# E. NEW BUSINESS

5. Ordinance 2022-19-17: Authorizing the acquisition of real property located at 3964 Bartlett Street, Homer, Alaska on behalf of the South Peninsula Hospital Service Area, appropriating \$640,000.00 from the South Peninsula Hospital Plant Replacement & Expansion Fund for the purchase, and authorizing a third amendment to the operating agreement with SPH, Inc.

## Kenai Peninsula Borough Planning Department – Land Management Division

## MEMORANDUM

- **TO:**Brent Johnson, Assembly President<br/>Members, Kenai Peninsula Borough Assembly
- **THRU:**Charlie Pierce, Mayor *lk for (f*<br/>Brandi Harbaugh, Finance Director *Bk*<br/>Robert Ruffner, Planning Director *kk*<br/>Marcus Mueller, Land Management Officer *mam*
- FROM: Aaron Hughes, Land Management Agent ##
- **DATE:** September 8, 2022
- **RE:** Ordinance 2022-19-\_\_\_\_, Authorizing the Acquisition of Real Property Located at 3964 Bartlett Street, Homer, Alaska on Behalf of the South Peninsula Hospital Service Area, Appropriating \$640,000 from the South Peninsula Hospital Plant Replacement and Expansion Fund for the Purchase, and Authorizing a Third Amendment to the Operating Agreement with South Peninsula Hospital, Inc. (Mayor)

South Peninsula Hospital ("SPH") currently owns or leases 25 residential rental properties for the benefit of their employees and contractors at an approximate monthly cost of \$35,000.00. An existing six-bedroom residential property near the SPH main hospital campus, commonly referred to as 3964 Bartlett Street, Homer (the "Property"), has become available for purchase. Acquiring the Property would support SPH operations by securing short-term housing options for SPH employees and contractors.

The proposed purchase price is \$570,000.00, which is the independently appraised fair market value. An additional \$50,000.00 is being proposed as consideration for all furnishings and related personal property identified in Exhibit A attached to the Purchase Agreement and up to \$20,000 for closing costs. Prior to completing the purchase, the Property would be inspected for structural and environmental conditions. The Purchase Agreement provides up to 90 days to close with the Borough being responsible for buyer-related closing costs.

This ordinance authorizes the purchase of the Property and appropriates \$640,000.00 from the SPH Plant Replacement and Expansion Fund to cover the costs associated with the purchase. The ordinance also provides for a third

amendment to the SPH Operating Agreement ("Operating Agreement") to add the Property to the list of property leased to SPH, Inc. under the Operating Agreement.

Your consideration of the ordinance is appreciated.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED		
Account No. : <u>491.20602</u>		
Amount: <u>\$640,000</u> By: Date:		

E5-1

Introduced by:MayorDate:09/20/22Hearing:10/11/22Action:Vote:

## KENAI PENINSULA BOROUGH ORDINANCE 2022-19-

## AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY LOCATED AT 3964 BARTLETT STREET, HOMER, ALASKA ON BEHALF OF THE SOUTH PENINSULA HOSPITAL SERVICE AREA, APPROPRIATING \$640,000 FROM THE SOUTH PENINSULA HOSPITAL PLANT REPLACEMENT AND EXPANSION FUND FOR THE PURCHASE, AND AUTHORIZING A THIRD AMENDMENT TO THE OPERATING AGREEMENT WITH SOUTH PENINSULA HOSPITAL, INC.

- WHEREAS, the Kenai Peninsula Borough ("Borough") owns and provides for the operation of South Peninsula Hospital ("Hospital") through the South Kenai Peninsula Hospital Service Area, ("Service Area"); and
- WHEREAS, the Borough has entered into an operating agreement with South Peninsula Hospital, Inc. ("SPHI") for the lease and operation of the Hospital and other medical facilities, to operate these medical facilities on a nonprofit basis in order to ensure the continued availability of the medical services to the service area residents and visitors; and
- WHEREAS, SPHI learned through a real estate agent of an opportunity to purchase the property located at 3964 Bartlett Street, Homer, Alaska (the "Property"), as a way to address short-term housing challenges confronting SPHI for its employees and contractors; and
- WHEREAS, an independent fair market value appraisal was completed by Appraisal Specialist of Kenai on August 3, 2022, who provided an appraised value determination of \$570,000.00; and
- **WHEREAS,** SPHI currently occupies 25 residential rental properties at a monthly cost of approximately \$35,000.00, which are being used for short-term, transitional housing for contractors, visiting physicians and new staff recruits; and
- WHEREAS, the Property consists of a .17 acre lot and a 2,404 square foot, six-bedroom residential building; and
- WHEREAS, upon purchase it is appropriate to amend the Operating Agreement with SPHI to include the Property; and

#### Kenai Peninsula Borough, Alaska

- **WHEREAS**, the South Peninsula Hospital Plant Replacement and Expansion Fund has a current balance of approximately \$5.9 million; and
- WHEREAS, the SPHI Board of Directors at its meeting of July 27, 2022, adopted Board Resolution 2022-10 approving the purchase of the Property; and
- **WHEREAS,** the Service Area Board, at its meeting of August 11, 2022, recommended approval of the acquisition; and
- WHEREAS, the Kenai Peninsula Borough Planning Commission, at its regular meeting of September 26, 2022 recommended\_\_\_\_\_;

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

**SECTION 1.** That the assembly finds that purchasing the Property, described below, pursuant to KPB 17.10.040 is in the best interests of the Borough as it furthers the purposes of the Service Area to provide health care services:

LOT TWENTY-SEVEN-C ONE (27-C1) BUNNELL'S SUBDIVISION FORTIN REPLAT, according to Plat No. 2006-65, in the Homer Recording District, Third Judicial District, State of Alaska. (PARCEL NO. 175-133-42)

- **SECTION 2.** That the terms and conditions substantially in the form of the Purchase Agreement accompanying this ordinance are hereby approved. The purchase price shall be \$570,000.00 for the real property, \$50,000.00 for all included furnishings and other related personal property as defined in the Purchase Agreement, plus closing and due diligence costs not to exceed \$20,000.
- **SECTION 3.** That this acquisition is for the purposes of short-term housing for SPHI employees and contractors.
- **SECTION 4.** That the above-described land is zoned "Medical" pursuant to the City of Homer zoning code and therefore is not proposed to be further classified under KPB 17.10.080.
- **SECTION 5.** That the mayor, or his designee, is authorized to execute any and all documents necessary to purchase the Property described in Section 1 in accordance with the terms and conditions contained in this ordinance and the accompanying Purchase Agreement, consistent with applicable provisions of KPB Chapter 17.10.
- **SECTION 6.** That \$640,000.00 is appropriated from the SPH Plant Replacement and Expansion Fund Account No. 491.20602 to Account No. 491.81210.23HOU.49999 for the purchase of the Property, and estimated closing costs.



- **SECTION 7.** That upon closing on the Property described in Section 1, the mayor, or his designee, is authorized to execute an amendment to the SPH Operating Agreement with SPHI substantially in the form of the Third Amendment to the Operating Agreement attached hereto and incorporated herein by reference. This document amends Exhibit A of the Operating Agreement to include the Property described in Section 1 of this ordinance.
- **SECTION 8.** That 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 9.** That this ordinance shall be effective immediately upon enactment.

## ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

Brent Johnson, Assembly President

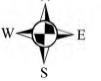
ATTEST:

Johni Blankenship, MMC, Borough Clerk



# SPH Acquisition of 3964 Bartlett Street, Homer





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ubject Property

Tax	Par	cels

0 50 100 200 Feet

E5-5

File No. 22109 Bartlett

08/03/2022

Angela Hinnegan South Peninsula Hospital 4300 Bartlett Street Homer, AK, 99603

File Number: 22109 Bartlett

#### Dear Client,

In accordance with your request, I have appraised the real property at:

3964 Bartlett St Homer, AK 99603

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as improved. The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the market value of the property as of August 2, 2022

is:

#### \$570,000 Five Hundred Seventy Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.

Male Oli

Mark W. Webb Alaska Certified General Appraiser No. 414

Appraisal Specialist, 1605 Toyon Way, Kenai AK 99611

Cell: 907-394-2617, email: webbmw17@gmail.com

## SOUTH KENAI PENINSULA HOSPITAL SERVICE AREA BOARD

## **RESOLUTION 2022-08**

## A Resolution of the South Kenai Peninsula Hospital Service Area Board Recommending Approval of the Purchase of Properties for South Peninsula Hospital Staff Housing

**WHEREAS** South Peninsula Hospital is currently leasing 25 individual properties throughout the Homer area to provide temporary housing for contract staff and physicians and for new hire relocation; and

**WHEREAS** the ability to recruit and retain professional staff has been impeded by seasonal housing shortages and high housing costs; and

WHEREAS current SPH facilities do not provide for staff housing nor do future expansion projects; and

**WHEREAS** the properties located in Homer, AK, at 3964 Bartlett Street, Kenai Peninsula Borough (KPB) Parcel number 17513342, and at 135/151 W. Bayview Avenue, KPB Parcel numbers 17505405/17505406, are for sale; and

**WHEREAS** these properties respectively consist of 0.17 acres and 0.56 acres (two parcels each of 0.28 acres) and together contain housing which would accommodate a minimum of 11 staff in a location near the hospital campus; and

**WHEREAS** an independent appraisal will be performed prior to purchase in order to determine the fair market value of the final property purchases, which is currently estimated at \$699,000 for the Bartlett Street property and \$749,000 for the West Bayview properties; and

**WHEREAS** estimated closing costs for each property would be approximately \$20,000 to \$25,000; and

**WHEREAS** SPH Management performed a Return on Investment analysis and completed the KPB Real Property Need Questionnaire (RPNQ) for both properties; and

**WHEREAS** South Peninsula Hospital currently has over \$5.7 million dollars of unobligated Plant Replacement and Expansion Funds (PREF) being held at the Kenai Peninsula Borough; and

**WHEREAS** SPH Management would like to use up to \$1,500,000 of the unobligated Plant Replacement and Expansion Funds to purchase property which may be used as SPH staff housing; and

**WHEREAS,** while the properties located at 3964 Bartlett Street and 135/151 W. Bayview Avenue are ideal locations for staff housing, it is understood by SPH Management that purchase of these properties is based upon the successful negotiation of a purchase agreement with the seller and may not be accepted; and

**WHEREAS** SPH Management would like the opportunity to act upon a comparable property should either or both of these property purchases fall through; and

**WHEREAS** the South Peninsula Hospital Board Resolution 2022-10 was discussed at the Board of Directors Finance Committee on July 21, 2022, and

**WHEREAS** the South Peninsula Hospital Board of Directors at their meeting on July 27, 2022 approved South Peninsula Hospital Board Resolution 2022-10, which approved the use of up to \$1,500,000 in unobligated Plant Replacement and Expansion Funds to purchase property located at 3964 Bartlett Street and/or 135/151 W. Bayview Ave, Homer, AK, or other comparable property; and

**WHEREAS** the South Peninsula Hospital Board of Directors approved at their meeting on July 27, 2022 approved South Peninsula Hospital Board Resolution 2022-10, which requested that the Kenai Peninsula Borough execute a purchase agreement on behalf of South Peninsula Hospital in an amount estimated at \$699,000 for purchase price and up to \$20,000 for closing costs on the property located at 3964 Bartlett Street, Homer AK, or another comparable property; and

**WHEREAS** the South Peninsula Hospital Board of Directors at their meeting on July 27, 2022 approved South Peninsula Hospital Board Resolution 2022-10, which requested that the Kenai Peninsula Borough execute a purchase agreement on behalf of South Peninsula Hospital in an amount estimated at \$749,000 for purchase price and up to \$25,000 for closing costs on the property located at 135/151 W. Bayview Ave, Homer AK, or another comparable property; and

**WHEREAS** the South Kenai Peninsula Hospital Service Area Board has reviewed this Service Area Board Resolution 2022-08 at its meeting of August 11, 2022.

# NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH KENAI PENINSULA HOSPITAL SERVICE AREA BOARD:

1 That the South Kenai Peninsula Hospital Service Area Board recommends approval for the Kenai Peninsula Borough to use up to \$1,500,000 in unobligated Plant Replacement and Expansion Funds to purchase property located at 3964 Bartlett Street and/or 135/151 W. Bayview Ave, Homer, AK, or other comparable property;

- 2 That the South Kenai Peninsula Hospital Service Area Board recommends that the Kenai Peninsula Borough execute a purchase agreement on behalf of South Peninsula Hospital in an amount estimated at \$699,000 for purchase price and up to \$20,000 for closing costs on the property located at 3964 Bartlett Street, Homer AK, or another comparable property;
- 3 That the South Kenai Peninsula Hospital Service Area Board recommends that the Kenai Peninsula Borough execute a purchase agreement on behalf of South Peninsula Hospital in an amount estimated at \$749,000 for purchase price and up to \$25,000 for closing costs on the property located at 135/151 W. Bayview Ave, Homer AK, or another comparable property

## PASSED AND ADOPTED BY THE SOUTH KENAI PENINSULA HOSPITAL SERVICE AREA BOARD AT ITS MEETING HELD ON THIS 11<sup>TH</sup> DAY OF AUGUST 2022.

ATTEST:

Helen Armstrong, Chair V South Kenai Peninsula Hospital Service Area Board

Introduced by: Date: Action: Vote: Administration July 27, 2022 Approved Yes - 9, No - 0, Excused - 2

## SOUTH PENINSULA HOSPITAL BOARD RESOLUTION 2022-10

### A RESOLUTION OF THE SOUTH PENINSULA HOSPITAL BOARD OF DIRECTORS APPROVING THE PURCHASE OF PROPERTY FOR STAFF HOUSING

WHEREAS, South Peninsula Hospital (the Hospital) is currently leasing 25 individual properties throughout the Homer area to provide temporary housing for contract staff and physicians, and new hire relocation, and

WHEREAS, the ability to recruit and retain professional staff has been impeded by seasonal housing shortages and high housing costs, and

WHEREAS, our current facilities do not provide for staff housing nor do our future expansion projects, and

WHEREAS, the properties located at 3964 Bartlett, Homer, AK 99603, KPB Parcel number: 17513342, 135/151 W. Bayview Avenue, Homer, AK 99603, KPB Parcel numbers: 17505405/17505406 are available for sale, and

WHEREAS, these properties consists of .17 acres and .58 acres and both contain staff housing which would accommodate a minimum of 11 staff in a location that is located near the hospital campus; and

WHEREAS, an independent appraisal will be performed prior to purchase in order to determine the fair market value of the final property purchases which is currently estimated at \$699,000 for the Bartlett Street property and \$749,000 for the West Bayview property; and

WHEREAS, the estimated closing costs for each property would be approximately \$20,000 to \$25,000, and

WHEREAS, SPH Management performed a Return on Investment analysis, and completed the KPB Real Property Need Questionnaire (RPNQ) for both properties; and

WHEREAS, South Peninsula Hospital currently has over \$5.7 million dollars of unobligated Plant Replacement and Expansion Funds (PREF) being held at the borough; and

WHEREAS, SPH Management would like to use up to \$1,500,000 of the unobligated Plant Replacement funds to purchase property which may be used as Staff Housing; and

WHEREAS, While the properties located at 3964 Bartlett Street, Homer and 135/151 W. Bayview Ave, Homer are ideal locations for staff housing it is understood by management that the purchase of these

1

properties is based upon the successful negotiation of a purchase agreement with the seller and may not be accepted,

WHEREAS, SPH Management would like the opportunity to act upon a comparable property should either or both of these property purchases fall through; and

WHEREAS, this resolution was discussed at Finance Committee on July 21, 2022.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SOUTH PENINSULA HOSPITAL:

- That the South Peninsula Hospital Board of Directors approves the use of up to \$1,500,000 in unobligated Plant Replacement and Expansion Funds to purchase the property located at 3964 Bartlett Street and/or 135/151 W. Bayview Ave, Homer, AK 99603 or another comparable property.
- 2. That the South Kenai Peninsula Hospital Service Area Board please review this resolution and make a recommendation for approval to the Kenai Peninsula Borough Assembly.
- 3. That the South Peninsula Hospital Board of Directors requests that the Kenai Peninsula Borough execute a purchase agreement on behalf of South Peninsula Hospital in an amount estimated at \$699,000 for purchase price and up to \$20,000 for closing costs on the property located at 3964 Bartlett Street, Homer AK 99603, or another comparable property.
- 4. That the South Peninsula Hospital Board of Directors requests that the Kenai Peninsula Borough execute a purchase agreement on behalf of South Peninsula Hospital in an amount estimated at \$749,000 for purchase price and up to \$25,000 for closing costs on the property located at 135/151 W. Bayview Ave, Homer AK 99603, or another comparable property.

#### PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF SOUTH PENINSULA AT ITS MEETING HELD ON THIS 27th DAY OF JULY, 2022.

ATTEST:

la la la das

Julie Woodworth, Board Secretary

Kelly Cooper, Board President



20-05

Real Property	/ Need Qu	estionnaire	(Part One)	LMD#:
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КРВ А	Agency:		South Peninsula	Hospital & LTC	
Agen	icy Contact:		Ryan Sn	nith, CEO	
Phon	e Number:	907-235-0241	Contact Email:	rsmith(	@sphosp.org
Agen	icy Represent	ative Signature:	hypon K A 3	1	Date: 7 1 22
1. Is	s this a new o	operational need	? 🗐 Yes 🗆 No	)	
2. If	f "No", does	the agency prop	ose to: 🗆 Extend	Replace	Expand
3. N	leed Type:		Facility Space Only	y 🛛 🔍 🔍 🖉	Facility
4. Ir	nterest Type	: Fee Title	🗆 Lease 🛛 🖬	Permit □Ea	sement
5. Is	5. Is this acquisition supported by a campus plan?  IVes				
6. Is	6. Is this acquisition to support a planned capital improvement?				
7. B	Friefly descri The purpose of purden of man	be the purpose and of this property is the pro	nd need for the prop to supply staff housing individual properties for	erty/facility: close to campus or temporary staff	s and relieve us of the f.
		rojected timefrar	ne to meet the purpe	ose and need?	
L	Jrgent.				
∟ 9. T	erm of Need	 i:			

Indefinite.

10. Has the agency board taken any formal actions in support of this proposed acquisition?

Yes No (If yes, please attach documentation - i.e. meeting minutes, resolution, etc...)

11. Will fulfilling this need result in a	a surplus real property or a move?	□Yes	No
a. How much has been / will be l	oudgeted for the real property?	725,000	
	y type (completed by Land Manageme		
	scuss the funding plan with the Finance Dept. in		
Operating Fund - Fund Balance:			
Capital Fund – Fund Balance:	5.7 m in Unshlaat	TREFIN	appropriatu
Capital Fund Project #:	public		to Darter
Operating Fund Account Code:			
External Source - Grant:	any provider		
External Source - Other:	TBD		
To be determined:			
LTIF Inter-fund Loan (10 Years @ Prime Rate)			
12. Interim Project Account:	250 .21210. (Project #)	49999	
ROUTIN	G & ACKNOWLEDGEMENT:	/	1
obable Cost Funding Plan & Project # Eligibi 3, 4, 8) (11c & 12) (11c Gi	Aministration N/A e Expense ant Into Only) 6 Grants Stru, federal or Hervise - Possible grant notice, (est	- Mayor Purpose & Pl (All) Jomit finds.	

Rev 03.31.18

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Real	Property No	ed Question	naire (Part Two	) LMD#:	20-05
(PB Agency:		South Peni	nsula Hospital & LTC	>	
Agency Contact:	Ryan S	mith, CEO	Phone Number:	907-23	5-0241
Email Address:	ah	innegan@sphosp	o.org		
	ntial property/fa rovide t <u>he following:</u>		tified? Yes 🗌 No 🗆		
Physical Add	dress:	3964 Bartl	ett Street, Homer, Al	< 99603	
Parcel Ident	ification Number	(s) (PIN-8 digits):	175133	342	]
Lot/Building	Size: 74055	SF lot / 2405SF bi	dg Age of B	uilding: 19	yrs - 2003
Condition o	f Building: 🗆 🗄	xcellent 🗐 Go	od 🛛 🖓 Fair 🖓 P	oor	
	/ describe propo	sed remodeling:			
This proper used immed	ly has been used fiately.	l as a 6br airbnb a	and is furnished and	turnkey. It co	ould be
Owner/Age	nt Contact:	Chris	Story, Agent 907-29	99-7653	
Phone:	907-299-76	53Emai	l: alaskamatte	rsradio@gma	il.com
Mailing Add	ress:		LoveHomerAlaska.c	:om	
If this site is		you wish to purs es complete que	ue other properties? stions 14 & 15	Yes 🗐 No	

If numerous properties/facilities have been identified attach additional sheets with the above information.

#### 14. Location Needs:

Please provide a map showing the target geographic boundary area.

Road Access (check all that apply):

Road Type	Road Surface	Road Maintenance
□Major Highway Frontage	□Paved	□ Maintained Road
□Side Street	□Gravel	Unmaintained Road
Either	Either	Either

**Utility Requirements** (check all that apply):

Heating (fuel type):	oil or gas	Water/Sewer (on site or public):	public
•			

Electricity Phone EInternet (specification): any provider

Location Characteristics:

On Bartlett Street near the hospital

Zoning Considerations: Housing

Environmental Considerations:

Must be safe and able to provide for private bedrooms for staff.

#### 15. Facility Criteria

Interior Requirements:

**Required Square Footage:** 

ADA/Accessibility Requirement: 
Yes 
No

Types of rooms needed (check all that apply):

□Office(s): Number/Size

Bathroom(s): Number/Size	TBD

Reception Area(s): Number/Size		
Conference Room(s): Number/Size		
Kitchen/Break Area(s): Number/Size	TBD	
Training Room(s): Number/Size		
Storage Room(s): Number/Size		
Garage Bay(s): Number/Size		
Other: Number/Size		

#### Exterior Requirements:

Required Square Footage:	TBD	Type of areas needed (check all that apply):
Parking (number of	vehicles):	1 Auto/room
□Outside Storage (area size/type)		
Outside Training Area (area size required):		
EFenced/Gated Area (area size required): ideal but not required.		

Required Services/Amenities (check all that apply):

□Janitorial □Building Maintenance □Ground Maintenance □Snow Removal □Security Alarm

#### 16. Please describe any additional criteria or considerations:

This building will serve as staff housing to alleviate the strain of leasing/maintaining/ cleaning multiple properties throughout Homer. We like the idea of multi-family units/ apartment complex. This Airbnb does have some shared living/dining spaces, but individual locking bedrooms. It will work well with single contract staffing and new recruits.

## ACQUISITION BUDGET WORKSHEET

LMD #: \_\_\_\_\_

Check All That Apply	Assigned	Option 1:	Option 2:	Option 3:
Sale Price				
Rental - Annual				
INVESTIGATORY				
Appraisal				
Survey				
Environmental Inspection				
Preliminary Title Report				
Structural Inspections				
Soils Investigation				
Systems Inspections				
CLOSING				
Title Services				
Prorated Taxes				
Recording Fees				
DEVELOPMENT				
Project Management				
Site Preparation				
Permits				
Architect Services				
Construction				
Utility Development				
Remodeling				
Demolition				
Correction of Deficiencies				
<b>OPERATIONS &amp; MANAGEMENT</b>				
Utilities				
Janitorial				
Snow Removal				
MISC		AN TO MERCEN	8	
Revenue Potential				
Moving Costs				
Other Contingencies				
TOTAL ONE TIME				
TOTAL - ANNUAL				
Taxes Due Oct 15th	1			

## Back Contact Agent 3964 Bartlett Street Homer, AK 99603

6 beds 4 baths 2,404 SF • #22-7103

# **ACTIVE** \$699,000



1/42

## Overview Description

In the Heartbeat of the Medical District, these TownHomes offer you office or residential opportunity or mixed use office/res. Elegant design and thoughtful layouts, just as you'd have planned. Remember...they ain't making any more land in the Medical District. Act now before this is snatched up. Income potential plus appreciation going forward equals Opportunity Knocking!

Features Reports ADOM

34

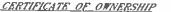
Location, Tax and Legal **Region** 

HIDE

SAVE

SHARE

## E5-18



I hereby certify that I am the owner of the real properly shown and described hereon, and that I hereby adopt this plan of subdivision, and by my free consent grant all easements to the use shown (excepting easements formerly granted by others).

NOTARY'S ACKNOWLEDGEMENT For Long Arlene Fortin NOTARY PUBLIC Subscribed and sworn to before me this doy of private 2006. OF AUS Prine in 11 My Commission Expires Notory public for Alaska

VICINITY

9 志

KACHEMAK BAY

SCALE: 1'= 1/2 MILE

7-18-2006

1021-FLAG. dwg

FORTIN REPLAT

ABILITY SURVEYS

GARY NELSON, PLS

(907) 235-8440 152 DETHEL AVE, HOMER ALASKA 99503

1"= 30

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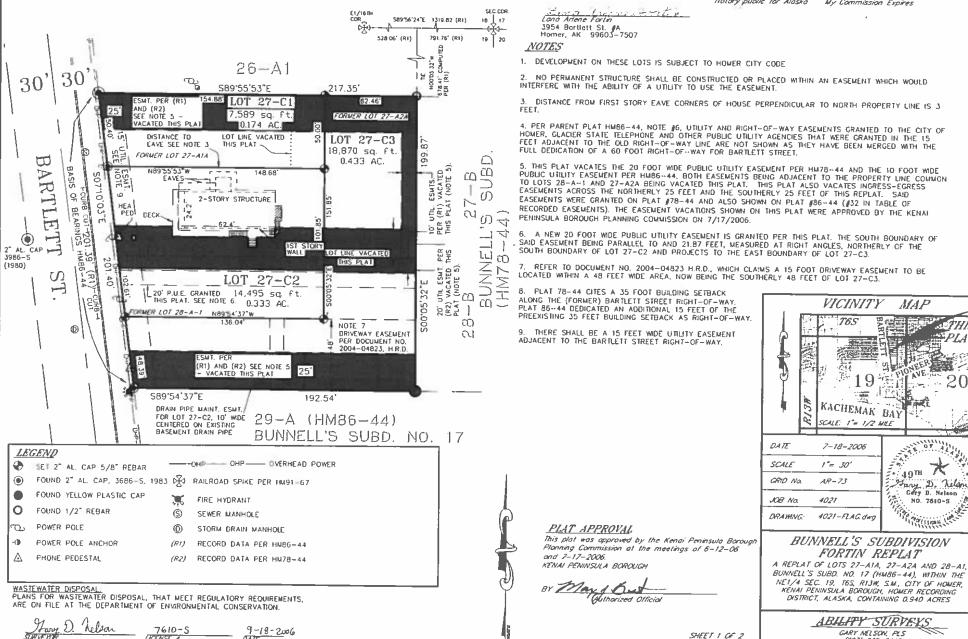
4021

KPB FILE No. 2006-130

**T65** 

2

MAP



IKENSE /

DATE

2

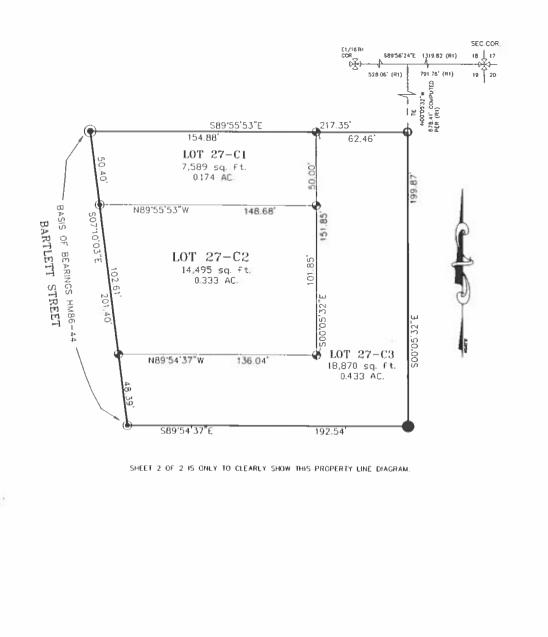
OF ALLIN

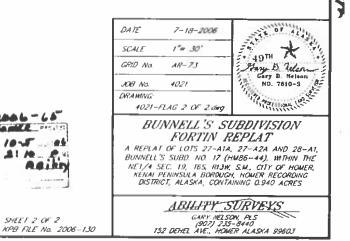
Gary D. Nelson

NO. 7610-S

 $\star$ i49™.

-0





10-5

11 M.



7/1/2022 10:14

#### PARCEL ID: 17513342

#### Total Acreage: 0.17



#### **LEGAL DESCRIPTION:**

T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2006065 BUNNELL'S SUB FORTIN REPLAT LOT 27-C1

#### ALL PHYSICAL ADDRESSES ON THIS PARCEL: 3964 BARTLETT ST

LAND VALUE:		\$36,700	ASSESSED VALUE:	\$291,600	
IMPROVEMEN	T VALUE: \$	254,900	TAXABLE VALUE:	\$291,600	
BUILDINGS O	N THIS PARCEL:		OWNERS:		
Building Type DUPLEX	<i>Square Footage</i> 2,404	<i>Year Built</i> 2003	Name: HUEPER DONALD Address: PO BOX 301 HOMER, AK 99603		
			Name: HUEPER LORRAINE		

The data displayed herein is neither a legally recorded map nor survey and should only be used for general reference purposes. Kenai Peninsula Borough assumes no liability as to the accuracy of any data displayed herein. Original source documents should be consulted for accuracy verification.

## E5-21



# Kenai Peninsula Borough GIS Division PARCEL REPORT

7/1/2022 10:14

Address: PO BOX 301 HOMER, AK 99603

Name: HUEPER MARILYN

Address: 895 OCEAN DRIVE LOOP HOMER, AK 99603

Name: HUEPER PAUL

Address: 895 OCEAN DRIVE LOOP HOMER, AK 99603

The data displayed herein is neither a legally recorded map nor survey and should only be used for general reference purposes. Kenai Peninsula Borough assumes no liability as to the accuracy of any data displayed herein. Original source documents should be consulted for accuracy verification.



## MEMORANDUM

TO:	Charlie Pierce, Mayor
THRU:	John Hedges, Purchasing & Contracting Director Rachel Chaffee, Community and Fiscal Projects Manager Brandi Harbaugh, Finance Director Robert Ruffner, Planning Director
FROM:	Marcus A. Mueller, Land Management Officer 🖯 🗇
DATE:	July 1, 2022
RE:	Real Property Acquisition Proposal- SPH: 3964 Bartlett St, Homer

Enclosed is a Real Property Need Questionnaire (RPNQ) submitted by South Peninsula Hospital Inc (SPHI) to request initiating acquisition of a 6 Bedroom Residential Rental located at 3964 Bartlett Street in Homer. SPH reports that the property is situated to be immediately useful for staff housing needs. The property has recently been listed on the market for sale with Story Real Estate. If approved to proceed with acquisition, SPHI would engage an independent appraisal. A purchase price may be negotiated, subject to the appraisal, all of which would be subject to mayoral and assembly approval and appropriation of funds.

The RPNQ is to provide initial project scoping, interdepartmental coordination, and to establish direction at the beginning of a potential real property acquisition.

Please review and initial the RPNQ, and finally return the form to Land Management to initiate work on the property acquisition process.

## PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made by and between PAUL HUEPER AND MARILYN HUEPER, husband and wife, and DONALD HUEPER AND LORRAINE HUEPER, husband and wife, as sellers, whose address is PO Box 301, Homer, Alaska 99603, (jointly, "Sellers") and the KENAI PENINSULA BOROUGH, an Alaska municipal corporation, as buyer, whose address is 144 North Binkley Street, Soldotna, Alaska 99669 ("KPB").

WHEREAS, Sellers are the owners of that real property located in the Homer Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

LOT TWENTY-SEVEN-C ONE (27-C1) BUNNELL'S SUBDIVISION FORTIN REPLAT, according to Plat No. 2006-65, in the Homer Recording District, Third Judicial District, State of Alaska. (PARCEL NO. 175-133-42) ("the Property")

WHEREAS, KPB has offered to buy, and Sellers are willing to sell the Property as evidenced by this Agreement; and

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

### 1. PURCHASE PRICE

The purchase price of the Property is Five Hundred Seventy Thousand Dollars and NO cents (\$570,000.00), subject to independent appraisal, completed as-built survey, and satisfactory inspection. The purchase price shall be paid by KPB at time of closing. The purchase of the property and appropriation for the purchase are subject to approval by the KPB Assembly.

In addition to the purchase price referenced above, KPB has agreed to purchase all personal property, fixtures and furniture currently on the Property for Fifty Thousand Dollars and NO cents (\$50,000.00). A detailed inventory of the included personal property is attached to this offer as Exhibit A. All personal property shall be conveyed by bill of sale at the time of closing free of any claims or encumbrances.

## 2. EXPIRATION OF OFFER

Sellers shall sign and return this Agreement to KPB on or before <u>August 29, 2022</u>; otherwise, this offer shall terminate.

Kenai Peninsula Borough, Alaska

Hueper / KPB - Purchase Agreement

## 3. TITLE

Title shall be delivered at time of closing by statutory warranty deed, which shall be issued to KPB. Sellers warrant and covenant that at the time of closing there shall be no liens or judgments recorded against Sellers in the same recording district in which the Property subject to this Agreement is situated. Title shall be clear of liens and encumbrances except title is subject to reservations, easements, rights-of-way, covenants, conditions and restrictions of record as agreed to by buyer.

## 4. ESCROW AND CLOSING COSTS

Except as described in this Section, in addition to the purchase price, KPB agrees to pay for buyer-related closing costs in connection with this Agreement, including appraisal and inspection fees. Sellers agree to pay for seller-related closing costs, including the ALTA owner's policy of title insurance and as-built survey. Property taxes for the current year, if any, will be prorated to the date of closing. Sellers are responsible for realtor's commission, if any; all unpaid taxes for prior years, if any; and all unpaid outstanding assessments, if any. All costs will be paid in full at the time of closing.

## 5. CLOSING

Unless otherwise agreed in writing, closing will occur within 90 days, or as specifically agreed to by both parties. At closing, KPB will pay the balance of the purchase price. Both parties will execute all documents required to complete the Agreement and, if applicable, establish an escrow account.

### 6. POSSESSION

Possession shall be delivered to KPB at time of recording unless otherwise agreed to in writing by all parties.

## 7. KENAI PENINSULA BOROUGH ASSEMBLY APPROVAL

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

### 8. DISCLOSURES

Sellers hereby agree to provide property disclosures including any and all information regarding known defects, deficiencies, legal matters, environmental issues or hazards, that may be personally known by the Sellers in writing. If said disclosure presents a matter unsatisfactory to KPB, KPB may terminate this agreement without penalty.

## 9. CONTINGENT ON INSPECTION

This offer and Agreement are contingent upon the completion of a property inspection satisfactory to KPB for its use and at KPB's expense. Sellers shall, upon reasonable notice, provide access to the property for inspection purposes to KPB and its representatives. Any

invasive inspection procedures shall require Sellers' express permission and shall be promptly repaired or replaced by KPB in a workman-like manner. KPB shall have 60 days from the execution of this Agreement to complete inspections and determine its satisfaction unless otherwise provided in writing.

## 10. HAZARDOUS MATERIAL

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

## 11. ENVIRONMENTAL CONTINGENCY

If during the course of KPB's due diligence inspection of the Property pursuant to Section 9, KPB discovers the presence of environmental hazards on or released from the Property in any quantity or concentration exceeding the limits allowed by applicable law, or that are deemed undesirable by KPB, KPB shall have the right to give notice to Sellers, accompanied by a copy or copies of the Third-Party Report(s) disclosing and confirming the presence of such hazardous materials. The notice and accompanying Third-Party Report must be given no later than 60 days from receipt of said report. The notice under this section shall state:

- (i) that KPB is terminating this Agreement due to the presence of such hazardous materials on or adversely affecting the Property; <u>OR</u>
- (ii) provide Sellers 30 days from notice to provide a mitigation plan outlining steps taken by seller to remedy said hazards to KPB satisfaction at seller's expense.

Following KPB sending the notice and report described in this Section, the parties may negotiate other resolutions as may be agreeable to both parties in writing to be included as a part of this Agreement. In the event the parties cannot agree in writing on a resolution to remedy any environmental concerns within 90 days of the notice, this Agreement shall automatically terminate.

It is expressly understood that, by execution of this Agreement, Sellers hereby indemnify KPB for any and all CERCLA-related claims, liabilities or matters, unless otherwise provided for in this Agreement. Said indemnification shall survive closing and termination of this Agreement. Upon successful close of escrow said indemnification shall continue for a period of not less than 12 months, from the date of closing unless otherwise provided for in this Agreement.

If this Agreement is terminated pursuant to any report detailing environmental conditions that may or may not exist on the Property, such report(s) shall remain confidential and proprietary. The report(s) will be marked as confidential and will not be released to a private individual, entity, or non-profit without express agreement of the parties hereto. Notwithstanding, the report will be released pursuant to a valid court order and may be released to the State of Alaska upon request.

## 12. ENTIRE AGREEMENT

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

## 13. BREACH REMEDY

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

## 14. MISCELLANEOUS

- A. Time. Time is of the essence in performance of this Agreement.
- B. Cancellation. This Agreement, while in good standing, may be canceled in whole or in part, at any time, upon mutual written agreement by Sellers and the KPB mayor. This Agreement 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 this Agreement without penalty in the event additional contracts required of this project are not secured.
- C. Notice. Any notice or demand, which under the terms of this Agreement or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on the contract. However, either party may designate in writing such other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in a U.S. general or branch post office by the addressor.
- D. Interpretation. This Agreement shall be deemed to have been jointly drafted by both parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Alaska. Any lawsuit brought arising from this Agreement shall be filed in the court of the Third Judicial District, State of Alaska, located in the City of Homer, Alaska.. The

titles of sections in this Agreement are not to be construed as limitations of definitions but are for identification purposes only.

- E. Condition of Property. Sellers shall deliver the Property in its as-is condition.
- F. Confidentiality. This Agreement shall be considered proprietary to the parties until closing occurs. Following closing, this Agreement may be considered a public record.
- G. Counterparts. This Agreement may be executed in counterpart, and may be executed by way of copy, facsimile or verified electronic signature in compliance with AS 09.80, and if so, each of which shall be deemed an original but all of which together will constitute one and the same instrument

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

KENAI PENINSULA BOROUGH:

Charlie Pierce, Mayor

SELLERS:

DocuSigned by:
Paul Hueper
Paulf Hiteper
DocuSigned by:
Mars Jun
MaritynsHmeper
Donald Hueper
DocuSigned by:

Lorraine Hueper

ATTEST:

## APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Johni Blankenship, Borough Clerk A. Walker Steinhage Deputy Borough Attorney

Kenai Peninsula Borough, Alaska

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# Exhibit A

## **Evergreen Townhouses Furnishings Inventory**

Townhouse West:

Bedroom #1:	Replacement Value
Bed set with headboard	2600
Mattress	1500
Bedside Stands-2	800
Dresser	1200
Loveseat	1400
32' Flatscreen TV	400
Wall mirror	300
Designer Lamp Shades	300
Custom Floor Rug	500
Small decorative wall mirror	200
Patio furniture set	400
Large/oversize bathroom mirror	400
End stand/foot of bed	300
Foot controlled garbage can	100
Bedding-Comforter, 2 sets of sheets	300
Custom Pillow set-6	200
Bedroom #2:	
Bed Set with headboard	2500
Mattress	1500
Dresser	1200
Designer lamp shades	400
Patio Furniture set	700
Custom original painting #1	700
Custom original painting #2	600
Decorative vase set	200
Comforter and sheet sets-2	300
Custom Pillow set-6	300
Unattached blackout curtains	700

## (Cont.)

Bedroom #3- Bed Set with Headboard Mattress Comforter and sheet sets Decorative Mirror Night Stands Custom Lamps Black Out curtains- removable Custom pillow set-6	Replacement Value: 2700 1500 300 300 600 400 500 300
Living Room/Dining Room- Dining Set with tall chairs Sofa w/sleeper function Floor hutch Oversized Mirror 28" Samsung TV with wall mount Metal sculpture in entry Lupin painting-original Homer spit painting-original Salmon painting- Reidel original 2 additional stools	1600 1500 900 400 400 300 700 900 900 500
<u>Kitchen Area-</u> Refrigerator-Whirlpool Microwave Dish Washer-Amanda Dishes and utensils and glassware Cooking Items	1400 400 700 600 500

## Total-Townhouse West: \$38,500

Bella Coffee Maker/Electric tea pot/toaster

200

Townhouse East:

Replacement Value:

Bedroom #1- Custom bed set Mattress Dresser Bed side stands Designer lamp shades Comforter and sheet sets Patio furniture on deck Designer Lamp-dresser Unattached black out curtains Custom pillow set-6	3200 1500 1200 800 500 300 400 500 700 300
Bedroom #2- Custom Bed set Mattress Dresser Bed Side stands In-room table set Custom Persian Rug Table top lamp Non-permanent black out curtains Fireweed wall painting Love seat and Ottoman 32" Samsung Flat Screen TV Custom Pillow set-6 Comforter and sheet sets Patio Furniture on private deck Foot controlled garbage can Decorative corner stand	2900 1500 1200 1100 900 1300 300 700 600 1200 400 300 300 700 100 300

Upstairs Hallway & Bathroom-	Replacement Value:
Master Hutch Bathroom Floor Cabinet Custom Lamp Oversized Mirror Bowls w/Japenese fishing balls Floor dresser/hutch Mariner-style lamp	1500 300 400 400 300 500 400
Bedroom #3- Bed set w/built-in drawer set Mattress Bedside stand Blackout curtains/removable/custom rods Mariner-style lamp Floor dresser Comforter and sheet sets Custom pillow set-6	2700 1500 400 700 400 400 300 300
Kitchen/Dining Area- Refrigerator Switzer limited edition print Reidel original flower painting Lounging area table/chair set Custom bird lamp Dining Room set Front Deck patio furniture Closet storage hut Reidel original painting #2 Dishes and utensils Cooking items, coffee maker, etc. Microwave	1400 800 1200 1100 500 2200 700 600 900 400 600 300
<u>Living Room-</u> Sofa with pull out sleeper Floor cabinet	1600 600

Custom Wooden Lamp	500
Entertainment center	1400
32" Samsung flat screen TV	400
Flower set	200
Ottoman	400
2nd floor cabinet	600
2nd Custom Wooden Lamp	500
Shag floor rug	400
Oversized decorative mirror	600

## Total- Townhouse East: \$52,100

Utility Room:	
Washer/Dryer set	1500
Guest Towel sets	400
Vacuum	200
Extra sheets for all bedrooms	900
Small tools, cleaners, supplies	400
Internet system with modem	400
Shelving system for storage	300

## Total- Utility Room: \$4100

## Total- Replacement Value of Furnishings: \$94,700