

Introduced by:	Mayor
Date:	01/03/23
Action:	Adopted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2023-004**

**A RESOLUTION AUTHORIZING THE KENAI PENINSULA BOROUGH TO ISSUE ITS CENTRAL EMERGENCY SERVICE AREA GENERAL OBLIGATION BOND IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$16,500,000, TO FINANCE THE COSTS OF A REPLACEMENT FIRE STATION TO BE LOCATED IN THE CENTRAL EMERGENCY SERVICE AREA, FIXING CERTAIN DETAILS OF SUCH BOND; PLEDGING THE FULL FAITH AND CREDIT OF THE CENTRAL EMERGENCY SERVICE AREA TO THE PAYMENT THEREOF; AUTHORIZING THE SALE OF SUCH BOND, AND PROVIDING FOR RELATED MATTERS**

**WHEREAS,** the Kenai Peninsula Borough, Alaska (the “Borough”) is a second class borough and is authorized to take the actions set forth in this resolution; and

**WHEREAS,** at an election held in the Borough, on October 4, 2022, a majority of the qualified electors of the Borough and Central Emergency Service Area (“Service Area”) voted in favor of authorizing the issuance of general obligation bonds of the Service Area, in an aggregate principal amount not to exceed \$16,500,000, to finance costs of planning, designing, site preparations, construction, acquiring, renovating, installing, and equipping a replacement fire station, in the Service Area (“Proposition No. 3”), as authorized by Ordinance No. 2022-24 of the Borough, passed and approved by the Borough Assembly on July 5, 2022 (the “Election Ordinance”); and

**WHEREAS,** Section 29.47.410 of the Alaska Statutes provides that the Borough Assembly by ordinance or resolution may provide for the form and manner of sale of bonds and notes; and

**WHEREAS,** it is in the best interest of the Borough and its residents that the Borough proceed to plan, design, construct, and equip the replacement fire station to be located in the Service Area as described in Proposition 3 (the “Project”), and issue not to exceed \$16,500,000 principal amount of general obligation bonds of the Service Area referred to in Proposition No. 3, constituting the unsold general obligation bonds referred to therein, to pay costs of the Project and costs of issuance of the bonds; and the Assembly finds that it is necessary and desirable and in the public interest to authorize the issuance of the bonds in accordance with the terms and conditions set forth in this resolution; and

**WHEREAS,** the Borough Assembly deems it necessary and desirable to delegate to each the Borough Mayor and Borough Finance Director the authority to sell the general obligations bonds referred to herein to the Alaska Municipal Bond Bank or financial institution pursuant to the terms of a loan agreement, as determined to be in the best interests of the Borough and in accordance with the terms and conditions set forth in this resolution.

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

**SECTION 1.** Definitions. The following terms shall have the following meanings in this resolution:

- (A) “Assembly” means the Assembly of the Borough, as the general legislative authority of the Borough, as the same shall be duly and regularly constituted from time to time.
- (B) “Bond” means the “Kenai Peninsula Borough Central Emergency Service Area General Obligation Bond” of the Borough, the issuance and sale of which is authorized herein as evidence of the indebtedness referred to in Proposition 3.
- (C) “Bond Bank” means the Alaska Municipal Bond Bank, a public corporation and instrumentality of the State of Alaska, created pursuant to the provisions of Chapter 85, Title 44, Alaska Statutes, as amended.
- (D) “Bond Bank Bonds” means the general obligation bonds to be issued by the Bond Bank, a portion of the proceeds of which will be used to purchase the Bond.
- (E) “Bond Register” means the registration books maintained by the Registrar, which include the names and addresses of the owners or nominees of the Registered Owners of the Bond.
- (F) “Borough” means the Kenai Peninsula Borough, a municipal corporation of the State of Alaska, organized as a second class borough under Title 29 of the Alaska Statutes.
- (G) “Borough Finance Director” means the Finance Director of the Borough.
- (H) “Borough Mayor” means the Mayor of the Borough.
- (I) “Code” means the Internal Revenue Code of 1986, as amended from time to time, together with corresponding and applicable final, temporary or proposed regulations and revenue rulings issued or amended with respect thereto by the United States Treasury Department or the Internal Revenue Service.

- (J) “Cost” or “Costs” means the cost of planning, designing, site preparation, constructing, acquiring, renovating, installing and equipping the Project, including interest on the Bond during the period of planning, designing, site preparation, constructing, acquiring, renovating, installing and equipping the Project, the cost whether incurred by the Borough or by another of field surveys and advance planning undertaken in connection with the Project properly allocable to the Project, the cost of acquisition of any land or interest therein required as the site or sites of the Project or for use in connection therewith, the cost of any indemnity and surety bonds and premiums on insurance incurred in connection with the Project prior to or during construction thereof, all related direct administrative and inspection expenses whether incurred by the Borough or by another in connection with the Project prior to or during construction thereof and allocation portions of direct costs of the Borough, legal fees, costs of issuance of the Bond by the Borough, including financing charges and fees and expenses of bond counsel, financial advisors and consultants in connection therewith, the cost of any bond insurance premium, the cost of audits, the cost of all machinery, apparatus and equipment, cost of engineering, architectural services, designs, plans, specifications and surveys, estimates of cost, the reimbursement of all moneys advanced from whatever source for the payment of any item or items of cost of the Project, and all other expenses necessary or incidental to determining the feasibility or practicability of the Project, and such other expenses not specified herein as may be necessary or incidental to the acquisition and development of the Project, the financing thereof and the putting of the same in use and operation.
- (K) “Election Ordinance” shall have the meaning set forth in the recitals to this Resolution.
- (L) “Loan Agreement” means the written offer to purchase the Bond however denominated (including offer, purchase agreement, purchase contract, and loan agreement), specifying the matters required to be set forth therein by this resolution, which offer is authorized to be accepted by the Borough pursuant to this resolution, if consistent with the provisions of this resolution.
- (M) “Project” means the replacement fire station located in and for the Service Area and more fully described in the Election Ordinance and Proposition 3.
- (N) “Proposition 3” shall have the meaning set forth in the recitals to this Resolution.
- (O) “Record Date” means, with, (i) with respect to an interest payment date, unless otherwise specified in the Loan Agreement, the close of business of the Registrar on the 15<sup>th</sup> day of the month preceding an interest payment date; and (ii) with respect to a prepayment or redemption date, the close of

business of the Registrar on the date on which the Registrar prepares the notice of prepayment or redemption.

- (P) “Registered Owner” means the person named as the registered owner of a Bond in the Bond Register.
- (Q) “Registrar” means the Borough Finance Director, or any successor that the Borough may appoint by resolution, for the purposes of registering and authenticating the Bond, maintaining the Bond Register, and paying the principal of and interest on the Bond.
- (R) “Resolution” means this Resolution of the Assembly.
- (S) “Rule” means Rule 15c2-12 of the United Securities and Exchange Commission under the Securities Exchange Act of 1934.
- (T) “Service Area” means the Central Emergency Service Area of the Borough.

**SECTION 2.** Authorization of Bond and Purpose of Issuance For the purpose of providing funds required to pay all or a portion of the Costs of the Project, the Borough hereby authorizes and determines to issue and sell the Bond in the aggregate principal amount of not to exceed \$16,500,000. The Bond shall be a general obligation bond of the Service Area, authorized by the Election Ordinance and approved by the qualified electors of the Borough and Service Area at the general election held on October 4, 2022, to finance costs of planning, designing, site preparations, construction, acquiring, renovating, installing, and equipping a replacement fire station and pay costs of issuance of the Bond. The Bond shall be designated “Kenai Peninsula Borough, Alaska, Central Emergency Service Area General Obligation Bond,” with such additional series, year, and other designation as the Borough Mayor or the Borough Finance Director may fix and determine.

The Borough Mayor and Borough Finance Director are each hereby authorized to determine whether the Bond shall be sold to the Bond Bank or a financial institution pursuant to the terms of a Loan Agreement. If the Bond is sold to the Bond Bank, such Bond will be issued as a single bond; if the Bond is sold to a financial institution, such Bond may be issued as serial and term bonds.

The Borough has ascertained and hereby determines that each and every matter and thing as to which provision is made in this Resolution is necessary in order to carry out and effectuate the purpose of the Borough in accordance with the Constitution the statutes of the State of Alaska and Borough legislation to incur the indebtedness and issue the Bonds as referred to in Proposition 3.

**SECTION 3.** Obligation of Bond. The Bond shall be an obligation of the Borough, and the full

faith and credit of the Service Area are hereby pledged to the payment of the principal of and interest on the Bond. The Borough hereby irrevocably pledges and covenants that it will levy and collect taxes upon all taxable property within the Service Area without limitation as to rate or amount, in amounts sufficient, together with other funds legally available therefor, to pay the principal of and interest on the Bond as the same become due and payable.

**SECTION 4.** Date, Maturities, Interest Rates, and Other Details of Bond. The Bond shall be dated the date of sale and delivery to the purchaser, shall be in the denomination of \$5,000 or any integral multiple thereof, or such other denominations as may be determined by the Mayor or Finance Director, and shall be numbered in such manner and with any additional designation as the Registrar deems necessary for purposes of identification and control.

The Bond shall bear interest from the date thereof, and semiannually thereafter of each year. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months. The Mayor and Finance Director are each authorized to fix and determine the principal installment payment dates and the rate of interest on each principal installment of the Bond, provided that (i) the true interest cost of the Bond shall not exceed five percent (5%) unless approved by resolution of the Assembly; and (ii) the final principal installment date of the Bond shall be no later than twenty (20) years following the year in which the Bond is issued.

**SECTION 5.** Place and Medium of Payment. Both principal of and interest on the Bond shall be payable in lawful money of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. If the Bond is registered in the name of the Bond Bank, payments of principal and interest thereon shall be made as provided in the Loan Agreement. If the Bond is not owned by the Bond Bank, payments of principal and interest on the Bond will be made by check or draft mailed by first class mail to the Registered Owners of the Bond at the addresses for such Registered Owners appearing on the Bond Register on the 15th day of the month preceding the payment date, or, at the request and sole expense of a Registered Owner made prior to the Record Date, by wire transfer to a bank account in the United States on the payment date, provided that the final installment of principal and interest on the Bond will be payable at the principal office of the Registrar.

**SECTION 6.** Prepayment. Provisions for the prepayment of some or all of the principal installments of the Bond shall be established pursuant to Section 15 of this resolution and shall be as set forth in the Loan Agreement.

**SECTION 7.** Form of Bond. The Bond shall be in substantially the following form, with such variations, omissions and insertions as may be required or permitted by this Resolution:

**UNITED STATES OF AMERICA**

**STATE OF ALASKA**

**KENAI PENINSULA BOROUGH**

(A Municipal Corporation of the State of Alaska)

NO. \_\_\_\_

\$ \_\_\_\_\_

**CENTRAL EMERGENCY SERVICE AREA  
GENERAL OBLIGATION BOND, 20XX**

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FINAL MATURITY DATE:

INTEREST RATES: See below.

The Kenai Peninsula Borough, Alaska (the “Borough”), a municipal corporation organized and existing under and by virtue of the laws and Constitution of the State of Alaska, hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or its registered assigns, the Principal Amount indicated above in accordance with the installment payment schedule set forth below (unless prepaid prior thereto as provided herein), together with interest on such installments from the date hereof or the most recent date to which interest has been paid or duly provided for, at the interest rates set forth below, on \_\_\_\_\_, \_\_, 20\_\_, and on each \_\_\_\_\_ 1 and \_\_\_\_\_ 1 thereafter:

Year of Principal Installment Payment (_____)	Principal Installment <u>Amount</u>	<u>Interest Rate</u>
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Both principal or and interest on this bond are payable in lawful money of the United States of America. Installments of principal of and interest on this bond are payable by check or draft of the Finance Director of the Borough (“Registrar”) mailed (on the date such interest is due) to the Registered Owner hereof at the address appearing on the bond register of the Borough on the 15th day of the month preceding the payment date, provided that the final installment of principal and interest on this bond will be payable upon surrender of this bond at the office of the Registrar. Notwithstanding the foregoing, so long as the Alaska Municipal Bond Bank (the “Bank”) is the Registered Owner of this bond, payments of principal and interest shall be made as provided in the Loan Agreement between the Bank and the Borough (the “Loan Agreement”). Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

This bond is a general obligation bond of the Central Emergency Service Area located in the Kenai Peninsula Borough, Alaska (the “Bond”), as authorized by the voters of the Central Emergency Service Area and issued pursuant to Ordinance No. 2024-20 of the Borough and Resolution No. \_\_\_\_, adopted by the Borough Assembly on July 5, 2022 and January 3, 2023,

respectively (the “Bond Legislation”), to provide funds to finance costs of a replacement fire station in the Central Emergency Service Area. Capitalized terms used in this bond and not otherwise defined herein have the meanings given those terms in the Bond Legislation. Reference is hereby made to the Bond Legislation and any resolution supplemental thereto for a description of the rights of the Registered Owner hereof and of the rights and obligations of the Borough thereunder, to all of the provisions of which the Registered Owner, by acceptance of this bond, assents and agrees.

This bond is subject to prepayment prior to maturity as provided in the Bond Legislation and Loan Agreement.

This bond is transferable as provided in the Bond Legislation (i) only upon the Bond Register and (ii) upon surrender of this bond together with a written instrument of transfer duly executed by the Registered Owner or the duly authorized attorney of the Registered Owner, and thereupon a new fully registered Bond in the same aggregate principal amount and maturity shall be issued to the transferee in exchange therefor as provided in the Bond Legislation and upon the payment of charges, if any, as therein prescribed. The Borough and the Registrar may treat and consider the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or prepayment price, if any, hereof and interest due hereon and for all other purposes whatsoever.

Upon surrender to the Registrar, this bond is interchangeable for a bond or bonds (in denominations of \$5,000 or any integral multiple thereof) of an equal aggregate principal amounts and of the same interest rates and principal amounts as this bond. Such exchange or transfer shall be without cost to the Registered Owner or transferee. The Borough may deem the person in whose name this bond is registered to be the absolute owner hereof the purpose of receiving payment of the principal of and interest on this bond and for any and all other purposes.

This bond is an obligation of the Borough, and the full faith and credit of the Central Emergency Service Area are pledged to the payment of the principal of and interest on this bond. The Borough has irrevocably pledged and covenanted that it will levy and collect taxes upon all taxable property within the Central Emergency Service Area without limitation as to rate or amount, in amounts sufficient, together with other funds legally available therefor, to pay the principal of and interest on the Bond as the same become due and payable.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts or things required by the constitution or statutes of the State of Alaska or the ordinances or resolutions of the Borough to exist, to have happened or to have been performed precedent to or in the issuance of this bond, exist, have happened and have been performed, and that this bond, together with all other indebtedness of the Borough, are issued within every debt and other limit prescribed by said constitution, statutes, ordinances or resolutions.

IN WITNESS WHEREOF, THE KENAI PENINSULA BOROUGH, ALASKA, has caused this bond to be signed in its name and on its behalf by its Mayor and its corporate seal to be hereunto impressed or otherwise reproduced and attested by its Clerk, all as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_/specimen/  
Mayor

ATTEST:

\_\_\_\_\_/specimen/  
Borough Clerk

**SECTION 8.** Execution. The Bond shall be executed in the name of the Borough by the Borough Mayor and the corporate seal of the Borough shall be impressed or otherwise reproduced thereon and attested by the Borough Clerk. The execution of the Bond on behalf of the Borough by persons who at the time of the execution are duly authorized to hold the proper offices shall be valid and sufficient for all purposes, although any such person shall have ceased to hold office at the time of delivery of the Bond or shall not have held office on the date of the Bond.

**SECTION 9.** Registration.

- (A) The Bond shall be issued only in registered form as to both principal and interest. The Borough designates the Borough Finance Director as Registrar. The Registrar shall keep, or cause to be kept, the Bond Register at the principal office of the Borough.
- (B) The Borough, in its discretion, may deem and treat the Registered Owner of the Bond as the absolute owner thereof for all purposes, and neither the Borough nor the Registrar shall be affected by any notice to the contrary. Payment of any such Bond shall be made only as described in Section 5, but such registration may be transferred as herein provided. All such payments made as described in Section 5 shall be valid and shall satisfy and discharge the liability of the Borough upon such Bond to the extent of the amount or amounts so paid.
- (C) The Bond shall be transferred only upon the Bond Register kept by the Registrar. Upon surrender for transfer or exchange of the Bond at the office of the Registrar, with a written instrument of transfer or authorization for exchange in form and with guaranty of signature satisfactory to the Registrar, duly executed by the registered owner or its duly authorized attorney, the Borough shall execute and the Registrar shall delivery an equal aggregate principal amount of Bond of the same maturity of any authorized denominations, subject to such reasonable regulations as the Registrar may prescribe and upon payment sufficient to reimburse it for any tax, fee or other governmental charge required to be paid in connection with such transfer or exchange. Any Bond surrendered for transfer or exchange shall be canceled by the Registrar. The Registrar shall not be required to transfer or exchange any Bond after such Bond have been called for redemption.



- (D) The Borough covenants that, until the Bond has been surrendered and canceled, the Borough will maintain a system for recording the ownership of the Bond that complies with the provisions of Section 149 of the Code.

**SECTION 10.** Mutilated, Destroyed, Stolen or Lost Bond. Upon surrender to the Registrar of a mutilated Bond, the Borough shall execute and deliver a new Bond or Bonds of the same series equal in aggregate principal amount. Upon filing with the Registrar of evidence satisfactory to the Borough that a Bond has been destroyed, stolen or lost and of the ownership thereof, and upon furnishing the Borough with indemnity satisfactory to it, the Borough shall execute and deliver a new Bond or Bonds of the same series equal in aggregate principal amount. The person requesting the execution and delivery of a new Bond under this Section shall comply with such other reasonable regulations as the Borough may prescribe and pay such expenses as the Borough may incur in connection therewith.

**SECTION 11.** Disposition of Sale Proceeds of the Bond The Finance Director is hereby authorized and directed to create a fund designated as the “CES – 2023 New Fire Station 1” for the Bond to be used for the payment of Costs of the Project. The proceeds of the Bond (except for accrued interest, if any, which shall be applied to payment of interest on the Bond) shall be deposited into the CES – Replacement Fire Station – 2023 Fund to be used to pay costs of issuing the Bond and Costs of the Project, as authorized by the Election Ordinance and Proposition No. 3; provided however, that any bond premium exceeding the costs of issuing the Bond shall be deposited into the fund for payment of principal and interest on the Bond, or for other lawfully authorized purposes.

**SECTION 12.** Tax Covenants. The Borough covenants to comply with any and all applicable requirements set forth in the Code in effect from time to time to the extent that such compliance shall be necessary for the exclusion of the interest on the Bond from gross income for federal income tax purposes. The Borough covenants that it will make no use of the proceeds of the Bond that will cause the Bond to be an “arbitrage bonds” subject to federal income taxation by reason of Section 148 of the Code. The Borough covenants that it will not take or permit any action that would cause the Bond to be “private activity bonds” as defined in Section 141 of the Code.

The Borough covenants to comply with the tax certificate executed upon issuance of the Bond unless it receives advice from nationally recognized bond counsel or the Internal Revenue Service that certain provisions have been amended or no longer apply to the Bond.

**SECTION 13.** Amendatory and Supplemental Resolutions.

- (A) The Assembly from time to time and at any time may adopt a resolution or resolutions supplemental hereto, which resolution or resolutions thereafter shall become a part of this resolution, for any one or more of the following

purposes:

- (1) To add to the covenants and agreements; of the Borough in this Resolution, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the Borough.
- (2) To make such provisions for the purpose of curing any ambiguities or of curing, correcting or supplementing any defective provision contained in this Resolution or in regard to matters or questions arising under this Resolution as the Assembly may deem necessary or desirable and not inconsistent with this Resolution and which shall not adversely affect the interests of the Registered Owners.

Any such supplemental resolution may be adopted without the consent of the Registered Owners, notwithstanding any of the provisions of subsection (B) of this Section.

- (B) With the consent of each Registered Owners of not less than 60 percent in aggregate principal amount of the affected Bond the Assembly may adopt a resolution or resolutions supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Resolution or of any supplemental resolution.

It shall not be necessary for the consent of a Registered Owner under this subsection to approve the particular form of any proposed supplemental resolution, but it shall be sufficient if such consent approves the substance thereof.

- (C) Upon the adoption of any supplemental resolution under this Section, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Borough and the Registered Owners of the outstanding Bond so affected shall thereafter be subject in all respects to such modification and amendment, and all the terms and conditions of the supplemental resolution shall be deemed to be part of the terms and conditions of this Resolution for any and all purposes.
- (D) Any Bond executed and delivered after the execution of any supplemental resolution adopted under this Section may bear a notation as to any matter provided for in such supplemental resolution, and if such supplemental resolution shall so provide, a new Bond modified so as to conform, in the opinion of the Borough, to any modification of this Resolution contained in any such supplemental resolution may be prepared by the Borough and delivered without cost to the Registered Owner, upon surrender for cancellation of the Bond.

**SECTION 14. Defeasance.** In the event money and/or non-callable direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America or an agency or instrumentality of the United States of America, maturing at such times and bearing interest to be earned thereon in amounts sufficient to redeem and retire any or all principal installments of the Bond in accordance with the terms of the Bond are set aside in a special trust account to effect such redemption or retirement and such money and the principal of and interest on such obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made to pay or secure the payment of the principal of and interest on such principal installments and such principal installments shall be deemed not to be outstanding.

**SECTION 15. Sale of Bond; Loan Agreement.** The Bond shall be executed, sold and delivered to the Bond Bank. The Borough has been advised by the Bond Bank that bond market conditions are fluctuating and that the most favorable market conditions for the sale of the Bond Bank Bonds may not occur on the date of a regular Assembly meeting. The Assembly has determined that it would be inconvenient to hold a special meeting on short notice to approve the terms of each series of the Bond. Therefore, the Assembly hereby determines that it is in the best interest of the Borough to delegate the authority to approve the terms of the Bond as provided herein. Each of the Borough Mayor and the Borough Finance Director is hereby authorized to determine the aggregate principal amount of the Bond, the principal installment payments and dates, the interest rate payment schedule, and prepayment provisions, if any, for the Bond, so that such terms of the Bond conform to the terms of the Bond Bank Bonds, provided that (i) no principal installment of the Bond shall exceed the principal amount of the corresponding maturity of the Bond Bank Bonds allocated to making a loan to the Borough and (ii) the interest rate on each principal installment shall not exceed the interest rate on the corresponding maturity of the Bond Bank Bonds. Based upon the foregoing determinations, the Borough Mayor and the Borough Finance Director each is authorized to negotiate, execute and deliver each Loan Agreement. The Borough Mayor and Borough Finance Director are each authorized to execute and deliver all such documents as may be necessary to effectuate issuances of the Bond on behalf of the Borough including, a continuing disclosure undertaking if required by the purchaser of the Bonds to comply with Rule 15c2-12.

**SECTION 16. Authority of Officers.** The Borough Mayor, the acting Borough Mayor, the Borough Finance Director, the acting Borough Finance Director, and the Borough Clerk or acting Borough Clerk are, and each of them hereby is, authorized and directed to do and perform all things and determine all matters not determined by this Resolution, to the end that the Borough may carry out its obligations under the Bond and this Resolution.

**SECTION 17. No Recourse.** No recourse shall be had for the payment of the principal of or the interest on the Bond or for any claim based thereon or on this Resolution against any member of the Assembly or officer of the Borough or any person executing the Bond. The Bond is not and shall not be in any way a debt or liability of the State of Alaska or of any political subdivision thereof, except the Borough, and do not and shall not create or constitute an indebtedness or obligation, either legal, moral or otherwise, of the State of Alaska or of any political subdivision thereof, except the Borough.

**SECTION 18. Severability.** If any one or more of the provisions of this Resolution shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Resolution and shall in no way affect the validity of the other provisions of this Resolution or of the Bond.

**SECTION 19. Effective Date.** This resolution shall take effect upon adoption by the Assembly.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD DAY OF JANUARY, 2023.**

  
Brent Johnson, Assembly President

ATTEST:

  
Michele Turner, CMC, Acting Borough Clerk



Yes: Bjorkman, Chesley, Cox, Derkevorkian, Ecklund, Elam, Hibbert, Tupper, Johnson

No: None

Absent: None