nikiski

CONTRACTOR	LOCATION	BASE BID
Petro Marine Services	Anchorage, AK Heating	\$4,335.00
Crowley Fuels	Anchorage, AK Heating	\$4,860.00
Shoreside Petroleum, Inc.	Anchorage, AK Heating	\$4,410.00

DUE DATE: September 21, 2020 @ 2:00 PM

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB21-007 BULK FUEL SUPPLY - Seward Bear Creek

CONTRACTOR	LOCATION	BASE BID
Shoreside Petroleum, Inc.	Anchorage, AK Heating	\$3,375.00

DUE DATE: September 21, 2020 @ 2:00 PM

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough

Maintenance Department

MEMORANDUM

TO: Charlie Pierce, Mayor

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

FROM: Scott Griebel, Maintenance Director *SG*

DATE: October 7, 2020

RE: Authorization to Award a Contract for ITB21-011 Snow Removal and/or Sanding of Various Borough Schools & Facilities

The Purchasing and Contracting Office formally solicited and received bids for the ITB21-011 Snow Removal and/or Sanding of Various Borough Schools & Facilities. Bid packets were released on September 3, 2020 and the Invitation to Bid was advertised in the Peninsula Clarion on September 3, 2020.

The project consists of snow removal and sanding of various borough schools and facility parking lots.

On the due date of September 18, 2020 one hundred five (105) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bidders are as follows:

SNOW REMOVAL

SANDING

<u>Contractor</u>	<u>Section/Group</u>	<u>Contractor</u>	<u>Section/Group</u>
Get Plowed Sno-Removal	Section A, Groups 1, 3, 4, 6, 8, & 9	Get Plowed Sno-Removal	Section A, Groups 3, 5, 7, 8, & 9
Steam on Wheels, LLC	Section A, Groups 2, & 5	Steam on Wheels, LLC	Section A, Groups 1, 2, 4, 6, & 10
Chumley's Inc.	Section A, Group 7		
Get Steamed	Section A, Group 10		

Gregiore Construction	Section B, Groups 1, 2, & 6,	Gregiore Construction	Section B, Groups 1 & 6
Dutch Boy Landscaping	Section B, Groups 3 & 5	Dutch Boy Landscaping	Section B, Groups 2, 3 & 5
Alaska Welding Works	Section B, Group 4	Alaska Welding Works	Section B, Group 4

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Metco Alaska, LLC	Section C, Group 1	Metco Alaska, LLC	Section C, Group 1
Wildman TR Inc.	Section C, Group 2	Wildman TR, Inc.	Section C, Group 2
No Bids Received	Section C, Group 3	No Bids Received	Section C, Group 3
Chugach Snowplowing	Section C, Group 4	Chugach Snowplowing	Section C, Group 4

Hopkins Brothers Const.	Section D, Group 1	Hopkins Brothers Const.	Section C, Group 1
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Tyonek Contractors, LLC	Section E, Group 1
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Your approval for this bid award is hereby requested. Funding for this project is in account number 241.41010.43764.

Charlie Pierce
Charlie Pierce, Mayor

10/8/2020
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. 241.41010.43764	
Amount \$340,000.00	
By: <u>PP BH</u>	Date: <u>10/8/2020</u>

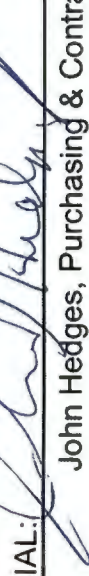
NOTES:

KENAI PENINSULA BOROUGH PURCHASING & CONTRACTING

BID TAB FOR: ITB21-011 Snow Removal of Various Borough Schools & Facilities

BIDDER NAME	SECTION A: Group 1	SECTION A: Group 2	SECTION A: Group 3	SECTION A: Group 4	SECTION A: Group 5
	BAB, KPBSD Warehouse/ Media Center/ Risk Mgmt, Soldotna Elementary	Soldotna Maint. Shop, Kalifornsky Beach Elem	Redoubt Elementary, Soldotna Prep, Soldotna High School	Tustumena Elementary, Skyview High School	KCHS/ KCHS Voc Bld, Kenai Middle, Mt. View
Steam on Wheels, LLC	\$1,185.00	\$1,498.00	\$975.00	\$1,798.00	\$1,698.00
Get Plowed Sno-Removal	\$1,170.08	\$1,501.59	\$908.99	\$1,271.57	\$1,780.25
Redoubt View Enterprises	\$1,748.81	\$1,598.46	\$1,598.30	\$1,500.00	\$1,898.27

DUE DATE: September 18, 2020 - 2:00 PM

KPB OFFICIAL:  John Hedges, Purchasing & Contracting Director

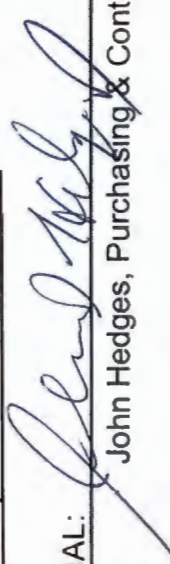
**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB21-011 Snow Removal of Various Borough Schools & Facilities

BIDDER NAME	SECTION A: Group 6	SECTION A: Group 7	SECTION A: Group 8	SECTION A: Group 9	SECTION A: Group 10
	Kenai Elementary Kaleidoscope	Nikiski Jr/Sr	Nikiski/North Star El	Sterling Elementary	Kenai River Center
Steam On Wheels, LLC	\$675.00	\$2,400.00	\$1,200.00	\$1,000.00	\$225.00
Get Plowed Sno-Removal	\$654.40	\$1,536.65	\$715.57	\$445.77	\$215.65
Snow Wizard		\$2,678.00	\$1,146.00		
Chumley's Inc.		\$1,140.00	\$855.00		
Commercial Automotive Repairs & Equipment Services		\$1,750.00	\$850.00		
Redoubt View Enterprises	\$698.79				
Get Steamed					\$185.23

DUE DATE: September 18, 2020 - 2:00 PM

KPB OFFICIAL:



John Hedges, Purchasing & Contracting Director

KENAI PENINSULA BOROUGH PURCHASING & CONTRACTING

BID TAB FOR: ITB21-011 Snow Removal of Various Borough Schools & Facilities

SECTION C: Group 1 Seward High, Seward Middle, Seward Elementary	SECTION C: Group 2 Cooper Landing	SECTION C: Group 3 Moose Pass	SECTION C: Group 4 Hope
BIDDER NAME			
Chugach Snowplowing and Sanding			\$355.00
Metco Alaska, LLC	\$1,821.12		
Wildman TR, Inc.	\$398.00		

DUE DATE: September 18, 2020 - 2:00 PM

KPB OFFICIAL:  John Hedges, Purchasing & Contracting Director

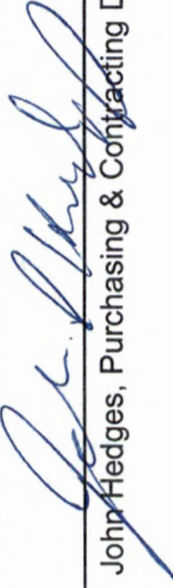
**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB21-011 Snow Removal of Various Borough Schools & Facilities

BIDDER NAME	SECTION D: Group 1 S B English School				
Hopkins Brothers Construction, Inc.	\$540.00				

DUE DATE: September 18, 2020 - 2:00 PM

KPB OFFICIAL:



John Hedges, Purchasing & Contracting Director

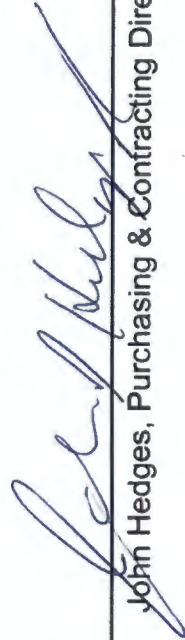
**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB21-011 Snow Removal of Various Borough Schools & Facilities

BIDDER NAME	SECTION E: Group 1 Tebughna School			
Tyonek Contractors, LLC	\$1,811.30			

DUE DATE: September 18, 2020 - 2:00 PM

KPB OFFICIAL:



John Hedges, Purchasing & Contracting Director

KENAI PENINSULA BOROUGH PURCHASING & CONTRACTING

BID TAB FOR: ITB21-011 Sanding of Various Borough Schools & Facilities

BIDDER NAME	SECTION A: Group 1 BAB, KPBSD Warehouse/ Media Center/ Records, Risk Mgmt, Soldotna Elementary	SECTION A: Group 2 Kalifornsky Beach Elem	SECTION A: Group 3 Redoubt Elementary, Soldotna Prep, Soldotna High School	SECTION A: Group 4 Tustumena Elementary, Skyview Middle School	SECTION A: Group 5 KCHS/ KCHS Voc Bid Kenai Middle Mt. View
	Steam On Wheels, LLC	\$425.00	\$140.00	\$349.00	\$598.00
Get Plowed Sno-Removal	\$435.40	\$145.25	\$302.61	\$668.17	\$561.42
Get Steamed		\$153.87			

DUE DATE: September 18, 2020 - 2:00 PM

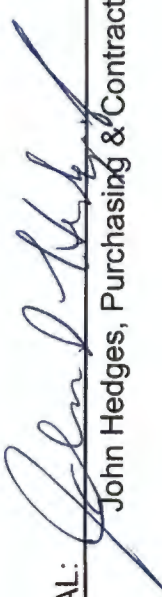
KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB21-011 Sanding of Various Borough Schools & Facilities

BIDDER NAME	SECTION A: Group 6	SECTION A: Group 7	SECTION A: Group 8	SECTION A: Group 9	SECTION A: Group 10
	Kenai Elementary Kaleidoscope	Nikiski Jr/Sr	Nikiski/North Star El	Sterling Elementary	Kenai River Center
Steam On Wheels, LLC	\$200.00	\$997.00	\$799.00		\$80.00
Get Plowed Sno-Removal	\$210.15	\$495.50	\$388.85	\$194.75	\$83.75
Snow Wizard		\$1,175.00	\$978.00		
Chumley's Inc.		\$750.00	\$500.00		
Commercial Automotive Repair & Equipment Services		\$630.00	\$470.00		
Net Steamed	\$223.04				\$88.15

DUE DATE: September 18, 2020 - 2:00 PM

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

KENAI PENINSULA BOROUGH PURCHASING & CONTRACTING

BID TAB FOR: ITB21-011 Sanding of Various Borough Schools & Facilities

BIDDER NAME	SECTION B: Group 1 Homer High	SECTION B: Group 2 Homer Middle, West Homer Elementary	SECTION B: Group 3 Paul Banks Elementary, Homer Flex	SECTION B: Group 4 Ninlichik School	SECTION B: Group 5 Chapman Elementary, Nikolaevek School	SECTION B: Group 6 McNeil Canyon
Fetterhoff Services, LLC	\$419.00	\$498.00	\$439.00		\$1,238.00	\$242.00
Gregoire Construction	\$327.00	\$450.00	\$400.00	\$295.00	\$590.00	\$225.00
Dutch Boy Landscaping	\$346.00	\$398.00	\$373.00	\$750.00	\$398.00	\$375.00
Alaska Welding Works				\$218.00		

DUE DATE: September 18, 2020 - 2:00 PM


KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB21-011 Sanding of Various Borough Schools & Facilities

BIDDER NAME	SECTION C: Group 1 Seward High, Seward Middle, Seward Elementary	SECTION C: Group 2 Cooper Landing	SECTION C: Group 3 Moose Pass	SECTION C: Group 4 Hope
Chugach Snowplowing and Sanding				\$319.00
Metco Alaska LLC	\$966.06			
Wildman TR Inc.		\$398.00		

DUE DATE: September 18, 2020 - 2:00 PM

KPB OFFICIAL:  John Hedges, Purchasing & Contracting Director

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB21-011 Sanding of Various Borough Schools & Facilities

BIDDER NAME	SECTION D: Group 1 S B English School			
Hopkins Brothers Construction, Inc.	\$490.00			

DUE DATE: September 18, 2020 - 2:00 PM

KPB OFFICIAL:  John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough

Bear Creek Fire Service Area

MEMORANDUM

TO: Charlie Pierce, Mayor
THRU: John Hedges, Purchasing & Contracting Director *JH*
FROM: Richard Brackin, Fire Chief, Bear Creek Fire Service Area *RB*
DATE: October 6, 2020
RE: Municipal Emergency Services, Inc. Sole Source Waiver

Bear Creek Fire Department has a need to replace SCBA Cylinders that were purchased under a grant and have exceeded their 15-year lifespan. It is my preference to purchase these cylinders through Municipal Emergency Services. (Please see attached quote)

The quoted price is less than the Sourcewell Co-op pricing, therefore, I would like purchase these items from Municipal Emergency Services based on their provided quote in the sum of \$20,194.30.

Your approval is hereby requested. Funding for this project is in account number ~~422.51210.19422.48760~~ 442.51210.19422.48760.

Charlie Pierce

Charlie Pierce, Mayor

10/8/2020

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct: <u>442.51210.19422.48760</u>	
Amount: <u>\$20,194.30</u>	
By: <u><i>PP</i> <i>BA</i></u>	Date: <u>10/8/2020</u>
NOTES: n/a	



3801 Fruit Valley Rd.
Suite C
Vancouver, WA 98660

Quote

Date 09/29/2020
Quote # QT1345737
Expires 11/30/2020
Sales Rep McSwain, Michael E
PO #
Shipping Method FedEx Ground

Bill To
 BEAR CREEK FIRE SERVICE
 PO BOX 1565
 Seward AK 99664
 United States

Ship To
 CHIEF BACON
 BEAR CREEK FIRE SERVICE
 13105 SEWARD HWY MILE 5
 Seward AK 99664

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
804722-01			CYL&VLV ASSY,CARB,45MIN,4500	17	1,187.90	20,194.30

Subtotal 20,194.30
Shipping Cost (FedEx Ground) 0.00
Total \$20,194.30

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1345737



3801 Fruit Valley Rd.
Suite C
Vancouver, WA 98660

Quote

Date 10/06/2020
Quote # QT1408394
Expires 11/05/2020
Sales Rep McSwain, Michael E
PO #
Shipping Method FedEx Ground

Bill To
 BEAR CREEK FIRE SERVICE
 PO BOX 1565
 Seward AK 99664
 United States

Ship To
 CHIEF BACON
 BEAR CREEK FIRE SERVICE
 13105 SEWARD HWY MILE 5
 Seward AK 99664

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
804722-01			CYL.&VLV ASSY,CARB,45MIN,4500 MES Sourcewell contract info below 24% off List Kenai Peninsula Borough Sourcewell contract #68708 List price on scott cylinder #804722-01 is \$1618.00ea 032620 - Firefighting Personal Protective Equipment RFP 040220 Firefighting Equipment and Rescue Tools	17	1,229.68	20,904.56

Subtotal 20,904.56
Shipping Cost (FedEx Ground) 0.00
Total \$20,904.56

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1408394

Kenai Peninsula Borough

Seward Bear Creek Flood Service Area

MEMORANDUM

TO: Charlie Pierce, Mayor

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

THRU: Dan Nelson, OEM Manager *DN*

FROM: Stephanie Presley, SBCFSA Program Lead *SP*

DATE: October 12, 2020

RE: Authorization to Award a Contract for ITB21-006 Sawmill Creek Channel Extraction

The Purchasing and Contracting Office formally solicited and received bids for the ITB21-006 Sawmill Creek Channel Extraction. Bid packets were released on August 11, 2020 and the Invitation to Bid was advertised in the Peninsula Clarion on August 11, 2020.

The project consists of furnishing all labor, materials and equipment Restoration of the Sawmill Creek channel and gravel embankments on the right and left banks. Heavy equipment will be used to extract river run material from the active channel of the creek from approximately 800 feet upstream and 1,000 feet downstream of the ADOT&PF Nash Road bridge right-of-way. The channel will be excavated as designed in the Seward-Bear Creek Flood Service Area Sawmill Creek Channel Survey & Extraction Design 2020 plans.

On the due date of September 9, 2020, seven (7) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. Metco Alaska, LLC, is the successful bidder with a total base bid of \$89,000.00. The local preference policy of 5% was applied when determining the successful bidder.

Your approval for this bid award is hereby requested. Funding for this project is in account number 259.21212.00000.43011 & ~~259.21212.15090.43011~~.
271

Charlie Pierce

Charlie Pierce, Mayor

10/13/2020

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>259.21212.00000.43011 - \$66,847.58</u>	
	271
Acct. No. 259.21212.15090.43011 - \$22,152.42	
By: <u><i>PP</i> <i>BH</i></u>	Date: <u>10/13/2020</u>
NOTES: THE SECOND AVE. CULVERT OPTIMIZATION PRJ WILL BE POSTPONED PER SP TO ALLOW FUNDING FOR THIS SAWMILL CREEK PRJ.	

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB21-006 Sawmill Creek Channel Extraction

CONTRACTOR	LOCATION	BASE BID	5% LOCAL PREFERENCE (1st \$50,000)	LOCAL PREFERENCE APPLIED
Metco Alaska, LLC	Seward, AK	\$89,000.00	-\$2,500.00	\$87,500.00
Hamilton Construction, LLC	Anchorage, AK	\$88,560.00	\$0.00	\$88,560.00
Granite Construction Company	Anchorage, AK	\$96,000.00	\$0.00	\$96,000.00
Rock Bottom Enterprise, LLC	Soldotna, AK	\$99,325.98	-\$2,500.00	\$96,825.98
Jim Psenak Construction, LLC	Palmer, AK	\$119,900.00	\$0.00	\$119,900.00
Tutka, LLC	Wasilla, AK	\$149,000.00	\$0.00	\$149,000.00
Qayaq Construction, LLC	Anchorage, AK	\$201,250.00	\$0.00	\$201,250.00

DUE DATE: September 9, 2020

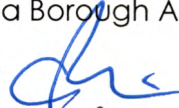
KPB OFFICIAL


 John Hedges, Purchasing & Contracting Director


Kenai Peninsula Borough
Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor 

THRU: Brandi Harbaugh, Finance Director 

FROM: Sarah Hostetter, Payroll Accountant 

DATE: October 15, 2020

RE: Revenue-Expenditure Report – September 2020

Attached is the Revenue-Expenditure Report of the General Fund for the month of September 2020. Please note that 25.00% of the year has elapsed, 39.00% of budgeted revenues have been collected, and 24.19% of budgeted expenditures have been made.

KENAI PENINSULA BOROUGH
 Revenue Report
 For the Period
 September 1 through September 30, 2020

ACCOUNT NUMBER	DESCRIPTION	ESTIMATED REVENUE	YEAR TO DATE RECEIPTS	MONTH TO DATE RECEIPTS	VARIANCE	% COLLECTED
31100	Real Property Tax	\$ 28,825,613	\$ 16,396,122	\$ 9,527,219	\$ (12,429,491)	56.88%
31200	Personal Property Tax	1,814,997	1,160,395	750,957	(654,602)	63.93%
31300	Oil Tax	6,668,160	7,018,272	208	350,112	105.25%
31400	Motor Vehicle Tax	676,400	26,682	26,682	(649,718)	3.94%
31510	Property Tax Penalty & Interest	590,931	31,449	11,074	(559,482)	5.32%
31610	Sales Tax	27,431,594	3,233,786	1,412,580	(24,197,808)	11.79%
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	72,892	13,517	(280,021)	20.65%
39000	Other Local Revenue	275,000	84,627	40,581	(190,373)	30.77%
290	Solid Waste	802,000	118,860	17,866	(683,140)	14.82%
Total Revenues		\$ 72,152,608	\$ 28,143,085	\$ 11,800,683	\$ (44,009,523)	39.00%

KENAI PENINSULA BOROUGH
Expenditure Report
For the Period
September 1 through September 30, 2020

DESCRIPTION	REVISED BUDGET	YEAR TO DATE EXPENDED	MONTH TO DATE EXPENDED	AMOUNT ENCUMBERED	AVAILABLE BALANCE	% EXPENDED
Assembly:						
Administration	\$ 484,528	\$ 138,481	\$ 74,677	\$ 121,876	\$ 224,172	28.58%
Clerk	579,316	107,120	40,893	23,339	448,857	18.49%
Elections	182,920	17,134	5,506	56,066	109,720	9.37%
Records Management	327,678	75,094	27,009	18,415	234,169	22.92%
Mayor Administration	792,424	143,999	53,803	782	647,643	18.17%
Purch/Contracting/Cap Proj	648,943	170,019	62,684	6,725	472,199	26.20%
Human Resources:						
Administration	700,918	147,188	47,735	9,600	544,131	21.00%
Print/Mail	204,789	31,137	18,174	39,195	134,457	15.20%
Custodial Maintenance	94,976	21,900	8,250	116	72,961	23.06%
Information Technology	2,095,903	490,697	201,163	17,606	1,587,601	23.41%
Emergency Management	933,183	190,561	83,295	89,370	653,251	20.42%
Legal Administration	1,120,116	172,055	66,626	171,181	776,879	15.36%
Finance:						
Administration	505,711	109,844	42,710	798	395,069	21.72%
Services	1,072,179	271,480	130,596	839	799,860	25.32%
Property Tax	1,142,377	277,720	65,192	79,806	784,851	24.31%
Sales Tax	900,343	218,231	98,223	3,639	678,473	24.24%
Assessing:						
Administration	1,350,530	350,151	78,050	38,333	962,046	25.93%
Appraisal	1,993,482	343,850	137,989	12,305	1,637,326	17.25%
Resource Planning:						
Administration	1,261,643	165,649	70,814	24,079	1,071,915	13.13%
GIS	499,590	187,967	139,266	501	311,122	37.62%
River Center	675,967	121,868	59,610	7,120	546,979	18.03%
Senior Citizens Grant Program	721,846	-	-	721,846	-	0.00%
School District Operations	55,004,255	14,981,100	4,270,833	-	40,023,155	27.24%
Solid Waste Operations	8,952,757	1,344,415	789,835	2,514,205	5,094,137	15.02%
Economic Development	360,000	11,964	9,721	260,000	88,036	3.32%
Non-Departmental	3,153,477	657,587	302,782	19,060	2,476,830	20.85%
Total Expenditures	\$ 85,759,851	\$ 20,747,210	\$ 6,885,437	\$ 4,236,802	\$ 60,775,839	24.19%

Kenai Peninsula Borough
Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor *cfi*

THRU: Brandi Harbaugh, Finance Director *BH*

FROM: Sarah Hostetter, Payroll Accountant *SH*

DATE: October 15, 2020

RE: Budget Revisions – September 2020

Attached is a budget revision listing for September 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.

SEPTEMBER 2020

INCREASE DECREASE

PLANNING - ADMINISTRATION

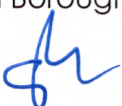
To purchase "Robert's Rules" books for the Advisory Planning Commissioners.


100-21110-00000-43011 (Contract Services)		\$45.88
100-21110-00000-42210 (Operating Supplies)	\$45.88	


Kenai Peninsula Borough
Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor 

THRU: Brandi Harbaugh, Finance Director 

FROM: Sarah Hostetter, Payroll Accountant 

DATE: October 15, 2020

RE: Capital Project Reports – September 30, 2020

Attached are the quarterly project reports for the Borough's capital project funds:

Fund 400 - Borough and Grant Funded School Capital Projects Fund
Fund 401 - Bond Funded Capital Projects Fund
Fund 407 - General Government Capital Projects Fund
Fund 411 - Solid Waste Capital Projects Fund
Fund 434 - Road Service Area Capital Projects Fund
Fund 441 - Nikiski Fire Service Area Capital Projects Fund
Fund 442 - Bear Creek Service Area Capital Projects Fund
Fund 443 - CES Service Area Capital Projects Fund
Fund 444 - Anchor Point Service Area Capital Projects Fund
Fund 446 - Kachemak Emergency Service Area Capital Projects Fund
Fund 455 - Communication Center 911 Capital Projects Fund
Fund 459 - North Peninsula Recreation Service Area Capital Projects Fund
Fund 490 - Central Peninsula Hospital Capital Projects Fund
Fund 491 - South Peninsula Hospital Capital Projects Fund

School Revenue Projects - Fund 400

Balances through September 30, 2020

	Project	Year	Site	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
Sch	13DSG	2013	78050	A/W Design Improvements	\$ 200,000	\$ 147,565	\$ -	\$ 52,435	\$ 147,565
Sch	13FLR	2013	19010	Admin Building Flooring	35,000	5,109	-	29,891	5,109
	14000	2014	78050	A/W Auditorium Lighting Upgrades	75,000	9,322	-	65,678	9,322
	16855	2016	78050	A/W Locker Replacement	125,000	12,164	-	112,836	12,164
	17714	2017	78050	A/W Window/Siding Replacement	275,000	34,399	-	240,601	34,399
	17727	2017	78050	A/W Bleacher Replacement	100,000	22,675	-	77,325	22,675
	17780	2017	78050	A/W Playground Upgrades	75,000	16,716	9,295	67,579	7,421
	17782	2017	78050	A/W ADA Upgrades	75,000	3,256	-	71,744	3,256
	17802	2017	78050	A/W Asphalt/Sidewalk Repair	75,000	734	-	74,266	734
	17860	2017	78050	A/W Generator/Hardware	100,000	5,546	-	94,454	5,546
	18728	2018	78050	A/W Doors/Entries	100,000	727	-	99,273	727
	18759	2018	78050	A/W Water Quality Improvements	125,000	42,487	7,295	89,808	35,192
	18802	2018	78050	A/W Asphalt/Sidewalk Repair	150,000	97,876	-	52,124	97,876
	18851	2018	78010	A/W Portables/Outbuildings	75,000	2,750	438	72,688	2,312
	18860	2018	78050	A/W Generator/Hardware	75,000	17,144	-	57,856	17,144
	19714	2019	78050	A/W Window/Siding Replacement	150,000	126,309	4,736	28,427	121,573
	19758	2019	78050	A/W Electrical/Lighting	150,000	4,831	4,217	149,385	615
	19782	2019	78050	A/W ADA Upgrades	75,000	19,341	-	55,659	19,341
	19802	2019	78050	A/W Asphalt/Sidewalk Repair	150,000	150,000	-	-	150,000
	19803	2019	78050	A/W Elevator Upgrades	50,000	50,000	-	-	50,000
	19856	2019	78050	A/W Security/Safety	300,000	68,350	-	231,650	68,350
	19860	2019	78050	A/W Generator/Hardware	50,000	50,000	-	-	50,000
	19801	2019	72010	Homer High Boiler Replacement	425,000	21,926	16,049	419,123	5,877
	KSELO	2019	71065	KSELO New School Construction	10,010,000	10,010,000	-	-	10,010,000
	20728	2020	78050	A/W Doors/Entries	100,000	90,134	-	9,866	90,134
	20755	2020	78050	A/W Flooring Upgrades	125,000	15,161	9,691	119,530	5,470
	20756	2020	78050	A/W Asbestos Removal/Repair	75,000	75,000	31,325	31,325	43,675
	20758	2020	78050	A/W Electrical/Lighting	125,000	33,773	28,043	119,269	5,731
	20759	2020	78050	A/W Water Quality Improvements	100,000	100,000	39,307	39,307	60,693
	20780	2020	78050	A/W Playground Upgrades	75,000	75,000	-	-	75,000
	20782	2020	78050	A/W ADA Upgrades	75,000	75,000	-	-	75,000
	20801	2020	78050	A/W HVAC/DDC/Boiler Upgrades	1,225,000	1,022,974	240,121	442,147	782,853
	20803	2020	78050	A/W Elevator Upgrades	50,000	50,000	-	-	50,000
	20855	2020	78050	A/W Locker Replacement	75,000	75,000	-	-	75,000
	20856	2020	78050	A/W Security/Safety	100,000	100,000	-	-	100,000
	20860	2020	78050	A/W Generator/Hardware	50,000	48,415	-	1,585	48,415
	20PRP	2020	73030/20	Kenai Intensive Needs Remodel	410,000	18,092	10,834	402,742	7,258
	20CON	2020	71(2)010	Chapman Remodel/Homer HS DDC	1,000,000	999,480	261,064	261,583	738,417
	20FLR	2021	73040	Kaleidoscope Floor Replacement	110,000	110,000	84,738	84,738	25,262
	21714	2021	78050	A/W Window/Siding Replacement	100,000	100,000	-	-	100,000
	21755	2021	78050	A/W Flooring Upgrades	175,000	175,000	-	-	175,000
	21756	2021	78050	A/W Asbestos Removal/Repair	75,000	75,000	-	-	75,000
	21758	2021	78050	A/W Electrical/Lighting	125,000	125,000	-	-	125,000
	21759	2021	78050	A/W Water Quality Improvements	50,000	50,000	-	-	50,000
	21801	2021	78050	A/W HVAC/DDC/Boiler Upgrades	75,000	75,000	-	-	75,000
	21802	2021	78050	A/W Asphalt/Sidewalk Repair	100,000	100,000	-	-	100,000
	21803	2021	78050	A/W Elevator Upgrades	75,000	75,000	-	-	75,000
	21851	2021	78010	A/W Portables/Outbuildings	75,000	75,000	19,101	19,101	55,899
	21855	2021	78050	A/W Locker Replacement	75,000	75,000	-	-	75,000
	21856	2021	78050	A/W Security/Safety	100,000	100,000	-	-	100,000
	21860	2021	78050	A/W Generator/Hardware	50,000	50,000	-	-	50,000
	21ADA	2021	78050	A/W ADA Upgrades	75,000	75,000	-	-	75,000
	21DRS	2021	78050	A/W Doors/Entries	100,000	100,000	-	-	100,000

Project Totals \$ 17,965,000 \$ 15,057,257 \$ 766,254 \$ 3,673,997 \$ 14,291,003

Beginning Fund Balance 7/1/20 \$ 3,537,309

Funds Provided:

	FY21 Transfer from General Fund	\$ 1,250,000	
13DSG	Local Contribution - KPBSD Design	147,565	
13FLR	Local Contribution - KPBSD Admin Bldg Floor	5,109	
20FLR	Local Contribution - Kaleidoscope Flooring	110,000	
KESLO	AK Dept of Education & Early Development	10,010,000	
	Miscellaneous Revenue	1,813	
	Total Funds Provided		11,524,486

Funds applied - current year expenditures (766,254)

Funds obligated to existing projects (14,291,003)

Projects completed, cancelled or other funding source identified -

Funds available for appropriation and for future capital expansion plans \$ 4,539

Bond Projects - Fund 401

Balances through September 30, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
11SCH	2011	KPBSD Roof Replacements	\$ 16,894,646	\$ 25,523	\$ -	\$ 16,869,123	\$ 25,523
14SCH	2014	FY14 School Roofs/Homer Field	61	61	-	-	61
20SCH	2020	FY20 School Roof Replacements	2,477,302	2,385,278	777,127	869,152	1,608,151
21SCH	2021	FY21 School Bond Refinance	15,000	15,000	12,653	12,653	2,347
Project Totals			<u>\$ 19,387,009</u>	<u>\$ 2,425,861</u>	<u>\$ 789,779</u>	<u>\$ 17,750,927</u>	<u>\$ 1,636,082</u>
Beginning Fund Balance 7/1/20							\$ 2,606,524
Funds Provided:							
FY21 School Bond (FY14 issued) Interest						\$ 161	
FY21 Bond Proceeds						<u>15,000</u>	
Total Funds Provided							15,161
Funds applied - current year expenditures							(789,779)
Funds obligated to existing projects							(1,636,082)
Projects completed or cancelled							<u>-</u>
Funds available for appropriation and for future capital expansion plans							<u>\$ 195,823</u>

General Government Projects - Fund 407

Balances through September 30, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
14MAN	2014	Manatron Software Upgrade	\$ 75,000	\$ 73,800	\$ -	\$ 1,200	\$ 73,800
15SOF	2015	Software Upgrade	75,000	64,364	-	10,636	64,364
16KRC	2016	River Center Bldg Repairs	49,000	12,395	-	36,605	12,395
19407	2019	Card Entry Security System	150,000	31,411	-	118,589	31,411
Project Totals			<u>\$ 349,000</u>	<u>\$ 181,970</u>	<u>\$ -</u>	<u>\$ 167,030</u>	<u>\$ 181,970</u>
Beginning Fund Balance 7/1/20							\$ 735,481
Funds Provided:							
FY21 Transfer from General Fund						<u>\$ 250,000</u>	
Total Funds Provided							250,000
Funds applied - current year expenditures							-
Funds obligated to existing projects							(181,970)
Projects completed or cancelled							<u>-</u>
Funds available for appropriation and for future capital expansion plans							<u>\$ 803,511</u>

Solid Waste Projects - Fund 411

Balances through September 30, 2020

	Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
Bond	17SWB	2017	SW CPL Equip/Plan/Design/Construction	\$ 5,999,365	\$ 497,442	\$ -	\$ 5,501,923	\$ 497,442
	18CDE	2018	FY18 C&D Cell Expansion	350,000	88,762	309	261,546	88,454
	18GAS	2018	Landfill Gas to Energy Project	100,000	29,400	-	70,600	29,400
	19CDE	2019	FY19 C&D Cell Expansion	50,000	50,000	-	-	50,000
	19HLC	2019	FY19 SW-Homer Landfill Closure - Phase 2	2,702,000	2,503,754	7,017	205,263	2,496,737
	20FUN	2020	Funny River Transfer Site Expansion	670,525	486,185	2,586	186,926	483,599
	21DMP	2021	Dumpster Replacement	100,000	100,000	-	-	100,000
	21HMR	2021	Excavator Hammer/Breaker	38,000	38,000	-	-	38,000
	21TRN	2021	Loader Transmission	85,000	85,000	-	-	85,000
	21UNC	2021	Excavator Undercarriage	56,000	56,000	-	-	56,000
Project Totals				<u>\$ 10,150,890</u>	<u>\$ 3,934,543</u>	<u>\$ 9,911</u>	<u>\$ 6,226,258</u>	<u>\$ 3,924,632</u>

	Capt Proj Fund	Closure/Post	17SWB Bond	Total
Beginning Fund Balance 7/1/20	\$ 1,222,187	\$ 9,513,992	\$ 608,401	\$ 11,344,580
Funds Provided:				
FY21 Transfer from Operating Fund	250,000			
FY21 Interest Earnings	14,968			
FY21 Transfer for Closure/Post		947,940		
FY21 Interest Earnings on 17SWB Bond Proceeds			39	1,212,947
Funds applied - current year expenditures	(2,894)	(18,906)	-	(21,800)
Funds obligated to existing projects	(930,453)	(2,496,737)	(497,442)	(3,924,632)
Projects completed or cancelled	-	-	-	-
Funds available for approp. and future capital expansion plans	<u>\$ 553,808</u>			553,808
Closure/post closure liability		<u>\$ 7,946,289</u>		\$7,946,289
Funds restricted for SWD bond			<u>\$ 110,998</u>	\$110,998
Ending fund balance				<u>\$ 8,611,094</u>

Road Service Area Projects - Fund 434

Balances through September 30, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
2014 DCCED for Borough Wide Road Grant (\$100,000)							
14JAC	2014	Jacobs Ladder Repair	\$ 100,000	\$ 32,613	\$ -	\$ 67,387	\$ 32,613
2016-17 North Road Extension							
16NRD	2016	North Road Extension	7,123,591	2,443,594	404,210	5,084,207	2,039,384
2019 Road CIP Projects (\$2,428,000)							
19CIP	2019	Borough Wide FY19 Local Funds	542,806	542,806	-	-	542,806
C2DIA	2017	Diane St/Glacier Ave	10,000	10,000	-	-	10,000
S7TRA	2017	Tracy Ave	10,000	10,000	-	-	10,000
W7IGL	2017	Divine Estates/Igloo-Dana Bayes	10,000	10,000	-	-	10,000
S5BDR	2019	Flintlock Ln/Bidarki Dr/Bridger Rd	383,450	46,505	2,210	339,155	44,295
S7GLE	2019	Glenn Rd/Kipling Cir	482,933	42,507	-	440,426	42,507
S7HLR	2019	Hulter Road	606,486	587,519	677	19,644	586,842
W4TIM	2019	Tim Ave/Muir St/Creek View Rd	302,940	15,741	1,035	288,235	14,705
W6TER	2019	Tern Cir/Jacnjil Cir/Jitney Cir	79,385	79,385	-	-	79,385
			2,428,000				
2020 Road CIP Projects (\$2,519,000)							
20CIP	2020	Borough Wide FY20 Local Funds	69,456	69,456	-	-	69,456
20GRV	2020	FY20 Borough Gravel Projects	130,544	3,438	-	127,106	3,438
20WRT	2020	Warranty Funds	20,000	20,000	-	-	20,000
S7WAL	2020	Walters St/Wilderness Ln	1,006,500	948,017	1,511	59,994	946,506
S8BSG	2020	Basargin Rd	1,155,000	1,068,340	406,637	493,297	661,703
W6ROC	2020	Roosevelt Cir	137,500	127,024	69,772	80,247	57,253
			2,519,000				
20431	2020	Inspector Vehicle	39,175	6,792	-	32,383	6,792
2021 Road CIP Projects (\$2,347,400)							
21GRV	2021	FY21 Borough Gravel Projects	300,000	300,000	-	-	300,000
C2MRR	2021	Moose River Dr/River Ridge Rd	150,000	150,000	-	-	150,000
E2FER	2021	Ferrin Road	253,500	253,500	-	-	253,500
S7MAN	2021	Mansfield Ave	627,700	627,700	-	-	627,700
S8BGN	2021	Basargin Road	871,200	871,200	-	-	871,200
W2CRE	2021	Creary Circle	145,000	145,000	-	-	145,000
			2,347,400				
Project Totals			\$ 14,557,166	\$ 8,411,137	\$ 886,052	\$ 7,032,081	\$ 7,525,085
Beginning Fund Balance 7/1/20							\$ 8,791,267
Funds Provided:							
FY21 Transfer from Operating Fund						\$ 2,300,000	
FY21 Interest Earnings						14,029	
14JAC	DCCED Boro Wide Improvement					32,613	
16NRD	US Dept. of Transportation					2,443,594	
Total Funds Provided						4,790,237	
Funds applied - current year expenditures							(886,052)
Funds obligated to existing projects							(7,525,085)
Projects completed or cancelled by Service Area Board Action							-
Funds available for appropriation and for future capital expansion plans							\$ 5,170,367

Nikiski Fire Projects - Fund 441

Balances through September 30, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
16412	2016	Roadway Emergency Signs	\$ 75,000	\$ 5,568	\$ -	\$ 69,432	\$ 5,568
18411	2018	ST 1 Repairs/Maintenance	157,500	90,672	1,658	68,486	89,014
18412	2018	ST 1 Exhaust Removal System	100,000	97,910	-	2,090	97,910
19411	2019	NFSA Fire ST 3 New Construction	4,719,000	2,905,782	939,681	2,752,899	1,966,101
19412	2019	Parking Lot Repairs ST 1 & 2	100,000	7,750	-	92,250	7,750
19413	2019	Fire Station Alerting Systems	102,833	1,501	-	101,332	1,501
19GEN	2019	Emergency Generator/Parts	92,000	2,096	-	89,904	2,096
20412	2020	Emergency Response Vehicle	75,000	7,843	2,904	70,060	4,940
20413	2020	Enclosed Conex Carport	150,000	141,953	-	8,047	141,953
21411	2021	NFSA Emerg Response Truck & Plow	75,000	75,000	-	-	75,000
21412	2021	NFSA Station 2 Lighting	40,000	40,000	-	-	40,000
21413	2021	NFSA Air Pack Compressor	150,000	150,000	65,302	65,302	84,698
Project Totals			<u>\$ 5,836,333</u>	<u>\$ 3,526,075</u>	<u>\$ 1,009,545</u>	<u>\$ 3,319,803</u>	<u>\$ 2,516,530</u>

Beginning Fund Balance 7/1/20	\$ 3,823,657
Funds Provided:	
FY21 Transfer from Operating Fund	\$ 400,000
FY21 Interest Earnings	<u>6,546</u>
Total Funds Provided	406,546
Funds applied - current year expenditures	(1,009,545)
Funds obligated to existing projects	(2,516,530)
Projects completed or cancelled by Service Area Board Action	<u>-</u>
Funds available for appropriation and for future capital expansion plans	<u><u>\$ 704,127</u></u>

Bear Creek Fire Service Area Projects - Fund 442

Balances through September 30, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
14421	2014	Dispatch/Communication Equip	\$ 25,000	\$ 2,547	\$ 1,204	\$ 23,658	\$ 1,342
19422	2019	SCBA Bottle Replacement	20,786	20,786	-	-	20,786
20421	2020	Turnout Gear	10,820	10,820	-	-	10,820
21421	2021	Heavy Rescue Engine	400,000	400,000	-	-	400,000
Project Totals			\$ 456,606	\$ 434,153	\$ 1,204	\$ 23,658	\$ 432,948
Beginning Fund Balance 7/1/20							\$ 486,496
Funds Provided:							
FY21 Transfer from Operating Fund						\$ 100,000	
FY21 Interest Earnings						778	
Total Funds Provided							100,778
Funds applied - current year expenditures							(1,204)
Funds obligated to existing projects							(432,948)
Projects completed or cancelled by Service Area Board Action							-
Funds available for appropriation and for future capital expansion plans							<u>\$ 153,122</u>

Central Emergency Services Projects - Fund 443

Balances through September 30, 2020

	Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
	12469	2012	Training Facility Relocation	\$ 344,200	\$ 57,541	\$ 1,113	\$ 287,772	\$ 56,428 *
Bond	16CES	2016	Emergency Response Vehicles	2,785,629	35,241	868	2,751,257	34,373
	18461	2018	Fire Station Alerting System	400,000	50,953	13,617	362,664	37,336
	19461	2019	SCBA Compressor	450,000	170,511	-	279,489	170,511
	19465	2019	Mobile Data Terminals	35,000	26,668	-	8,332	26,668
	19469	2019	Training Site Phase 2 Expansion	150,000	150,000	-	-	150,000
Grant	19TKR	2019	CES Pumper/Tanker	662,300	32,029	4,526	634,796	27,504
	20461	2020	CES Station 1 Land Acquisition	900,000	900,000	1,748	1,748	898,252
	20462	2020	CES Ambulance	262,235	218,286	-	43,949	218,286
Bond	20CES	2020	Emergency Response Vehicles	1,611,196	215,113	-	1,396,083	215,113
	20FTK	2020	FY20 CES Fire Truck	750,000	3,888	-	746,112	3,888
	21461	2021	CES Staff Vehicle	60,000	60,000	-	-	60,000
	21462	2021	Hose Replacement	50,000	50,000	-	-	50,000
Project Totals				<u>\$ 8,460,560</u>	<u>\$ 1,970,229</u>	<u>\$ 21,871</u>	<u>\$ 6,512,203</u>	<u>\$ 1,948,357</u>

	Capl Proj Fund	16CES Bond	20CES Bond	Total
Beginning Fund Balance 7/1/20	\$ 1,912,589	\$ 50,649	\$ 215,113	\$ 2,178,351
Funds Provided:				
FY21 Transfer from Operating Fund	600,000			
FY21 Interest Earnings	2,510			
19TKR State of AK Dept CCED	17,149			
20FTK Insurance Proceeds	16,137			
FY21 Interest Earnings on 16CES Bond Proceeds		16		635,812
Funds applied - current year expenditures	(21,003)	(868)	-	(21,871)
Funds obligated to existing projects	(1,698,872)	(34,373)	(215,113)	(1,948,357)
Projects completed or cancelled by Service Area Board Action	56,428	-	-	56,428 *
Funds avail. for approp. and for future capital expansion plans	<u>\$ 884,938</u>			884,938
Funds restricted for 16CES bond		<u>\$ 15,425</u>		15,425
Funds restricted for 20CES bond			<u>\$ -</u>	-
Ending fund balance				<u>\$ 900,363</u>

Anchor Point Fire Service Area Projects - Fund 444

Balances through September 30, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
11TNK	2011	Water Storage Tank Installation	\$ 50,000	\$ 16,438	\$ -	\$ 33,562	\$ 16,438
18441	2018	Emergency Water Fill Site FY18	100,000	9,665	317	90,653	9,347
19441	2019	Emergency Water Fill Site FY19	100,000	68,511	1,404	32,894	67,106
20441	2020	Command Vehicle	60,000	3,473	2,525	59,052	948
21441	2021	Emergency Water Fill Site FY21	125,000	125,000	-	-	125,000
Project Totals			\$ 435,000	\$ 223,086	\$ 4,247	\$ 216,161	\$ 218,840

Beginning Fund Balance 7/1/20	\$ 239,514
Funds Provided:	
FY21 Transfer from Operating Fund	\$ 100,000
FY21 Interest Earnings	388
Total Funds Provided	<u>100,388</u>
Funds applied - current year expenditures	(4,247)
Funds obligated to existing projects	(218,840)
Projects completed or cancelled by Service Area Board Action	<u>-</u>
Funds available for appropriation and for future capital expansion plans	<u>\$ 116,815</u>

Kachemak Service Area Projects - Fund 446

Balances through September 30, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
17482	2017	ST 2 Water Tank/Generator	\$ 25,000	\$ 6,962	\$ -	\$ 18,038	\$ 6,962
21482	2021	ST 2 Generator	35,000	35,000	-	-	35,000
21483	2021	Command Vehicle	80,000	80,000	-	-	80,000
21484	2021	Repeater Upgrade	40,000	40,000	-	-	40,000
21485	2021	ST 1 Well Replacement/Paving	35,000	35,000	-	-	35,000
Project Totals			\$ 215,000	\$ 196,962	\$ -	\$ 18,038	\$ 196,962

Beginning Fund Balance 7/1/20	\$ 127,852
Funds Provided:	
FY21 Transfer from Operating Fund	\$ 100,000
FY21 Interest Earnings	214
Total Funds Provided	<u>100,214</u>
Funds applied - current year expenditures	-
Funds obligated to existing projects	(196,962)
Projects completed or cancelled by Service Area Board Action	<u>-</u>
Funds available for appropriation and for future capital expansion plans	<u>\$ 31,105</u>

Communication Center 911 Projects - Fund 455

Balances through September 30, 2020

Year Project Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
Totals		\$ -	\$ -	\$ -	\$ -	\$ -
	Beginning Fund Balance 7/1/20					\$ 10,889
	Funds applied - current year expenditures					-
	Funds obligated to existing projects					-
	Projects completed or cancelled					-
	Funds available for appropriation and for future capital expansion plans					<u>\$ 10,889</u>

North Peninsula Recreation Projects - Fund 459

Balances through September 30, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
19451	2019	Community Center Remodel	\$ 355,000	\$ 328,580	\$ -	\$ 26,420	\$ 328,580
20452	2020	Fitness Equipment	75,000	75,000	-	-	75,000
20453	2020	Furniture/Furnishings	60,000	60,000	-	-	60,000
20455	2020	Pool Boiler/HVAC Replacements	725,000	541,801	272,421	455,620	269,380
21451	2021	Pool Admin Roof Replacement	150,000	150,000	1,813	1,813	148,187
21455	2021	Pool HVAC/BAS System	187,000	187,000	770	770	186,230
Project Totals			<u>\$ 1,552,000</u>	<u>\$ 1,342,381</u>	<u>\$ 275,004</u>	<u>\$ 484,622</u>	<u>\$ 1,067,378</u>

Beginning Fund Balance 7/1/20	\$ 1,406,278
Funds Provided:	
FY21 Transfer from Operating Fund	\$ 200,000
FY21 Interest Earnings	2,349
Total Funds Provided	<u>202,349</u>
Funds applied - current year expenditures	(275,004)
Funds obligated to existing projects	(1,067,378)
Projects completed or cancelled by Service Area Board Action	<u>-</u>
Funds available for appropriation and for future capital expansion plans	<u>\$ 266,246</u>

Central Peninsula Hospital Projects - Fund 490

Balances through September 30, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance
Provided by Bond Proceeds							
14CPH	2014	CPH Specialty Clinic Bld	\$ 41,249,563	\$ 93,027	\$ -	\$ 41,156,536	\$ 93,027
18CPH	2018	CPH OB/Cath Lab	29,140,645	142,278	-	28,998,367	142,278
Funds Provided by Hospital Plant Replacement Fund							
15IMG	2015	CPH Imaging Dept Project	8,153,785	75,622	-	8,078,163	75,622
17OBL	2017	CPH OB/Cardiac Cath Lab	10,215,000	979,999	48,048	9,283,049	931,951
20D1R	2020	FY20 COVID-19 CPGH	400,000	400,000	-	-	400,000
Total Funds Provided by Hospital Plant Replacement Fund			18,768,785	1,455,621	48,048	17,361,213	1,407,573
Project Totals			\$ 89,158,993	\$ 1,690,926	\$ 48,048	\$ 87,516,115	\$ 1,642,878

	Capt Proj Fund	KHCTR	CPH Bonds	Total
Beginning Fund Balance 7/1/20	\$ 783,707	\$ 789,483	\$ 1,060,014	\$ 2,633,203
Funds Provided:				
15IMG CPH Local Contribution - CPH Imaging Center		75,622		
17OBL CPH OB / Card Cath Lab		979,999		
20D1R CPH Local Contribution - COVID-19		400,000		
FY21 Interest Earnings		4,826		
FY21 Interest Earnings KHCTR			1,233	
FY21 Interest Earnings on CPH Bond Proceeds			69	1,461,750
Funds applied - current year expenditures	(48,048)	-	-	(48,048)
Funds obligated to existing projects	(1,407,573)	-	(235,306)	(1,642,878)
Projects completed or cancelled	-	-	-	-
Funds available for approp. and future capital projects	<u>\$ 788,533</u>			788,533
Funds restricted For Kenai Health Center Maintenance		<u>\$ 790,716</u>		790,716
Funds restricted for CPH bonds			<u>\$ 824,778</u>	824,778
Ending fund balance				<u>\$ 2,404,026</u>

South Peninsula Hospital Projects - Fund 491

Balances through September 30, 2020

Project	Year Appropriated	Project Description	Authorized Amount	FY21 Budget	Expend FY21	Total LTD Expenditures	Unexpended Balance	
Funds Provided by Local Funds								
Bond	17SPM	2017	Homer Medical Center	\$ 3,021,024	\$ 50,776	\$ -	\$ 2,970,247	\$ 50,776
	18SHF	2018	Patient Monitoring System Upgrades	122,800	122,800	-	-	122,800
	18SHJ	2018	Elevator Upgrade	83,000	55,317	-	27,684	55,317
	19SHE	2019	Access Control/Security Cameras	95,000	24,556	-	70,444	24,556
	20SHC	2020	CT Scanner	2,145,314	2,061,757	11,914	95,471	2,049,843
	20SHD	2020	HIS Server Replacement	114,894	1,841	-	113,053	1,841
	20SHE	2020	Steris 1E	111,737	57,529	-	54,208	57,529
	20SHF	2020	Fire Alarm Upgrade	105,000	50,190	-	54,810	50,190
	20SHG	2020	Micro Analyzer	86,670	16,670	-	70,000	16,670
	20SHL	2020	Virtual Server Replacement	25,200	584	-	24,616	584
	20SHN	2020	Glidescope	19,433	4,338	-	15,095	4,338
	20SHP	2020	Bladderscan	15,375	5,055	-	10,320	5,055
	20SHU	2020	Blood Plasma Thawer	4,915	99	-	4,816	99
	20DTK	2020	Deaerator Tank	470,000	451,124	74,460	93,336	376,664
	20STB	2020	Steris Orthovision Table	25,800	4,001	-	21,799	4,001
	21SHC	2021	SPH Roof Replacement	325,000	325,000	317	317	324,683
	21SHD	2021	Nuclear Medicine System	303,673	303,673	-	-	303,673
	21SHE	2021	Staff Locator Badge System	225,000	225,000	-	-	225,000
	21SHF	2021	X-Ray Machine Specialty Clinic	190,637	190,637	-	-	190,637
	21SHG	2021	SPH Wi-Fi System	172,500	172,500	-	-	172,500
	21SHH	2021	C-Arm Imaging Equipment	133,000	133,000	-	-	133,000
	21SHI	2021	Innovian Software Upgrade	126,838	126,838	-	-	126,838
	21SHJ	2021	EKG Storage System	122,156	122,156	-	-	122,156
	21SHK	2021	Long-Term Care Beds	78,595	78,595	-	-	78,595
	21SHL	2021	Apollo Anesthesia Machines	64,454	64,454	-	-	64,454
	21SHM	2021	Phaco Machine	63,500	63,500	-	-	63,500
	21SHN	2021	Birthing Beds	59,280	59,280	-	-	59,280
	21SHO	2021	Timekeeper/HR Software	55,000	55,000	-	-	55,000
	21SHP	2021	EKG Cart - Muse Compatible	41,247	41,247	-	-	41,247
	21SHQ	2021	Uninterruptible Power Source	39,300	39,300	-	-	39,300
	21SHR	2021	Holter Monitor System	39,298	39,298	-	-	39,298
	21SHS	2021	Video Bronchoscope	35,784	35,784	-	-	35,784
	21SHU	2021	Homer Medical Clinic Lobby Remodel	30,500	30,500	-	-	30,500
	21SHV	2021	Fees Swallowing System	27,290	27,290	-	-	27,290
	21SHW	2021	Virtual Server	24,616	24,616	-	-	24,616
	21SHX	2021	Panda iRes Bedded Warmer	21,086	21,086	-	-	21,086
	21SHY	2021	Ultrasound Machines/Probes	72,975	72,975	-	-	72,975
	21SHZ	2021	Various Minor Hospital Equip/Software	150,882	150,882	-	-	150,882
Total Funds Provided by Local Funds			8,848,773	5,309,249	86,691	3,626,214	5,222,558	
Funds Provided by Hospital Plant Replacement Fund								
	19MON	2019	Patient Monitors	756,000	80,050	-	675,950	80,050
	21MRF	2021	Homer Medical Clinic Roof	360,000	360,000	-	-	360,000
	21SHA	2021	Nuclear Medicine Renovations	606,000	606,000	-	-	606,000
	21SHB	2021	Remodel Kachemak Prof Building	500,000	500,000	-	-	500,000
Total Funds Provided by Hospital Plant Replacement Fund			2,222,000	1,546,050	-	675,950	1,546,050	
Project Totals			\$ 11,070,773	\$ 6,855,299	\$ 86,691	\$ 4,302,164	\$ 6,768,608	
					Capt Proj Fund	17SPH/M Bond	Total	
Beginning Fund Balance 7/1/20					\$ 3,764,346	\$ 72,544	\$ 3,836,890	
Funds Provided:								
FY21 Transfer from Operating Fund					1,700,000			
FY21 Interest Earnings					6,186			
19MON	SPH Local Contribution - Patient Monitors				80,050			
21MRF	SPH Local Contribution - Homer Medical Clinic Roof				360,000			
21SHA	SPH Local Contribution - Nuclear Medicine Reno				606,000			
21SHB	SPH Local Contribution - Kachemak Prof Bldg Reno				500,000			
FY20 Interest Earnings on 17SPH/M Bond Proceeds						4	3,252,241	
Funds applied - current year expenditures					(86,691)	-	(86,691)	
Funds obligated to existing projects					(6,717,832)	(50,776)	(6,768,608)	
Projects completed or cancelled					-	-	-	
Funds available for approp. and future capital expansion plans					\$ 212,060		212,060	
Funds restricted for 17SPH Bond						\$ 21,772	21,772	
Ending fund balance							\$ 233,832	

Kenai Peninsula Borough

Finance Department

MEMORANDUM

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

THRU: Charlie Pierce, Borough Mayor *ch*

THRU: Brandi Harbaugh, Finance Director *Bo*

DATE: November 10, 2020

RE: Investment Report quarter ended 9/30/20

Attached is the Quarterly Investment Report of the Kenai Peninsula Borough for the quarter ending September 30, 2020.

Portfolio Statistics	Quarter Ended 6/30/20	Quarter Ended 9/30/20
Average Daily Balance	\$219,920,708	\$244,293,226
Earned Interest Yield	1.271%	0.959%
Duration in Years	2.08	2.00
Book Value	\$229,737,239	\$273,774,640
Market Value	\$233,131,544	\$276,417,609
Percent % of Market Value	98.54%	99.04%

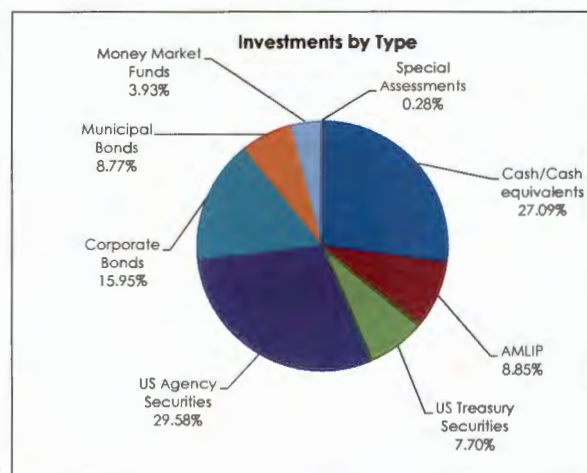
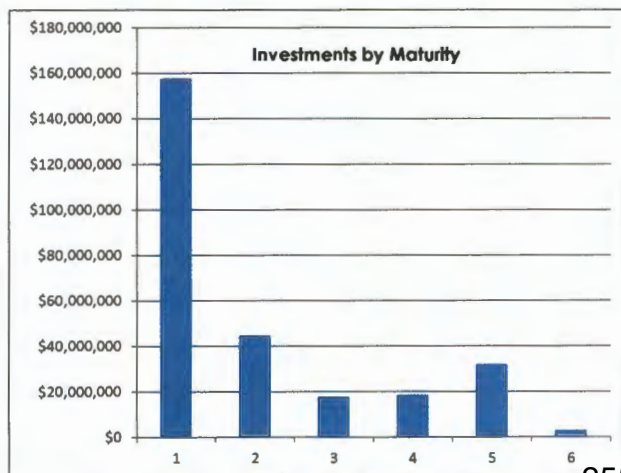
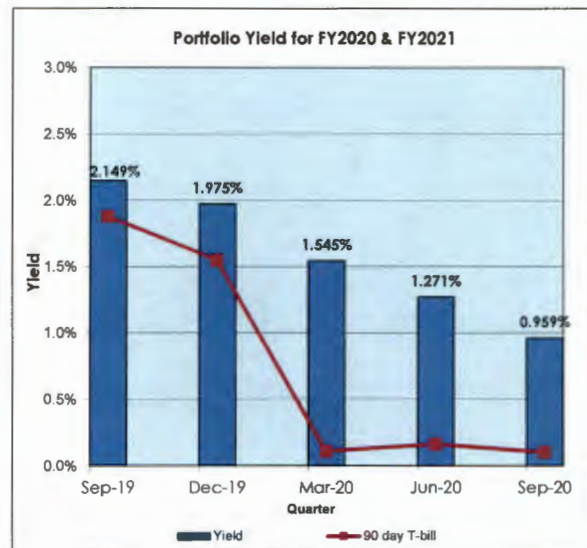
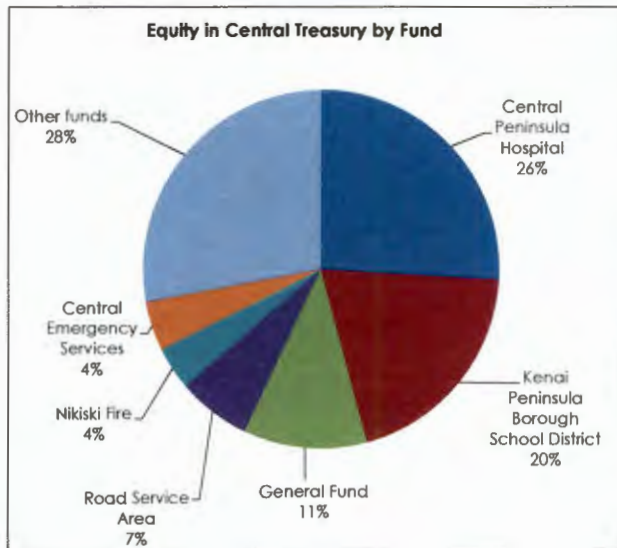
Investment Description	Yield quarter ending 6/30/2020	Yield quarter ending 9/30/2020	Market Value quarter ending 9/30/2020
Cash and Cash Equivalents	0.15%	0.15%	\$74,163,994
AMLIP	0.08%	0.01%	24,227,887
U.S. Treasury Securities	1.92%	0.76%	21,628,481
US Agencies	1.81%	1.50%	81,840,725
Corporate Bonds	2.10%	1.88%	44,642,406
Municipal Bonds	2.31%	2.20%	18,396,664
Money Market Mutual Funds	0.05%	0.01%	10,748,930
Special Assessments	5.56%	5.66%	768,522
Total			\$276,417,609

Major Categories:	Percentage of Portfolio	Book Value quarter ending 9/30/20
Bond related funds	4.67%	\$12,780,423
CARES Advance funding	4.03%	11,030,290
Hospital plant/equipment replacement funds (PERF)-unobligated	20.92%	57,270,475
School District	19.88%	54,427,834
Capital Project fund restrictions	19.87%	54,406,181
Special Revenue funds restrictions	18.49%	50,615,528
Internal Service/Agency fund restrictions	5.89%	16,115,758
General Fund	6.25%	17,128,151
Total	100.00%	\$273,774,640

INVESTMENT PORTFOLIO
September 30, 2020

	Par Value	Purchase Price	Fair Value 9/30/2020
Investments by Borough Finance Director			
CORPORATE	9,498,000.00	9,612,360.00	9,605,184.87
COMMERCIAL PAPER	0.00	0.00	0.00
MUNICIPAL	0.00	0.00	0.00
AGENCY	32,050,000.00	32,330,820.36	32,319,182.50
US TREASURY	10,000,000.00	10,212,378.30	10,195,400.00
Total Investment by Borough Finance Director:	51,548,000.00	52,155,558.66	52,119,767.37
Investment with External manager:			
CORPORATE	33,826,000.00	34,050,564.89	35,037,221.20
MUNICIPAL	17,710,000.00	18,135,801.80	18,396,664.30
AGENCY	48,402,387.07	48,648,232.27	49,521,542.01
US TREASURY	10,800,000.00	10,875,149.46	11,433,081.00
Total Security Investment with External manager:	110,738,387.07	111,709,748.42	114,388,508.51
TOTAL SECURITY INVESTMENTS	162,286,387.07	163,865,307.08	166,508,275.88
CASH & CASH EQUIVALENTS	109,140,811.42	109,140,811.42	109,140,811.42
SPECIAL ASSESSMENTS	768,521.92	768,521.92	768,521.92
TOTAL PORTFOLIO	272,195,720.41	273,774,640.42	276,417,609.22

Investment Portfolio - Purchase Price	\$ 164,320,834.76
Investment Portfolio - Fair Value 9/30/20	166,963,803.56
Fair Value Adjustment - 9/30/20	2,642,968.80
Fair Value Adjustment - 6/30/20	3,394,305.27
Change in Fair Value FY2021	\$ (751,336.47)





ALASKA PERMANENT
CAPITAL MANAGEMENT
Registered Investment Adviser

KENAI PENINSULA BOROUGH - LAND TRUST INVESTMENT FUND

Account Statement - Period Ending September 30, 2020

ACCOUNT ACTIVITY

Portfolio Value on 08-31-20	6,136,930
Contributions	0
Withdrawals	-767
Change in Market Value	-115,603
Interest	26
Dividends	13,172

Portfolio Value on 09-30-20 **6,033,758**

MANAGEMENT TEAM

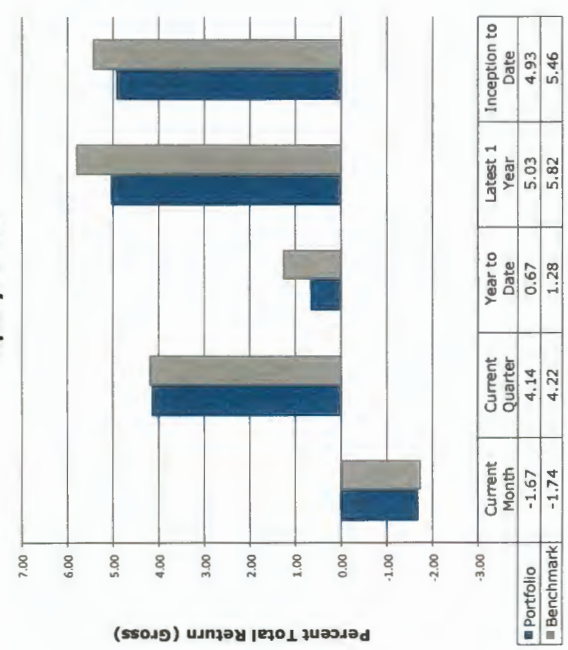
Client Relationship Manager: Amber Frizzell, AIF®
Amber@apcm.net

Your Portfolio Manager: Brandy Niclaj, CFA®

Contact Phone Number: 907/272-7575

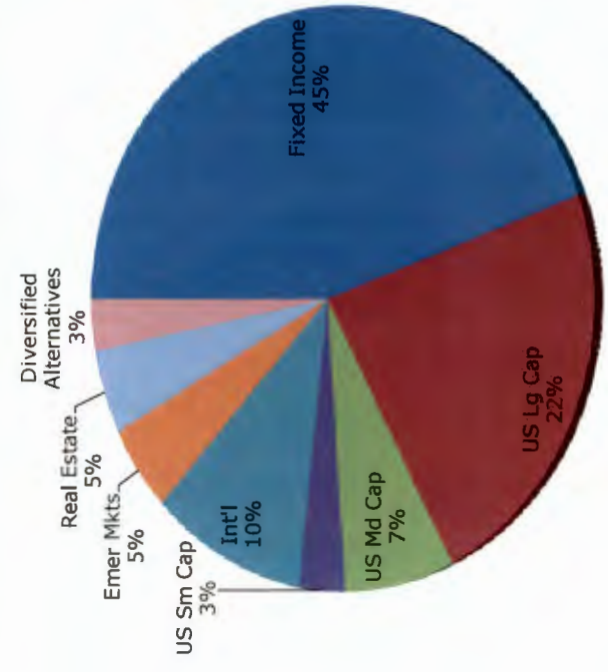
INVESTMENT PERFORMANCE

Current Account Benchmark:
Equity Blend



Performance is Annualized for Periods Greater than One Year

PORTFOLIO COMPOSITION



KENAI PENINSULA BOROUGH - LAND TRUST INVESTMENT FUND

Account Statement - Period Ending August 31, 2020



ALASKA PERMANENT
CAPITAL MANAGEMENT
Registered Investment Adviser

ACCOUNT ACTIVITY

Portfolio Value on 07-31-20	5,979,898
Contributions	0
Withdrawals	-747
Change in Market Value	154,813
Interest	53
Dividends	2,913

Portfolio Value on 08-31-20 6,136,930

MANAGEMENT TEAM

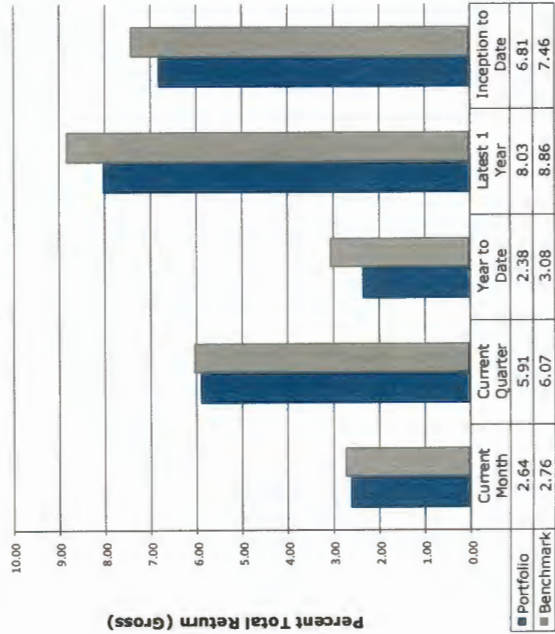
Client Relationship Manager: **Amber Frizzell, AIF®**
Amber@apcm.net

Your Portfolio Manager: **Brandy Niclaj, CFA®**

Contact Phone Number: **907/272-7575**

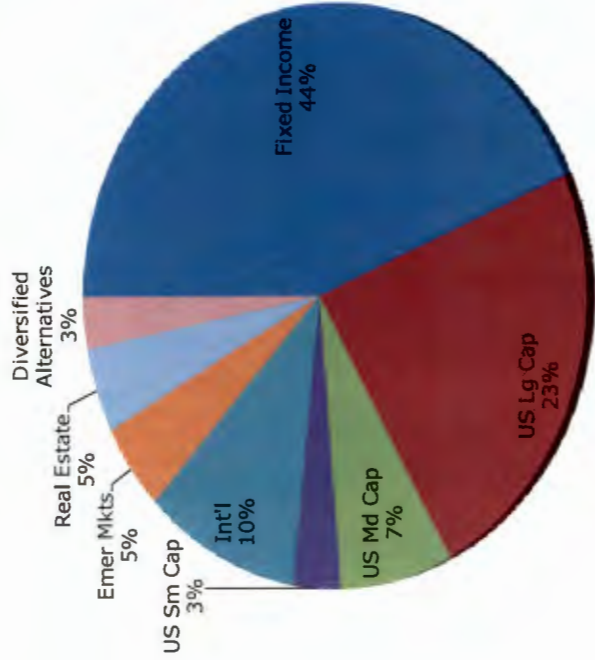
INVESTMENT PERFORMANCE

Current Account Benchmark:
Equity Blend



Performance is Annualized for Periods Greater than One Year

PORTFOLIO COMPOSITION



KENAI PENINSULA BOROUGH - LAND TRUST INVESTMENT FUND

Account Statement - Period Ending July 31, 2020



ALASKA PERMANENT CAPITAL MANAGEMENT
Registered Investment Adviser

ACCOUNT ACTIVITY

Portfolio Value on 06-30-20	5,796,046
Contributions	0
Withdrawals	-725
Change in Market Value	181,531
Interest	74
Dividends	2,973

Portfolio Value on 07-31-20 5,979,898

MANAGEMENT TEAM

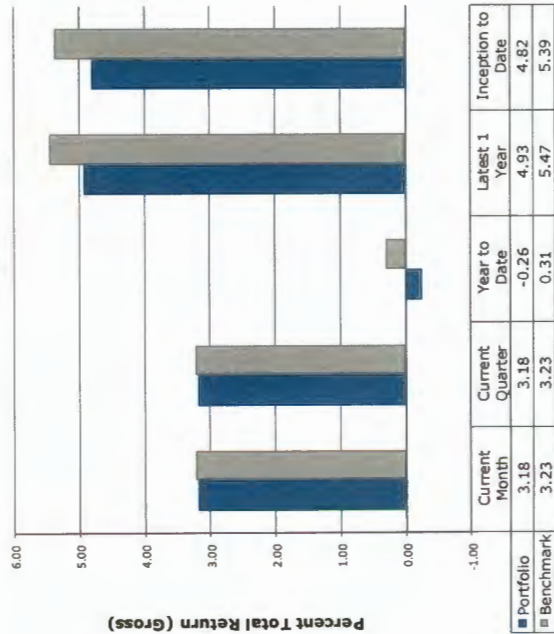
Client Relationship Manager: Amber Frizzell, AIF®
Amber@apcm.net

Your Portfolio Manager: Brandy Niclaj, CFA®

Contact Phone Number: 907/272-7575

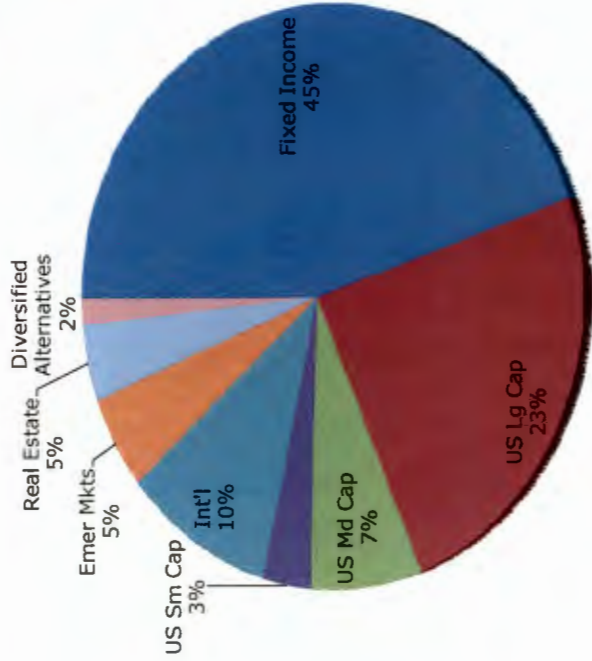
INVESTMENT PERFORMANCE

Current Account Benchmark:
Equity Blend



Performance is Annualized for Periods Greater than One Year

PORTFOLIO COMPOSITION



KENAI PENINSULA BOROUGH
Community & Fiscal Projects

MEMORANDIUM

TO: Charlie Pierce, Mayor
FROM: Brenda Ahlberg, Community & Fiscal Projects Manager
DATE: October 28, 2020
SUBJECT: **FY21-1Q Economic Development Grant Reports**

Attached are the grant reports for the following entities:

KPEDD – Kenai Peninsula Economic Development District

SBDC – Small Business Development Center

Kenai Peninsula Tourism Marketing Council (KPTMC) FY21-1Q report was not available at the time this report was submitted.



KENAI PENINSULA BOROUGH

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

FROM: KPEDD
KPB ACCOUNT: 100.94900.KPEDD.43009

Contract Amount: \$100,000
Ending: June 30, 2021

Financial / Progress Report

Submit Report To:	Project Name: Non-Areawide KPB Economic Development
Brenda Ahlberg	Date: 10/09/2020
Community & Fiscal Projects Manager	Report No.: 1 of 4
Kenai Peninsula Borough	Quarter From: 07/01/20
144 N. Binkley St., Soldotna, AK 99669	To: 09/30/20

FINANCIAL REPORT: FINAL REPORT DUE ON OR BEFORE 07/09/21

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

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

- KPEDD accomplished the following deliverables during the first quarter of fiscal year 2021:
- Gathered regional program and curriculum information for the development of the workforce development website
 - Hosted CENSUS meetings with community leaders to disburse relevant information, collaborate on media and community information dissemination locations, disbursed 20,000 informational cards at key locations around the Kenai Peninsula, hosted CENSUS enumerator training sessions in the building, and shared completion numbers to partners
 - Assisted 380 businesses applying for the State of Alaska CARES Act grant program through information disbursement, application assistance, and state-level advocacy for program regulation changes
 - Advocated for military spousal licensure recognition and reciprocity in the State of Alaska
 - Discussed outreach opportunities with the Manufacturing Extension Program to support manufacturers in the Kenai Peninsula
 - Restructured the current Revolving Loan Fund program in accordance with federal EDA guidelines to expand eligible applicants and loan ranges
 - Began structuring outline for the Regional Economic Resiliency plan
 - Worked with state and federal organizations to promote the use of marine services on the Peninsula

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

Signature: *[Signature]* Date: 10/9/2020
 Printed Name and Title: Tim Dillon, Executive Director



**Alaska Small Business
Development Center**

UAA BUSINESS ENTERPRISE INSTITUTE

Kenai Peninsula

**Alaska Small Business Development Center
1901 Bragaw St., Ste. 199
Anchorage, AK 99508
(907) 786-7201**

FY 2021

First Quarter Report

July 1, 2020 through September 30, 2020

www.AKSBC.org (907) 786-7201

1901 Bragaw Street, Suite 199, Anchorage, AK 99508

ALASKA SBDC CENTERS

Anchorage • Fairbanks • Juneau • Kenai Peninsula • Ketchikan • Mat-Su Valley

Note from the Center Director: Cliff Cochran, Kenai Peninsula Center

The Kenai Peninsula Center for the Alaska SBDC completed its first quarter of FY 2021, providing more invaluable assistance to small business owners facing economic hardship caused by the COVID-19 pandemic. We have worked hard to provide dependable assistance to business owners in need, and we are relieved to hear that everyone who took our advice is going to make it through the winter. While COVID-19 support was again the top topic for the quarter, we are noticing an increase in other areas of advising, which is encouraging.

As mentioned last quarter, the Kenai Peninsula Center was awarded the 2020 SBDC Excellence and Innovation Award for Alaska, and subsequently for Region X of the SBA. This award is given by the SBA to its top SBDC center and ranked the Kenai Peninsula Center above peers in Alaska, Washington, Oregon, and Idaho. This award stratified the Kenai Peninsula Center in the top ten of nearly 1,000 SBDC centers in the United States and its territories. During the first quarter, we received news that the center just missed out on the national award, but we are nonetheless proud of this achievement.

During the first quarter, the SBDC continued to provide strong support for business owners across the peninsula, as we navigated the COVID-19 pandemic and economic fallout. The SBDC worked closely with 96 business owners to preserve 777 jobs and secure another \$4.5 million in disaster assistance. The Kenai Peninsula Center Director also met 19 times with government leaders and lenders to ensure COVID-19 relief programs were efficiently and effectively administered. In addition to business advising, the Alaska SBDC has maintained an online COVID-19 Resource Center, where business owners can find the latest updates for CARES Act programs and more. The Alaska SBDC has hosted a series of free webinars with the latest updates on COVID-19 relief programs for small businesses in Alaska. We are joined by the SBA and The Foraker Group to answer questions asked by participants live. Special guests have included the SBA Office of Disaster Assistance, the Alaska Unemployment Office, the Alaska Department of Commerce, Community, and Economic Development, as well as many more.

The Alaska SBDC received additional funding through the CARES Act and decided to allocate part of it to hire a new business advisor for Homer. The SBDC office in Homer had been vacant for nearly two years, with longtime regional director Bryan Zak's retirement. The Alaska SBDC hired Robert Green as the new Homer Business Advisor at the end of last quarter, and he has been working hard to get ready. During the first quarter, the Kenai Peninsula Center Director provided 15 hours of familiarization training and 8 hours of on-the-job training to help get him ready. Robert has completed all training requirements and will be taking on Homer clients this next quarter. We are excited to have Robert on our team and to bring local SBDC support back to Homer.

We are actively working with clients in every part of the Kenai Peninsula, from the busiest part of the Sterling Highway in Soldotna, to the remote reaches of Hope and Seldovia. We will continue to work tirelessly to support local business owners through business advising, webinars, and no-cost resources.

At a Glance: Kenai Peninsula FY21 Q1 (Jul 1, 2020 - Sep 30, 2020)

Number of Clients Advised

Current Quarter: 116

FY 2021: 116

Jobs Created by Clients

Current Quarter: 8

FY 2021: 8

Business Starts

Current Quarter: 7

FY 2021: 7

Capital Infusion

Current Quarter: \$4,590,563

SBA Loans: \$110,000

Non-SBA: \$4,178,063

Non-Debt Financing: \$397,500

FY 2021: \$4,590,563

Alaska SBDC Kenai Peninsula Center Activity – Historical Comparison

	FY 2019 Q4 4/1/19 - 6/30/20	FY 2020 Q1 7/1/19 - 9/30/19	FY 2020 Q2 10/1/19 - 12/31/19	FY 2020 Q3 1/1/20 - 3/31/20	FY 2020 Q4 4/1/20 - 6/30/20	FY 2021 Q1 7/1/20 - 9/30/20
New business created	11	5	10	8	4	7
Jobs created	21	17	35	22	17	8
Loans (in dollars)	\$1,600,000	\$125,000	\$420,000	\$665,800	\$4,517,588	\$4,193,063
Total capital (loans + equity)	\$1,671,710	\$125,500	\$835,000	\$665,800	\$4,631,308	\$4,590,563
New clients	24	20	19	35	20	13
Total clients	83	69	69	96	125	116
Total advising hours	202.75	300.92	344.33	278.74	288.37	169.23

COVID-19 Impact: Kenai Peninsula (March 9, 2020 - September 30, 2020)

Capital Infusion:

Current Quarter: \$4,552,563

Total: \$8,898,871

Businesses Advised:

Current Quarter: 96 clients

Total: 153 clients

Jobs Supported:

Current Quarter: 647 jobs

Total: 777 jobs

Advising Hours:

Current Quarter: 97 hours

Total: 385 hours

Top 5 Locations Advised:

Soldotna: 52 clients

Homer: 32 clients

Kenai: 27 clients

Seward: 21 clients

Cooper Landing: 6 clients

Top 5 Industries Advised:

Accommodation and Food Service: 38 clients

Healthcare and Social Assistance: 20 clients

Arts and Entertainment: 15 clients

Retail: 15 clients

Agriculture, Forestry, Fishing & Hunting: 11 clients

Summary

This special section details COVID-19 support provided by the Alaska SBDC to businesses on the Kenai Peninsula, including figures from the current quarter and since the pandemic began in March 2020. During the first quarter of FY 2021, the Kenai Peninsula Center Director continued to provide strong support to business owners and local officials. The SBDC has served as a primary point of contact for local business owners looking for information to help with tough economic decisions. This assistance has resulted in \$8.8 million secured from various COVID-19 relief programs. In addition to business advising, the Alaska SBDC has continued to maintain an online COVID-19 Resource Center, which includes weekly webinars featuring the latest news for small businesses in Alaska. The Alaska SBDC prides itself on leading the COVID-19 recovery effort on the Kenai Peninsula and throughout Alaska, and we will continue to work closely with business

owners to ensure they receive the best service in their time of need.

Clients & Advising at a Glance: Kenai Peninsula FY21 Q1 (Jul 1, 2020 - Sep 30, 2020)

Clients by Current Lifecycle

Pre-venture: 10 clients
Startups: 27 clients
In-business: 79 clients

Clients by Industry

Accommodation and Food Service: 32 clients
Healthcare and Social Assistance: 20 clients
Arts and Entertainment: 9 clients
Manufacturer/Producer: 9 clients
Retail: 9 clients
Construction: 8 clients
Service: 8 clients
Agriculture, Forestry, Fishing and Hunting: 7 clients
Transportation/Warehousing: 5 clients
Professional, Scientific and Technical: 2 clients
Administrative and Support: 1 client
Educational Services: 1 client
Information: 1 client
Management Companies: 1 client
Real Estate, Rental and Leasing: 1 client
Research and Development: 1 client
Waste Management: 1 client

Areas of Advising

COVID-19 Support: 97 hours
Financing: 25 hours
Startup Assistance: 19 hours
Managing a Business: 17 hours
Legal Issues: 9 hours

Summary:

Of the 116 entrepreneurs who received advising assistance during the first quarter of FY 2021, 10 were in the pre-venture phase, 27 were startups, and 79 were already in business. Historically, the SBDC meets with nearly equal numbers of pre-venture/startups and firms already in business, but the COVID-19 pandemic has resulted in a record number of established business meetings. Accommodation and food service businesses were some of the hardest hit by the pandemic, so they topped the list for a third straight quarter. Healthcare and arts were also heavily impacted by COVID-19, so they were next on the list. As the economy has started to recover from the pandemic, we're noticing a shift in requested assistance. COVID-19 support decreased from 79%

of total advising time last quarter to 58% in the current quarter. Due to outstanding interest rates on commercial loans, as low as 2.21% fixed in August 2020, financing rose to the second area of advising in the quarter.

Jobs at a Glance: Kenai Peninsula FY21 Q1 (Jul 1, 2020 - Sep 30, 2020)

New Jobs Overview

8 new jobs

7 clients

New Jobs by Industry

Healthcare and Social Assistance: 3 clients (3 jobs)

Accommodation and Food Service: 1 client (2 jobs)

Manufacturer or Producer: 1 client (1 job)

Retail: 1 client (1 job)

Transportation and Warehousing: 1 client (1 job)

Jobs Supported

751 jobs

106 clients

Summary:

During the first quarter of FY 2021, 7 clients reported the creation of 8 new jobs on the Kenai Peninsula. The largest number of new jobs came from healthcare and social assistance. Most of these jobs were in the works prior to the COVID-19 pandemic, but due to complex internal reporting requirements, they were confirmed during the current quarter. The Kenai Peninsula Center again surpassed its record number of jobs supported in a quarter, due to the high volume of established businesses seeking assistance from the COVID-19 disaster. The SBDC has supported all sizes of small businesses, from firms with over 150 employees to owner-operator establishments. Many of the jobs supported by the SBDC were preserved through timely guidance on the Paycheck Protection Program. Now that the summer season has concluded, business owners who participated in COVID-19 relief programs have reported they will likely survive the winter and be ready for 2021.

New Clients at a Glance: Kenai Peninsula FY21 Q1 (Jul 1, 2020 - Sep 30, 2020)

New Clients by Initial Stage

Pre-ventures: 4 clients

Startups: 4 clients

In-business: 5 clients

New Clients by Industry

Health Care and Social Assistance: 5 clients

Accommodation and Food Service: 3 clients

Agriculture, Forestry, Fishing & Hunting: 1 client
Arts and Entertainment: 1 client
Educational Services: 1 client
Manufacturer or Producer: 1 client
Research and Development: 1 client

New Clients by Community

Homer: 4 clients
Soldotna: 4 clients
Kenai: 3 clients
Cooper Landing: 1 client
Kasilof: 1 client

Summary:

The Alaska SBDC Kenai Peninsula Center on-boarded 13 new clients during the first quarter of FY 2021. This quarter saw an even mix of clients from pre-venture, startup, and in-business stages. Healthcare and social assistance topped the list, with accommodation and food service coming in second. Homer received an increase in advising, as the new Homer Business Advisor, Robert Green, completed his training during the quarter. Robert is looking forward to providing much needed local SBDC support for small businesses in the South Peninsula.

New Businesses at a Glance: Kenai Peninsula FY21 Q4 (Jul 1, 2020 - Sep 30, 2020)

Qualifying New-Business Starts

Summary:

An enterprise is considered “in-business” when all required licensing/permitting is acquired, has payroll, acquired debt or equity capital, incurred business expenses, and/or created sales. During the first quarter of FY 2021, 7 clients reported the creation of business starts within the accommodation and food service, healthcare and social assistance, manufacturer or producer, retail, and transportation and warehousing industry sectors, located in the communities of Homer, Kenai, Seward, and Soldotna. Owners for these businesses worked closely with the SBDC throughout the past year and have successfully launched, despite the harsh economic climate caused by the COVID-19 pandemic.

Workshops

Summary:

Alaska SBDC workshops were attended by 77 Kenai Peninsula residents. These classes, offered exclusively online during the COVID-19 pandemic, covered a wide array of subjects and harnessed both in-house expertise and professional adjuncts. The significant increase in workshop attendance from previous first quarters can be attributed to the briefings provided by the SBDC on COVID-19 relief programs. In addition to SBDC advisors, the briefings utilized subject matter experts on many topics, including representatives from the SBA Office of Disaster Assistance, the Alaska Unemployment Office, the Alaska Department of Commerce, Community, and Economic Development, as well as many more. The briefings were recorded and are made available on our

website to viewers who could not attend the live sessions. In response to the unique needs of small businesses during COVID-19, the SBDC developed several on-demand workshops specific to this situation. These topics include Engaging Social Media, Bringing a Brick and Mortar Business Online, Business Resiliency, Manage Your Business Remotely in Times of Uncertainty, and more. The on-demand workshops are available 24/7 and are able to be accessed as many times as needed.

Client Profiles

Little Alaskan, Big Impact

A children's store for trendy finds and gently loved items

The Little Alaskan boutique is family-owned and operated in Kenai, Alaska. Founded on the idea that children's clothing can be trendy, comfortable, and affordable, Little Alaskan strives for the intentional curation of unique toys, coveted baby items, meaningful accessories, and high-quality clothing from newborn to size 10. From day-to-day clothing, special occasions, and gifts, Little Alaskan offers pieces and toys created by local artists and vendors alike. Handmade clothing items compliment the secondhand selections, allowing you to choose both locally made and like-new clothing for your little Alaskan; enjoy 60-70% off the retail price of secondhand items and enjoy supporting local with uniquely Alaskan pieces.



Owners Shelby and Mike Oden are a strong team running a beautiful storefront and raising two children, Briar and Boone, the namesake of the first business they began in 2018, Briar&Boone. Since their market days, they realized the need for a local children's clothing store and got to work to locate the perfect retail space and open the doors for their community. Just two years later, Shelby runs the store, buys the clothing, and enjoys sewing dresses, bibs, blankets, and loveys through their exclusive Briar&Boone Handmade line. Not only are the Odens proud to be contributing to their community, but they are also pleased to be able to hire locally while providing excellent customer service.

In working with Kenai Peninsula Center Director and Business Advisor on the launch process Shelby shared, *"The Alaska Small Business Development Center gave us the knowledge and confidence to leap from a home-based business to a retail store. Cliff was invaluable in our small business journey. He helped us interpret studies and statistics to*

determine if our business made sense in our area. Without that, we never would have opened!"

Cliff in turn shared Shelby's entrepreneurial drive, *"Shelby has done a fantastic job bringing a big*

city business to our small community. The store is very well done, from decor to organization, and the product lines are fantastic. Little Alaskan already has over 1,700 followers on Facebook and has become an important part of the children's clothing industry on the Peninsula. This is a business I'm anticipating to grow."



Little Alaskan is located at 10809 Kenai Spur Highway in Kenai.

For those not local to the Kenai area, seamless online shopping experiences and swift shipping are waiting for you at <https://little-alaskan.com/>. You can also keep with the store and new items on [Facebook](#) and [Instagram](#).

Don't forget, after you shop, tag [@littalaskanstore](#), and hashtag [#littlealaskaninthewild](#) to share your favorite finds and outfitting styles from Little Alaskan!

KENAI PENINSULA BOROUGH
Community & Fiscal Projects

MEMORANDIUM

TO: Charlie Pierce, Mayor
FROM: Brenda Ahlberg, Community & Fiscal Projects Manager
DATE: October 28, 2020
SUBJECT: FY21-1Q Senior Center Grant Reports

The following senior grant reports have been submitted:

- Anchor Point Senior Citizens
- Forget-Me-Not Center
- Homer Friendship Center
- Homer Senior Center
- Kenai Senior Citizens
- Nikiski Senior Citizens
- Ninilchik Senior Center
- Seldovia Senior Center
- Seward Seniors Citizens
- Soldotna Area Senior Center

The following reports were not provided at the time this report was generated:

- Cooper Landing Senior Center
- Sterling Area Senior Center



Community & Fiscal Projects

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

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

Award Amount: \$44,869
2020/2021 Senior Grant Program

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

Period of Performance for this Report:
Start Date: JULY 1ST, 2020
End Date: SEPTEMBER 30TH, 2020

FINAL REPORT IS DUE BEFORE 07/09/21

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

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 32,789.00	\$ -	\$ -	\$ -	\$ 32,789.00
Contract Services	\$ 3,451.00	\$ -	\$ -	\$ -	\$ 3,451.00
Equipment	\$ 8,629.00	\$ 4,840.00	\$ -	\$ 4,840.00	\$ 3,789.00
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 44,869.00	4,840.00	\$ -	\$ 4,840.00	\$ 40,029.00

Expenditures this period to be reimbursed >>> \$ 4,840.00

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals picked up at center	Over 27,000 pounds of fish, dairy, fruit, bread	2,918 people

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

The Anchor Point Senior Center boasts the only Senior Center to have erected its own high tunnels in 2018. The benefits far outweigh the process and I believe other center are following suit. As a promoter of healthy choices and garden to table products, APSCI partnered with farmers and transporters to an over-the-top spin on the CARES TRUST Farm to Table program. Our volunteers insisted we do more, every week and people came to shop our produce selection from Clam Gulch, Ninilchik, and Homer. Take out dinners were being offered more often than what would regularly be scheduled (pre pandemic) and then stopped on Aug 17th due to total structure closure from hundreds of gallons of city water damage to the main dining room, kitchen, and bathrooms. APSCI is on the mend and reopening for take out dinners on Oct 15th. When the Farm to Table program ends APSCI hopes to build on this summer of giving. A lunch program is being slated for 2021.

July 3,500 pounds of fresh produce, and 300 loaves of bread distributed
 Aug 6,500 pounds of fresh fruit, produce, milk, commercially frozen fish distributed
 Sept 17,260 pounds of fresh fruit, produce, snacks, and commercially frozen fish distributed

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

Signature: Roberto Ness Date: Oct. 8, 2020

Printed Name and Title: Roberto Ness, President BOD



Community & Fiscal Projects

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

From: Homer Friendship Center
Account: 100.62125.HOMSR.43011

Award Amount: \$17,754
2020/2021 Senior Grant Program

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

Period of Performance for this Report: 1

Start Date: 07/01/2020

End Date: 09/30/2020

FINAL REPORT IS DUE BEFORE 07/09/21

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

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 17,754.00	\$ -	\$ 14,152.21	\$ 14,152.21	\$ 3,601.79
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 17,754.00	-	\$ 14,152.21	\$ 14,152.21	\$ 3,601.79

Expenditures this period to be reimbursed >>>

\$ 14,152.21

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered		
Meals picked up at center		
Transportation		

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

Our Adult Day Program continues to be closed due to Covid-19 restrictions. We are in the process of remodeling it to meet the Covid-19 guidelines to reopen.

Currently, a new ventilation system is being installed. New flooring, new technology, and individual stations will be added to ensure ease of sanitation in the facility and that social distancing can be observed while still offering an interactive and enriching environment to the seniors.

The Adult Day / Activities Manager has been working diligently to meet Covid-19 guidelines in order to reopen. New staff will be hired and trained to meet the needs of the seniors and Covid 19 mandates to safeguard the health of our participants.

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

Signature: _____ Date: _____

Printed Name and Title: Keren L. Kelley, Executive Director



Community & Fiscal Projects

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

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

Award Amount: \$132,884.
2020/2021 Senior Grant Program

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

Period of Performance for this Report: 1
Start Date: 07/01/2020
End Date: 09/30/2020

FINAL REPORT IS DUE BEFORE 07/09/21

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

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 48,800.00	\$ -	\$ 12,217.68	\$ 12,217.68	\$ 36,582.32
Supplies	\$84,084	\$ -	\$ 21,235.11	\$ 21,235.11	\$ 62,848.89
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 132,884.00	-	\$ 33,452.79	\$ 33,452.79	\$ 99,431.21

Expenditures this period to be reimbursed >>>

\$ 33,452.79

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	Southern Kenai Peninsula District	3,822
Meals picked up at center	Southern Kenai Peninsula District	239
Transportation	Southern Kenai Peninsula District	

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

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

Effective March 18th, in order to observe Social Distancing, we closed our dining room to the Congregate Meal program and made it Pick-Up Only. Participants call into the office in the morning and come pick their meal up at lunchtime. Our employees are masked and gloved when the meals are delivered to the participants. We continue to observe this policy and will do so until the likelihood of contracting the virus has diminished.

We served 239 meals in our Congregate Meal program, which includes community members that come to PickUp a daily lunch instead of eating in the dining room. We served 3,822 Home Delivered Meals, which includes the Meals on Wheels program, those who live in our Assisted Living Facility, and those served due to the inability to leave their homes because of COVID-19. Together we were able to serve 4,061 meals for the quarter.

Even though the facility is still closed to the public, we will still offer outings into the community, games, and arts & crafts to our resident seniors. We have reworked the activities to observe social distancing while still taking care of their individual and social needs. Snacks are provided on the outings and with other senior activities.



Community & Fiscal Projects

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

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

Signature: _____ Date: _____

Printed Name and Title: _____ Keren L. Kelley, Executive Director



Community & Fiscal Projects

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

From: Kenai Senior Citizens
Account: 100.62130.KENSR.43011

Award Amount: \$169,221
2020/2021 Senior Grant Program

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

Period of Performance for this Report:
Start Date: 07/01/2020
End Date: 09/30/2020

FINAL REPORT IS DUE BEFORE 07/09/21

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

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 96,456.00	\$ -	\$ 96,456.00	\$ 96,456.00	\$ -
Contractual Services	\$ 28,768.00	\$ -	\$ 28,768.00	\$ 28,768.00	\$ -
Supplies	\$ 43,997.00	\$ -	\$ 43,997.00	\$ 43,997.00	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 169,221.00	-	\$ 169,221.00	\$ 169,221.00	\$ -
Expenditures this period to be reimbursed >>>					\$ 169,221.00

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	ATTACHED	
Meals picked up at center		
Transportation		

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

ATTACHED

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

Signature: _____ Date: 10/14/2020

Printed Name and Title: Paul Ostrander, City Manager

Type of Service	Census District Precinct (CDP)	Number of Individuals	
Home Delivered Meals	Funny River	2	
	Kalifornsky West	33	
	Kasilof (East of Sterling Highway)	4	
	Kasilof (West of Sterling Highway)	4	
	Kenai	106	
	Ridgeway	2	
	Nikiski	7	
	Salamatof	7	
	Soldotna	3	
Pickup Meals (at Center)	Kenai	25	
	Kalifornsky West	2	
	Nikiski	5	
	Salamatof	4	
	Soldotna	2	
Information and Assistance	Funny River	7	
	Cooper Landing	1	
	Kalifornsky East	3	
	Kalifornsky West	66	
	Kasilof (East of Sterling Highway)	7	
	Kasilof (West of Sterling Highway)	8	
	Kenai	293	
	Ridgeway	4	
	Nikiski	37	
	Salamatof	12	
	Soldotna	36	
	Sterling Highway South East	1	
	Sterling Highway South West	4	
	Outreach	Kalifornsky West	2
Kasilof (West of Sterling Highway)		1	
Kenai		7	
Ridgeway		1	
Shopping Assistance	Kenai	4	

Kenai Senior Services
Borough Quarterly Progress Report
1st Quarter Ending September 30, 2020

Though still not open to the public, the Kenai Senior Center has been a busy campus during this last quarter. Behind the scenes staff are making and delivering meals, preparing reports, researching new grants and reaching out to our seniors through new and improvised contact methods.

We've started a program called "Phone Buddies" in which seasoned Center volunteers are given 5-10 names of individuals to call on a weekly, or daily basis. Already we've seen wonderful new friendships blossom and folks tell us it's comforting to know someone is taking the time to check in, see if they need anything, or perhaps just a visit. This has been so helpful with giving volunteers a way to be involved.

The Kenai Peninsula Food Bank had been acquiring USDA Food Boxes throughout July and August. These fresh produce boxes, along with a gallon of milk were part of a COVID relief federal program. We were able to provide these to every one of our clients who received home meals. Non-perishable shelf stable items were also purchased from the Food Bank to back up the fresh/frozen meals.

We hosted a Drive-Thru Flu Shot Clinic with Safeway Pharmacy. Over 40 seniors drove or walked up to the front doors of the Senior Center to receive the flu shot. In spite of the brisk weather, it was a great success.!

Training opportunities throughout this quarter:

- Successfully Engaging Older Adults and Adults with Disabilities via Technology: Strategies and Best Practices
- Effective Grant Research Strategies to Position Your Organization for Success
- Addressing Nutrition and Social Connection Needs of Rural Older Adults During the COVID-19 Emergency
- Writing Effective Sustainability and Evaluation Plans
- Innovative Solutions to Address Social Isolation in Older Adults During the COVID-19 Pandemic

During July – September, we served 8,145 home delivered meals, 523 pick-up meals, and provided 10 shopping assistances. The Director or the Administrative Assistant participated via Zoom in one Council on Aging meeting, six City of Kenai Department Head meetings, three Senior Center staff meetings, three State of Alaska NTS Teleconferences, and one KPGB Grantee meeting.

As COVID-19 continues to be a part of everyone's life, it seems especially detrimental to our senior population. Those of us who can work, while remaining socially distant have a reason to get up, get ready and face our day. The senior now sees their days blending into each other and unless they have a spouse or roommate, the loneliness is more present than ever.

Painting a bleak picture is only designed to give an accurate scope of what we see and hear from our elders on a daily basis. The hope their lives will somehow resume to what was normal a year ago, doesn't seem to be happening any time soon. This makes the role of the senior center more important than ever. Finding ways to keep seniors physically active, their minds sharp and the focus on living healthy lives is a challenge and one we will continue to pursue. We look ahead to bringing more online activities, new forms of communication and above all, a listening ear to those folks who are some of the most vulnerable during these uncertain times.

Thank you for the continued support of our program.



Community & Fiscal Projects

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

From: Nikiski Senior Center
Account: 280.63190

Award Amount: \$52,981
2020/2021 Senior Grant Program

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

Period of Performance for this Report:
Start Date: July 1, 2020
End Date: September 30, 2020

FINAL REPORT IS DUE BEFORE 07/09/21

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

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Personnel	\$ 52,981.00	\$ -	\$ 13,245.28	\$ 13,245.28	\$ 39,735.72
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 52,981.00	-	\$ 13,245.28	\$ 13,245.28	\$ 39,735.72

Expenditures this period to be reimbursed >>>

\$ 13,245.28

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	Nikiski Precinct 150	1,386
Meals picked up at center	Nikiski Precinct 150	1,257
Transportation		

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

Due to the Corona Virus Shutdown of senior centers are not yet able to open. We still have administrative payroll that this grant covers. Thank you for your assistance.

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

Signature: Donald D Slaughter Date: 10-9-2020

Printed Name and Title: Don Slaughter, President



Community & Fiscal Projects

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

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

Award Amount: \$30,159
2020/2021 Senior Grant Program

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

Period of Performance for this Report:

Start Date: July 1, 2020

End Date: September 30, 2020

FINAL REPORT IS DUE BEFORE 07/09/21

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

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$30,159	\$ -	\$ -	\$ -	\$ 30,159.00
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 30,159.00	-	\$ -	\$ -	\$ 30,159.00

Expenditures this period to be reimbursed >>>

\$ -

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	Kasilof/ Clam Gulch/ Ninilchik/ Happy Valley Mile 106-144	24
Meals picked up at center	Kasilof/ Clam Gulch/ Ninilchik/ Happy Valley Mile 106-144	133
Transportation	Kasilof/ Clam Gulch/ Ninilchik/ Happy Valley Mile 106-144	11

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

The best news to report this quarter is that we are once again open to the public for congregate dining. We opened for meals on September 14. We have not yet opened the center for activities. Meal counts when compared to last year were lower during the months of July and August and up slightly for the month of September. We happily served 3,389 meals during this first quarter of FY21. Of those meals, 1,122 were delivered. Although we are open for congregate meals, we are also continuing to offer pick up meals for those who do not wish to come in. So far about half of our meals are being served via the congregate dining setting while the other half prefer to drive up and get their meals to take home. In addition, we continue to provide rides to town for those wishing to venture out in addition to picking up groceries and medications for those who do not.

Another item to note that happened this quarter is we had a social distanced BBQ fundraiser outside! Due to the pandemic, we have been unable to have our "normally" scheduled indoor fundraisers this year. So.... we decided to try something a little different. We had a live auction outdoors with the attendees sitting in their cars or on socially distanced chairs in the parking lot. Once the auction was over, everyone got a BBQ meal to go! It was so much fun and everyone had a great time – so great in fact that they want to do it the same way next year! We'll see what the

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next year brings and maybe if the time is right, and the weather cooperates, we'll do it again. We are not requesting any reimbursements this quarter due to the AK Cares grants we have received. We are so thankful for the generosity of the Assembly and monies received through the AK Cares grants. They have helped us weather this storm and serve our community elders in the safest ways possible.

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

Signature: Julie Otto Date: 10/8/2020

Printed Name and Title: Julie Otto Executive Director



Community & Fiscal Projects

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

From: Seldovia Senior Center
Account: 100.62160.SELSR.43011

Award Amount: \$10,770
2020/2021 Senior Grant Program

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

Period of Performance for this Report:

Start Date: 7/1/2020
End Date: 09/30/2020

FINAL REPORT IS DUE BEFORE 07/09/21

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

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Supplies	\$ 10,770.00	\$ -	\$ 2,231.23	\$ 2,231.23	\$ 8,538.77
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 10,770.00	-	\$ 2,231.23	\$ 2,231.23	\$ 8,538.77

Expenditures this period to be reimbursed >>>

\$ 2,231.23

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered		4 people, 79 meals
Meals picked up at center		29 people, 562 meals
Transportation		N/A

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

We are serving noon meals three days a week (M/W/F). All meals are either picked up by the clients or delivered, in the case of individuals who are largely home-bound. In total we served 641 meals to 33 individuals. At this time we are sourcing the majority of our food through SYSCO and supplementing with items purchased locally. As of the beginning of October, the cuts in ferry service to Seldovia mean our local grocery store can only do one large resupply/month, so we do anticipate some increased challenges with purchasing fresh produce as well as items we only need in small quantities.

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

Signature: Jan Yager Date: 10-26-2020
 Printed Name and Title: Jan Yager Finance Officer



Community & Fiscal Projects

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

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

Award Amount: \$47,238
2020/2021 Senior Grant Program

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

Period of Performance for this Report:
Start Date: July 1st, 2020
End Date: September 30th, 2020

FINAL REPORT IS DUE BEFORE 07/09/21

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

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Personnel	\$ 47,238.00	\$ -	\$ 11,809.50	\$ 11,809.50	\$ 35,428.50
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 47,238.00	-	\$ 11,809.50	\$ 11,809.50	\$ 35,428.50

Expenditures this period to be reimbursed >>>

\$ 11,809.50

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	4100	81
Meals picked up at center	1600	22
Transportation	Zero	Zero

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

We are working tirelessly to get good nutrition out to our senior community, as they deal with this life threatening pandemic. With the increase in services, we have had to add another fulltime staff member in the kitchen, rely on multiple volunteers for food packaging and food delivery, while keeping everyone safe and out of harms way. These are stressful times with training three new staff members since August, due to loss of employees who had to leave to become home school parents; an amazing increase in relyancy on our services and scared of the risk of covid -19 to our staff, volunteers and those we serve. We will continue the course, to serve and protect our senior community.

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

Signature: Mark Kansteiner Date: October 15, 2020

Printed Name and Title: Mark Kansteiner, Board Chair



Community & Fiscal Projects

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

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

Award Amount: \$98,295
2020/2021 Senior Grant Program

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

Period of Performance for this Report:
Start Date: 7/1/2020
End Date: 9/30/2020

FINAL REPORT IS DUE BEFORE 07/09/21

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

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Labor	\$ 81,245.00	\$ -	\$ 27,999.99	\$ 27,999.99	\$ 53,245.01
Utilities	\$ 14,950.00	\$ -	\$ 4,675.12	\$ 4,675.12	\$ 10,274.88
Communications	\$ 2,100.00	\$ -	\$ 946.30	\$ 946.30	\$ 1,153.70
		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 98,295.00	-	\$ 33,621.41	\$ 33,621.41	\$ 64,673.59
Expenditures this period to be reimbursed >>>					\$ 33,621.41

The following information is being collected each quarter to assist the Borough in determining future senior grant awards after the 2020 census has been certified. Add service or CDPs as necessary:

Type of Service	Census District Precinct (CDP)	Number of Individuals
Meals delivered	Soldotna CDP	92
Meals delivered	Kenai CDP	2
Meals picked up at center	Sterling CDP	1
Meals picked up at center	Soldotna CDP	13
Meals picked up at center	Ninilchik CDP	1
Meals picked up at center	Nikiski CDP	2
Meals picked up at center	Kenai CDP	10
Transportation	Soldotna CDP	3

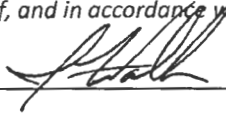
Progress Report: Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

Center remains closed to all group function including congregate meal service except an outdoor sit and be fit exercise program held weekly in the parking lot. Limited transportation provided for sole occupant only. Large increases in phone calls for information on numerous situations such as housing, food availability, Covid info, etc. Each Friday send a robo-call to all registered seniors briefing them on status of the Center, Covid, information sources, and well-being. Individual appointments for assistance provided daily. Due to Center's closing, all meal turned to home-delivered meals and pickup service. Home-delivered meals increased 300%. Donation reimbursement for home-delivered meals has decreased significantly; still providing meals regardless. Many referrals to other food agency sources. Holding monthly Family Caregiver Trainings and appointments either in person or

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through ZOOM. Able to reopen our fundraising pulltabs store to help paying bills. Food costs have increased. Still working with OPA for two clients. Referred one situation our delivery driver became aware of to local police. Completed annual fire alarm, kitchen suppression, housing sprinkler inspections \$4450. Had to replace 2 commercial garbage disposals cost \$6615; reroute sewer line under building, completed last phase of asphalt driveway by garage \$5400; completed much overdue total replacement of Center's 4 computer system and server including new software and internet service \$13,610; creating a computer lab for senior training and use; paid insurance & W/C for FY21 \$24,912 . On a personal matter, most seniors that are mobile, are doing relatively well and in fairly good spirits. They welcome any opportunity to get out of the house and do call the Center if for nothing more than social interaction. Those that are truly homebound tend not to communicate much and their sole contacts are possible family members, a caregiver and our delivery driver. Must find a way to bring more joy into their lives besides a weekly robo-call, but Covid protocol severely limits any social interaction to do so.

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

Signature:  Date: October 13, 2020

Printed Name and Title: John Walker Executive Director

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
VACANT
- **Policies & Procedures Committee**
Willy Dunne, Chair
VACANT, Vice Chair
Kenn Carpenter
- **Legislative Committee**
VACANT, 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** – VACANT
- **Kachemak Emergency Service Area** – Willy Dunne
- **KPB Roads** – VACANT
- **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** - VACANT, 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**
VACANT
- **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