

E. NEW BUSINESS

- 6. Resolution 2022-XX: Authorizing a land acquisition by donation of 3 lots of land located in the Seward area on behalf of the Seward Bear Creek Flood Service Area.**

Kenai Peninsula Borough

Planning Department – Land Management Division

MEMORANDUM

TO: Brent Johnson, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Mike Navarre, Mayor *MN*
Brandi Harbaugh, Finance Director *BH*
Robert Ruffner, Planning Director *SR*
Marcus Mueller, Land Management Officer *mam*
Stephanie Presley, SBCFSA Program Lead *SP*

FROM: Aaron Hughes, Land Management Agent *AH*

DATE: November 3, 2022

RE: Resolution 2022-____, Authorizing the Acquisition by Donation of Three Lots of Land Located in the Seward Area on Behalf of the Seward Bear Creek Flood Service Area (Mayor)

The Seward Bear Creek Flood Service Area ("SBCFSA") provides for flood planning and mitigation. A property owner has offered to donate two tax parcels consisting of three lots (1.4 Acres Total) that are within the Resurrection River historic braid plain to the Borough for conservation purposes. The SBCFSA recommended acquisition of the property to be used for conservation and possible future flood mitigation.

This acquisition would further the Borough Comprehensive Plan Land Use Objective D: "Maintain quality of the borough's natural environment, including protecting visual quality, minimizing development in hazardous areas, and developing strategies that help reduce and respond to impacts of changing environmental conditions. Strategy 2. Identify and protect the critical natural systems of the Kenai Peninsula Borough, its rivers, watersheds, floodplains and fish and wildlife habitats and resources."

The SBCFSA would be responsible for the costs associated with the acquisition including title insurance, and any closing related costs.

Your consideration of the resolution is appreciated.

Introduced by:

Mayor

Date:

11/15/22

Action:

Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2022-**

**A RESOLUTION AUTHORIZING THE ACQUISITION BY DONATION OF THREE
LOTS OF LAND LOCATED IN THE SEWARD AREA ON BEHALF OF THE SEWARD
BEAR CREEK FLOOD SERVICE AREA**

WHEREAS, the Seward Bear Creek Flood Service Area (“SBCFSA”) provides for flood planning and mitigation within the SBCFSA; and

WHEREAS, the record owner of two tax parcels of land within the SBCFSA boundary has offered to donate the parcels to the Kenai Peninsula Borough (“Borough”) for floodplain conservation and mitigation purposes; and

WHEREAS, the two tax parcels, containing three lots and approximately 1.4 acres, are located in the Resurrection River historic braid plain east of the Seward Airport and in close proximity to other Borough land managed for floodplain purposes; and

WHEREAS, the acquisition and management of this land for floodplain values would further Objective D, Strategy 2 of the Kenai Peninsula Borough Comprehensive Plan; and

WHEREAS, the land is vacant and unimproved with a combined current assessed value of \$2,000.00; and

WHEREAS, the SBFCFA board at its meeting of September 20, 2021, recommended approval of the subject acquisition; and

WHEREAS, the KPB Planning Commission, at its regularly scheduled meeting of November 14, 2022, recommended _____ ;

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

SECTION 1. That the acquisition of the following described real property on behalf of the SBCFSA is in the best interest of the Borough:

Lots 3 and 4, Tract A, Crawford Subdivision, according to Plat S-15, filed

in the Seward Recording District, Third Judicial District, State of Alaska.
(PARCEL NO. 145-093-06)

AND

Lot 2, Riverside Subdivision, according to Plat S-16, filed in the Seward
Recording District, Third Judicial District, State of Alaska.
(PARCEL NO. 145-093-01)

SECTION 2. Parcels referenced will be conveyed through a deed to the Borough and upon donation the parcels will be considered a land asset of the SBCFSA.

SECTION 3. That the terms and conditions substantially in the form of the Purchase Agreement accompanying this resolution are hereby approved. The purchase price shall be one dollar (\$1.00) plus title research and due diligence fees not to exceed eight hundred dollars (\$800.00).

SECTION 4. That the costs of the acquisition will come from Seward Bear Creek Flood Service Area FY23 budgeted funds.

SECTION 5. That this acquisition is for flood mitigation purposes.

SECTION 6. That the proposed classification of this land is Preservation and Resource Management.

SECTION 7. That the mayor is authorized to execute any and all documents necessary to purchase the real property described in Section 1 in accordance with the terms and conditions contained in this resolution and the accompanying Purchase Agreement, consistent with applicable provisions of KPB Chapter 17.10.

SECTION 8. That this resolution is effective immediately upon adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS ____
DAY OF _____, 2022.**

Brent Johnson, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made by and between JODI E. MORRISON, as seller, whose address is 1850 Ingram Way, Petaluma, CA 94954, ("Seller") and the KENAI PENINSULA BOROUGH, an Alaska municipal corporation, as buyer, whose address is 144 North Binkley Street, Soldotna, Alaska 99669 ("KPB") (together, the "Parties").

WHEREAS, Seller is the owner of that real property located in the Seward Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Lots 3 and 4, Tract A, Crawford Subdivision, according to Plat S-15, filed in the Seward Recording District, Third Judicial District, State of Alaska.
(PARCEL NO. 145-093-06)

AND

Lot 2, Riverside Subdivision, according to Plat S-16, filed in the Seward Recording District, Third Judicial District, State of Alaska.
(PARCEL NO. 145-093-01)

("the Property")

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

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

1. PURCHASE PRICE

The purchase price of the Property is One Dollar and NO cents (\$1.00). 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.

2. EXPIRATION OF OFFER

Seller shall sign and return this Agreement to KPB on or before **October 14, 2022**; otherwise, this offer shall terminate.

3. TITLE

Title shall be delivered at time of closing by statutory warranty deed, which shall be issued to KPB. Seller shall warrant and covenant that at the time of closing there **shall be** no liens or

judgments recorded against Seller 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 KPB.

4. ESCROW AND CLOSING COSTS

Except as described in this Section, in addition to the purchase price, KPB agrees to pay for closing costs, title insurance and recording fees up to \$800.00. Any and all closing fees in excess of this amount shall be the responsibility of the Seller. Property taxes for the current year, if any, will be paid current to the date of closing. Seller is 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 180 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 the Parties.

7. KENAI PENINSULA BOROUGH ASSEMBLY APPROVAL

Purchase of the Property by KPB is subject to authorization by the KPB Assembly and specific 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

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

9. CONTINGENT UPON 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. Seller shall, upon reasonable notice, provide access to the Property for inspection purposes to KPB and its representatives. Any invasive inspection procedures require Seller's express permission and shall be promptly repaired or replaced by KPB in a workmanlike manner. KPB shall have 180 days from the execution of this Agreement to complete inspections and determine its satisfaction unless otherwise provided in writing.

10. HAZARDOUS MATERIAL

Seller covenants to the best of Seller 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 will be located on or stored on the Property; nor 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 invitees 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 will have the right to give notice to Seller, 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; or
- (ii) Provide Seller 30 days from notice to provide a mitigation plan outlining steps taken by Seller to remedy said hazards to KPB's 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 the 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, Seller hereby indemnifies 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 Seller 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 Seller fails to make any payment required, or fails 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 Seller 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 the Parties. It shall be construed according to the fair intent of the language as a whole, not for or against either 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. Seller 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:

SELLER:

Mike Navarre, Mayor

Jodi E. Morrison 10/5/2022

Jodi E. Morrison

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Johni Blankenship,
Borough Clerk

A. Walker Steinhage
Deputy Borough Attorney

Morrison Real Property Donation



Legend

Morrison Parcels Tax Parcels

BOOK 121 PAGE 210
Seward Recording District

PERSONAL REPRESENTATIVE'S DEED

Grantor, Jodi E. Morrison, Personal Representative of the Estate of Margaret C. Estes, of 3783 Kamp Drive, Pleasanton, California 94588, for and in consideration of Ten Dollars in hand paid, hereby conveys and transfers, without warranties of any kind, to Grantee, Jodi E. Morrison of 3783 Kamp Drive, Pleasanton, California 94588, all of the right, title and interest held by Margaret C. Estes at the time of death in the following:

Parcel 1. Lots 3 & 4, Tract A, CRAWFORD SUBDIVISION, according to Plat S-15, filed in the Seward Recording District, Third Judicial District, State of Alaska

Parcel 2. Lot 2, RIVERSIDE SUBDIVISION, according to Plat S-16, filed in the Seward Recording District, Third Judicial District, State of Alaska

Parcel 3. Lots 5 & 6 Block 1, TERN LAKE ESTATES, according to Plat S-71, filed in the Seward Recording District, Third Judicial District, State of Alaska

Grantor represents that:

1. Grantor is the lawfully appointed Personal Representative of the Estate of Margaret C. Estes.
2. Grantor has not done or suffered any act since Grantor became Personal Representative whereby the above-described property became or will become encumbered in any manner.

BOOK 121 PAGE 211
Seward Recording District

DATED this 12 day of July, 2003.

Jodi E. Morrison
Jodi E. Morrison,
Personal Representative of the
Estate of Margaret C. Estes

001409
SEWARD
RECORDING DISTRICT
1802

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

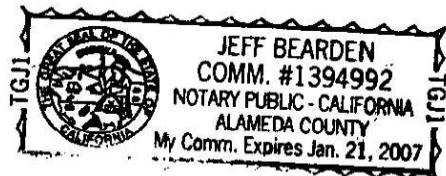
THIS IS TO CERTIFY that on the 12 day of July, 2003, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared Jodi E. Morrison, to me known and known to me to be the individual named in and who executed the within and foregoing Personal Representative's Deed, and acknowledged to me that signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein specified.

2003 JUL 23 P 1:28
REQUESTED BY

WITNESS my hand and notarial seal hereto affixed the day and year first hereinabove written.

Jeff Bearden
Notary Public in and for the State of California
My commission expires: Jan 21, 2007

Return to:
Jodi E. Morrison
3783 Kamp Drive
Pleasanton, California 94588



SEWARD/BEAR CREEK FLOOD SERVICE AREA

Regular Board Meeting Minutes

September 20, 2021

A. CALL TO ORDER

A regular meeting of the Seward/Bear Creek Flood Service Area board was held on September 20, 2021 by virtual Zoom. Chairman Mark Ganser called the meeting to order at 7:00 p.m.

B. ROLL CALL

There were present:

BOARD MEMBERS

Mark Ganser, Chairman
Orson Smith, Vice Chairman
Robert Reisner
Steven Taylor

Dwayne Atwood
Edward deCastro
David Hettick

Comprising of a quorum of the Flood Service Area board.

Also in attendance were:

Courtney Bringham, City of Seward Planner
Brenda Ahlberg, KPB Emergency Manager
Nancy Carver, Kenai River Center Planner
Dan Kort, Solid Waste Director
Stephanie Presley, Service Area Program Lead
Heather Cinereski, Service Area Administrative Assistant

C. APPROVAL OF AGENDA (01:10)

Chairman Ganser called for unanimous consent to approve the agenda as displayed with no objection.

D. APPROVAL OF MINUTES (01:30)

1. August 2, 2021 Regular Meeting

Chairman Ganser called for unanimous consent to approve the minutes with no objection.

E. REPORTS & PRESENTATIONS (02:00)

1. City of Seward

Courtney Bringham, City of Seward Community Development Planner reported

- a. Since Jackie has resigned from the City, the City no longer has a Certified Floodplain Manager, Ms. Bringham will be working towards her certification, and will hopefully be able to take the test in the Spring. In the meantime, any Floodplain permits the City receives, she will be working closely with Ms. Presley to review.
- b. In the past City Council meeting a Resolution was passed approving the City spending \$20 million on Electrical infrastructure. A Resolution was also passed approving the sale of 3 acres of the Fort Raymond property to Chugachmiut to construct another Health Clinic.

September 20, 2021 Abridged Meeting Minutes

Full Audio on www.kpb.us/service-areas/sbcfsa-meetings

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SEWARD/BEAR CREEK FLOOD SERVICE AREA

Regular Board Meeting Minutes

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- c. In the last Planning and Zoning meeting, the Airport Preliminary ROW Acquisition Plat was approved with the amendments that were discussed at the joint work session on August 11th.
- d. Absentee voting has opened for voting for City Council. There are two vacancies. Voting will be open until October 5th.

2. Kenai Peninsula Borough

Brenda Ahlberg, KPB Emergency Manager reported

- a. She is happy to be part of this meeting and looks forward to being able to support the Flood Service Area in the best way that she can as the new Emergency Manager.

Stephanie Presley, Service Area Program Lead reported

- a. On the Japanese Creek feasibility study, the US Army Corps of Engineers will complete the fiscal close out with a small refund anticipated. Staff will work with city administration and Ms. Ahlberg on a re-appropriation of funds to move forward with private sector contractors for long term hazard mitigation analyses and design plans.
- b. On the Japanese alluvial fan LiDAR collection, two proposals were submitted with NV5 Geospatial powered by Quantum Spatial providing the low bid of \$32,346. Their team collected the 2019 LiDAR. The contract has been signed and the project kick off meeting will be scheduled this week or next.
- c. On the Japanese Creek short-term mitigation project to restore the diversion berm upstream, excavate the downstream main channel an additional 150 feet and, as funding allows, removal of material from the upstream channel and the river left stockpile, all permits have been obtained. Following a meeting with the University of Alaska, they have provided a 2-year permit with insurance requirements to match the boroughs. Project budget was set at \$30,000 and up to \$6,000 for photogrammetry surveys pre- and post-project. The request for quotes is anticipated to be sent out this week.
- d. On the Kwechak Creek sediment management and maintenance pilot project, the notice to proceed to Andrews & Sons was issued September 9th. The project is anticipated to be completed during the next few weeks.
- e. On the sediment management and maintenance program, McLane Consulting provided the only bid for \$28,030. The survey team has established 5 ground control points at Box Canyon Creek and the project station benchmarks along Lost Creek up and downstream of the Forest Road bridge. They have completed an initial survey of the Salmon Creek diversion area above the Clear Creek confluence and are currently working on the baseline design plans for the channel and embankment restoration. Once the plans are completed, we will discuss the maintenance project budget. In the request for quotes, we included the potential addition of re-surveying the FEMA Flood Insurance Study cross sections for future sediment management planning. These two items will be on the agenda at the October meeting for board recommendation. The supplemental appropriation for this project was \$46,000.

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- f. On the Salmon Creek Conservation Area, Kachemak Heritage Land Trust has scheduled the stakeholder group for a strategic conservation planning session tomorrow. The work session will provide a draft action plan for Salmon Creek and tributaries.
- g. The US Army Corps of Engineers team completed their annual inspection on the Salmon Creek revetment. The revetment looks to be performing as designed. The sediment loads from the last few years are impressive with some areas of the bench completely covered. The maintenance committee will need to discuss this site to be added to the maintenance program this winter. The site will be monitored during the flood season for potential breakout to the south down the Iditarod Trail to Sawmill Creek.
- h. For Box Canyon Creek long term mitigation planning, staff included a visit to the water diversion structure with the US Army Corps of Engineers team. Staff recommends we request the Alaska district team begin a federal interest determination study for the Box Canyon floodplain. This initial study is 100% federally funded up to \$100,000. If there is a determination of federal interest.
- i. On the agenda for board recommendation, is another Resurrection River floodplain parcel to be donated by the Morrison then we can move to the feasibility study phase under the Continuing Authorities Programs. On the agenda for board recommendation is a request letter to the Alaska district Commander family. Staff recommends the board approve up to \$500 for closing costs.
- j. The borough incident management team has had several planning meetings to prepare for the upcoming flood season. In case of a declared emergency, staff has been asked to serve as division unit leader with Ms. Cinereski serving as logistical support.
- k. Ms. Ahlberg, who is now officially the borough Emergency Manager, and staff toured the floodplain with the Alaska Department of Transportation & Public Facilities Maintenance & Operations Superintendent and the new Providence Emergency Preparedness & Safety Coordinator. We discussed the upcoming flood season, mitigation and partnership opportunities.
- l. The city administration and staff provided a tour of the Lowell Canyon water diversion system this month to Senator Lisa Murkowski. The Alaska congressional delegation has included funding for the design and engineering phase in this year's budget and will continue to advocate for funding construction costs. Staff also discussed Box Canyon site control on U.S. Forest Service land and the need for U.S. Geological Surveys to complete landslide and mass wasting data collection and analyses in the Seward area and other areas of the peninsula.
- m. Next week staff will be attending the Northwest Floodplain Management Association (NORFMA) virtual conference. The office will be open during the conference.

F. PUBLIC COMMENTS—LIMIT 3 MINUTES

G. BOARD'S RESPONSE TO PUBLIC COMMENTS

H. CORRESPONDANCE & REVIEW OF PAYMENT REQUESTS

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Full Audio on www.kpb.us/service-areas/sbcfsa-meetings

SEWARD/BEAR CREEK FLOOD SERVICE AREA

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1. **Section 205 Box Canyon Creek Water Diversion Structure Federal Interest Determination Study**

MOTION TO RECOMMEND: Atwood moved to forward the draft letter asking the US Army Corp for a determination study. Reisner seconded.

VOTE ON MOTION: Unanimous.

I. **PERMITS FOR REVIEW**

1. **RC 12834 Fleming Salmon Creek New Structure**

MOTION TO RECOMMEND: Atwood moved to recommend approval with comments that the applicant build two feet above designated BFE, that there be a drainage plan around pad, that the applicant backfill the entire foundation to avoid hydrostatic forces and that the quantity of fill placed be changed. Reisner seconded.

VOTE ON MOTION: Unanimous.

2. **RC 12830 Alaska Railroad Salmon Creek Bank Stabilization**

MOTION TO RECOMMEND: Reisner moved to recommend approval without comments. Taylor seconded.

VOTE ON MOTION: Unanimous.

(Administrative note: Board member Atwood asked Chairman Ganser if he had a conflict of interest, as he works for the Alaska Railroad. Chairman Ganser, after asking several pointed questions, ruled there was no conflict of interest.)

3. **RC 12836 Dondono Sawmill Creek Fill**

MOTION TO RECOMMEND: Reisner moved to recommend approval with comments that the applicant have a drainage plan to include maintaining or replacing driveway culverts if needed, flood depth is four feet above ground and fill should not exceed height of neighboring property and to clean out culverts and that the grading be toward culvert.

VOTE ON MOTION:

Yes: Ganser, Reisner Taylor, Atwood deCastro, Hettick

No: Smith

Motion Passes.

4. **2021-XX Alaska Department of Transportation and Public Facilities Seward Airport Improvements**

MOTION TO RECOMMEND: deCastro moved to not recommend approval with comments: Request all development be included in analyses using the effective FIRM model

- Request applicant submit a CLOMR to FEMA to review the analysis, determine flooding impacts and provide information to the community
- Request after project LOMR completed using DOT&PF 2014 lidar /cross section survey dataset
- Recommend for selective clearing of trees on the CAP parcel that root wads are left in place to help stabilize bank/ ground

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- Leave RW 13-31 embankment intact to protect new airport improvements and port from future flood events
 - New RW embankment rock should be sized appropriately to not be displaced by high velocity flood waters or coastal storm events
 - Encourage DOT&PF to work with City of Seward and flood service area on compensatory mitigation
 - If additional utilities are required, review of updated design plans will be necessary.
- Atwood seconded.

VOTE ON MOTION: Unanimous.

5. POA-1965-00034 US Army Corp of Engineers Resurrection Bay Replace Alaska Railroad Corporation Passenger Dock

MOTION TO RECOMMEND: Reisner moved to recommend approval without comments. Hettick seconded.

VOTE ON MOTION:

Yes: Ganser, Reisner Taylor, Atwood deCastro, Hettick

Abstain: Smith

Motion Passes.

(Administrative note: Board member Atwood once again asked Chairman Ganser if he had a conflict of interest, as he works for the Alaska Railroad. Chairman Ganser, after asking several pointed questions, ruled there was no conflict of interest.)

J. UNFINISHED BUSINESS

K. NEW BUSINESS (10:15)

1. Morrison Resurrection River Parcel Donations & Closing Costs

MOTION TO RECOMMEND: Reisner moved to recommend acquisition of parcel by donation and up to \$500 for closing costs. Atwood seconded.

VOTE ON MOTION: Unanimous.

2. Lost Creek Parcel ID# 12537088 Acquisition

MOTION TO RECOMMEND ACQUISITION: Reisner moved to appropriate up to \$55,000 via supplemental appropriation from fund balance to acquire parcel 12537088. Atwood seconded.

VOTE ON MOTION:

Yes: Reisner, Hettick, Atwood, deCastro, Taylor

No: Ganser

Motion passes.

L. INFORMATIONAL ITEMS AND REPORTS (No action required) (41:25)

1. Starr Region X Newsletter
2. ASFPM News & Views

M. PUBLIC COMMENT—LIMIT 3 MINUTES

N. BOARD COMMENTS (45:30)

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deCastro thanked the staff, city, borough and the board for the productive, long meeting.

Reisner thanked Ms. Ahlberg, Ms. Carver and Mr. Hammes, Ms. Oliver and Ms. Stockdale for Army Corp their involvement. He said it was always helpful to have outside sources and representatives to help guide the board and to let them know what their needs and concerns are. He also wanted to thank staff for doing a very good work in a very difficult job that was very involved and detailed. He thanked his fellow board members because it is a good and productive board with a lot of different view points and angles. It is a value to the people that a broad mind is kept. He said thank you again to everyone and hoped they stayed safe.

Atwood commented that he wanted to thank everyone who participated in the meeting tonight. He felt they had covered a lot of ground in a longer meeting than usual. He wanted to point out the Risk Rating 2.0 in the Starr Newsletter and the details of the rating methodology. He said he geeked out on it had to go to the website for a while. He said it was interesting because they have breakdowns by zip code. He was interested in what the methodology meant in terms of dollars. He said they actually estimate how many of the insurance premiums would go up and by how much any would go down and by how much. He said some of his suspicions subsided after that. He encouraged people to check that out. He said he also took part of the August 18th training online about the CRS program and activity 610. He said that he was glad to hear Ms. Bringham was getting her Certified Floodplain Manager designation because she would be doing this trying to satisfy the CRS requirements to improve insurance rates for local policy holders. His only observation from the last class that he took was that FEMA seems to think that every small municipality has graphics and mapping experts. Because we do not, there are challenges with this program.

Taylor commented thank you for the presentation, it represents a lot of work that often goes unseen. He said he was sorry he could not be there in person after voting to do so. He said it was still fighting to recover from his bout with pneumonia.

Ganser said the meeting would have been longer, except staff decided to cut something out. Ms. Presley took the blame for the long meeting, but she could also take the credit for it not being longer. He said he had set on a lot of boards, and this is a productive one. He said it is a productive board because of good members but also because of staff that prepares the board for the meetings. He wanted to thank staff for the particular effort that went into the meeting tonight.

O. ADJOURNMENT (58:30)

Chairman Ganser called for unanimous consent to adjourn with no objection.

With no further business to come before the board, Chairman Ganser adjourned the meeting at 8:36 p.m.

The next regular board meeting is scheduled for Monday, October 4, 2021 by virtual Zoom at 6:00 p.m.

The next board work session is scheduled for Monday October 18, 2021 by virtual Zoom at 6:00 p.m.

September 20, 2021 Abridged Meeting Minutes

Full Audio on www.kpb.us/service-areas/sbcfsa-meetings

SEWARD/BEAR CREEK FLOOD SERVICE AREA

Regular Board Meeting Minutes

September 20, 2021

Heather Cínereski

Administrative Assistant

October 4, 2021

Date of Approval

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